



Jackson Hole Airport Board Special Meeting

Date: February 23, 2024

Time: 9:00 am

Place: Board Room

- I. **Call to Order**
- II. **Employee of the Month (January and February)**
- III. **[Certificate of Organization & Election of Officers](#)**
- IV. **Comments from Grand Teton National Park, Town of Jackson, Teton County and the Public**
- V. **Action Items**
 - A. **Consent Agenda**
 1. [Approval of the Minutes – January 22, 2024 Special Meeting](#)
 2. [Mead and Hunt 5th Amendment – 2024 On-Call Services](#)
 3. [Mead and Hunt 6th Amendment – Net Zero Roadmap](#)
 4. [Mead and Hunt 7th Amendment – Support Services for Pursuing Designation as a DarkSky International Urban Night Sky Place](#)
 5. [Resolution to Amend Series 2022C Bond Resolution](#)
 6. [Official Depositories](#)
 7. **Rental Car Agreements**
 - a. [Commercial Terminal – Avis Budget Group](#)
 - b. [Commercial Terminal – Overland West Inc. \(Hertz Rent A Car\)](#)
 - c. [Commercial Terminal – Enterprise Rent A Car Company of UT LLC \(Enterprise and National\)](#)
 - d. [FBO Terminal – Gitibin & Associates LLC \(Go Rentals\)](#)
 8. [Knife River Agreement for Vehicle Service Road & Bridge Project](#)
 - B. **Financial Reports**
 - C. [Knife River Agreement for Schedules II, III, and V of the Deice Access Taxilane and North Taxiway A Rehabilitation Project](#)
 - D. [Woolpert 10th Amendment – Construction Administration and Construction Management for Schedules II, III, and V of the Deice Access Taxilane and North Taxiway A Rehabilitation Project](#)
 - E. [Resolution 2024-02 – AIP 79](#)
 - F. [Knife River Agreement for Underground Stormwater Detention and Filtration System Expansion](#)
- VI. **Director's Comments**
 - A. [Activity Reports](#)
 - B. **Operations/Security/FBO Update**
- VII. **Board Comments**
- VIII. **Break (30 Minutes)**
- IX. **FY2024-2025 Budget Discussion**
- X. **Adjourn**



JACKSON HOLE AIRPORT

P.O. Box 159 • Jackson, WY 83001 • 307.733.7695 • Fax: 307.733.9270

James P. Elwood, AAE, Executive Director

**JACKSON HOLE AIRPORT
CERTIFICATE OF ORGANIZATION
February 23, 2024**

LET IT BE KNOWN, that Robert McLaurin, the duly appointed Secretary of the Jackson Hole Airport Board, pursuant to Wyoming Statutes Section 10-5-202(b), does hereby give notice of the organization of the Jackson Hole Airport Board to the Wyoming Secretary of State, the Teton County Clerk, the Town Council of the Town of Jackson, and the County Commissioners of the County of Teton, State of Wyoming, as follows:

1. The Jackson Hole Airport Board has reorganized for February 5, 2024 to February 2, 2025 by selecting the following officers:

President-----	Valerie Brown
Vice-President-----	Rob Wallace
Treasurer-----	Melissa Turley
Secretary-----	Robert McLaurin
Member-----	Ed Liebzeit

2. The Registered Agent for the Jackson Hole Airport Board shall be James P. Elwood, A.A.E. The address of the registered agent and the office of the Jackson Hole Airport Board shall be P.O. Box 159, 1250 East Airport Road, Jackson, Wyoming 83001.
3. Consistent with Town of Jackson Ordinance Section 2.36.040, all provisions of the resolution of the Board of County Commissioners of Teton County, adopted January 2, 1968, as amended from time to time, which are not inconsistent herewith are incorporated herein by reference.
4. The foregoing Certificate of Organization was adopted in open meeting by the Jackson Hole Airport Board this 23rd day of February 2024.

JACKSON HOLE AIRPORT BOARD

By: _____
Robert McLaurin, Secretary



MINUTES OF THE JACKSON HOLE AIRPORT SPECIAL MEETING

Date: January 22, 2024

BOARD PRESENT: Ed Liebzeit, Melissa Turley, Rob Wallace, Valerie Brown, and Bob McLaurin were present in person in the Airport Meeting Room.

OTHERS PRESENT: Jim Elwood, Michelle Anderson, Dustin Havel, Anna Valsing, Aimee Crook, Tony Cross, Jamey Miles, Kevin Dunnigan, Jordyn McDougall, Apinya Wright, Gina Van Slyke, Jason Stewart, Jake Sperl, Steve Caldera, Andrew Wells, Craig Foster, Jackie Stewart, John Barlett, Chandler Sachse, Reid Squyres, Joel Lesser, Bryce Beatty, and Chance Grimmatt, Jackson Hole Airport Board; Chip Jenkins and Jeremy Barnum, Grand Teton National Park; Mike Mahoney and Eric Michel, KLJ Engineering; Greg Hulne, Miller Dunwiddie; Tyler Shupe, Dallin Chambers, Danny Hendricks, and Sam Venable, Wadman Corporation; Paul Fiore, Woolpert; Frank Lyons, First Interstate Bank; Cary Lakeman, CLB Architects; Jen Wolchansky, Mead & Hunt; Paul Dunholter, BridgeNet; Dan Reimer, Airport Attorney; Margie Lynch, Jackson Hole Climate Action Collective; and Kathryn Turner, Elaine Engleman, Sally Painter, Jenny Cordina, public. Other individuals not individually documented were present in person or watched the meeting live through the Webex platform.

I. CALL TO ORDER: Board President Liebzeit called the Board Meeting to order at 10:00 AM.

II. CONSENT AGENDA:

- A. Approval of the Minutes - December 18, 2023 – Special Meeting
- B. ARINC Communications Equipment Agreement
- C. Woolpert 7th Amendment - Aeronautical Survey and Airspace Analysis
- D. Resolution 2024-01 – Adopting the Wyoming Region 8 – 2020 Hazard Mitigation Plan
- E. Woolpert 8th Amendment – FEMA BRIC Program Grant Application
- F. Woolpert 9th Amendment – USDOT RAISE Program Grant Application

McLaurin moved approval of items A – F. Turley seconded the motion which passed unanimously.

III. ADMINISTRATION AND FBO BUILDING PROJECT OVERVIEW: Valsing presented for the Board's consideration the construction of a combined Airport Administration and Fixed Based Operator ('FBO') building. She advised that the building will be built where the existing Hangar 4 is at the south end of the airport development subzone.



Valsing advised that administration offices were relocated from the commercial terminal to a temporary trailer in 2021 to accommodate airline partners. She said the administration trailer does not provide adequate space; however, the new facility offers much-needed administrative offices and meeting space on the second floor. Valsing stated that the ground-level floor of the proposed building provides FBO support space, and the basement level includes additional support and storage space.

Valsing noted that the existing FBO Terminal and Hangar 4 are over 30 years old, and retrofitting the existing facilities to address safety issues would be expensive and not as efficient as a replacement. She noted that the proposed Administration Building and FBO Terminal is approximately 32,000 square feet, with an 11,000 square foot footprint. She added that the proposed facility contains no aircraft storage space, and an existing hangar will be torn down prior to beginning construction. She stated the building was designed with environmental sustainability in mind, including a closed-loop geothermal HVAC system, high-efficiency glass, efficient lighting, and dark skies compliance.

Valsing said that the proposed facility will provide airport staff with a safe and efficient space to conduct their jobs. She advised that no taxpayer dollars would be used to construct the facility. She concluded that this project would be funded with revenue bonds which are backed by airport revenues, specifically FBO revenues.

IV. PUBLIC COMMENT: Superintendent Chip Jenkins, Grand Teton National Park (the 'Park'), praised the Airport for sustainability initiatives, and said he understands the need to replace the existing infrastructure and not continue to defer building maintenance. He communicated the need for the Park and Airport to continue their communication so there is a clear understanding of the Board's vision for the airport over the next 10 and 20 years.

