

COMMERCIAL AIR TOUR
VOLUNTARY AGREEMENT
FOR
Golden Gate National Recreation
Area, Muir Woods National
Monument, San Francisco Maritime
National Historical Park, Point Reyes
National Seashore
San Francisco Seaplane Tours, Inc.



COMMERCIAL AIR TOUR VOLUNTARY AGREEMENT

SUMMARY

This Commercial Air Tour Voluntary Agreement (Agreement) provides the terms and conditions for commercial air tours conducted by San Francisco Seaplane Tours, Inc. (Operator), over Golden Gate National Recreation Area, Muir Woods National Monument, San Francisco Maritime National Historical Park, and Point Reyes National Seashore as an alternative to an Air Tour Management Plan (ATMP), pursuant to the National Parks Air Tour Management Act of 2000 (Act). As used in this Agreement the term "the Parks" refers to all lands and waters managed by the National Park Service (NPS) within the Congressionally designated boundaries. The parties to this Agreement are the NPS, the Federal Aviation Administration (FAA), and the Operator (collectively, the Parties).

1.0 INTRODUCTION

The Act requires commercial air tour operators conducting or intending to conduct commercial air tours over a unit of the National Park System to apply to the FAA for operating authority before engaging in that activity. The Act further requires the NPS and the FAA (collectively, the agencies) to establish an ATMP for each National Park System unit for which one or more applications have been submitted, unless that unit is exempt from this requirement.¹ On March 4, 2021, the NPS withdrew the exemption for Muir Woods National Monument.

As an alternative to an ATMP, the agencies may enter into a voluntary agreement with a commercial air tour operator who has applied to conduct commercial air tour operations over a National Park System unit, including an operator that has Interim Operating Authority (IOA) for the park or a new entrant commercial air tour operator.²

Voluntary agreements must address the management issues necessary to protect the resources and visitor use of the park without compromising aviation safety or the air traffic control system.³ A voluntary agreement may also include conditions for the conduct of air tour operations and provisions to ensure the stability of, and compliance with, the voluntary agreement. Each voluntary agreement reflects the provisions and conditions appropriate for the particular National Park System units to which the agreement applies.

¹ The Act provides an exemption to the ATMP and voluntary agreement requirement for parks with 50 or fewer commercial air tour operations each year unless the exemption is withdrawn by the NPS. *See* 49 U.S.C. § 40128(a)(5).

² *Id.* § 40128(b)(7)(A).

³ *Id.* § 40128(b)(7)(B).

2.0 APPLICABILITY

This Agreement applies only to commercial air tour operations conducted by the Operator in the area depicted in Figure 1 below, referred to as the voluntary agreement boundary (Agreement boundary). A commercial air tour subject to this Agreement is any flight, conducted for compensation or hire in a powered aircraft, where a purpose of the flight is sightseeing over the Park, or within ½-mile outside the Park boundary, during which the aircraft flies:

- (1) Below 5,000 feet (ft.) above ground level (AGL) (except solely for the purposes of takeoff or landing, or necessary for safe operation of an aircraft as determined under the rules and regulations of the FAA requiring the pilot-in-command to take action to ensure the safe operation of the aircraft); or
- (2) Less than one mile laterally from any geographic feature within the Park (unless more than ½-mile outside the boundary of the Park).⁴

The Agreement boundary reflects this definition of commercial air tours subject to this Agreement.

⁴ See 14 CFR § 136.33(d).

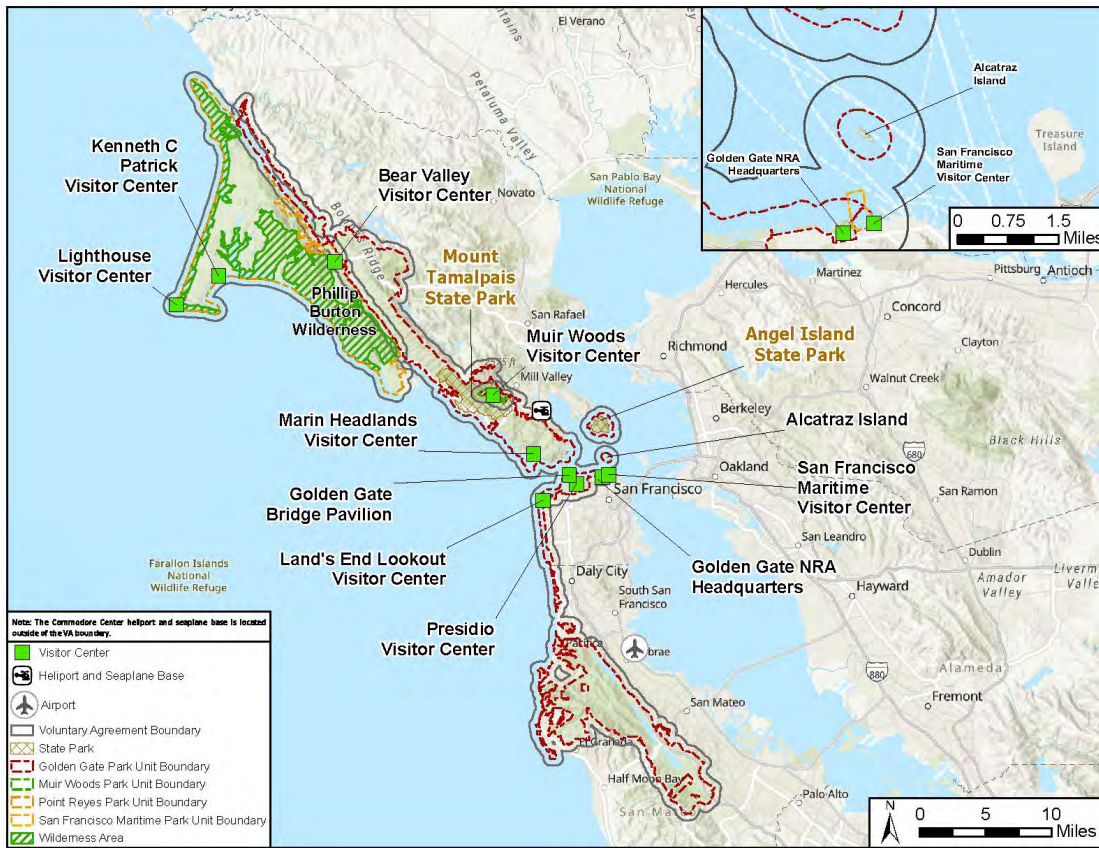


Figure 1. Map of area subject to this Agreement. For an enlarged version of this map, see Appendix B.

3.0 OVERVIEW OF THE PARKS

Golden Gate National Recreation Area is composed of more than 80,000 acres of land spread across numerous park sites in Marin, San Francisco, and San Mateo Counties in California. The park manages many sites in urban San Francisco, including the shoreline on both sides of the scenic Golden Gate Bridge. Park management includes the tidal and submerged lands and waters to ¼-mile offshore in portions of Marin, San Francisco, and San Mateo Counties. The park shares a marine boundary with the Greater Farallones National Marine Sanctuary. The park is one of the highest visitation parks in the National Park System and contains a variety of cultural and natural features for visitors to enjoy, including Alcatraz Island and Crissy Field. Its historic and cultural assets chronicle centuries of overlapping history, with themes such as California Indian culture, the frontier of the Spanish empire, the California Gold Rush, the evolution of American coastal fortifications, World War II, Buffalo Soldiers, and the growth of modern-day San Francisco.

The park protects 19 separate ecosystems and numerous watersheds. It is also home to more than 1,250 plant and animal species, including 39 threatened and endangered species such as the threatened northern spotted owl (*Strix occidentalis caurina*). It

provides sanctuary for nesting seabirds such as Brandt’s cormorants (*Phalacrocorax penicillatus*) and common murrelets (*Uria aalge*), as well as peregrine falcons (*Falco peregrinus*), which are gradually recovering in the San Francisco Bay Area. It also provides protection for marine mammals under the Marine Mammal Protection Act.

The purpose of Golden Gate National Recreation Area is to offer national park experiences to a large and diverse urban population while preserving and interpreting the outstanding natural, historic, scenic, and recreational values of the park lands.

All of the lands of Golden Gate National Recreation Area within the boundaries of San Francisco County, including those within the Agreement boundary, are the ancestral territory of the Ramaytush Tribe, represented today by the Association of Ramaytush Ohlone, the original peoples of the San Francisco Peninsula.

Muir Woods National Monument is in Marin County, California, just a few miles north of San Francisco. The 558-acre monument preserves one of the last remaining ancient redwood forests in the San Francisco Bay Area. Some of the redwoods are nearly 1,000 years old and reach heights of more than 250 ft. Today, Muir Woods National Monument is home to more than 380 different species of plants and animals. Redwood Creek, the principal stream in the monument, runs clean and clear beneath the towering trees. Its waters are home to federally endangered coho salmon and threatened steelhead trout – keystone species in many Pacific ecosystems. More than one million visitors per year come to enjoy the monument and marvel at the redwood forest and its wildlife. Its natural soundscape is a highly valued part of the visitor experience.

The purpose of Muir Woods National Monument is to preserve the primeval character and ecological integrity of the old-growth redwood forest for scientific values and inspiration.

All of the lands of Muir Woods and the Marin Headlands of Golden Gate National Recreation Area, including those within the Agreement boundary, are the ancestral territory of the Federated Indians of Graton Rancheria (FIGR), a sovereign nation and federally recognized Indian Tribe. In 2024, the FIGR and the NPS entered into a General Agreement for Government-to-Government Partnership in the management and stewardship of resources within the monument and recreational area.

