

RESOLUTION NO. 2023 – 05
OF THE
JACKSON HOLE AIRPORT BOARD
RE: Insurance Requirements
Adopted April 19, 2023
Effective May 1, 2023

The Jackson Hole Airport (“Board”), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Board is the operator and proprietor of the Jackson Hole Airport (“Airport”);

WHEREAS, the Board enters into agreements with tenants, contractors, consultants, other service providers and vendors in connection with the governance, management, operation and improvement of the Airport;

WHEREAS, the Board requires insurance in Airport contracts for the protection of the Board, the Airport and its tenants and users;

WHEREAS, the Board receives professional recommendations on risk management and insurance from its insurance broker;

WHEREAS, the Board seeks to develop uniform policies on risk management and insurance, coverage requirements, and required contract provisions, and to review and update such measures as needed.

NOW, THEREFORE, by this Resolution the Board adopts the following policy concerning insurance:

1. **Application.** This Resolution applies to any private business entering into an agreement with the Board, regardless of agreement type. This Resolution applies to all new agreements and material amendments to existing agreements entered into after the Effective Date. This policy does not apply to agreements with other public entities and employment agreements. This policy does not apply to the extent of any conflict with federal or state requirements for contracting in connection with grant-funded projects.
2. **Indemnification, Limitations of Liability and Governmental Immunity.**
 - a. **Indemnification.** The Board, as a political subdivision, is prohibited under the Wyoming Constitution (Article 16, Section 6) from giving its credit or donating to any individual, association or corporation. As a direct result, the Board is barred by law from indemnifying any private party by contract. This policy cannot be waived.
 - b. **Limitation of Liability.** Placing a cap or other limit on the liability of private parties has the potential to constitute prohibited indemnification, under the immediately preceding subsection. The Board disfavors limitations of liability in Airport agreements. The Executive Director or his designee, upon consulting with Operating Documents Committee of the Board, is authorized to negotiate for a

limitation of liability only upon determining that expected damages likely would not exceed the cap or limit.

- c. **Waivers of Subrogation.** The Board disfavors waivers of subrogation in Airport agreements, on the basis that such waivers limit the Board's right to seek recovery for damages. The Executive Director or his designee is authorized to negotiate for the mutual waiver of subrogation upon determining, in consultation with the Board's insurance carrier, that doing so is appropriate under the particular circumstances of the agreement.
- d. **No Waiver.** The decision by the Board or Executive Director to include a limitation of liability or mutual waiver of subrogation, or otherwise deviate from this Resolution, shall not constitute a waiver of this Resolution for purposes of any other agreement.
- e. **Governmental Immunity.** The Board reserves all rights to assert any claims and defenses available to it pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101 through § 1-39-120. No agreement entered into by the Board shall be interpreted or applied to limit or restrict the Board's immunity under state law.

3. **Workers Compensation Insurance.**

- a. Each employer conducting Airport-related activities pursuant to an agreement with the Board shall maintain Workers Compensation Insurance in the manner and amounts required by the Wyoming Workers' Compensation Act (Wyoming Statute § 27-14-101 through § 27-15-103). Nonresident employers further shall comply with the specific requirements of the Act currently found at Wyoming Statute § 27-14-301 through § 27-14-307.

4. **Insurance Requirements.**

- a. Any business subject to this Resolution entering into an agreement with the Board shall maintain insurance in at least the amounts set forth in the attached **Exhibit A (Insurance Requirements)**.
- b. If a business maintains broader coverage and/or higher limits than the minimums contained in **Exhibit A**, the Board shall be entitled to the broader coverage and/or higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Board.
- c. The Executive Director is authorized to allow deviations from the Insurance Requirements in **Exhibit A** upon determining, in his sole discretion, that doing so is appropriate under the particular circumstances of the agreement.

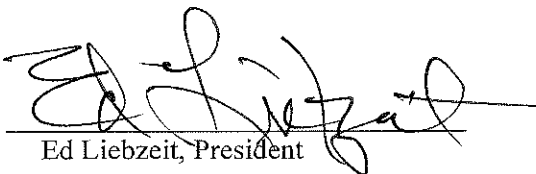
5. **Insurance for Other Businesses.**

- a. In all other cases where the commercial activity is not listed in **Exhibit A**, the following principles shall apply:

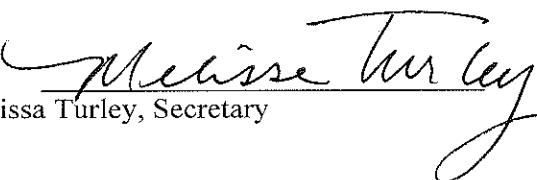
- i. Insurance requirements shall be relevant to the activity required or authorized by the agreement and shall be commercially attainable.
 - ii. Businesses conducting commercial aeronautical activities pursuant to an agreement with the Board shall maintain aviation and/or commercial insurance in amounts sufficient to cover risk to customers and passengers, including both property damage and personal injury.
 - iii. Businesses driving vehicles on the Airport or in connection with their Airport-related activities shall maintain commercial auto liability coverage.
 - iv. Businesses providing consulting services to the Board shall maintain professional liability insurance coverage.
 - v. Businesses with access to any Board computer network or that generate or handle confidential or sensitive information shall maintain cybersecurity and/or data protection coverage.
6. **Required Contract Provisions**. Any business subject to this policy entering into an agreement with the Board shall comply with the required provisions related to insurance coverage, attached hereto as **Exhibit B (Required Contract Provisions)**. The Executive Director is authorized to allow deviations from the required contract provisions in **Exhibit B**, including the use of standard form language from the contracting party, upon determining, in his sole discretion, that doing so is appropriate under the particular circumstances of the agreement.
7. **Board Review**. The Board intends that the insurance requirements contained in this Resolution shall be reviewed regularly.