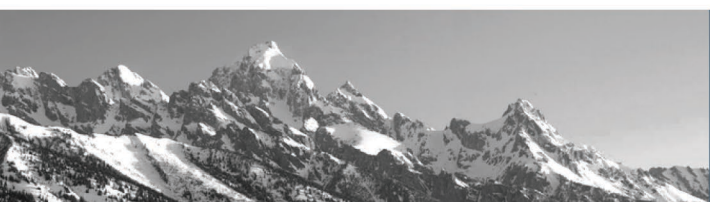
Elaine Engleman, Kathryn Turner, Sally Painter, and Jenny Cordina shared their concerns about airport noise and the FBO project.

V. ACTION ITEMS:

Brown asked that Action Item B be voted on before Action Item A. Liebrecht advised that the items could be flipped without a formal motion.

Wallace moved for a discussion of agenda items. McLaurin seconded the motion which passed unanimously.

Anderson shared that project financing has been secured and the repayment intent is a combination of revenue bonds and FBO operating reserves based on



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projections from the Board's financial consultant. Brown stated she does not believe that the proposed lobby will increase general aviation traffic, and asked what growth is assumed in the financing. Elwood advised that no aviation activity growth is assumed; escalators are based on predicted inflation and adjustments to FBO fees. He said that annually, the airport will send reports to First Interstate Bank to ensure the covenants have been met. Brown shared her concerns with the timing of the project and gave her opinion that the facilities are not an "if" but a "when" because of the current working conditions for staff.

McLaurin asked clarifying questions about the design of the proposed facility, verifying that about 85% of the building is for employee use. McLaurin asked if general aviation and commercial aircraft are charged the same landing fees. Valsing said they were not; general aviation pays a higher rate per 1,000 pounds for landed weight than commercial airlines.

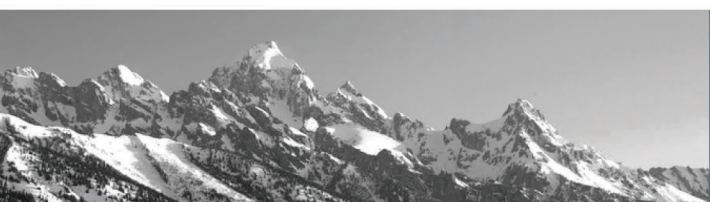
Turley asked what life expectancy the facility is projected to have and operationally what services are offered currently at the FBO during the voluntary curfew. Valsing shared the life expectancy is projected around 30 years. Elwood shared that there are no services offered after 930pm.

Liebzeit said that the Board voted in June to push back the hangar 4 project to move up the Administration and FBO Building project to construct a much-needed proper administration office space. He stated that people come to Jackson Hole because of Grand Teton National Park, Yellowstone National Park Snake River, and the Wyoming tax code, not an FBO facility. He said he has concerns about the existing facilities, and staff should be given a space to work efficiently and safely.

Brown proposed that staff look into increasing general aviation landing fees due to their considerable per-person impact.

A. Bank Selection for Revenue Bonds for Administration and FBO Building (was item B.):

Wallace moved acceptance of First Interstate Bank as the issuer of \$41,300,000 in revenue bonds for the construction of the Administration Building and FBO Terminal and direct airport bond counsel to draft bond documents and for the Board President and Board Treasurer to sign the final form of bond documents. McLaurin seconded the motion with no additional discussion; it passed unanimously.



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B. GMP Amendment 2024-05 for Administration and FBO Building (was item A):

Turley moved approval of GMP Amendment 2024-05 with Wadman Corporation in the form present for the construction of the Administration Building and FBO Terminal, not to exceed \$47,043,814. Wallace seconded the motion with no additional discussion; it passed: Wallace – yes, Turley – yes, Brown – yes, Liebrecht – yes, and McLaurin – no.

C. Amendment to Construction Administration and Construction Observation Agreement with KLJ:

Turley moved approval of the Amendment to the KLJ Engineering Professional Services Agreement for the Construction Administration and Construction Observation for the construction of the Administration Building and FBO Terminal in the form presented, in the not to exceed amount of \$4,098,436.55. McLaurin seconded the motion with no additional discussion; it passed unanimously.

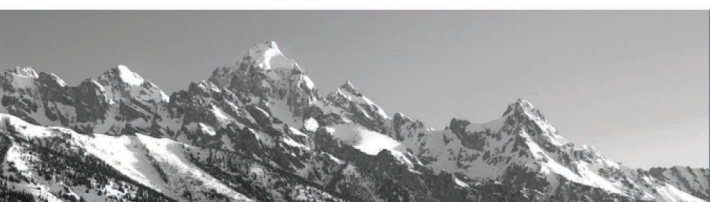
D. Amendment to Owners Representative Agreement with KLJ:

Turley moved approval of the Amendment to the KLJ Engineering Owners Representative Agreement for services related to the construction of the Administration Building and FBO Terminal in the form presented, in the not to exceed amount of \$184,800. McLaurin seconded the motion with no additional discussion; it passed unanimously.

VI. ADJOURN: McLaurin motioned to adjourn the meeting at 11:48 AM. Turley seconded the motion which passed unanimously.

Ed Liebrecht, President

Melissa Turley, Secretary



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James P. Elwood, AAE, Executive Director

**FIFTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**
On Call Environmental Consulting Services

THIS FIFTH AMENDMENT is to that certain On Call Environmental Consulting Services Agreement dated (“Agreement”) between Mead & Hunt, Inc. ("Consultant") and the Jackson Hole Airport Board ("Board") is dated effective February 23, 2024.

WHEREAS, Board and Consultant entered into a Base Agreement for On Call Environmental Consulting Services (“Agreement”) dated December 17, 2022, relating to consulting services to be provided by the Consultant with respect to the Jackson Hole Airport (the “Airport”);

WHEREAS, Board and Consultant entered into a First Amendment to the Agreement, dated March 15, 2023, for project management, coordination and outreach, and implementation tasks; a Second Amendment to the Agreement, dated August 23, 2023, for the International Dark Sky Association Assessment; a Third Amendment to the Agreement, dated September 20, 2023 for the Biennial Report Update; and a Fourth Amendment to the Agreement, dated November 8, 2023, for Airport Carbon Accreditation Support Services.

WHEREAS, Board and Consultant now desire to enter into this Fifth Amendment to the Agreement to provide consulting services as outlined in the 2024 Environmental and Sustainability General On-Call Services Scope of Work;

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

1. Consultant agrees to provide services in accordance with the Scope of Work which is annexed hereto as **Exhibit A** (the "Services"). The Services will be provided and completed in a prompt manner under the circumstances.
2. Compensation payable by the Board to the Consultant for the Services, including the work of all sub-consultants described therein, shall be as set forth in Exhibit A, and shall be in a not to exceed amount of Two Hundred and Twenty Thousand and Ninety Dollars and Zero Cents (\$220,090.00), payable upon invoice monthly as work is performed.
3. This Amendment is entered into subject to all terms and conditions of the Agreement as previously amended, which Agreement shall remain in full force and effect except as expressly amended above.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms, conditions and provisions stated above, as of the day and year first above written.

JACKSON HOLE AIRPORT BOARD

Attest: _____
Bob McLaurin, Secretary

By: _____
Valerie Brown, President

MEAD & HUNT INC.

By: _____
Ryk Dunkelberg, Vice President

DRAFT

Environmental and Sustainability On-call

Jackson Hole Airport Scope of Work

The following scope of work outlines a list of on-call environmental services for Jackson Hole Airport, through the year 2024. This list includes several tasks that will be used on an as-needed basis to support the Airport's environmental and sustainability efforts. They will be conducted based on direction from the Airport and charged on a time and expense basis.

These tasks include support tasks to manage and implement existing environmental and sustainability programs, develop new programs, and strategically plan for how the Airport can best live up to its values with regard to environmental stewardship, community support, financial and operational responsibility, and overall sustainability. These tasks will allow the team to support the Airport in unknown questions regarding environmental and sustainability issues and lay the groundwork for initiating detailed tasks in the future. On-call tasks allow for the flexibility of addressing questions that arise quickly and can help to facilitate consistency and a path forward.

Task 1. Project Management

Management of the consultant team comprises coordination, oversight, contracting, and administrative efforts associated with the Consultant Team, Jackson Hole Airport, and other stakeholders, as needed. Communication will be conducted between Mead & Hunt Team members, with Airport staff, and with other local, regional, and federal agencies and organizations, as needed. Weekly virtual calls will be held to facilitate ongoing discussion of environmental and sustainability direction from the Airport. Additional meetings (virtual or in person) will be scheduled to discuss specific environmental and sustainability issues, as needed.

