

AGREEMENT BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE
JACKSON HOLE AIRPORT BOARD

This agreement is entered into pursuant to the Act of March 18, 1950, 16 U.S.C. 7a-7e, by the United States of America acting through the Department of the Interior (Department) as represented by the Secretary of the Interior, and the Jackson Hole Airport Board (Board) which is an organization created under the laws of the State of Wyoming by Resolution of the Board of County Commissioners of Teton County, Wyoming and Ordinance of the Town of Jackson, Wyoming.

The Board has operated, and is presently operating an airport in Grand Teton National Park under permits with the U.S. Department of the Interior, National Park Service, presently scheduled to expire on April 25, 1995. 1/

The Secretary of the Interior has determined that the continued operation of such airport is necessary to the proper performance of the functions of the Department and that no feasible and prudent alternatives thereto exist. It is, therefore, the desire of the parties that this agreement be executed to extend the term of the present permit to provide a mechanism to facilitate the qualification for Federal Aviation Administration grants-in-aid and for appropriate amortization of improvement costs, to make necessary changes in the terms thereof, and to set forth more precisely the mutual obligations and responsibilities of the parties.

1/ Special Use Permits Nos. 14-10-217-146, April 29, 1955 and 1450-9-9022, August 1, 1979.

SP# 1460830018

TERMS AND CONDITIONS

1. TERM OF AGREEMENT.

(a) Term. This agreement shall be effective upon the date of the last signature hereto and for a primary term of 30 years thereafter; provided, that at the end of the 10th year of said 30-year term and at the end of each 10-year period thereafter the Board shall have an option to renew this agreement for an additional 10-year term if the Board has substantially and satisfactorily complied with all of the essential terms and conditions of this agreement. The term of this agreement, as extended, shall not exceed 50 years.

(b) Extensions and Modifications. Further extensions, amendments or modifications may be negotiated by the parties on mutually satisfactory terms. Furthermore, upon expiration of the agreement the Parties agree to negotiate in good faith a mutually satisfactory extension of the agreement.

2. DESCRIPTION OF LAND.

During the term of this agreement the Board is authorized to use the following described land in Grand Teton National Park, to wit:

Beginning at the SW corner of the NW 1/4, NW 1/4, Section 23, T. 42N., R. 116W., 6th Principal Meridian, running northward along the section line to the NW corner of the SW 1/4, Section 14. Then northwest to a point 280 feet south and 310 feet west of the NW corner of the SW 1/4, NW 1/4, Section 14; thence NE to the NW corner of the SW 1/4, NW 1/4, Section 14. Then NE to the NE corner NW 1/4, NW 1/4, Section 14, and then NE to a point 500 feet north and 250 feet east of the SW corner of the NW 1/4, NE 1/4, Section 11. Then in an easterly direction to a point 550 feet east of the SW corner of the NE 1/4, NE 1/4, Section 11; thence southward to the NW corner SW 1/4, NE 1/4, Section 14; then along the 1/4 section line to the center 1/4 corner of Section 14. Then southwesterly to the NE

corner, NW 1/4, NW 1/4, Section 23, and then south to the SE corner, NW 1/4, NW 1/4, Section 23, and then west to the point of beginning.

Said area contains + 533 acres for the purpose of operating a public airport facility pursuant to the Act of March 18, 1950, as amended, supra.

In addition to those lands legally described above, additional lands, approximately 4.37 acres, are hereby assigned for the purpose of allowing the Airport Board to use and maintain the access road from U.S. Highway 26/89 that serves the airport. The extent of this additional land shall be 30 feet on each side of the center line for the sole purpose of maintenance and operation of the existing access road, which is approximately .6 mile in length. Maximum paving width on any future repaving shall not exceed a total of 24 feet. In advance of any reconstruction of the road, plans shall be reviewed by the National Park Service in accordance with section 7 of this agreement.

3. PAYMENTS.

In consideration of the permission to use the land described above and the other terms and conditions herein specified, the Board shall perform snow removal services for the airport access road and parking lots and maintain the access road as set forth in Section 7(e) of this agreement (which services were formerly performed by the Department), and pay to the United States the sum of one percent of the first \$200,000 of Operating Receipts of the Board (excluding grants and revolving funds, as listed in Attachment A) and one-and-one-half percent of any Operating Receipts of the Board exceeding \$200,000. "Operating Receipts" as used in this subparagraph means those funds received by the Board as the result of operations carried on at the airport and do not include federal, state or local grants, loan receipts, revolving funds, interest income or receipts from the Town of Jackson or Teton County, Wyoming. This fee shall be payable within sixty (60) days following the close of the Board's fiscal year and shall be paid to the Superintendent of Grand Teton National Park.

An interest charge will be assessed on overdue amounts for each 30 day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

4. REGULATIONS AND AIRPORT OPERATION.

(a) General. In the operation of the airport, the Board shall comply with all applicable Federal rules and regulations. The Board will be notified and afforded an opportunity to comment on any regulations proposed by the Department affecting airport operations.