San Francisco Maritime National Historical Park was established to preserve and interpret the history and achievements of seafaring Americans and the nation’s maritime heritage, especially on the Pacific coast. The 50-acre park maintains the largest and most diverse collection of National Historic Landmark ships in the United States, representing a pivotal period of maritime commerce on the West Coast as the industry shifted from sail to mechanical power. Through preservation and interpretation of historic ships, extensive museum collections, traditional maritime skills, and its San Francisco Bay setting, San Francisco Maritime National Historical Park promotes the understanding and enjoyment of the nation’s West Coast maritime heritage. The park’s ships and small craft provide visitors a rare opportunity to experience the sights, sounds, smells, and feel of the maritime environment, both at the pier and on the bay. People can hear the sounds of water, wildlife and maritime activities.

At Hyde Street Pier, which features a number of historic vessels, maritime structures, and exhibits, visitors can enjoy the National Historic Landmark ships and watch maritime skills in action in the Shipwright and Boat Shops. The pathways of the Aquatic Park National Historic Landmark District lead to the Maritime Museum, a striking Streamline Moderne building filled with 1930s Works Progress Administration artwork. Outside the bathhouse, the Aquatic Park cove and beach are protected by the curved Municipal Recreational Pier. The park's extensive collection of artifacts, books, oral histories, photographs, vessel plans, documents, and other archival materials is located at the Maritime Research Center.

Point Reyes National Seashore encompasses more than 71,000 acres of beaches, coastal cliffs and headlands, marine terraces, coastal uplands, and forests and includes all tide and submerged lands to ¼-mile offshore. An additional 15,000 acres of the North District of Golden Gate National Recreation Area, including all NPS lands north of Bolinas-Fairfax Road, are managed by park staff under a regional management directive. Two no-take state marine reserves, three special closure areas, and three state marine conservation areas are also located within the park's legislated boundary. The park shares a marine boundary with the Greater Farallones National Marine Sanctuary, and the Cordell Bank National Marine Sanctuary is located further offshore.

Twenty-eight threatened and endangered species are present within the park's boundary, including the threatened northern spotted owl. The park provides sanctuary for marine mammals such as the harbor seal (*Phoca vitulina*), supports more than 900 plant species, is home to about 17% of California flora, and more than 490 species of birds have been recorded in the park, representing 52% of the species of avian fauna of North America.

The human history of the Point Reyes peninsula extends to more than 5,000 years ago and includes the long history of the Coast Miwok people, a relationship which continues to this day. More than 120 archeological sites representing Coast Miwok history and culture have been identified within the park and have yielded some of the most significant information on California Indian history in the San Francisco Bay Area. The park has about 400 historic structures, including the historic Point Reyes Lighthouse built in 1870, and two National Historic Landmarks – the Point Reyes Lifeboat Station and the Drakes Bay Historic and Archaeological District.

Approximately 18,000 acres of Point Reyes National Seashore is currently under agricultural production within the pastoral zone. In the North District of Golden Gate National Recreation Area an additional 10,000 acres is currently used for grazing. The park also includes two ranching historic districts, listed in the National Register of Historic Places – the Olema Valley Dairy Ranches Historic District and the Point Reyes Peninsula Dairy Ranches Historic District.

The almost 33,000-acre Phillip Burton Wilderness offers an extraordinary opportunity for solitude and unconfined recreation in untrammelled terrestrial and marine environments and includes one of only two marine wilderness areas in the National Park System.

Point Reyes National Seashore was established for public benefit and inspiration, and protects a rugged and wild coastal peninsula and surrounding waters, connecting native

ecosystems, enduring human history and recreational, scientific, and educational opportunities.

The lands in the Seashore, including those within the Agreement boundary, are the ancestral territory of the FIGR, a sovereign nation and federally recognized Indian Tribe. In 2021, the FIGR and the NPS entered into a General Agreement for Government-to-Government Partnership in the management and stewardship of resources within the Seashore.

3.1 Management Issues Addressed by this Agreement / Justification for Measures Taken

The provisions and conditions in this Agreement are designed to address the Parks' management issues and help mitigate the impacts of commercial air tours on the Parks' resources and visitor experiences, and support NPS management objectives. The FAA evaluated the routes and operating parameters to identify and address any safety concerns. Conditions for the management of commercial air tour operations, contained in Section 4.0, are intended to reduce effects of noise to the natural acoustic environment from commercial air tours, which include impacts to wilderness, wildlife, cultural resources, and visitor experience. The annual flight limits in this Agreement are intended to protect visitor experience and wildlife throughout the Parks, tribal use of the Parks, and the Phillip Burton Wilderness in Point Reyes National Seashore by limiting the number of potential disturbances caused by commercial air tours. The condition that commercial air tours fly at least 1,500 ft. laterally and 1,000 ft. vertically from Alcatraz Island and 1,000 ft. vertically and laterally of other areas within Golden Gate National Recreation Area and San Francisco Maritime National Historical Park is intended to protect nesting seabird colonies, peregrine falcon nests, and marine mammal haul outs. Brandt's cormorants and common murres are colonial nesting seabirds that are known to be sensitive to visual and noise disturbance and are protected under the Migratory Bird Treaty Act. Disturbance from overflights can cause agitation or flushing and even lead to nest failures. Studies of aircraft disturbance to both Brandt's cormorants and common murres support a 1,000 ft. AGL buffer to prevent flushing, with greater distance to prevent all forms of disturbance.^{5,6,7}

Furthermore, Alcatraz Island is a regionally significant site for an estimated 10,000 nesting seabirds and waterbirds, as well as a pair of peregrine falcons. Because of its standing as one of the most sensitive wildlife locations in Golden Gate National Recreation Area, the agencies established a minimum altitude of 1,000 ft. AGL around

⁵ Fuller, A.R., McChesney, G.J., & Golightly, R.T. (2018). Aircraft disturbance to common murres (*Uria aalge*) at a breeding colony in central California, USA. *Waterbirds*, 41(3):257-267.

⁶ Capitolo, P.J., McChesney, G.J., Carter, H.R., Parker, M.W., Eigner, L.E., & Golightly, R.T. (2014). Changes in breeding population sizes of Brandt's Cormorants *Phalacrocorax penicillatus* in the Gulf of the Farallones, California, 1979–2006. *Marine Ornithology*, 42:35–48.

⁷ Rojek, N.A., Parker, M.W., Carter, H.R., & McChesney, G.J. (2007). Aircraft and vessel disturbances to common murres *Uria aalge* at breeding colonies in central California, 1997–1999. *Marine Ornithology*, 35:67–75.

Alcatraz Island to further minimize disturbance to the sensitive waterbird nesting colonies. Minimizing the potential for aircraft disturbances by maintaining 1,000 ft. AGL over Alcatraz Island and a 1,500 ft. lateral avoidance of the island will increase the likelihood of successful breeding and retention of these waterbird colonies for future conservation.

Harbor seals have a significant haul out and pupping area in Bonita Cove, just adjacent to Point Bonita, in Drakes Estero, and at Double Point in Point Reyes National Seashore. Harbor seals are sensitive to visual and noise disturbance and are protected under the Marine Mammal Protection Act. Disturbance at haul out sites causes seals to flush into the water, expending extra energy. The National Oceanic and Atmospheric Administration (NOAA) set a minimum altitude of 1,000 ft. AGL by regulation for aircraft flying over haul out sites in the Greater Farallones National Marine Sanctuary in order to prevent disturbances to harbor seals.⁸ Though this Agreement does not depict the location of marine mammal haul outs, due to the sensitivity of these resources, the designated routes and minimum altitudes require operators to maintain minimum altitude of 1,500 ft. AGL when commercial air tours fly over or near these areas. This minimum altitude was set because it will provide greater protection for this sensitive species.

The condition that in certain locations commercial air tours fly no lower than 1,500 ft. AGL over Point Reyes National Seashore and those areas of Golden Gate National Recreation Area that contain northern spotted owl habitat is consistent with avoidance recommendations for northern spotted owls. Noise from a fixed-wing aircraft at 1,500 ft. AGL (DHC- 2 Beaver floatplane, 70 decibels (dB) L_{max}) is below the sound-only injury threshold of 92 dB for northern spotted owls.^{9,10}

The minimum altitudes required in this Agreement over land-based wilderness in Point Reyes National Seashore will improve preservation of wilderness character and visitor experiences on the ground by reducing the intensity of air tour noise to visitors on the ground. The condition that commercial air tours fly no lower than 2,000 ft. AGL over land-based wilderness in Point Reyes National Seashore is consistent with the recommendations provided by FAA Advisory Circular 91-36D, Visual Flight Rules (VFR) Flight Near Noise-Sensitive Areas.

The vertical and lateral avoidance of the Core Ranch Area B and other Core Ranch Areas at Point Reyes National Seashore is intended to limit sound impacts and minimize disturbances to historic ranch cores within the Point Reyes Peninsula Dairy Ranches Historic District.

Sunrise and sunset are important times of the day for wildlife and visitor use and experience. Biologically important behaviors for many species occur during this time,

⁸ 15 CFR § 922.82(a)(11).

⁹ Arcata Fish and Wildlife Office. (2006). Estimating the effects of auditory and visual disturbance to northern spotted owls and marbled murrelets in northwestern California.