Deliverables/Description:

- Management of the Consultant Team and Overall Contract
- Weekly virtual meetings with Airport staff
- Additional management needs and (virtual or in person) meetings with Mead & Hunt Team, Airport staff, and/or other parties, as necessary

Task 2. Improving Environmental and Sustainability Programs

The Consultant will support airport staff, the Airport Board, and other stakeholders on maintaining existing work product/processes to manage programs, as well as tasks that will allow the airport to improve upon programs. Work product associated with this task may include updating the PFAS Management, Mitigation, and Remediation Plan; developing language for messaging; high-level analyses for environmental/sustainability planning efforts; and preparation for initiating new programs/task amendments. In effort to improve existing programs, the Consultant may perform benchmarking exercises with other airports; devise new ways to convey information; collect and organize additional data; and/or research regulations and innovative technologies for application at the Airport.

Deliverables/Description:

- Updates to the PFAS Management, Mitigation, and Remediation Plan
- Messaging and graphic support for ongoing programs
- Exploration of new environmental/sustainability planning efforts
- Preparation of new programs/task amendments
- Research regarding environmental and sustainability regulations, new technologies, or other sustainability/environmental issues, as directed by the Airport

Task 3. Coordination and Stakeholder Management

Task 3 involves on-call support regarding coordination and outreach relative to environmental and sustainability programming and goals of the Airport. This includes on-call hours to coordinate with stakeholders via meetings and presentations (whether virtual or in person), as well as development of materials to support coordination and outreach. Additionally, this task could also include responding to questions or comments from stakeholders or the public, developing meeting notes, strategic support for stakeholder engagement (i.e., PFAS investigation, noise program), and additional outreach or development of materials in support of meetings or other coordination needs.

Deliverables/Description:

- Coordination/meetings (Mead & Hunt Team, Airport staff, Town/County/Park/local organizations, FAA, peer airports, etc.)
- Development of materials needed to support coordination efforts
- Strategic support for outreach and engagement efforts

DRAFT

Environmental and Sustainability On-call

Jackson Hole Airport
Proposed Fee

	Principal		Sr Associate		Project Manager		Electrical Engineer		Sr Env Planner		Mid Planner		Jr Planner		GIS/Graphics Tech		Administrative		Project Manager		CEO		Labor Totals		Totals
	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Rate/Hr:	Cost	Hours	Cost	Cost
Task 1 - Project Management	5	\$ 1,775.00		\$ -	65	\$ 16,575.00		\$ -	15	\$ 3,225.00		\$ -		\$ -		\$ -		\$ -	20	\$ 3,720.00		\$ -	105	\$ 25,295	\$ 25,295
Task 2 - Improving Environmental/Sust Programs	55	\$ 19,525.00	75	\$ 24,000.00	65	\$ 16,575.00	20	\$ 4,800.00	45	\$ 9,675.00	120	\$ 21,000.00	30	\$ 4,050.00	20	\$ 3,600.00	6	\$ 750.00	30	\$ 5,580.00	80	\$ 23,440.00	546	\$ 132,995	\$ 132,995
Task 3 - Coordination and Stakeholder Management	20	\$ 7,100.00	5	\$ 1,600.00	50	\$ 12,750.00		\$ -	20	\$ 4,300.00	40	\$ 7,000.00	10	\$ 1,350.00	10	\$ 1,800.00	4	\$ 500.00	30	\$ 5,580.00	40	\$ 11,720.00	229	\$ 53,700	\$ 53,700
TOTAL	80	\$ 28,400.00	80	\$ 25,600.00	180	\$ 45,900.00	20	\$ 4,800.00	80	\$ 17,200.00	160	\$ 28,000.00	40	\$ 5,400.00	30	\$ 5,400.00	10	\$ 1,250.00	80	\$ 14,880.00	120	\$ 35,160.00	880	\$ 211,990	\$ 220,090.00

DRAFT

**SIXTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**
On Call Environmental Consulting Services

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WHEREAS, Board and Consultant entered into a First Amendment to the Agreement, dated March 15, 2023, for project management, coordination and outreach, and implementation tasks; a Second Amendment to the Agreement, dated August 23, 2023, for the International Dark Sky Association Assessment; a Third Amendment to the Agreement, dated September 20, 2023 for the Biennial Report Update; a Fourth Amendment to the Agreement, dated November 8, 2023, for Airport Carbon Accreditation Support Services; and a Fifth Amendment to the Agreement, dated February 21, 2024, for 2024 Environmental and Sustainability General On-Call Services.

WHEREAS, Board and Consultant now desire to enter into this Sixth Amendment to the Agreement to provide consulting services as outlined in the Net Zero Roadmap Scope of Work;

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

1. Consultant agrees to provide services in accordance with the Scope of Work which is annexed hereto as **Exhibit A** (the "Services"). The Services will be provided and completed in a prompt manner under the circumstances.
2. Compensation payable by the Board to the Consultant for the Services, including the work of all sub-consultants described therein, shall be as set forth in Exhibit A, and shall be in a not to exceed amount of Two Hundred and Twelve Thousand Seven Hundred Dollars and Zero Cents (\$212,700.00), payable upon invoice monthly as work is performed.
3. This Amendment is entered into subject to all terms and conditions of the Agreement as previously amended, which Agreement shall remain in full force and effect except as expressly amended above.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms, conditions and provisions stated above, as of the day and year first above written.

JACKSON HOLE AIRPORT BOARD

Attest: _____
Bob McLaurin, Secretary

By: _____
Valerie Brown, President

MEAD & HUNT INC.

By: _____
Ryk Dunkelberg, Vice President

DRAFT

Net Zero Roadmap

Scope of Work

Jackson Hole Airport

Purpose

Sustainability is a core value of Jackson Hole Airport, as well as the Town of Jackson and Teton County. As the only airport located fully within a National Park, the Airport is committed to being a leader in environmental stewardship, climate change mitigation, and resilient solutions.

The Mead & Hunt (Consultant) Team is pleased to present this proposal to Jackson Hole Airport (JAC) to develop a Net Zero Roadmap. This scope of work outlines efforts to analyze JAC terminal buildings and systems, vehicles, and energy sources to identify energy efficiency and emission reduction measures to achieve Net Zero by 2050. The Airport's goal will align with aviation industry Net Zero goals from the Federal Aviation Administration (FAA) and Airport Council International (ACI), and will be informed by the Net Zero certification process within the ACI Airport Carbon Accreditation (ACA) program. To achieve Net Zero, the Airport seeks to reduce emissions as much as possible before pursuing carbon removal solutions. Emission reduction efforts will focus on Scopes 1 and 2, including sources such as heating, cooling, and lighting of facilities, Airport-owned and controlled vehicles and purchased electricity, but will also include actions to influence Scope 3, including emissions produced by tenants, employees, and customers.

The following guidance documents were used to develop this scope of work:

- *Developing an Airport Net Zero Carbon Roadmap* - Airports Council International's (ACI) Europe
- *High Level Guidance for Developing and Costing an Airport Net Zero Roadmap* – ACI World
- *Guidebook for Developing a Zero- or Low-Emissions Roadmap at Airports* – Airport Cooperative Research Program Report 220

The Airport has already initiated a review under the ACI ACA program to document its existing emissions baseline. This scope of work outlines tasks necessary to manage the work effort, collect data and input, analyze emission reduction pathways, and develop a path forward to establish and meet a Net Zero goal for JAC. The scope is broken down into Tasks to align with the Consultant's responsibilities and associated budgeting.

Task 1: Project Management and Coordination

The Consultant will work in close liaison with JAC staff to maintain project scope, schedule, and budget. A kickoff meeting (two-hours) will occur to review scope, schedule, and deliverables. Virtual monthly (one-hour) meetings will be held between the Consultant and JAC staff to discuss information needs, report on progress made, receive input from JAC staff, and to review work at various stages of completion. If necessary, materials will be provided in advance of the check-in meetings. Additional meetings will be scheduled, as needed. This task includes regular email/phone correspondence and internal team meetings to maintain progress.