(b) Management Responsibility. The Board is deemed the operator of the airport as defined in the applicable Department of Transportation regulations, and, as such, is solely responsible for the operation, management, utilization and maintenance thereof. The Board shall consult with the Department on such matters as may significantly affect the proper performance of the functions of the Department.

(c) Federal Aviation Administration Regulations. Airport operations must comply with the regulations of the Federal Aviation Administration governing operations of airports of this class and size.

(d) Federal Aviation Administration Special Use Permits. Special Use Permits issued to the Federal Aviation Administration for ILS/DME Clear Zones, Localizer Facility Sites, TVOR, RCAG and VASI facilities and related facilities, some within and other outside the established Airport boundary, as specified in the attached map (Attachment B), take precedence over other airport uses.

(e) Noise Control Plan. The Board's existing noise control plan will remain in effect, except as specifically modified by this agreement. Within twenty (20) months of the effective date of this agreement, the Board shall complete a revised plan based upon Federal Aviation Administration regulations, FAR Part 150, (14 C.F.R. Part 150) which utilizes the latest in noise mitigation technology and procedures. The revised plan will be developed in a comprehensive study to consider all of the relevant environmental, economic, and operational considerations.

The primary objective of the revised plan shall be to ensure that future airport operations are controlled in such a manner that aircraft noise exposure will remain compatible with the purposes of Grand Teton National Park and will result in no significant increase in cumulative or single event noise impacts on noise sensitive areas of the Park. See Attachments C (Figure 1) and D (Figure 2). The revised plan shall also seek to ensure

Amend

that airport operations are conducted in such a manner that aircraft noise exposure will be reasonably compatible with other adjacent land uses.

The Board shall implement all measures contained in the revised plan, as approved by the Department of Transportation, as soon as is practicable thereafter, but no later than two (2) years from the effective date of this agreement. The Board, on a continuous basis thereafter, will review and amend the plan to incorporate new prudent and feasible technological advances which would allow further reduction in noise impacts on Grand Teton National Park, and such amendments shall be implemented by the Board as soon as is practicable following approval by the Department of Transportation.

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The Board will take all reasonable measures to notify aircraft operators to avoid noise sensitive areas of Grand Teton National Park. The Board will maintain records of complaints of aircraft violating the FAA airspace advisory of 2,000 feet above ground level over Grand Teton National Park and notify the appropriate FAA Flight Standards Office of all such complaints. Further, to the extent feasible, the Board will limit airport approaches from and departures to the north, and encourage pilots taking off to or approaching from the north to maintain a course east of U.S. Highway 26/89 north of Moose.

(f) Cumulative Noise Standards. The cumulative noise standards specified below will be enforced as soon as practicable after the effective date of the agreement, but no later than two (2) years. Failure to enforce these noise standards shall be a material breach of the agreement. Compliance with the noise standards will be determined through the collection of noise measurement data over the periods identified and locations specified in this agreement.

(1) Acoustical energy associated with airport operations shall not exceed a level of 45 dB (Ldn), as determined by calculations set out below, based on measurement of single event noise levels, west of a line drawn between the southwest corner of Section 3, Township 42 North, Range 116 West, and the northeast corner of Section 30, Township 44 North, Range 115 West, and no further north than the north section line of Sections 26, 27, 28, and 29, Township 44 North, Range 115 West. Monitoring station(s) shall be located approximately along the line described above in this paragraph.

Determinations of the 45 dB (Ldn) levels will be made using the following methods and calculation procedures:

a. Noise Metrics/Noise Measurement Equipment: Single event noise levels shall be measured using a Type 1 Precision Integrating Sound Level Meter (PISLM) or equivalent system capable of displaying:

1. Sound Exposure Level (SEL), the single event acoustical dose (also expressed LAE).

2. Maximum A-Weighted Sound Level (dBA), measured using SLOW dynamic response, (also expressed as LASm).

3. All measurement equipment and measurement practices shall comply with International Electrotechnical Commission Publication 651 (IEC-651).

b. Data Reporting: For each single event aircraft noise measurement it is necessary to provide the following:

1. Aircraft type, air carrier identification
2. Type of operation (landing or takeoff)
3. dBA
4. SEL
5. Graphic Level Time History (optional)
6. Time of maximum dBA occurrence
7. Airport reported wind, direction and speed temperature.

c. Determination of Statistical Average Sound Levels for Aircraft Type.

1. For each aircraft type within the airport mix determine a mean SEL and dBA value along with standard deviation for both approach and departure operational modes. These mean values must in each case reflect a statistical population of events which in turn reflect the yearly average airport operational characteristics including low wind (i.e., less than 10 knots), average temperature, and representative trip length.

2. For each determination of average sound exposure level (SEL) it is necessary to acquire a population sample size necessary to achieve a 90% confidence interval of ± 1.5 dB.

d. Noise Calculation Matrix: As the first step in estimating the yearly average Day-Night Sound Level (Ldn) it is necessary to develop the following tables.