¹⁰ Revised northern spotted owl and marbled murrelet disturbance disruption tables (2012).

such as the dawn chorus for songbirds, foraging, and communication. Wildlife viewing is often conducted during this time of day as well. Day/time restrictions have been included in this Agreement to create quiet periods of the day during which noise from commercial air tours would not impede these critical wildlife behaviors. These restrictions also allow for opportunities for visitors to enjoy natural sounds at all of these parks and align with park management objectives for wilderness areas in Point Reyes National Seashore. Restrictions for particular events are intended to prevent noise interruptions of NPS events or tribal practices.

While the agencies are not aware of migratory bird strike issues associated with air tours over the Parks, if reporting indicates that air tour bird strikes are an issue, the agencies will work to remedy this problem with the operators through measures that could involve adjusting air tour routes and hours of operation, temporary no-fly periods, or utilizing new technologies. The condition that operators report bird strikes is included since the Parks protect a high diversity of migratory birds along the Pacific Flyway, including both native resident and migratory species.

Operator training and education will benefit the air tour companies, their clients, and each of the respective parks. It will provide opportunities to enhance the interpretive narrative used by air tour companies, increase understanding about the parks in general for air tour companies and their clients, and ensure that interpretive messaging conveyed by air tour companies is accurate, current, and consistent with Park messaging.

The annual meeting will facilitate effective implementation of this Agreement because it will be used to review and discuss implementation of this Agreement between Park staff, the local FAA Flight Standards District Office (FSDO), and all operators. It will thus serve to ensure that air tour operators remain informed regarding the terms and conditions of this Agreement, and are made aware of new or recurring concerns regarding the Parks' resources.

The condition that commercial air tours may not hover in place is intended to minimize disturbances to noise sensitive wildlife and visitor experience. The requirements to equip aircraft with flight monitoring technology, to use flight monitoring technology during all air tours under this Agreement, and to report flight monitoring data as an attachment to the operator's semi-annual reports are necessary to enable the agencies to appropriately ensure compliance with this Agreement.

4.0 CONDITIONS FOR THE MANAGEMENT OF COMMERCIAL AIR TOUR OPERATIONS WITHIN THE AGREEMENT BOUNDARY

This Agreement includes the following provisions and conditions. The total number of air tours authorized under this Agreement is consistent with the existing impacts for air tours analyzed in the 2023 Golden Gate National Recreation Area, Muir Woods National Monument, San Francisco Maritime National Historical Park, and Point Reyes National Seashore Air Tour Management Plan. The FAA evaluated the Agreement's routes and operating parameters to identify and address any safety concerns. This Agreement does not authorize air tours over Muir Woods National Monument, which maintains the

current level of air tour activity (zero tours per year) based on operator reporting from 2013 to the present day.

4.1 Commercial Air Tours Authorized

Appendix A identifies the operators authorized to conduct commercial air tours and the number of air tour allocations for each specific operator, which are referred to as annual operations. No commercial air tours over Point Reyes National Seashore may be flown using helicopters. No commercial air tours are authorized over Muir Woods National Monument.

4.2 Commercial Air Tour Routes and Altitudes

Commercial air tours authorized under this Agreement shall be conducted on the routes and altitudes in Figures 2, 3, 4, and 5 below for each operator and aircraft type (Appendix C contains enlarged Figures 2 through 5). Altitude expressed in units AGL is a measurement of the distance between the ground surface and the aircraft. Due to the location and proximity of Golden Gate National Recreation Area and San Francisco Maritime National Historical Park (the two parks share a boundary), all air tour routes authorized by this Agreement fly over both parks. The only authorized air tour route that flies over Point Reyes National Seashore also flies over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park.

All commercial air tours must maintain a 1,000 ft. lateral avoidance of nesting waterbird colonies, peregrine falcon nests and marine mammal haul outs. The routes described below and depicted in Figures 2, 3, 4, and 5 maintain these avoidance distances of currently known nesting waterbird colonies, peregrine falcon nests and marine mammal haul outs. All commercial air tours must also maintain a lateral avoidance of at least 1,500 ft. from Alcatraz Island and a minimum altitude of 1,000 ft. AGL within the Agreement boundary around Alcatraz Island.

Air tours conducted with fixed-wing aircraft will fly no lower than 1,000 to 2,500 ft. AGL, depending on location as depicted in Figures 2, 4, and 5, but will fly no lower than 2,000 ft. AGL over land-based wilderness in Point Reyes National Seashore (Figures 2 and 4).

If pilots are on or entering a route and encounter weather that does not allow them to proceed further along the route at the prescribed altitude, they must safely exit the route and either follow another route where weather conditions allow or exit the Agreement boundary. Operators may not deviate from the designated routes and altitudes except as necessary for safe operation of an aircraft as determined under Federal Aviation Regulations requiring the pilot-in-command to take action to ensure the safe operation of the aircraft. The pilot-in-command should return to designated route and altitude as soon as safely possible after the hazard has passed.

Air tours conducted via fixed-wing aircraft are restricted to three routes.

- BAT Route: Air tours conducted via the BAT Route will enter the Agreement boundary at the location shown by flight procedure callout #1 in Figures 2 and 4,

at a minimum altitude 2,500 ft. AGL. Aircraft must maintain this altitude until they reach the location identified by flight procedure callout #2 in Figures 2 and 4, at which time they may begin descent to 1,500 ft. AGL. Aircraft will maintain 1,500 ft. AGL when flying over the area within the Agreement boundary for the remainder of the air tour, except that they may fly at 1,000 ft. AGL over the area within the Agreement boundary around Angel Island State Park and Alcatraz Island. Aircraft may fly at 1,400 ft. AGL once they are south of the San Francisco Maritime National Historical Park boundary but within the Agreement boundary. Aircraft must maintain a lateral avoidance of at least 1,500 ft. from Alcatraz Island.

- NCT Route: Air tours conducted via the NCT Route will enter the Agreement boundary at the location shown by flight procedure callout #3 in Figures 2 and 4, at a minimum altitude of 2,500 ft. AGL at the entrance to the Agreement boundary. Aircraft must maintain 2,500 ft. AGL over Bolinas Ridge and Inverness Ridge, depicted as flight procedure callout #4 in Figures 2 and 4. Air tours begin descent to 1,500 ft. AGL at the location identified by flight procedure callout #5 in Figures 2 and 4. Air tours then exit the Agreement boundary as depicted in Figures 2 and 4 and reenter the Agreement boundary at the location shown by flight procedure callout #6 and must maintain a minimum altitude of 1,500 ft. AGL. Air tours must laterally avoid Ranch Core Area B by flying 1,000 ft. to the north of this area as depicted in Figures 2 and 4. Air tours exit the Agreement boundary at the location identified by flight procedure callout #7 in Figures 2 and 4 at a minimum altitude of 1,500 ft. AGL. Air tours on the NCT Route must remain outside the Agreement boundary until they reach the location identified by flight procedure callout #9 in Figures 2 and 4. Aircraft will maintain 1,500 ft. AGL when flying over the area within the Agreement boundary for the remainder of the air tour, except that they may fly at 1,000 ft. AGL over the area within the Agreement boundary around Angel Island State Park and Alcatraz Island. Aircraft must maintain a lateral avoidance of at least 1,500 ft. from Alcatraz Island. Aircraft must maintain a lateral avoidance of at least $\frac{3}{4}$ -mile offshore from Double Point, and a lateral avoidance of $\frac{1}{2}$ -mile offshore from Duxbury Reef.
- GGT Route: Air tours conducted via the GGT Route will maintain a minimum altitude of 1,500 ft. AGL within the Agreement boundary, except that they may fly at 1,000 ft. AGL within the Agreement boundary around Angel Island State Park and Alcatraz Island. Aircraft must maintain a lateral avoidance of at least 1,500 ft. from Alcatraz Island.

Air tours conducted via helicopter are restricted to four routes over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park as depicted in Figure 3 below. Air tours conducted with helicopters will fly no lower than 1,000 to 1,500 ft. AGL, depending on location, as depicted in Figure 3. Commercial air tours on these routes must maintain a minimum altitude of 1,000 ft. AGL, except that a minimum altitude of 1,500 ft. AGL is required when flying over the area within the Agreement boundary over lands within the boundary of Golden Gate National Recreation Area in

Marin County. Commercial air tours must also maintain a lateral avoidance at least 1,500 ft. from Alcatraz Island.

Except when necessary for takeoff or landing, or in an emergency or to avoid unsafe conditions operators may not deviate from these designated routes and altitudes.