Deliverables/Assumptions

- One (two-hour) virtual kickoff meeting with Airport and desired stakeholders to review scope, schedule, expectations
- Up to 24 (one-hour) progress meetings scheduled twice monthly
- Management of the project process and Consultant team

Task 2: Data Collection and Review

This task includes reviewing available documentation and record information, such as prior reports and studies, energy-related data, fleet data, as well as the goals and policies of the Airport. Data will be reviewed and assessed through online sources, previous planning and financial assessments, utility records, contracts, and other materials. JAC staff will be responsible for indicating what information is available and what is not, and for supplying information to the Consultant. As needed, the Consultant will assist Airport staff in reaching out to utility companies and other agencies/organizations to acquire data. Requested documents to review may include, but will not be limited to:

- Energy information (energy audit reports, renewable energy procurement, access to energy use and management data, inventory of GSEs and fleet vehicles by fuel type)
- Sustainability/emissions-related data (historic and planned emissions reduction initiatives, historic energy, water, waste, fleet, and refrigerant data)
- Operational statistics (historic and forecast passengers, air traffic, and cargo data)
- Governance information (project management processes, energy-related policies, etc.)
- Financial data (ongoing and future capital expenditure budget, finance strategy, unit rates (current and forecast unit prices), etc.)

The Consultant will work with JAC staff to address any further data gaps or needs. Data analysis will be used to better understand the emissions impact of various activities across the airport and the value chain. Data analysis will build on the baseline for emissions and existing reduction strategies, will inform the forecasts for emission reduction pathways and will provide a basis from which to set targets. Note that this task does not include the measurement or development of data that is not part of existing information available.

Deliverables/Assumptions

- Information requests
- JAC will provide information to fill data gaps
- Does not include the measurement or development of data that is not currently available

Task 3: Business as Usual (BAU) Emissions Forecast

Using data collected in Task 2, the Consultant will develop an emissions forecast for a Business as Usual (BAU) scenario. The BAU forecast creates a base case scenario that forecasts what would happen if

airport operations and facility maintenance were to continue at its current trajectory. The BAU sets up the baseline growth forecast based on factors such as anticipated Terminal Area Forecast growth, large capital improvement projects, existing emission reduction strategies, and collaboration with Lower Valley Energy to understand future energy needs or constraints. The BAU will be used to assess how future emission-reduction strategies and GHG policies will support the airport in achieving Net Zero.

Deliverables/Assumptions

- Business as Usual Emissions Forecast

Task 4: Stakeholder Engagement

A Net Zero Workshop will be held onsite at the Airport and will include up to 10 internal and external stakeholders that are critical to the development and achievement of the Roadmap. The purpose of the workshop is to obtain support, solicit feedback, leverage partnerships, communicate existing emission reduction strategies and targets, and ultimately raise awareness of the Airport's Net Zero Roadmap both within the JAC organization, as well as to community and business partners. Internal stakeholders may include JAC representatives in sustainability, operations, communications, and finance departments. Potential external stakeholders could include Grand Teton National Park, airlines, ground handlers, Lower Valley Energy, Jedidiah's, the Town of Jackson, and Teton County. The Net Zero Workshop will be used to evaluate priorities and risks/opportunities, review progress to date, discuss goals and targets, and determine the best pathway for achieving Net Zero, particularly for areas that require collaboration for elements not entirely within the Airport's control. A follow-up stakeholder meeting will be conducted (virtually) to allow stakeholders to review progress on potential Net Zero Pathways and to provide input on emission reduction strategies and targets.

Responsibilities of the Consultant for Stakeholder Engagement include:

- Developing the workshop agenda, presentation, and materials
- Presenting materials and leading discussion
- Identifying net zero performance goals and metrics
- Identifying impact of net zero performance measures on airport resilience
- Discussing the interplay among Net Zero, Electrification, and Resilience
- Determining key strategies/design/direction/initiatives for implementation
- Identifying action items, along with associated deadlines and champions
- Providing workshop summary including takeaways and action items

Deliverables/Assumptions

- Two (2) pre-meetings with JAC staff to plan Net Zero Workshop
- Workshop-related materials (i.e., presentation file, agenda, other)
- Consultant to lead presentation and discussion at the Workshop
- Summary of takeaways and action items

- One (1) on-site meeting for up to three Consultant Team members
- One (1) pre-meeting with JAC staff to plan for virtual stakeholder meeting
- Meeting-related materials (i.e., presentation file, agenda, other)
- Facilitation of meeting
- Summary of takeaways and action items

One (1) virtual stakeholder meeting

Task 5: Net Zero Emission Reduction Strategies

Using the energy, policy, and sustainability information gathered in Task 2 (Data Collection), the Consultant will evaluate emission reduction measures that will allow JAC to reach its Net Zero goal. This will involve evaluating emission reduction measures for each scope of emissions.

5.1 Scope 1 Emissions – Emission Reduction Measures

Scope 1 emissions are those under the direct control of the airport. These can include energy generation for heating, cooling, and ventilation of facilities, as well as emissions from airport-owned GSE and fleet vehicles.

5.1.1 Building Electrification

- Identify existing fossil fuel generating equipment (including gensets) and confirm remaining life expectancy and electrification priority.
- Provide table of existing fossil fuel equipment with alternatives for replacement.
- Identify a timeline for replacement and a high level estimate of probable cost.

5.1.2 Airport-owned Vehicle Electrification - Landside/Airside

- Review inventory of existing GSEs and fuel type. Determine equivalent electric GSE alternatives, electrical load, and metering requirements.
- Identify a timeline for replacement and a high level estimate of probable cost.

5.1.3 Refrigeration Analysis

- Identify existing refrigeration equipment and year of installation.
- Determine remaining life expectancy and carbon impact of replacing.
- Identify a timeline for replacement and a high level estimate of probable cost.

5.2 Scope 2 Emissions – Emission Reduction Measures

Scope 2 Emissions are from off-site generation of energy purchased by the airport (i.e., electricity).

5.2.1 Grid Decarbonization and Utility Integration

- Meet with Lower Valley Energy to understand current and future goals towards Net Zero and to discuss future utility supply power mix and strategies for greater decarbonization.

- Coordinate current and future needs for electric load capacity compared to existing electrical capacity. Review electrical utility power service infrastructure compared to electrical capacity needs.
- Discuss resilience and redundancy of power systems and future needs (i.e., need for microgrid or additional renewable energy). Understand potential relevant utility programs for electrification and renewable energy.

5.2.2 Renewable Energy Procurement and Analysis

- Identify any additional renewable energy measures to be included / analyzed in a separate Scope of Work such as solar, geothermal or microgrids.

5.3 Scope 3 Emissions – Emission Reduction Measures

Scope 3 emissions are those emissions not within the control of the Airport. Scope 3 emissions are owned and controlled by airport tenants and other stakeholders including airlines/aircraft activity, tenant-owned vehicles, ground service equipment (GSE) and energy usage, and ground access vehicles for staff and passengers.

5.3.1 Recommendations for Policy Development

- Draft recommendations for a JAC Net Zero Policy including goals and strategies that will guide emission reduction efforts. Considerations will include specific objectives for Airport-wide emission reduction, and actions that need to be taken.
- Provide recommendations for how to collaborate with stakeholders to facilitate buy-in and empower those with key roles and responsibilities.

5.3.2 Carbon Removal

- Summarize available carbon removal strategies. These may include both nature-based (i.e., soil management) and/or technological approaches (e.g., direct air capture).
- Consider potential for carbon removal offsets based on availability, financial feasibility and potential partnerships.
- Consider site-specific variables, such as geological conditions, geographic location, land use characteristics, applicability to an airport, and funding availability for JAC implementation.
- Recommend and prioritize potential carbon removal strategies.

5.3.3 Recommendations for Tenant Improvements

Propose emission-reduction measures for tenants at the airport (i.e., GSE electrification)

Deliverables/Assumptions

- Evaluation of emission reduction strategies for Scopes 1, 2, and 3

Task 6: Net Zero Pathway

Based on the strategies identified in Task 6 (Net Zero Emission Reduction Strategies), multiple emission forecast scenarios will be developed to evaluate potential pathways for meeting JAC's Net Zero Goal. This will involve calculating the emissions reduction of each measure (CO₂e) and estimating their percentage contribution to the target. Pathways will be based upon:

- Mix of projects to achieve an emissions reduction;
- Impact and feasibility for the airport;
- Level of investment required;
- Maturity of technology; and
- Applicable regulations.