Takeoff

A/C Type	\overline{SEL}	N*	$ANTILOG(SEL/10) \times N$
			Sum = T

Approach

A/C Type	\overline{SEL}	N*	$ANTILOG(SEL/10) \times N$
			Sum = A

* N is the effective yearly-average daily number of operations. $N = N_d + (10 \times N_n)$, where N_d is the number of operations between 7 a.m. and 10 p.m., and N_n is the number of operations between 10 p.m. and 7 a.m.

The estimate of the yearly-average Day-Night Sound Level (Ldn) is then calculated as follows:

$$Ldn = 10 \log (A+T) - 49.4$$

(2) Further, airport operations will not generate a 55 Ldn noise contour which extends beyond the boundary of the noise sensitive areas of the park as set forth in Attachments C (Figure 1) and D (Figure 2), which has been established based on the environmental resource needs of the park.

The 55 Ldn contour will be determined from the FAA Integrated Noise Model, Version 3.8, using the most current airport operations, including aircraft operation, flight tracks and time of operation. The noise contour shall then be validated using a measured estimate of the yearly average Ldn. The estimate shall be based on a sample of measured 24-hour Ldn values for not less than ten (10) days, each day characterized by nominal yearly-average operational characteristics. The estimate shall be reported along with the 90% confidence interval (CI). If the 90% CI exceeds 1.5 dB, the sample size shall be increased until a 90% CI of 1.5 dB is attained. Noise data shall be measured using appropriate acoustical engineering methodology as defined in American National Standards Institute (ANSI) and International Electrotechnical Commission (IEC) publications, and at location(s) agreed to by the Airport Board and the National Park Service.

(g) Single Event Noise Standard. No aircraft will be permitted to operate at the Jackson Hole Airport which has a single event noise level which exceeds 92 on the dBA scale on approach.

The single event noise standard specified above will be enforced as soon as practicable after the effective date of the agreement, but no later than 6 months. Failure to enforce this noise standard shall be a material breach of the agreement.

Compliance with the single event noise standard above will be determined by reference to Federal Aviation Administration Advisory Circular 36-3B, or the version of that document currently in effect. No adjustments for gross weight will be allowed. Aircraft types and models which are not listed in Advisory Circular 36-3B will be allowed to operate if the FAA determines that the aircraft type and model would meet the noise limits stated below if it were tested according to FAA procedures and the operator obtains approval from the Airport Board certifying that operation of the aircraft is compatible with conditions for operation of the airport.

(h) Commercial Scenic, Charter, and Training Flights. The Board agrees that it will insert in all subcontracts involving aircraft operations, and take reasonable measures to enforce, a provision prohibiting the origination of commercial scenic or charter flights, as well as aircraft training operations, over noise sensitive areas of the park, (see Attachments C (Figure 1) and D (Figure 2)), except when instrument operations are required to or

from the north by weather conditions or for instrument flight training, or are desirable for night time operations and except when required to utilize Victor (VOR-Federal) airways; provided, however, the above instrument operations not specifically required by weather conditions must be conducted under Instrument Flight Rules (IFR) and cleared through FAA Air Traffic Control, and Victor airways must be intercepted outside the noise sensitive areas of the park at the minimum en route altitude prescribed for the airway and aircraft must maintain at least that altitude over the noise sensitive areas of the park.

5. REVOCATION.

In the event the Board shall be in default due to its failure to perform any of the terms and conditions set forth in this agreement, the Department shall be entitled to terminate this agreement. The agreement may not be terminated without giving the Board an opportunity for a hearing on the merits as to the alleged default and without providing the Board a reasonable period within which to cure the alleged default. This reasonable period shall be such time as will be sufficient to provide the Board with an opportunity to cure the alleged default and, shall, in any event, not be less than ninety (90) days.

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6. ASSIGNMENT.

This agreement may not be assigned or transferred without the written consent of the Department, provided, however, this provision shall not be construed to prevent assignments for the purpose of obtaining financing, transfers by operation of law, or to successor governmental authorities.

7. IMPROVEMENTS.

(a) General Construction. The Board may construct or install upon the lands included in this agreement such buildings, structures, or other improvements and build or construct such roads as are necessary and desirable for the operations permitted hereunder in the development subzone as marked on Attachment B. In addition, the Board may construct additional aircraft parking in the area marked on the attached map. The Board may not, however, do any of the following:

- (1) Install any improvements other than navigational and safety aids west of the existing runway.
- (2) Construct or permit the operation of any commercial overnight lodging accommodation facilities.

- (3) Construct or permit the operation of any industrial or other facilities unrelated to direct airport operations.
- (4) Construct any facilities (other than a control tower) at an elevation height in excess of the existing buildings.

All such structures or improvements will be compatible in architectural style and appearance with existing structures. The Board will be solely responsible for securing funds and carrying out any construction project. The Board will notify the Department of any proposed construction when and if preliminary or conceptual plans are developed. In addition, the Board will provide the Department with copies of proposed, detailed plans and specifications at least 150 days prior to planned initiation of construction and the Department will provide the Board with its written comments, if any, within 60 days thereafter.

The Board agrees to immediately cease all construction activities and notify the Department if any significant scientific, prehistorical, historical, or archeological data is being or may be irrevocably lost or destroyed as the result of such construction. Once construction has been discontinued, the Board agrees it will not be resumed prior to approval from the Department.