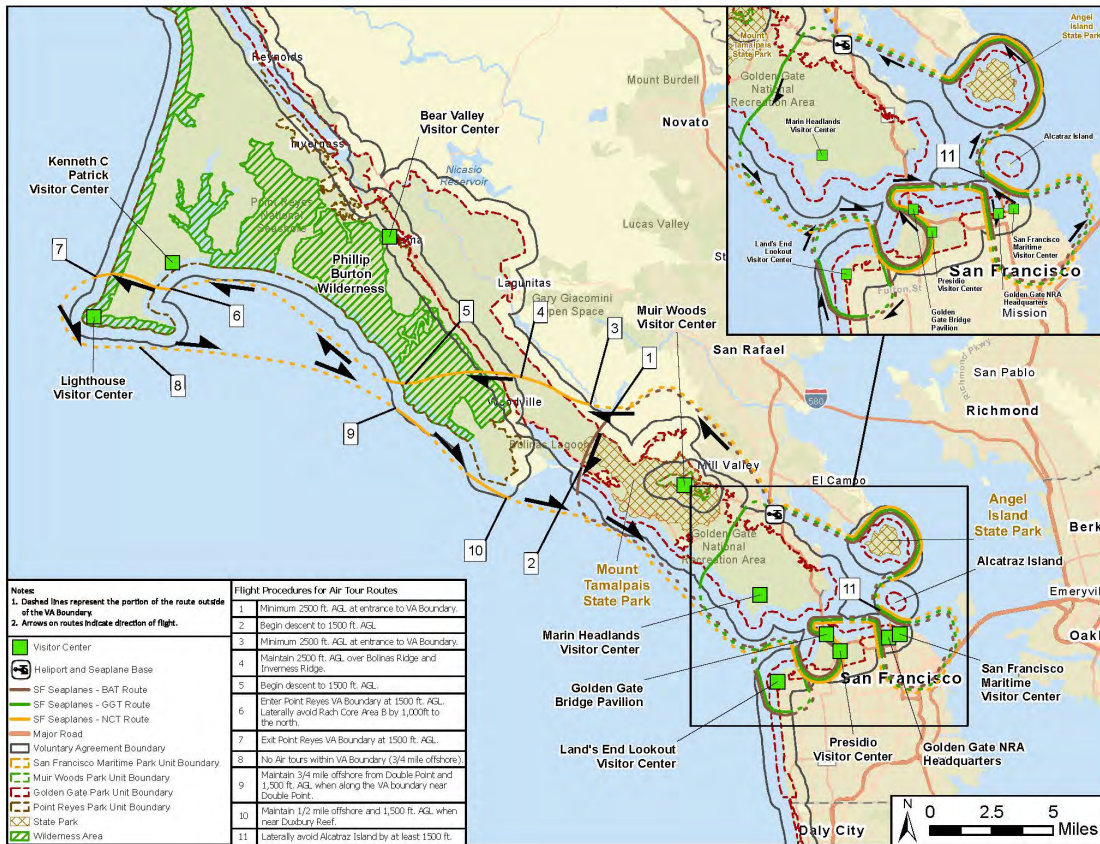


Figure 2. Fixed-wing commercial air tour route over Golden Gate National Recreation Area, San Francisco Maritime National Historical Park, and Point Reyes National Seashore. For an enlarged map of these routes, see Appendix C.

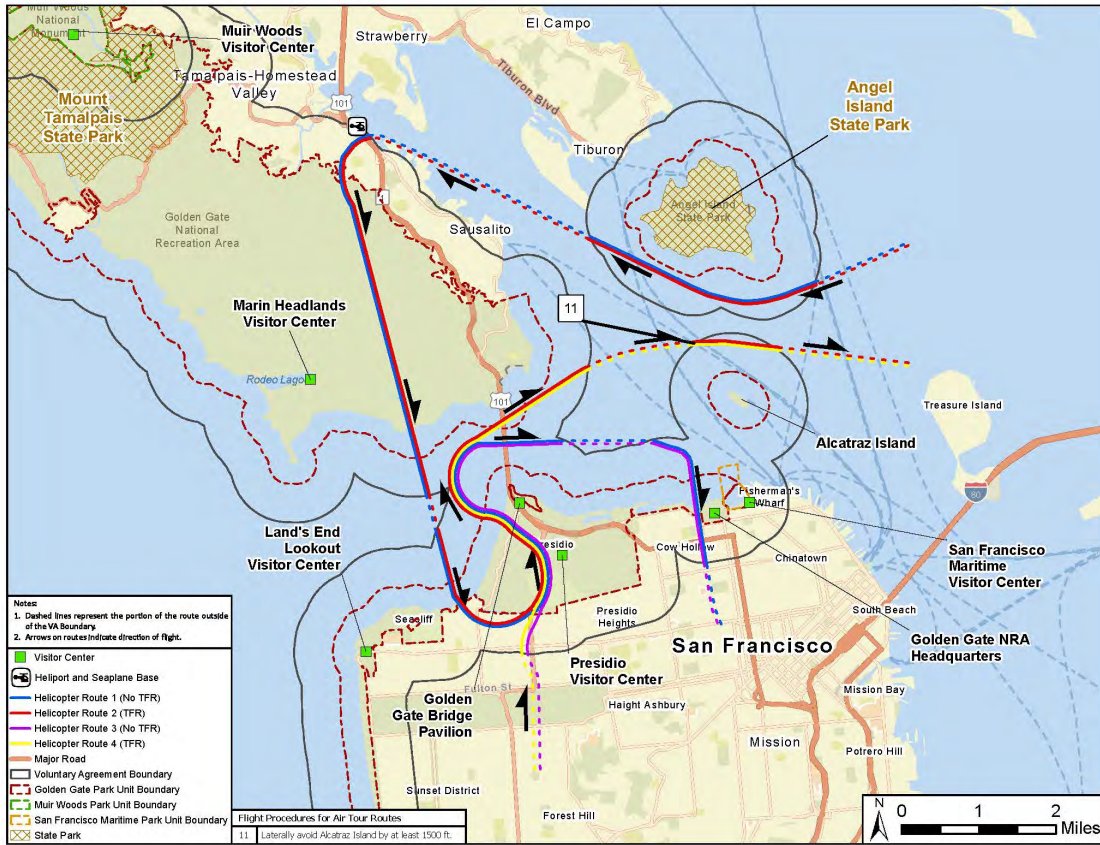


Figure 3. Helicopter commercial air tour routes over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park. For an enlarged map of these routes, see Appendix C.

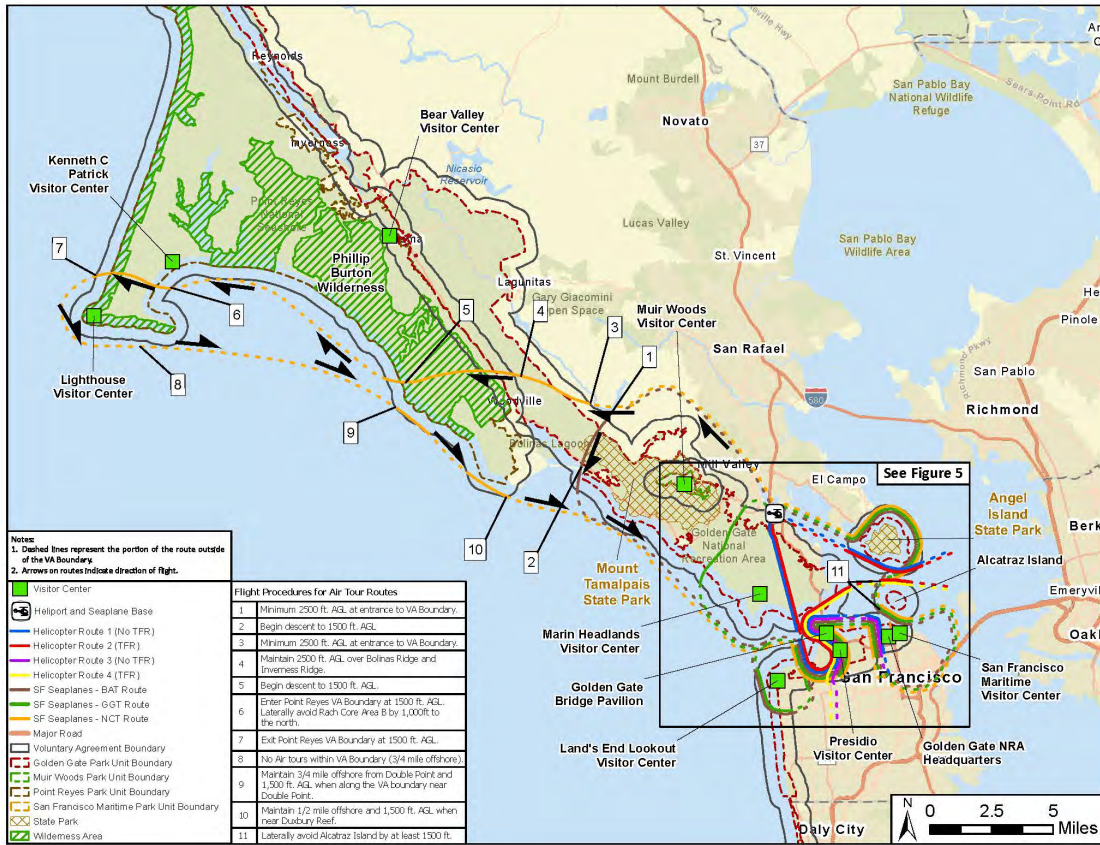


Figure 4. All commercial air tour routes over Golden Gate National Recreation Area, San Francisco Maritime National Historical Park, and Point Reyes National Seashore. For an enlarged map of all air tour routes, see Appendix C.