Each scenario will result in a pathway relying on a set of measures, the investment required and the target years for achieving the associated reductions that will ultimately enable the airport to reach Net Zero. Ultimately, one pathway will be selected (based on emission reduction and feasibility) to become the airport's planned emissions trajectory, or the Net Zero Pathway. This pathway will be the backbone of the Net Zero Roadmap.

The Net Zero Pathway will include achievable interim targets for short and medium timeframes, understanding that the ultimate goal is Net Zero by 2050. For example, emission reduction strategies may be identified specifically for short- (up to 5 years), mid- (5 to 15) and long-term (15-25) time periods. Level of detail for short-term strategies will be more detailed and refined than those for longer term timeframes.

Deliverables/Assumptions

- Evaluation of multiple scenarios for reaching Net Zero
- Determination of Pathway for achieving Net Zero

Task 7: Capital Planning and Funding

This task will develop both a capital plan and a corresponding funding strategy that maximizes eligibility for grant funding by meeting JAC's grant assurances and Use Agreement commitments. A capital plan for the next five years will be developed, with program components beyond five years aggregated into mid-term and long-term time horizons.

Funding strategies will be developed for each component of the capital plan to position the Airport to participate in funding opportunities associated with the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA). For BIL, opportunities will focus on projects ready to implement. In addition to Airport Improvement Program (AIP), BIL, and IRA funding, other federal, state and local funding opportunities will be explored and documented.

Deliverables/Assumptions

- Annual capital program (five years) and general capital program for beyond five years
- Funding options for each capital program item
- Review and documentation of funding and contracting mechanisms for renewable energy generation

Task 8: Draft Net Zero Roadmap

The Consultant will leverage work conducted in the previous tasks to develop the Draft Net Zero Roadmap. The Roadmap will provide a detailed analysis on how the airport will reach Net Zero by 2050.

Key components will include:

- Immediate emissions-reduction measures, as well as medium- and long-term measures
- A trajectory with intermediate targets to reach the Net Zero target
- Five-year plans with goals and strategies by year.
- Periodic (annual) reporting mechanism.

The report will include an introduction, background on JAC emissions and reduction measures, and descriptions of future emission measures to be implemented in order to reach Net Zero. The report is intended to be concise, graphic intensive, understandable to the lay person, and focused on the measures that will allow the airport to reach Net Zero. The Consultant will submit the Draft Report to be reviewed by JAC staff. The Consultant will respond to two rounds of review.

Deliverables/Assumptions

- Draft Net Zero Roadmap report will be developed in Microsoft Word
- JAC comments will be consolidated in single SharePoint file
- Two (2) rounds of review/revisions

Task 9: Final Net Zero Roadmap

This task includes revising and finalizing the Net Zero Roadmap report based on JAC comments. There will be two rounds of review by the JAC Team and it is anticipated that there will be up to two (2) calls with JAC to confirm revisions and discuss any clarifications. The Final Report will be formatted as an electronic report to be uploaded on the JAC website.

Deliverables/Assumptions

- Two rounds of review and revisions
- The Final Report will be developed in InDesign
- No print copies will be provided

**Jackson Hole Airport
Net Zero Roadmap - Proposed Fee**

	Principal		Sr Associate		Project Manager		Electrical Engineer		Sr Env Planner		Mid Planner		Jr Planner		Administrative		Net Zero Energy / Modeling		Sustainable Fuels Specialist		Sustainability Certification / Carbon Planner		Social Sustainability Planner		GIS / Graphics Technician		Labor Totals		Expenses	Totals
	Rate/Hr:	\$ 355	Rate/Hr:	\$ 320	Rate/Hr:	\$ 255	Rate/Hr:	\$ 240	Rate/Hr:	\$ 215	Rate/Hr:	\$ 175	Rate/Hr:	\$ 135	Rate/Hr:	\$ 125	Rate/Hr:	\$ 250	Rate/Hr:	\$ 205	Rate/Hr:	\$ 180	Rate/Hr:	\$ 170	Rate/Hr:	\$ 165	Hours	Cost	Cost	Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Cost
Task 1 - Project Management & Coordination	2	\$ 710.00	4	\$ 1,280.00	40	\$ 10,200.00		\$ -		\$ -	12	\$ 2,100.00		\$ -	8	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	58	\$ 15,290	\$ -	\$ 15,290
Task 2 - Data Collection & Review		\$ -	2	\$ 640.00	20	\$ 5,100.00	32	\$ 7,680.00	12	\$ 2,580.00	20	\$ 3,500.00	30	\$ 4,050.00		\$ -	20	\$ 5,000.00	4	\$ 820.00	12	\$ 2,160.00	2	\$ 340.00		\$ -	116	\$ 31,870	\$ -	\$ 31,870
Task 3 - Business as Usual Emissions Forecast		\$ -	0	\$ -	12	\$ 3,060.00	16	\$ 3,840.00		\$ -		\$ -		\$ -		\$ -	32	\$ 8,000.00	8	\$ 1,640.00	4	\$ 720.00		\$ -	4	\$ 660.00	32	\$ 18,580	\$ -	\$ 18,580
Task 4 - Stakeholder Engagement	4	\$ 1,420.00	10	\$ 3,200.00	32	\$ 8,160.00		\$ -	16	\$ 3,440.00	28	\$ 4,900.00	0	\$ -		\$ -	12	\$ 3,000.00	4	\$ 820.00		\$ -		\$ -	8	\$ 1,320.00	98	\$ 27,580	\$ 4,500.00	\$ 32,080
Task 5 - Net Zero Emissions Reduction Strategies		\$ -	7	\$ 2,240.00	38	\$ 9,690.00	20	\$ 4,800.00	24	\$ 5,160.00	24	\$ 4,200.00	4	\$ 540.00		\$ -	35	\$ 8,750.00	20	\$ 4,100.00	30	\$ 5,400.00	6	\$ 1,020.00	6	\$ 990.00	123	\$ 47,880	\$ -	\$ 47,880
Task 6 - Net Zero Pathway	2	\$ 710.00	6	\$ 1,920.00	12	\$ 3,060.00	8	\$ 1,920.00	8	\$ 1,720.00	10	\$ 1,750.00	16	\$ 2,160.00		\$ -	28	\$ 7,000.00	10	\$ 2,050.00	18	\$ 3,240.00	4	\$ 680.00	8	\$ 1,320.00	70	\$ 28,850	\$ -	\$ 28,850
Task 7 - Capital Planning & Funding		\$ -	6	\$ 1,920.00	12	\$ 3,060.00		\$ -	0	\$ -	10	\$ 1,750.00	16	\$ 2,160.00		\$ -	4	\$ 1,000.00	4	\$ 820.00	6	\$ 1,080.00	2	\$ 340.00		\$ -	44	\$ 12,130	\$ -	\$ 12,130
Task 8 - Draft Net Zero Roadmap		\$ -	2	\$ 640.00	16	\$ 4,080.00		\$ -		\$ -	22	\$ 3,850.00	10	\$ 1,350.00	4	\$ 500.00	8	\$ 2,000.00	4	\$ 820.00	4	\$ 720.00	2	\$ 340.00	12	\$ 1,980.00	62	\$ 18,260	\$ -	\$ 18,260
Task 9 - Final Net Zero Roadmap		\$ -		\$ -	10	\$ 2,550.00		\$ -		\$ -	12	\$ 2,100.00	4	\$ 540.00	2	\$ 250.00	4	\$ 1,000.00		\$ -		\$ -		\$ -	4	\$ 660.00	30	\$ 7,760	\$ -	\$ 7,760
TOTAL	8	\$ 2,840.00	37	\$ 11,840.00	192	\$ 48,960.00	76	\$ 18,240.00	60	\$ 12,900.00	138	\$ 24,150.00	80	\$ 10,800.00	14	\$ 1,750.00	143	\$ 35,750.00	54	\$ 11,070.00	74	\$ 13,320.00	16	\$ 2,720.00	42	\$ 6,930.00	633	\$ 208,200	\$ 4,500.00	\$ 212,700.00

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**SEVENTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**
On Call Environmental Consulting Services

THIS SEVENTH AMENDMENT is to that certain On Call Environmental Consulting Services Agreement dated (“Agreement”) between Mead & Hunt, Inc. ("Consultant") and the Jackson Hole Airport Board ("Board") is dated effective February 23, 2024.