(b) Runway Extension. This agreement does not authorize the extension of the runway, which can only be accomplished by amendment to the agreement.

(c) Signs. All signs constructed or authorized by the Board shall be compatible with signs utilized by the National Park Service in Grand Teton National Park.

(d) Removal. Upon termination or revocation of this permit, the Board may remove any such building, structure, or improvement and if removed, shall restore the site thereof to as nearly a natural condition as possible. Any buildings, structures or improvements as have not been removed by the Board within six months following the revocation or termination of this permit shall become the property of the United States without compensation therefor. The Board agrees to remove any terminal facility on the land at its cost within six months after termination or expiration of this permit, if requested to do so by the National Park Service.

(e) Maintenance. The Board will physically maintain and repair all facilities used in the operation, including grounds maintenance and all necessary housekeeping activities associated with the operation, in a safe, sanitary, and sightly condition. Snow removal on the runways, taxiways, parking ramps, public parking lots, and roads including the access road, shall be the responsibility of the Board. Maintenance of the access road will be the responsibility of the Board. In order that a high standard of physical appearance, operations, repair and maintenance will be assured, appropriate annual inspections will be carried out jointly by the Department and the Board to determine such maintenance and repair needs.

The Board shall, at all times, keep the airport on the lands covered by this agreement equipped and maintained in accordance with the requirements of the Federal Aviation Administration or such other governmental agency or official as may have lawful jurisdiction and authority thereover.

8. INSURANCE.

(a) Insurance on Improvements. The Board shall carry or cause subcontractors and lessees to carry insurance on buildings and improvements against losses by fire or other hazards in an amount satisfactory to the Board. Amounts shall be subject to approval by the Department for facilities constructed with Department funds. In the event of loss, in whole or in part, of any such buildings or improvements as may be insured pursuant to the provisions hereof, such insurance shall be applied toward either (1) the replacement, rehabilitation, or repair of such building or improvements; or (2) the Board may elect to not rebuild and shall thereupon use the proceeds to remove any debris and restore the site; or (3) the construction of other buildings or improvements.

(b) Indemnity Insurance. The Board shall indemnify and hold the government harmless for any and all losses, damages, or liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whosoever made, arising out of the activities of the Board, its employees, subcontractors, lessees, or agents.

For the purpose of fulfilling its obligations under this paragraph, the Board will provide the Department with written notice that the Board has obtained insurance, and the Board shall thereafter provide the Department written notice of any material change affecting the insurance program effected by the Board. The Board shall annually provide the Department with certificates of

insurance or other similar documents sufficient to evidence compliance with this section. The amounts of the insurance shall be equal to or greater than what is usually carried by prudent operators of similar airports.

9. SERVICES AND RATES.

(a) Business Activities. The business activities as shown on Attachment E providing services to the public by virtue of subcontracts, all of which activities have in the past and are presently being carried on, are authorized. The Board may provide other goods and services at the airport which are customary and usual for airports of this class and size and which are, to the maximum extent practicable, compatible with the purposes of Grand Teton National Park. When instituted, such activities shall be listed by the Board by written notice to the Department.

(b) Rates and Prices. Pursuant to 16 U.S.C. 7d all rates and prices charged by the Board and its subcontractors and licensees to the public shall be fair and reasonable. Reasonableness shall be judged primarily by comparison with those current for airports of comparable character under similar conditions, with due consideration for length of seasons, availability and costs of labor and materials, a reasonable rate of return on capital invested, and other factors affecting pricing at the Jackson Hole Airport. The Board shall advise the Department in writing of any proposed additional business activities or implementation of any proposed rates prior to institution of such activities or implementation of changes in previous rates, and such activities will also be subject to the provisions of section 7 of this agreement.

10. NON-DISCRIMINATION.

See Attachment F.

11. PUBLIC SAFETY.

(a) Law Enforcement. The board shall be responsible for general airport security and for the prevention of or the investigation of criminal activity on the airport grounds; however, the Department shall be notified immediately of such crimes as burglary, larceny, assault, rape or homicide, or any other felony.

(b) Fire and Rescue. The Board shall be responsible for the prevention and suppression of fires which occur on airport grounds including those resulting from aircraft accidents during the hours in which scheduled air carrier (FAR Part 121) operations are in

progress. The Board shall also respond as quickly as possible to fires occurring at all other hours. The Board shall also ensure that a crash truck and sufficient personnel are available to man the crash truck and are trained in the suppression of aircraft fires and the rescue of victims of aircraft crashes. The Department shall be notified of any personal injury accident or fatalities, all fires, and all aircraft accidents.

12. COOPERATION.

The parties agree to confer with each other on a continuing basis during the term of this Agreement relative to any changed circumstances, including, without limitation, any technological advances which are available on a commercially reasonable basis relative to operations at the Jackson Hole Airport and to negotiate in good faith to adopt any reasonable amendment to this Agreement in recognition of any such developments.

13. MISCELLANEOUS PROVISIONS.

(a) Water Rights. The Board will obtain all water rights necessary or proper for use in connection with this agreement. At the end of the term of this agreement or upon revocation, the Board shall assign all water rights obtained to the Department.