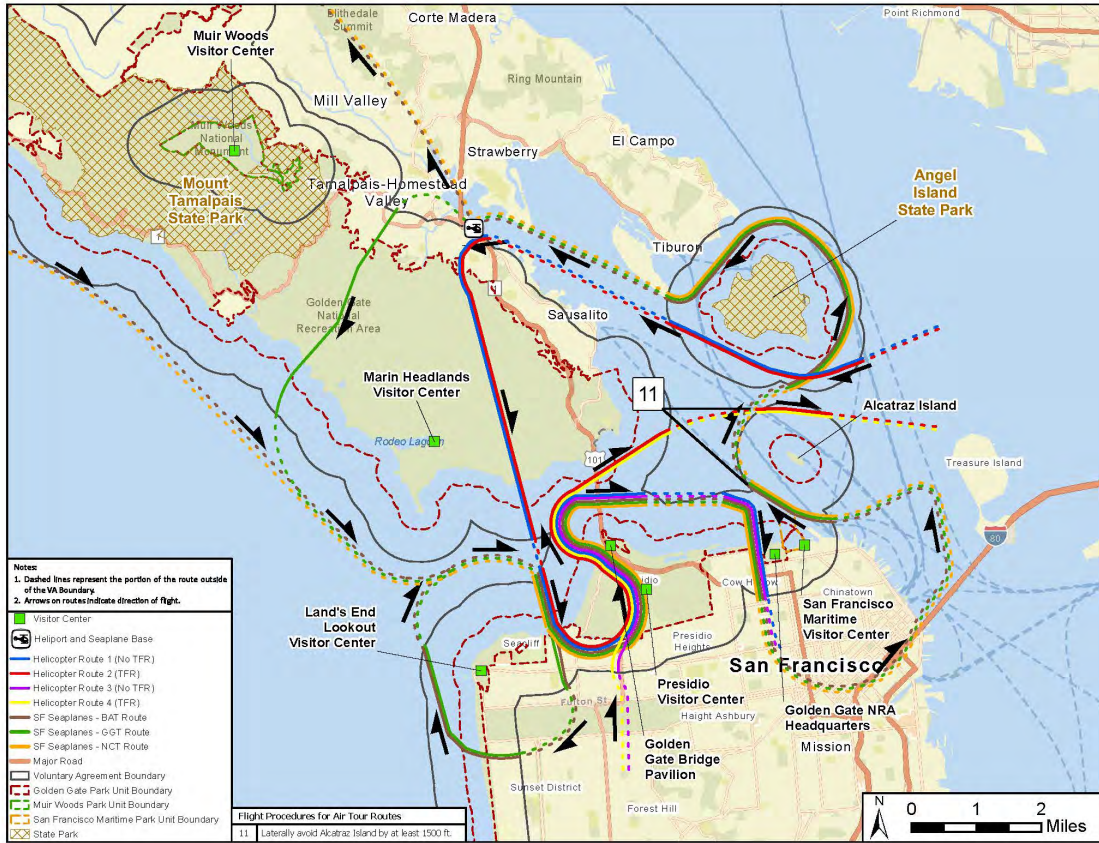


Figure 5. All commercial air tour routes over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park. For an enlarged map of all air tour routes, see Appendix C.

4.3 Aircraft Type

The aircraft types authorized to be used for commercial air tours are identified in Appendix A. Any new or replacement aircraft must not increase the overall impacts from air tours under this Agreement. In addition to any other applicable notification requirements, operators will notify the agencies in writing of any prospective new or replacement aircraft and obtain written concurrence before initiating air tours with the new or replacement aircraft.

4.4 Day/Time

Except as provided in Section 5.0, air tours of Golden Gate National Recreation Area and San Francisco Maritime National Historical Park may operate from 9:00 AM until 30 minutes after sunset, as defined by NOAA.¹¹ Air tours at Point Reyes National Seashore

¹¹ Sunrise and sunset data are available from the NOAA Solar Calculator, which is available at: <https://www.esrl.noaa.gov/gmd/grad/solcalc/>.

may operate from 12:00 PM to 5:00 PM. Air tours may operate any day of the year, except under circumstances provided in Section 4.6.

4.5 Daily Air Tour Allocations

For Point Reyes National Seashore, one commercial air tour may be conducted per day. Up to five Flex Days are permitted per year on which two commercial air tours may be conducted per day. Days other than Flex Days will be referred to as Standard Days. These restrictions are also identified in Table 1 included in Appendix A.

4.6 Restrictions for Particular Events

The NPS can establish temporary no-fly periods that apply to air tours for special events or planned park management. Absent exigent circumstances or emergency operations, the NPS will provide a minimum of 15 days written notice to the Operator for any conditions that temporarily restrict certain areas or certain times of day, or 60 days written notice to the Operator for any full day restrictions. Events may include tribal ceremonies or other similar events.

This Agreement establishes restrictions on days that are meaningful to the Federated Indians of Graton Rancheria.

The days in which air tours are allowed only after 1:00 PM are:

- Second Monday in October or Indigenous Peoples' Day
- Fourth Thursday in November or Thanksgiving

There are no air tours around Alcatraz Island on:

- November 20th

4.7 In-Flight Communication

For situational awareness when conducting tours of the Parks, the operators will utilize frequency 124.3, the Common Traffic Advisory Frequency, and report when they enter and depart a route. The pilots should identify their aircraft type, N-number, altitude, and position to make any other aircraft in the vicinity aware of their position.

4.8 Hovering

Aircraft are prohibited from hovering in place except when needed for safety of the flight. The pilots should identify their aircraft type, N-number, altitude, and position to make any other aircraft in the vicinity aware of their position.

4.9 Emergency Landings

In the event of an emergency landing by the Operator inside the Parks, once the aircraft has safely landed and any medical or other emergency issues have been addressed, the operator shall immediately notify the NPS through Park Dispatch at (415) 561-5505 of the incident and location. The superintendent(s) or designee will notify the Federated

Indians of Graton Rancheria Tribal Heritage Preservation Officer (THPO) within 24 hours of an emergency landing or as soon as conditions permit. In case of an emergency, compliance, including tribal consultation and approval from the Park superintendent(s) or designee, is required for the subsequent removal or take off of the landed aircraft in order to coordinate joint resources for the safety of Park visitors, staff, and resources (36 CFR 2.17). Prior approval from the Park superintendent or designee is required for any non-emergency landing of aircraft within the Park boundaries, including replacement aircraft deployed to retrieve passengers who are not able to exit via ground transportation.

5.0 QUIET TECHNOLOGY INCENTIVES

This Agreement incentivizes the use of quiet technology aircraft by commercial air tour operators. Operators that have converted to quiet technology aircraft, or are considering converting to quiet technology aircraft, may request to be allowed to conduct air tours during extended hours. For Golden Gate National Recreation Area and San Francisco Maritime National Historical Park, the incentive allows for tours beginning one hour after sunrise, as defined by NOAA, on all days that flights are authorized.¹¹ For the operator with allocations for Point Reyes National Seashore the incentive allows for tours beginning at 11:00 AM on all days that flights are authorized.

Because aviation technology continues to evolve and advance and the FAA updates its noise certification standards periodically, the aircraft eligible for this incentive will be analyzed on a case-by-case basis at the time of the operator's request to be considered for this incentive. The NPS will periodically monitor conditions of the Parks and coordinate with the FAA to assess the effectiveness of this incentive. If implementation of this incentive results in unanticipated effects on the Parks' resources or visitor experience, further agency action may be required to ensure their protection.

6.0 PROVISIONS TO ENSURE STABILITY AND EFFECTIVENESS OF THIS AGREEMENT

The Act specifically provides that voluntary agreements may include provisions to ensure the stability of, and compliance with, the Agreement.¹² The measures included in this Agreement are described below.

Compliance with this Agreement will be ensured through ongoing communications among the Parties, reporting of air tour operations by the Operator as required under the Act and described in Section 7.0, and enforcement measures as appropriate. The Parties agree to work together to address any possible compliance issues.

The Operator will comply with the terms and conditions of this Agreement. The agencies are both responsible for oversight and enforcement of this Agreement within their respective agency jurisdictions. Any party, stakeholder, or member of the public can identify instances of alleged non-compliance with this Agreement, including through the use of geospatial data. Allegations of non-compliance with this Agreement will be

¹² See 49 U.S.C. § 40128(b)(7)(B)(ii).

reported to the appropriate FAA FSDO. The FSDO will investigate and respond to all written reports consistent with applicable FAA guidance.

Investigative determination of non-compliance with this Agreement may result in loss of Authorization to conduct commercial air tours authorized by this Agreement and termination of this Agreement. Any violation of Operations Specifications (OpSpecs) shall be treated in accordance with FAA Order 2150.3, *FAA Compliance and Enforcement Program*.

6.1 Aircraft Monitoring Technology

Operators are required to equip all aircraft used for air tours with flight monitoring technology, to use flight monitoring technology during all air tours under this Agreement, and to report flight monitoring data as an attachment to the operator's semi-annual reports. The required flight monitoring data shall be provided in a file format approved by the agencies, such as a .csv or .xlsx format. Data must include the following information for each row of data (i.e., each ping):

- Unique flight identifier
- Latitude
- Longitude
- Geometric altitude
- Tail number
- Date
- Time stamp
- Operator and Doing Business As (DBA), if different
- Aircraft type, and
- Aircraft model.

The ping rate should be set to a maximum of 15 seconds. Operators already using aircraft equipped with flight monitoring technology shall ensure it meets the performance standards listed above or acquire and install acceptable flight monitoring technology within 180 days of the effective date of this Agreement. For aircraft not already equipped with flight monitoring technology, within 180 days of the effective date of this Agreement, operators shall equip those aircraft with suitable flight monitoring technology.

6.2 Meetings

At the request of either of the agencies, the Park staff, the local FAA FSDO, and all operators will meet once per year to discuss the implementation of this Agreement and any amendments or other changes to this Agreement. This annual meeting could be conducted in conjunction with any required annual training and will provide a virtual attendance option. The Parties may meet more frequently, or as necessary, to discuss compliance with this Agreement and ways to improve the protection of Park resources and visitor experience along with interpretive training on the natural and cultural histories

of the Parks. Stakeholders with subject matter expertise may be invited to any such meetings and NPS will invite FIGR to meetings related to FIGR interests.

When training is made available by NPS, operators/pilots will complete training within one year of it being made available. The training will include information about the Parks that operators can use to further their own understanding of Parks' priorities and management objectives as well as enhance the interpretive narrative and increase understanding of the Parks by air tour clients.