WHEREAS, Board and Consultant entered into a Base Agreement for On Call Environmental Consulting Services (“Agreement”) dated December 17, 2022, relating to consulting services to be provided by the Consultant with respect to the Jackson Hole Airport (the “Airport”);

WHEREAS, Board and Consultant entered into a First Amendment to the Agreement, dated March 15, 2023, for project management, coordination and outreach, and implementation tasks; a Second Amendment to the Agreement, dated August 23, 2023, for the International Dark Sky Association Assessment; a Third Amendment to the Agreement, dated September 20, 2023 for the Biennial Report Update; a Fourth Amendment to the Agreement, dated November 8, 2023, for Airport Carbon Accreditation Support Services; a Fifth Amendment to the Agreement, dated February 21, 2024, for 2024 Environmental and Sustainability General On-Call Services; and a Sixth Amendment to the Agreement, dated February 21, 2024, for Net Zero Roadmap.

WHEREAS, Board and Consultant now desire to enter into this Seventh Amendment to the Agreement to provide consulting services as outlined in the Support Services for Pursuing Designation as a Dark Sky International Urban Night Sky Place (UNSP) Scope of Work;

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

1. Consultant agrees to provide services in accordance with the Scope of Work which is annexed hereto as **Exhibit A** (the "Services"). The Services will be provided and completed in a prompt manner under the circumstances.
2. Compensation payable by the Board to the Consultant for the Services, including the work of all sub-consultants described therein, shall be as set forth in Exhibit A, and shall be in a not to exceed amount of Two Hundred and Twelve Thousand Seven Hundred Dollars and Zero Cents (\$212,700.00), payable upon invoice monthly as work is performed.
3. This Amendment is entered into subject to all terms and conditions of the Agreement as previously amended, which Agreement shall remain in full force and effect except as expressly amended above.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms, conditions and provisions stated above, as of the day and year first above written.

JACKSON HOLE AIRPORT BOARD

Attest: _____
Bob McLaurin, Secretary

By: _____
Valerie Brown, President

MEAD & HUNT INC.

By: _____
Ryk Dunkelberg, Vice President

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Jackson Hole Airport Support Services for Pursuing Designation as a DarkSky International *Urban Night Sky Place* (UNSP) Scope of Work

This Scope of Work outlines services to support the Jackson Hole Airport (JAC or Airport) in applying to be designated as an Urban Night Sky Place (UNSP) within the International Dark Sky Places (IDSP) Program.

Project Understanding

The Jackson Hole Airport represents a gateway to Grand Teton National Park and many other outdoor recreational opportunities – which don't always occur during the day. To support access to nighttime recreation under Wyoming's starry skies, the Airport is pursuing designation as an Urban Night Sky Place (UNSP) under the International Dark Sky Places (IDSP) Program. The IDSP Program certifies areas that employ measures to preserve and protect the night sky. Certified areas are recognized for reducing light pollution, conducting outreach regarding the benefits of protecting the night sky, and, ultimately, preserving the night sky as a natural resource. This Scope of Work outlines tasks necessary to pursue and apply for UNSP designation. Note that tasks *not included in this Scope of Work* include:

- Physical infrastructure retrofits and upgrades to lighting
- Nighttime photography
- Sky Quality Measurements (SQM) - *previously conducted by Wyoming Stargazing. Any comments issued by DarkSky on SQMs will be addressed by Wyoming Stargazing.*
- Tasks required *after UNSP designation* (annual report submittal, measurements to be conducted, or community outreach).

Scope of Work

Task 1 – Project Management

Mead & Hunt (Consultant) will work in close liaison with JAC staff to maintain project scope, schedule, and budget. A virtual kickoff meeting will occur to review scope, schedule, and deliverables. Virtual bi-weekly (one-hour) meetings will be held between the Consultant and JAC staff to discuss information needs, report on progress made, receive input from JAC staff, and review work at various stages of completion. If necessary, materials will be provided in advance of the progress meetings. Additional meetings will be scheduled, as needed. This task includes regular email/phone correspondence and internal team meetings to maintain progress, as well as one in-person meeting during onsite evaluations included in **Task 4.3** Lighting Inventory.

Deliverables/Assumptions

- One virtual kickoff meeting with Airport staff to review scope, schedule, and expectations.
- Bi-weekly (one-hour) progress meetings
- One onsite meeting (in concert with onsite visit in **Task 4.5** Lighting Inventory)
- Management of the project process and Consultant team

Task 2 – Agency Coordination (DarkSky International, FAA, Grand Teton National Park, and others) International Dark Sky Places (IDSP) program

According to the IDSP Program application guidance, “*Nominators are encouraged to establish and maintain close contact with the IDSP Program Manager throughout the process from initial inquiry through submission of the application package and beyond.*” In this respect, the Consultant will coordinate with DarkSky International throughout the application process. Collaboration with IDSP will be especially vital to identify a path forward for designation as the Airport is obligated to meet FAA requirements for lighting (safety and security) and has certain lighting constraints.

A kickoff call will be scheduled that includes IDSP staff, JAC staff, and the Consultant to determine how the Airport can meet IDSP standards and best contribute to preserving the night sky. Up to two progress meetings will be scheduled with IDSP staff to review materials to date and address any questions or concerns. Throughout the duration of the application process, the Consultant will work with IDSP to receive guidance, review materials, report out on progress, and resolve any challenges that are encountered.

Federal Aviation Administration (FAA)

Coordination with the Federal Aviation Administration (FAA) will be maintained throughout the application process to keep the agency apprised of all potential improvements regarding the Airport’s lighting system. FAA will be consulted, and the Airport will seek approval for any physical improvements, changes to lighting policies, or other planned elements that would be necessary to meet criteria under the DarkSky program. The Airport will not move forward with any improvements that are not approved by FAA.

Grand Teton National Park

Grand Teton National Park is also pursuing designation under the International Dark Sky Places program. Partnership with the Park provides an excellent opportunity to leverage regional momentum for protecting the night sky. The Consultant will coordinate with the Park to facilitate alignment of DarkSky-related goals and potentially leverage opportunities to work together on efforts required as part of designation (i.e., educational campaigns).

Other Agencies

Alignment with local agencies is important to create buy in for the Airport’s pursuit of designation as a DarkSky space. Other local organizations and agencies including Wyoming Stargazing, the Town of Jackson, and Teton County will be informed throughout the process of the Airport’s goals and intentions in pursuing designation under the IDSP.

Deliverables/Assumptions

- One (two-hour) virtual kickoff meeting with IDSP, the Airport, and Consultant
 - Up to two additional progress meetings with IDSP staff
 - Consistent coordination with IDSP via email and telephone
- Two (one-hour) meetings with FAA

- Consistent coordination via email and telephone with FAA
- Two (one-hour) meetings with Grand Teton National Park
 - Consistent coordination via email and telephone with the Park
- Messaging to inform other agencies of Airport's progress on application process

Task 3 – Data Collection

The Consultant will request available data from the Airport that is necessary to complete the UNSP application. Data requests may include, but are not limited to, previous lighting audits and inventories; past, current, and potential future lighting policies and regulations; information regarding lighting fixtures and the overall lighting system; and previously taken nighttime photographs. The Consultant will use publicly available sources to research local lighting-related policies for the Town of Jackson, Teton County, and Grand Teton National Park. Coordination with external stakeholders (i.e., Town, County or Park) as part of **Task 2** will be leveraged to obtain data., as needed

Deliverables/Assumptions

- JAC staff will provide data for previous lighting audits, lighting policies, fixture details, and other information per data request.
- Coordination with external stakeholders, as needed

Task 4 – Develop Required UNSP Application Elements

The IDSP program provides detailed guidance for developing a UNSP application and defines specific criteria that are required for submittal. This Task describes specific elements that the Consultant will develop for inclusion in the application. *Note that nighttime photographs and baseline Sky Quality Measurements (SQM) are required in the UNSP application, but are not included in this scope of work. The baseline SQMs were conducted in November 2023 by Wyoming Stargazing.*

All elements are scoped for up to two rounds of review by the Airport. Once JAC comments are addressed, each working element will be submitted to FAA and the Park for up to two rounds of review each.