(b) Visitor Information Services. The Department through the National Park Service reserves the right to institute information and interpretive activities in the terminal building as deemed desirable in recognition that the Jackson Hole Airport is a visitor entrance to Grand Teton National Park.

(c) Right of Entry. Representatives of the Department shall have the right, at any time, to enter upon any lands, buildings, or structures included within this agreement for any purposes deemed reasonably necessary for the administration of the area and the Government services therein, but not so as to conflict with Federal Aviation Administration security regulations, nor unreasonably interfere with the Board's use of such lands or the improvements thereon.

(d) Payment and Notices of Actions. Payments by the Board and all correspondence hereunder between the parties, including informational notices of proposed actions by either party shall be sent by certified mail, return receipt requested, addressed to the appropriate party at the addresses hereinafter indicated or at such other address as may be hereafter designated in writing by either

the parties: President, Jackson Hole Airport Board, P.O. Box 159, Jackson Wyoming, 83001; and Superintendent, Grand Teton National Park, Moose, Wyoming 83012.

(e) Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

(f) Termination of Existing Permit. Upon the effective date of this agreement, Special Use Permit No. 1460-9-9022, August 1, 1979, is terminated, by agreement of the parties, in its entirety.

(g) Financial Report. The Board shall submit, not later than sixty (60) days after the close of its fiscal year, a copy of their financial report for the preceding year. The Department shall have the right to examine the Board's records to verify all such reports.

ATTEST:

JACKSON HOLE AIRPORT BOARD

John W. Richards
Secretary
April 27, 1983
Date

By: T. L. My Jensen
President
April 27, 1983
Date

THE UNITED STATES OF AMERICA

By: James G. Watt
Secretary of the Interior

Malcolm Kelly
[Signature]

Dick Cheney

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JACKSON HOLE AIRPORT BOARD BUDGET RECEIPTS.

SUBJECT TO FEE'S

The following are specific types of receipts which the parties agree are subject to the fee:

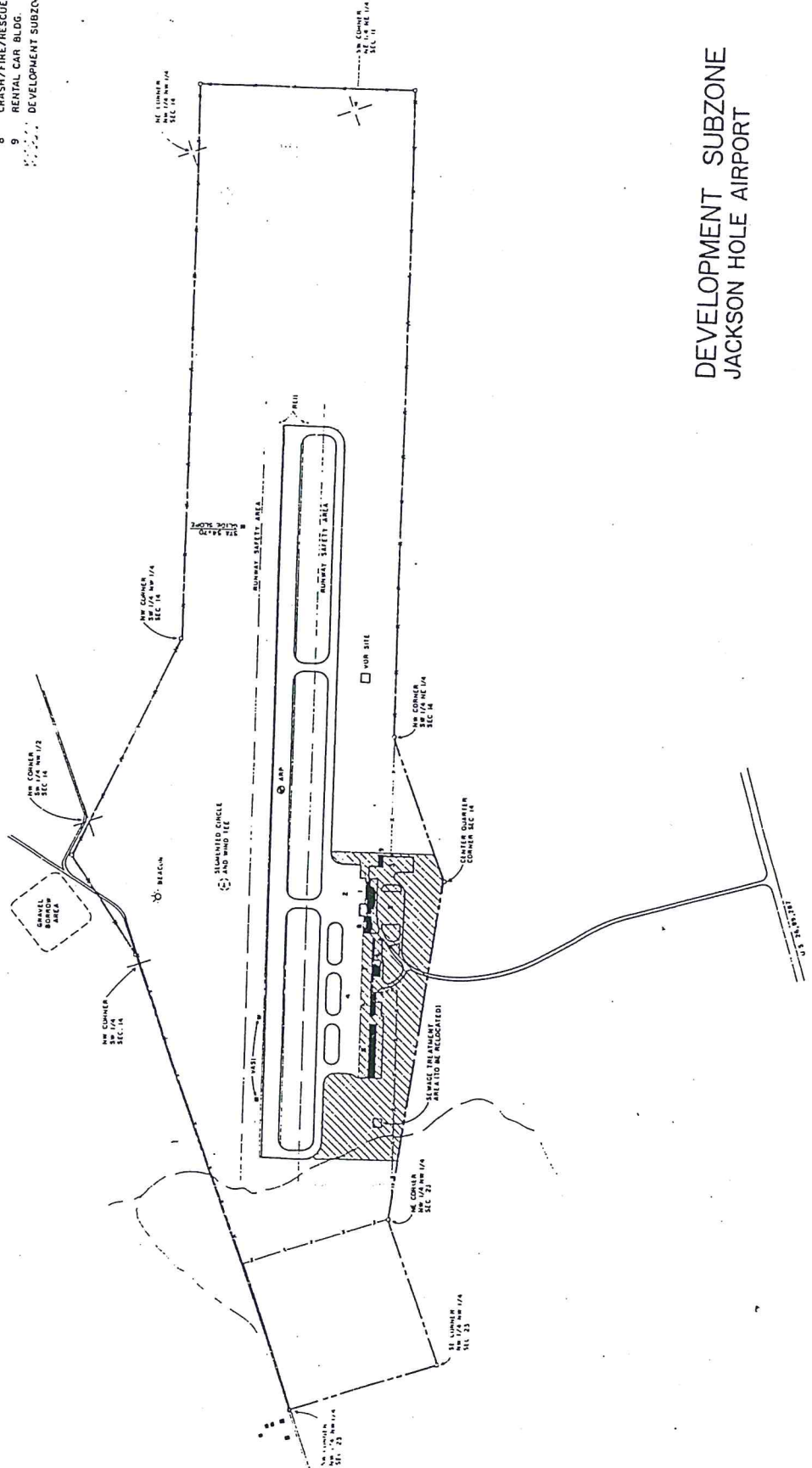
1. Rental for the use of any building or improvement located at the Jackson Hole Airport.
2. Landing fees charged for aircraft utilizing Jackson Hole Airport.
3. License fees received from any fixed base operator.
4. License fees received from auto rental agencies.
5. Rental received from food establishments.
6. Gas tax refund to the extent not redistributed to local governments.