6.3 Adaptive Management

Adaptive management allows for minor adjustments to routes, altitudes, or other operating parameters without a formal amendment. Such modifications may be considered if: 1) the NPS determines that they are necessary to avoid adverse impacts to Park resources, values, or visitor experiences; 2) the FAA determines the need for such changes due to safety concerns; or 3) the Parties determine that minor changes are necessary to address new information or changed circumstances, including consideration of a new entrant, and the Agencies agree to the modifications.

The NPS may conduct monitoring of Park conditions to ensure the continued effectiveness of the Agreement in addressing Park management objectives consistent with the requirements of the Act as well as NPS-management authorities.

6.4 Staff Training

Operators will ensure that the Agreement will be included as part of their regular initial and recurring pilot training process. Similarly, the agencies will ensure that any new agency staff with responsibilities related to carrying out the terms and conditions of this Agreement will be made aware of its existence and the specific agency obligations included.

6.5 Temporary Transfer of Allocations

Unused allocations may be temporarily transferred among authorized air tour operators using the approved aircraft listed in Appendix A. Transfers of allocations are temporary and limited to the annual calendar year. There are no permanent transfers of allocations. While the duration of a transfer may be shorter, transferred allocations cannot be carried over to the next calendar year. A Temporary Transfer Arrangement to transfer allocations must be renewed each year and will not automatically carry over to the next calendar year. Once transferred from one operator to another operator the allocation cannot be flown by anyone other than the operator who the allocation was transferred to.

Allocations may only be transferred among operators within the same park. No allocations may be used to conduct air tours in Muir Woods National Monument, nor will allocations be transferred to allow helicopter tours of Point Reyes National Seashore.

Operators must notify their Principal Operations Inspector (POI), the appropriate Park superintendent(s), NPS, and FAA in writing with the request for the proposed transfer of allocations at least 30 days in advance. This notification must identify:

- the parties involved,
- the number of allocations transferred,
- the number of allocations flown by the transferring party, and
- the duration of the transfer not to exceed the end of the calendar year the transfer is initiated.

The superintendent(s) will review and make an approval determination and notify the Parties.

6.6 Agreement Termination Effects on Temporary Transfers

Upon termination of the Agreement, any transfer of allocations will not remain in effect.

If the Agreement terminates at the end of the year, the Operator must fly in accordance with their IOA for the next calendar year, and IOA is non-transferable.

If the Agreement is terminated before the end of the calendar year, then the Operator shall conform to the requirements of IOA as described in Appendix A of the Agreement. When the Agreement is terminated, the total number of annual air tours conducted for that calendar year, including allocations that have been transferred to or from the Operator, cannot exceed the annual number of air tours granted under IOA as described in Appendix A.

6.7 Interim Operating Authority

The Act required the FAA to grant IOA to existing operators authorizing them to conduct commercial air tours within the Agreement boundary as a temporary measure. The Act provides that if this Agreement is terminated, the Operator shall conform to the requirements for IOA until an ATMP for the Park is put in effect, as is further described in Section 13.3. For operators with IOA, the Parties agree that IOA will be reduced as reflected in Appendix A. There is no IOA at Muir Woods National Monument. OpSpecs will be amended to reflect this per Section 12.0.

6.8 Notifications

NPS, FAA, and all operators agree to provide each other notice within 30 days if they become aware of any changes or proposed changes to any relevant laws, regulations, rules, guidance, agreements, practice, or conditions that have the potential to effect implementation or effectiveness of this Agreement. Examples include but are not limited to changes to airspace, NPS Management Policies or Director's Orders or other obligations that would affect noise management, changes to Park management priorities as reflected in NPS planning and management documents or compendium, or changes in key staff or contacts, etc.

7.0 REPORTING

Given the dynamic nature of natural and cultural resources and systems the NPS is responsible for managing, coupled with the dynamic nature of the human influences upon

them, NPS is required under its enabling legislation and Management Policies to monitor resource conditions to better understand trends and conditions over time and manage accordingly.

Further, the Act states that voluntary agreements must address the management issues necessary to protect the resources and visitor use of the park without compromising aviation safety or the air traffic control system.

7.1 Air Tour Reporting Format

The Act requires that each commercial air tour operator conducting commercial air tours over a national park under a voluntary agreement submit air tour reports that include the number of air tours over a park and any other information requested by the agencies with a frequency and in a format prescribed by the agencies. 49 U.S.C. § 40128(d). Reporting requirements are detailed in the Office of Management and Budget Information Collection Request OMB Control No. 2150-0750.

- The Operator will submit to the agencies semi-annual reports regarding the number of commercial air tours conducted within the Agreement boundary that are authorized by this Agreement, as well as associated flight monitoring data described in Section 6.1;
- Reports are due to both the agencies no later than 30 days after the close of each reporting period. Reporting periods are January 1 through June 30 and July 1 through December 31;
- The Operator shall adhere to the requirements of the approved reporting template provided by the agencies; and
- In case of termination the Operator is required to submit air tours immediately if they have participated in the Temporary Transfer of Allocations as detailed in Section 6.5.

7.2 Wildlife Aircraft Strike Reporting

Operators will report all wildlife strikes that occur during commercial air tours within the Agreement boundary per FAA Advisory Circular 150/5200-32, Reporting Wildlife Aircraft Strikes. Operators are encouraged to submit their report electronically via the online reporting system at the Airport Wildlife Hazard Mitigation web site at <https://www.faa.gov/go/wildlife> or via mobile devices at <https://www.faa.gov/mobile>. Operators will receive an email copy of the report after submission. Operators may choose to submit a paper version of FAA Form 5200-7 contained within FAA Advisory Circular 150/5200-32. If a paper report is submitted, operators should retain a copy of the paper report. Copies of electronically or paper submitted reports should be included with the semi-annual reports required by Section 7.1.

8.0 TRIBAL CONSULTATION

In addition to other authorities, the Act also requires the agencies to consult with any Indian tribe whose tribal lands are, or may be, flown over by a commercial air tour

operator under a voluntary agreement.¹³ Tribal consultation is continuous throughout the life of this Agreement. If new information or resources are discovered that may be impacted by this Agreement, the Park will consult with Tribes, including FIGR.

Tribal input was considered and incorporated in this Agreement as appropriate.

9.0 PUBLIC REVIEW

The Act requires the agencies to provide an opportunity for public review of a proposed voluntary agreement. The draft Agreement was open for public comment via the Federal Register from December 2, 2025, to January 9, 2026. The agencies considered comments received during the public comment period.

10.0 AMENDMENT

The NPS, the FAA, or the Operator may request an amendment to this Agreement. Requests for an amendment must meet the following requirements in order to be considered for approval:

- Submitted in writing to the other two parties to this Agreement (email is sufficient);
- Include a justification that explains why the amendment is needed;
- Address the Park management issues identified in Section 3.1 of this Agreement;
- Where an amendment affects the Agreement of the other respective air tour operators within the Agreement boundary, it must be agreed to by the other commercial air tour operators;
- Signed by the other Parties; and
- Opportunity for public review and tribal consultation, as necessary.

Written acknowledgment of receipt will be provided by the Agencies within 30 days of receipt of the request. Upon approval, notice of the Amendment will be sent by the Agencies to the other commercial air tour operators conducting air tours at the Park.

11.0 TRANSFER OF VOLUNTARY AGREEMENT

This Agreement is non-transferable. As approved by the agencies, allocations may be assumed by a successor purchaser that acquires an entity holding allocations under this Agreement in its entirety. In such case, the prospective purchaser shall notify the FAA and the NPS of its intention to purchase the Operator at the earliest possible opportunity to avoid any potential interruption in the authority to conduct commercial air tours under this Agreement. This notification must include a certification that the prospective purchaser has read and will comply with the terms and conditions in this Agreement. The FAA will consult with the NPS before issuing new or amended OpSpecs or taking other formal steps to memorialize the change in ownership.

¹³ 49 U.S.C. § 40128(b)(7)(C).

12.0 CONFORMANCE OF OPERATIONS SPECIFICATIONS

FAA will issue OpSpecs to reflect the terms and conditions of this Agreement within 180 days of the effective date of this Agreement.

13.0 TERMINATION

13.1 General

The Act provides for agency termination at the discretion of:

- (1) the NPS if the Director determines that the Agreement is not adequately protecting the Park's resources and/or visitor experiences; or
- (2) the FAA, if the Administrator determines that the Agreement is adversely affecting aviation safety and/or the national aviation system.

Operators may terminate the Agreement for any reason.

13.2 Initiation of Termination

Prior to termination by any party, the Parties will make good faith efforts to work to ensure the stability of and compliance with this Agreement. Early identification of issues or concerns by any of the Parties will allow for opportunities to resolve or address those identified issues or concerns before initiating termination of this Agreement. Issues or concerns by the Parties will trigger a meeting under Section 6.2. If resolution does not occur, notification to terminate will be made in writing to the other signatories of this Agreement. Such notification shall stipulate the reasons for terminating this Agreement.

13.3 Conditions Upon Termination

Upon termination of this Agreement, the Operator shall continue to conduct operations consistent with this Agreement for 30 days following such termination, after which time they shall conform to the requirements for IOA, as reduced by Section 6.7 and described in Appendix A, until an ATMP for the Park is in effect.

In the event an operator terminates this Agreement and voluntarily surrenders their IOA for the Park(s), Agreements with other operators remain in effect and the Parks maintain compliance with the Act. If the Operator does not voluntarily surrender their IOA, they shall continue to conduct operations consistent with this Agreement for 30 days following such termination, after which time they shall conform to the requirements for IOA as described in the Operator's OpSpecs. Agreements with other operators remain in effect until an ATMP for the Parks is established.