4.1. Site Maps

The Consultant will create site maps in CAD or GIS that will indicate the legal boundaries of the Airport and the location with respect to the geographic constraints as listed in the *UNSP Program Guidelines*.

Deliverables/Assumptions

- Site Maps
- Up to two (2) rounds of review and revision by JAC
- After JAC review, up to two (2) rounds of review and revision by FAA and the Park

4.2 Public Access Policy

The Consultant will work with Airport staff to develop a statement to describe the Airport's public access policy for those that want to enjoy the night sky at the Airport. According to DarkSky International standards, the Airport must allow for *“regular, nighttime public access to the site with or without*

supervision. A portion of designated land may meet the access requirement, or access must be available for a reasonable fraction of the length of the hours between sunset and sunrise.” Note that in some cases, such as when working with areas that protect endangered wildlife, this requirement may be adjusted.

Deliverables/Assumptions

- Public Access Policy
- Up to two (2) rounds of review and revision by JAC
- After JAC review, up to two (2) rounds of review and revision by FAA and the Park

4.3 Nomination Letter and Letters of Support

Per *UNSP Program Guidelines*, a letter of nomination is required from a qualified DarkSky International member nominator. The Consultant will coordinate with Wyoming Stargazing to draft and submit this letter. Additionally, letters of support from appropriate local administrators must be included in the application. The Consultant will coordinate with the National Park Service and local agencies to solicit letters of support from local leadership, community organizations, and other stakeholders.

Deliverables/Assumptions

- Nomination Letter and Support Letters
- Up to two (2) rounds of review and revision by JAC
- After JAC review, up to two (2) rounds of review and revision by FAA and the Park

4.4 Lighting Management Plan (LMP)

A Lighting Management Plan (LMP) is defined by IDSP as *“a written policy adopted and published by the managing agency of a place that sets forth conditions under which areas are or are not to be lit.”* The LMP, which will apply to both existing and new lighting, will identify different use situations and will prescribe the manner in which areas may be lit in terms of maximum illumination levels, lamp type and spectrum, and appropriate shielding. The LMP will also address regulation of visitor activities with respect to the introduction of unnecessary artificial light at night in the airport environment.

Per the IDSP guidance, *“Lighting required by law under the authority of any entity having higher legal jurisdiction over the place to be designated may be formally exempted from the requirements...”* The LMP will be submitted to FAA and the Park for up to two rounds of review to ensure that the Plan meets FAA and Park standards for lighting.

Deliverables/Assumptions

- Lighting Management Plan
- Up to two (2) rounds of review and revision by JAC
- After JAC review, up to two (2) rounds of review and revision by FAA and the Park

4.5 Lighting Inventory

The Consultant will conduct a detailed lighting inventory, which is defined as a “*formal audit of all artificial outdoor lighting on site.*” Ultimately, the lighting inventory will be used to determine rates of compliance with the LMP. The inventory will provide further definition of the initial Conceptual DarkSky Assessment (conducted in October 2023) to provide fixture-by-fixture details (lighting fixture schedule) for existing conditions and proposed replacement and/or upgrades. The Inventory will include site lighting photometric calculations (landside parking lots and fuel farms) depicting fixture locations, types, distribution, and associated proposed controls. The Consultant will prepare a lighting fixture schedule - with proposed replacement and/or upgrades (including exterior lighting photometric plans). Because the Airport is required to meet FAA standards regarding lighting, the lighting inventory will also include FAA regulatory requirements for fixtures included in the assessment.

The Consultant will use collected data compiled under the Conceptual Assessment, and owner selected options, to establish final fixture upgrades and/or replacements for DarkSky compliance. A plan will be developed to identify how all lighting will be brought into compliance with the LMP over time. An IDSP-specific Lighting Inventory Results table will be developed with a light fixture schedule. One onsite visit will be scheduled for three days/two nights for up to three people to conduct the inventory.

Deliverables/Assumptions

- Lighting Inventory will include all of the following for each lighting fixture:
 - Location
 - Purpose
 - Manufacturer
 - Model number
 - Lamp type/spectrum
 - Initial lamp lumens
 - Operational details such as the use of adaptive controls
 - Manufacturer data sheets
 - FAA regulations for fixtures
- Up to two (2) rounds of review and revision by JAC
- After JAC review, up to two (2) rounds of review and revision by FAA and the Park
- Site visit (3 days/2 nights for up to three people)

4.6 Commitment to DarkSky

The Airport’s commitment to quality outdoor lighting must be demonstrated by recognizing dark skies as an important natural, cultural, and/or scientific resource value “*as shown by inclusion in appropriate management documents.*” The Consultant will develop language to be included in Jackson Hole Airport facility or other management plans.

Deliverables/Assumptions

- DarkSky Commitment language
- Up to two (2) rounds of review and revision by JAC
- After JAC review, up to two (2) rounds of review and revision by FAA and the Park

Task 5 – Stakeholder Engagement and Outreach

An integral element of the UNSP designation is the Airport’s commitment to outreach regarding IDSP and the UNSP certification. As defined in the *UNSP Program Guidelines*, the Airport must demonstrate and communicate the importance of dark skies/natural darkness and the benefits of quality lighting. The Consultant will work with Airport staff to develop onsite interpretation and outreach efforts that may include content for one on-site display, as well as development of initial press releases and social media posts. The Consultant will coordinate with Wyoming Stargazing, an official affiliate with DarkSky International, to leverage local stakeholders in conducting outreach efforts.

The Consultant will also provide assistance in designing a sign indicating the Urban Night Sky Place designation (once established) along the roadway entrance off of Highway 89 (note: a photo documenting the sign must be taken and sent to DarkSky International for its records). The Consultant will work closely with JAC and IDSP staff to ensure education and public outreach requirements are met. Additionally, the Consultant will conduct one site visit to present to the Airport Board on progress and allow for their review of materials.

Deliverables/Assumptions

- Development of content for one Airport DarkSky display
- Support in developing language for initial press release and social media posts
- Coordination with Wyoming Stargazing
- Airport Board presentation (one site visit for up to three people)

Task 6 – Draft Application Development

Once all previous tasks are completed, a Draft Application will be developed in Microsoft Word by the Consultant. The application will include all required elements as described in the *UNSP Program Guidelines*, as well as the completed UNSP Applicant Self-Checklist. The Draft Application and Applicant Self-Checklist will be submitted to JAC in SharePoint to consolidate all comments for efficiency. This Scope of Work accounts for up to two (2) rounds of review/revision.

Deliverables/Assumptions

- Draft Application will be developed in Microsoft Word
- Applicant Self-Checklist will be completed as a PDF
- JAC comments will be consolidated in a single SharePoint file
- Up to two (2) rounds of review/revision

Task 7 – Final Application Development and Submittal

This task includes revising and finalizing the Draft Application based on JAC comments. This Scope of Work accounts for up to two (2) rounds of reviews by JAC, and it is anticipated that there will be up to two (2) calls with JAC to confirm revisions and discuss any clarifications. The Final Application will be formatted as an electronic report to be submitted to IDSP.