The following are specific types of receipts which the parties agree are not subject to the fee:

- (a) Reimbursements received by the Board for providing security and maintenance services.
- (b) Gas tax refunds redistributed to local governments.
- (c) Grants or gifts received by the Board.
- (d) Receipts from third parties for the use of the airport photo copy machine on an actual expense basis.
- (e) Interest income on investment funds.
- (f) Appropriations from the Town of Jackson, Teton County and the State of Wyoming
- (g) Loan receipts.

ATTACHMENT B
LEGEND

- 1 EXISTING PROPERTY LINE
- 2 EXISTING FENCE LINE
- 3 TERMINAL BUILDING
- 4 AIR CARRIER APRON
- 5 TERMINAL AUTO PARKING
- 6 GENERAL AVIATION APRON
- 7 T-HANGERS
- 8 GENERAL AVIATION AUTO PARKING
- 9 FBO HANGAR
- 10 CRASH/FIRE/RESCUE BLDG.
- 11 RENTAL CAR BLDG.
- 12 DEVELOPMENT SUBZONE



DEVELOPMENT SUBZONE
JACKSON HOLE AIRPORT

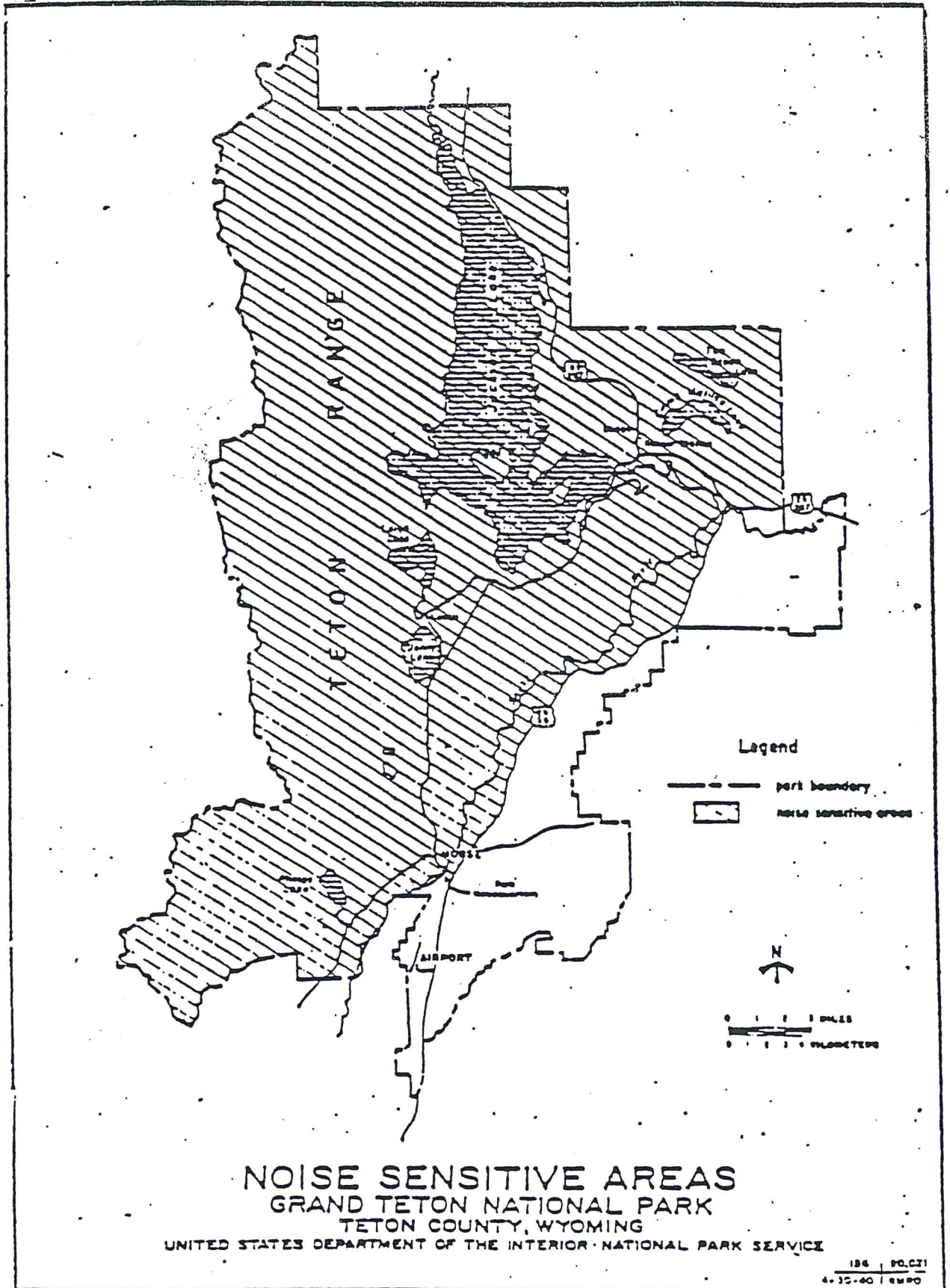
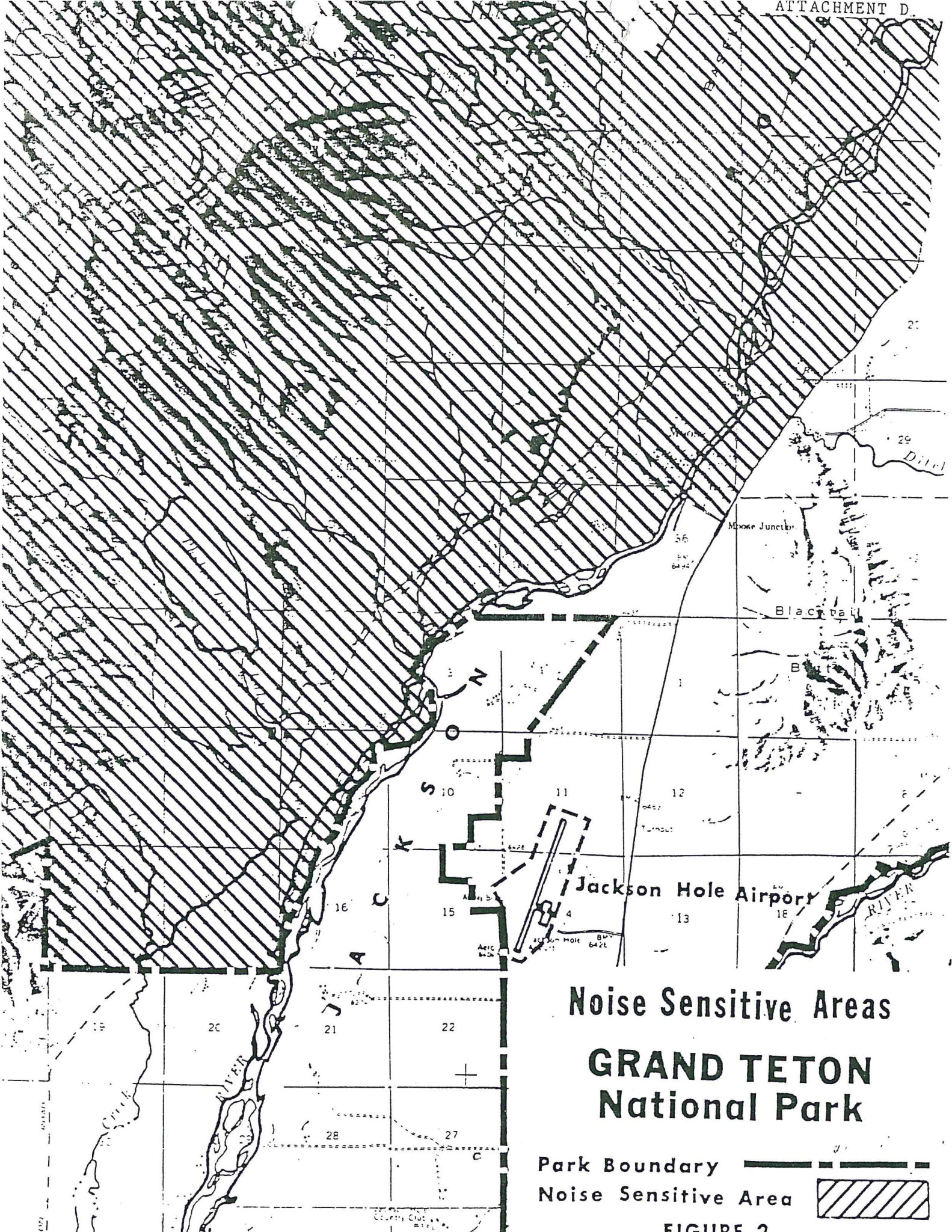


FIGURE 1.