When the Operator's Agreement is terminated and reverts to their IOA, their total number of annual flights for that calendar year cannot exceed the annual number of flights granted under IOA.

13.4 Effective Date of Termination

The effective date of termination of this Agreement shall be 30 days following a termination notice by any of the Parties to this Agreement.

14.0 AGREEMENT AND EFFECTIVE DATE

The Parties to this Agreement agree to abide by the terms set forth in this Agreement. This Agreement is effective on the date of signature by all Parties.

15.0 COMPLIANCE WITH ALL LAWS

The agencies will implement this Agreement in accordance with all applicable Federal laws.



[Aaron Singer \(Mar 16, 2026 11:34:35 PDT\)](#)

Aaron Singer Date
Owner
San Francisco Seaplane Tours,
Inc.

David A. Smith

[David A. Smith \(Mar 16, 2026 12:42:13 PDT\)](#)

David Smith Date
Superintendent
Golden Gate National Recreation
Area
National Park Service

Jonathan Dille

[Jonathan Dille \(Mar 16, 2026 12:22:32 PDT\)](#)

Jonathan Dille Date
Acting Superintendent
San Francisco Maritime National
Historical Park
National Park Service

Anne Altman

[Anne Altman \(Mar 16, 2026 12:31:23 PDT\)](#)

Anne Altman Date
Superintendent
Point Reyes National Seashore
National Park Service

Joy Beasley

[Joy Beasley \(Mar 17, 2026 13:39:08 PDT\)](#)

Joy Beasley Date
Acting Associate Director
Natural Resource Stewardship and
Science Directorate
National Park Service

Julie Marks

[Julie Marks \(Mar 17, 2026 13:54:57 EDT\)](#)

Julie Marks Date
Executive Director
Office of Environment & Energy
Federal Aviation Administration

APPENDIX A

1.0 Commercial Air Tour Allocations

Table 1 identifies specific allocations of the annual operations along with authorized aircraft type by operator and IOA.

Table 1. Air Tour Operations and Aircraft Type by Operator

Air Tour Operator	Annual Operations	Daily Operations	IOA	Aircraft Type
San Francisco Helicopters, LLC	<p>For routes that fly over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: 1,125</p> <p>There are no air tours over Muir Woods National Monument.</p>	No set limit	<p>For routes that fly over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: 640</p> <p>There is no IOA over Muir Woods National Monument.</p>	BHT-206B
San Francisco Seaplane Tours, Inc.	<p>For routes that fly over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: 1,125</p> <p>For the route that flies over Golden Gate National Recreation Area, San Francisco Maritime National Historical Park, and Point Reyes National Seashore: 143</p> <p>There are no air tours over Muir Woods National Monument.</p>	<p>Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: No set limit</p> <p>Point Reyes National Seashore: 1 tour per day on Standard Days, with 5 Flex Days per year on which 2 tours per day may be conducted.</p>	<p>For routes that fly over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: 563</p> <p>For the route that flies over Golden Gate National Recreation Area, San Francisco Maritime National Historical Park, and Point Reyes National Seashore: 72</p> <p>There is no IOA over Muir Woods National Monument.</p>	DHC-2-MKI
Specialized Helicopters	<p>For routes that fly over Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: 334</p> <p>There are no air tours over Muir Woods National Monument.</p>	No set limit	0	R-44, R-44II, EC-130T2

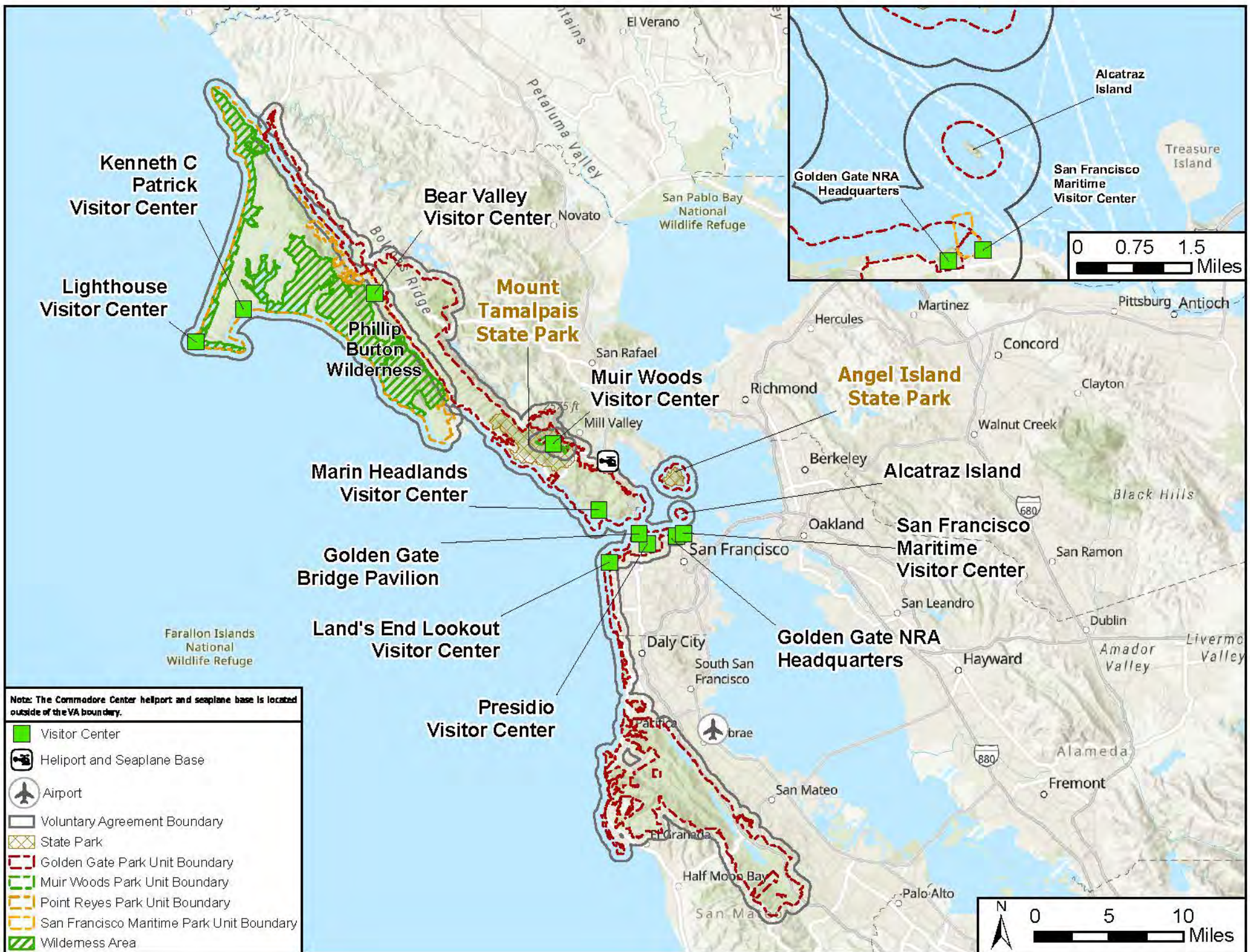
2.0 Day/Time Restrictions

Table 2. Air Tour Time-of-Day and Day-of-Week Restrictions by Operator

Air Tour Operator	Time-of-Day	Day-of-Week
San Francisco Helicopters, LLC	Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: Tours may operate from 9:00 AM until 30 minutes after sunset.	The NPS can establish temporary no-fly periods that applies to air tours for special events or planned park management.
San Francisco Seaplane Tours, Inc.	Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: Tours may operate from 9:00 AM until 30 minutes after sunset. Point Reyes National Seashore: 12:00 PM to 5:00 PM	The NPS can establish temporary no-fly periods that applies to air tours for special events or planned park management.
Specialized Helicopters	Golden Gate National Recreation Area and San Francisco Maritime National Historical Park: Tours may operate from 9:00 AM until 30 minutes after sunset.	The NPS can establish temporary no-fly periods that applies to air tours for special events or planned park management.