Adopted in open meeting by the Jackson Hole Airport Board this 19th day of April 2023.

JACKSON HOLE AIRPORT BOARD

By: 
Ed Liebzzeit, President

Attest:

By: 
Melissa Turley, Secretary

Type of Contract	Notes	Minimum Insurance Requirements														
		Commercial General or Aviation Liability					Commercial Auto Liability			Workers Compensation		Umbrella/ Excess	Property	Cyber Liability	Professional Liability	Environmental Liability
		Liability Limit	Additional Insured	Primary & Non-contributory	Waiver of Subrogation	Per Project Aggregate	Liability Limit	Additional Insured	Hired & Non Owned Auto	Per State Statutes	Employers Liability Limit	Including General Liability, Commercial Auto, Employers Liability				
Airlines	Airline Operations and Joint Use/Preferential Use Space Lease	\$200,000,000 Combined	Yes	Yes	Yes		\$1,000,000 CSL	Yes	Yes	Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee		Yes	Yes		Yes
Rental Cars	Operations, QTA Lease, Office Counter Lease	\$1,000.00 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Damage to Rented Premises	Yes	Yes	Yes		\$1,000,000 CSL	Yes	Yes	Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee	\$10,000,000 Occurrence/ \$10,000,000 Aggregate	Yes	Yes		Yes
Facility Leases	Restaurant, NPS Bookstore, etc.	\$1,000.00 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Damage to Rented Premises	Yes	Yes	Yes		\$1,000,000 CSL	Yes	Yes	Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee	\$3,000,000 Occurrence/ \$3,000,000 Aggregate	Yes	Yes		
Vendors	Non-Tenant Vendors - Have operations at the Airport, but don't lease any space (examples would include catering company delivering to FBO, mobile oil change companies, etc.)	\$1,000.00 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Damage to Rented Premises	Yes	Yes	Yes		\$1,000,000 CSL	Yes	Yes	Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee	\$3,000,000 Occurrence/ \$3,000,000 Aggregate	Yes			
Services	Service Providers (HVAC maintenance, runway equipment maintenance, etc.)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Damage to Rented Premises	Yes	Yes	Yes		\$1,000,000 CSL	Yes	Yes	Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee	\$5,000,000 Occurrence/ \$5,000,000 Aggregate	Yes			
Large Construction Projects	Construction Manager at Risk	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Damage to Rented Premises	Ongoing CG201 04/13 and Completed Operations CG2037 04/13	Yes	Yes	Yes	\$1,000,000 CSL	Yes	Yes	Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee	\$5,000,000 Occurrence/ \$5,000,000 Aggregate	Yes	Yes	Yes	Yes
Small Construction Projects	Smaller construction projects under design/build type contracts	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Damage to Rented Premises	Ongoing CG201 04/13 and Completed Operations CG2037 04/13	Yes	Yes	Yes	\$1,000,000 CSL	Yes	Yes	Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee	\$5,000,000 Occurrence/ \$5,000,000 Aggregate	Yes	Yes	Yes	Yes
Design and Engineering	Design and/or Engineering Agreements (fuel farm, Airport Engineer, etc.)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Damage to Rented Premises	Yes	Yes	Yes		\$1,000,000 CSL			Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee				Yes	
Consultant	On-Call environmental, cybersecurity, legal, financial, etc.	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 Damage to Rented Premises	Yes	Yes	Yes									Yes	Yes	
FBO Hangar/Storage Agreements	Agreements with aircraft operators for storage of aircraft in hangars (longer term, not single night)	\$5,000,000 Combined	Yes	Yes	Yes		\$1,000,000 CSL			Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee					
Commercial Aeronautical Use Agreement	135/91 Aircraft Operations that require an agreement (Air Medical Operators, Cargo Operators, etc. that are based at JAC)	\$10,000,000 Combined	Yes	Yes	Yes		\$1,000,000 CSL			Yes	\$1,000,000 Per Accident \$1,000,000 Per Disease \$1,000,000 Per Employee					Yes

EXHIBIT B
Required Contract Provisions

1. The contracting party shall procure and maintain all insurance required under its agreement with the Board at its expense and maintain such insurance for the entire term of the agreement or such additional period as may be necessary or required to provide coverage for events occurring during the term.
2. The contracting party shall procure and maintain insurance as set forth by the Board in its Resolution entitled “Insurance Requirements”, as the same may be amended during the term of this agreement. The contracting party acknowledges that it shall be bound by this Board Resolution on the subject of insurance.
3. The contracting party shall furnish to the Board, in accordance with the notice provisions hereof, a certificate, or certificates, of insurance showing compliance with this section. The contracting party shall provide notice to the Board immediately upon receiving notice from its insurer of mid-term cancellation or non-renewal. Failure on the part of the contracting party to immediately replace cancelled or non-renewed insurance shall constitute an event of default.
4. The contracting party agrees to include the insurance requirements set forth in its agreement in all subcontracts under such agreement. The Board shall hold the contracting party responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in the agreement. The Board reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and the contracting party if, in the Board’s opinion, such variations do not substantially affect the Board’s interests.
5. All insurance required under its agreement with the Board shall be provided with responsible insurance underwriters qualified to transact business in the State of Wyoming and carry an AM Best Company rating no lower than “A.”
6. Any policy required under an agreement with the Board shall identify the Board and its respective members, officers, and employees as an additional insured. The additional insured endorsement shall accompany the certificate(s) of insurance when submitted to the Board in accordance with the requirements hereof.
7. All insurance coverage required to be carried by the contracting party shall be primary and non-contributory. Any insurance maintained by the Board shall be considered excess.