Noise Sensitive Areas
GRAND TETON
National Park

Park Boundary 
 Noise Sensitive Area 

FIGURE 2

BUSINESS ACTIVITIES: JACKSON HOLE AIRPORT

The following are the types of activities permitted at the Jackson Hole Airport:

1. FAR Part 121 air carriers, commercial, commuter, air taxi and charter services.
2. Auto Rental Agencies.
3. The following services, alone or in conjunction with a Fixed Base Operator operation:
 - a) Flight and Ground School
 - b) Charter Service
 - c) Scenic Flights
 - d) Air Ambulance Service
 - e) Hangar Space
 - f) Fuel and Storage
 - g) Service and maintenance facilities for aircraft engine, airframe and avionics.
 - h) Soaring
 - i) Aerial Spraying
 - j) Other operations or activities specifically listed in the September 8, 1977 Airport Use Agreement between the Board and the Fixed Base Operator.
4. Cafe with liquor and malt beverage service
5. Vending machines
6. Airport terminal facilities
7. Automotive parking lot
8. Indoor advertising and courtesy phone system
9. Sundries

NON-DISCRIMINATION

United States Department of the Interior

The following provisions constitute Condition in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

Nondiscrimination. If use of the land covered by the agreement will involve the employment by the Board of a person or persons, the Board agrees as follows:

- (1) The Board will not discriminate against any employee or applicant for employment because of race, creed, color, ancestry, or national origin. The Board will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, ancestry, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rated of pay or other forms of compensation; and selection for training, including apprenticeship. The Board agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause.
- (2) The Board will, in all solicitations or advertisements for employees placed by or on behalf of the Board, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- (3) The Board will send to each labor union or representative of workers with which it had a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative of the Board's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Board will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Board will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Board's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Board may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Board will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless executed by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 284 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Board will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Board becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Board may request the United States to enter into such litigation to protect the interests of the United States.

**FOURTH AMENDMENT
TO THE
AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE JACKSON HOLE AIRPORT BOARD**

This Fourth Amendment to the Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board is entered into effective the 1st day of September, 2013, by and between the Jackson Hole Airport Board, a body corporate organized under the laws of the State of Wyoming (the "Board"), and the United States of America acting through the Department of the Interior (the "Department").

WHEREAS, the Act of March 18, 1950, 16 U.S.C. §§7a-7e authorizes the Secretary of the Interior to enter into agreements with public agencies, such as the Board, for the improvement, operation and maintenance of airports within national parks;

WHEREAS, pursuant to said Act, the Department and the Board entered into an Agreement dated April 27, 1983, as amended July 29, 1985, July 30, 2003 and May 18, 2011 (the "Agreement"), for the operation of the Jackson Hole Airport within Grand Teton National Park (the "Park");

WHEREAS, Section 3 of the Agreement provides for the Board's payment to the United States of 1% of the first \$200,000 in Operating Receipts, and 1.5% of Operating Receipts in excess of \$200,000, with Operating Receipts being defined to exclude certain receipts described in Attachment A to the Agreement;

WHEREAS, the Board and the Department agree that the Airport's existence in the Park causes the Department to incur expenses which exceed the amounts received by the Department in accordance with the existing fee payment formula; and

WHEREAS, the Board and the Department agree that the fee formula set forth in this Fourth Amendment is necessary for the Department to recoup such expenses, and does not exceed the value of the services actually received by the Board from the Department in relation to the Airport's existence and operation in the Park.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 3 of the Agreement is amended by striking the first and second sentences of the first paragraph thereof and substituting the following:

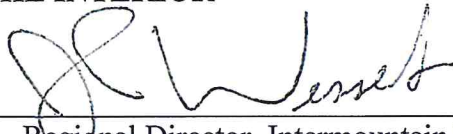
In consideration of the permission to use the land described above and the other terms and conditions herein specified, the Board shall perform snow removal services for the Airport access road and parking lots, and maintain the access road

as set forth in Section 7(e) of this Agreement (which services were formerly performed by the Department), and pay to the United States a sum equal to three percent (3%) of the first Four Million Dollars (\$4,000,000) of Operating Receipts of the Board, and four percent (4%) of any Operating Receipts of the Board exceeding Four Million Dollars (\$4,000,000) which are received in any Board fiscal year. "Operating Receipts" as used in this subparagraph shall mean those funds received by the Board as a result of operations carried on at the Airport, but shall not include federal, state or local grants, loan receipts, revolving funds, interest income, receipts from the Town of Jackson or Teton County, Wyoming, receipts from any contract to provide security screening or law enforcement services at the Airport, or other receipts described in the annexed **Attachment A** as not being subject to this fee.

2. The effective date of this Fourth Amendment shall be September, 1 2013. Sums due to the United States under the provisions of this Fourth Amendment with respect to the Board's Operating Receipts during fiscal year July 1, 2013 through June 30, 2014 shall be prorated from the effective date.


3. Except as set forth above, the Agreement shall not be amended hereby, but shall remain in full force and effect.

**UNITED STATES DEPARTMENT
OF THE INTERIOR**

By: 
Regional Director, Intermountain Region,
National Park Service

Date: 7/29/13

ATTEST:


Secretary

Date: 24 July 13

JACKSON HOLE AIRPORT BOARD

By: 
President

Date: 7/24/13