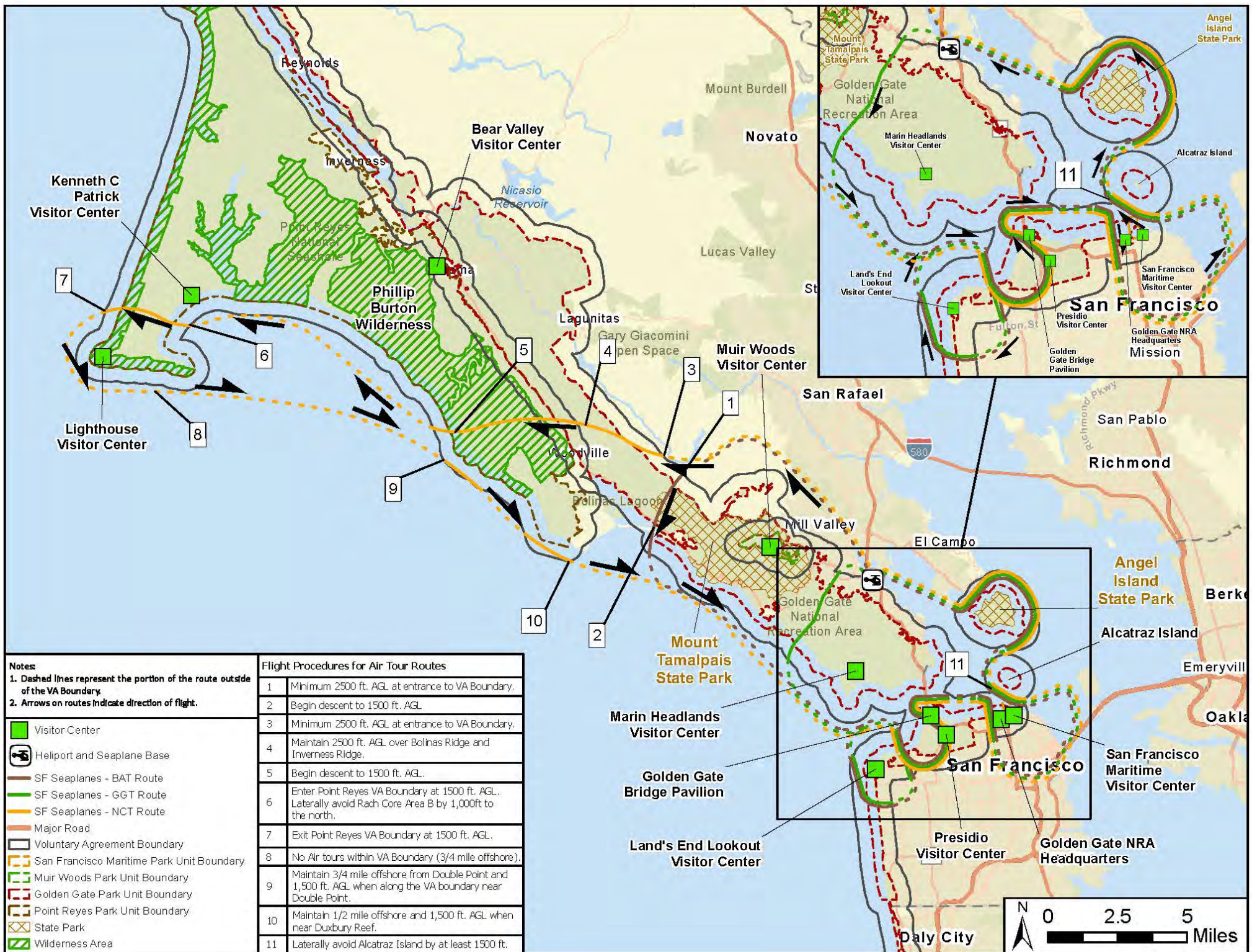
APPENDIX B

Enlarged Figure 1



APPENDIX C

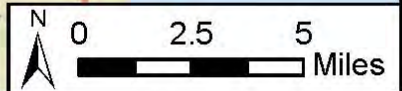
Enlarged Figure 2-5

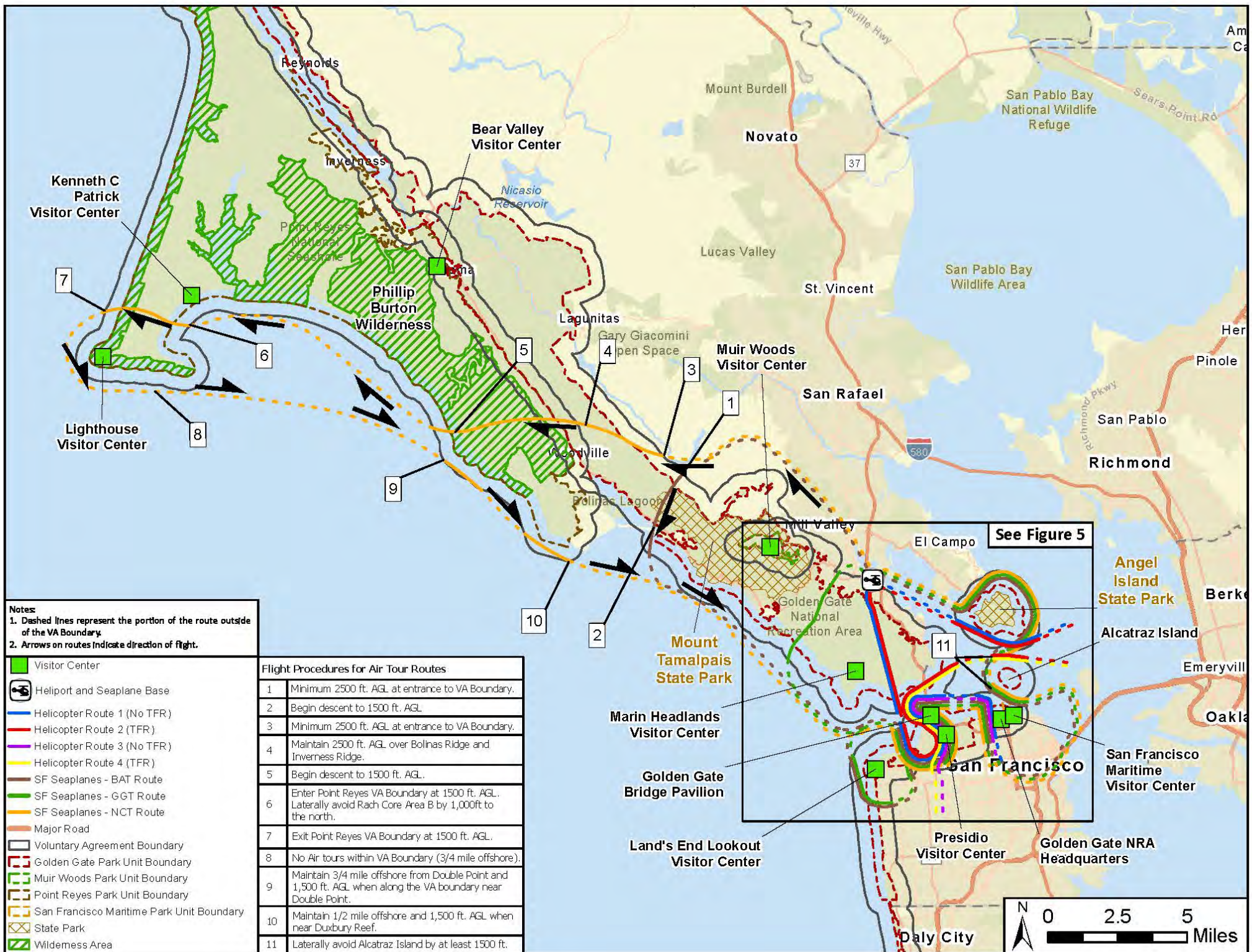


Notes:
 1. Dashed lines represent the portion of the route outside of the VA Boundary.
 2. Arrows on routes indicate direction of flight.

- Visitor Center
- Heliport and Seaplane Base
- SF Seaplanes - BAT Route
- SF Seaplanes - GGT Route
- SF Seaplanes - NCT Route
- Major Road
- Voluntary Agreement Boundary
- San Francisco Maritime Park Unit Boundary
- Muir Woods Park Unit Boundary
- Golden Gate Park Unit Boundary
- Point Reyes Park Unit Boundary
- State Park
- Wilderness Area

Flight Procedures for Air Tour Routes	
1	Minimum 2500 ft. AGL at entrance to VA Boundary.
2	Begin descent to 1500 ft. AGL
3	Minimum 2500 ft. AGL at entrance to VA Boundary.
4	Maintain 2500 ft. AGL over Bolinas Ridge and Inverness Ridge.
5	Begin descent to 1500 ft. AGL.
6	Enter Point Reyes VA Boundary at 1500 ft. AGL. Laterally avoid Rach Core Area B by 1,000ft to the north.
7	Exit Point Reyes VA Boundary at 1500 ft. AGL.
8	No Air tours within VA Boundary (3/4 mile offshore).
9	Maintain 3/4 mile offshore from Double Point and 1,500 ft. AGL when along the VA boundary near Double Point.
10	Maintain 1/2 mile offshore and 1,500 ft. AGL when near Duxbury Reef.
11	Laterally avoid Alcatraz Island by at least 1500 ft.





Notes:
 1. Dashed lines represent the portion of the route outside of the VA Boundary.
 2. Arrows on routes indicate direction of flight.

- Visitor Center
- Heliport and Seaplane Base
- Helicopter Route 1 (No TFR)
- Helicopter Route 2 (TFR)
- Helicopter Route 3 (No TFR)
- Helicopter Route 4 (TFR)
- SF Seaplanes - BAT Route
- SF Seaplanes - GGT Route
- SF Seaplanes - NCT Route
- Major Road
- Voluntary Agreement Boundary
- Golden Gate Park Unit Boundary
- Muir Woods Park Unit Boundary
- Point Reyes Park Unit Boundary
- San Francisco Maritime Park Unit Boundary
- State Park
- Wilderness Area

Flight Procedures for Air Tour Routes	
1	Minimum 2500 ft. AGL at entrance to VA Boundary.
2	Begin descent to 1500 ft. AGL.
3	Minimum 2500 ft. AGL at entrance to VA Boundary.
4	Maintain 2500 ft. AGL over Bolinas Ridge and Inverness Ridge.
5	Begin descent to 1500 ft. AGL.
6	Enter Point Reyes VA Boundary at 1500 ft. AGL. Laterally avoid Rach Core Area B by 1,000ft to the north.
7	Exit Point Reyes VA Boundary at 1500 ft. AGL.
8	No Air tours within VA Boundary (3/4 mile offshore).
9	Maintain 3/4 mile offshore from Double Point and 1,500 ft. AGL when along the VA boundary near Double Point.
10	Maintain 1/2 mile offshore and 1,500 ft. AGL when near Duxbury Reef.
11	Laterally avoid Alcatraz Island by at least 1500 ft.

See Figure 5