Deliverables/Assumptions

- Up to two (2) rounds of review and revision by JAC
- Final Application and Applicant Self-Checklist will be developed as a PDF
- The Consultant will submit the Application and Applicant Self-Checklist to IDSP
- No print copies will be provided

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**Jackson Hole Airport
Support Services for Pursuing Designation as a
DarkSky International *Urban Night Sky Place* (UNSP)
Fee**

	Principal		Sr Associate		Project Manager		Electrical Engineer		Sr Env Planner		Mid Planner		Jr Planner		Administrative		Labor Totals		Expenses	Totals
	Rate/Hr:	\$ 355	Rate/Hr:	\$ 320	Rate/Hr:	\$ 255	Rate/Hr:	\$ 240	Rate/Hr:	\$ 215	Rate/Hr:	\$ 175	Rate/Hr:	\$ 135	Rate/Hr:	\$ 125	Hours	Cost	Cost	Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Cost
Task 1 - Project Management	2	\$ 710.00	6	\$ 1,920.00	52	\$ 13,260.00	24	\$ 5,760.00		\$ -	24	\$ 4,200.00		\$ -		\$ -	108	\$ 25,850	\$ -	\$ 25,850
Task 2 - Agency Coordination	6	\$ 2,130.00	16	\$ 5,120.00	36	\$ 9,180.00	24	\$ 5,760.00		\$ -	24	\$ 4,200.00		\$ -		\$ -	106	\$ 26,390	\$ -	\$ 26,390
Task 3 - Data Collection		\$ -		\$ -	22	\$ 5,610.00		\$ -		\$ -	30	\$ 5,250.00	24	\$ 3,240.00		\$ -	76	\$ 14,100	\$ -	\$ 14,100
Task 4 - UNSP Application Elements																				
Task 4.1 Site Maps		\$ -		\$ -	6	\$ 1,530.00	2	\$ 480.00	2	\$ 430.00	12	\$ 2,100.00		\$ -		\$ -	22	\$ 4,540	\$ -	\$ 4,540
Task 4.2 Public Access Policy	2	\$ 710.00	4	\$ 1,280.00	6	\$ 1,530.00		\$ -		\$ -	8	\$ 1,400.00		\$ -	2	\$ 250.00	22	\$ 5,170	\$ -	\$ 5,170
Task 4.3 Letters of Support		\$ -		\$ -	12	\$ 3,060.00		\$ -		\$ -	8	\$ 1,400.00		\$ -	4	\$ 500.00	24	\$ 4,960	\$ -	\$ 4,960
Task 4.4 Lighting Management Plan		\$ -	2	\$ 640.00	12	\$ 3,060.00	56	\$ 13,440.00		\$ -	8	\$ 1,400.00	6	\$ 810.00	4	\$ 500.00	88	\$ 19,850	\$ -	\$ 19,850
Task 4.5 Lighting Inventory		\$ -	10	\$ 3,200.00	16	\$ 4,080.00	92	\$ 22,080.00	4	\$ 860.00	30	\$ 5,250.00		\$ -	8	\$ 1,000.00	160	\$ 36,470	\$ 4,800.00	\$ 41,270
Task 4.6 Commitment	2	\$ 710.00		\$ -	4	\$ 1,020.00		\$ -		\$ -	6	\$ 1,050.00		\$ -	2	\$ 250.00	14	\$ 3,030		\$ 3,030
Task 5 - Stakeholder Engagement, Education, and Public Outreach	16	\$ 5,680.00	8	\$ 2,560.00	44	\$ 11,220.00		\$ -	8	\$ 1,720.00	68	\$ 11,900.00	28	\$ 3,780.00	8	\$ 1,000.00	180	\$ 37,860	\$ 3,300.00	\$ 41,160
Task 6 - Draft Application		\$ -	6	\$ 1,920.00	22	\$ 5,610.00		\$ -		\$ -	36	\$ 6,300.00	20	\$ 2,700.00	4	\$ 500.00	88	\$ 17,030	\$ -	\$ 17,030
Task 7 - Final Application and Submittal		\$ -	2	\$ 640.00	14	\$ 3,570.00		\$ -		\$ -	12	\$ 2,100.00	8	\$ 1,080.00	2	\$ 250.00	38	\$ 7,640	\$ -	\$ 7,640
TOTAL	28	\$ 9,940.00	54	\$ 17,280.00	246	\$ 62,730.00	198	\$ 47,520.00	14	\$ 3,010.00	266	\$ 46,550.00	86	\$ 11,610.00	34	\$ 4,250.00	926	\$ 202,890	\$ 8,100.00	\$ 210,990.00

CLOSING INDEX

Relating to:

\$33,500,000

Jackson Hole Airport Board
FBO Revenue Bonds
(Hangar Three Project)
Federally Taxable Series 2022C

**RESOLUTION TO AMEND SERIES 2022C BOND RESOLUTION
Dated as of February 23, 2024**

I. AUTHORITY DOCUMENTS

1. Resolution of Airport Board dated February 23, 2024, authorizing the First Amendment to the 2022C Bond Resolution.
2. Consent of Owner to Amendment to the 2022C Bond Resolution.

JACKSON HOLE AIRPORT BOARD

RESOLUTION AMENDING THE SERIES 2022C BOND RESOLUTION

A RESOLUTION AUTHORIZING THE JACKSON HOLE AIRPORT BOARD TO AMEND THE JACKSON HOLE AIRPORT BOARD SERIES 2022C BOND RESOLUTION DATED DECEMBER 14, 2022 AND SETTING FORTH SUCH AMENDMENT

WHEREAS, the Jackson Hole Airport Board (the “Airport Board” or the “Board”) is a statutory airport board and body corporate and politic, duly constituted pursuant to the provisions of Wyo. Stat. §§ 10-5-101 through 10-5-204 (collectively, the “Airport Authority Act”); and

WHEREAS, the Airport Board was established in 1968 by Teton County, Wyoming (“Teton County”) and the Town of Jackson, Wyoming (the “Town of Jackson”) to manage, operate and be responsible for the Jackson Hole Airport (the “Airport”) and has all necessary power to engage in and do any lawful act authorized by the Airport Authority Act; and

WHEREAS, the Airport Board issued its FBO Revenue Bonds (Hangar Three Project), Federally Taxable Series 2022C (the “Series 2022C Bonds”) pursuant to the Jackson Hole Airport Board Series 2022C Bond Resolution adopted on December 14, 2022 (the “2022C Bond Resolution”); and

WHEREAS, First Interstate Bank (the “Owner”) purchased, at private sale, the Series 2022C Bonds and is currently the owner of all of the Series 2022C Bonds; and

WHEREAS, the Board and the Owner desire now to modify and amend the 2022C Bond Resolution as it relates to the pledge of FBO Net Revenues and the last Advance under the 2022C Bond Resolution (the “First Amendment Resolution”).

NOW, THEREFORE, BE IT RESOLVED BY THE AIRPORT BOARD THAT IT FORMALLY COVENANTS, AGREES AND BINDS ITSELF AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1. Definitions. Any capitalized term used herein shall have the same meaning as set forth in the 2022C Bond Resolution unless otherwise amended hereby or the context shall clearly otherwise provide to the contrary.

ARTICLE II

AMENDMENT TO TERMS OF 2022C BOND RESOLUTION

Section 2.1. Amendment and Modification to Definitions of the 2022C Bond Resolution. The following definitions shall be added or modified as follows:

“*FBO Revenues*” means all moneys paid or accrued to the Airport Board with respect to the Jackson FBO on the Airport, including those derived from (a) the sale of aviation fuel into aircraft; (b) plane fees for pumping fuel into aircraft; (c) tie-down fees to aircraft owners and/or operators; (d) aircraft maintenance and repair; (e) hangar rentals and (f) the provision of other services to aircraft and aircraft owners which are of the type typically provided by fixed base operations. FBO Revenues do not include Fuel Facilities Revenues and exclude 85% of the collected general aviation fees. **FBO Net Revenues are pledged as security for the Series 2022C Bonds.**

“*FBO Net Revenues*” means all FBO Revenues less FBO Operating and Maintenance Expenses.

“*Pledged Revenues*” means initially Net Revenues and FBO Net Revenues. Upon satisfaction of the conditions described in Section 13(e), Net Revenues will be released from Pledged Revenues and the sole source of Pledged Revenues shall be FBO Net Revenues.

“*Net Revenue Parity Bonds*” means initially the Series 2022C Bonds and all other bonds that may be secured by Net Revenues of the Airport including the Series 2022A Bonds. There are no other airport bonds secured by Net Revenues of the Airport as of the Issue Date. At such time as the conditions under Section 13(e) are satisfied, the lien on Net Revenues of the Series 2022C Bonds will be released and the sole security for the Series 2022C Bonds will be the FBO Net Revenues.

Section 2.2. Amendment to Section 13(e). The following Section 13(e) of the 2022C Bond Resolution shall be amended and restated in full as follows:

(e) ***Release of Net Revenue from Pledged Revenues.*** Upon the fulfillment of the following conditions, Net Revenues shall be released from Pledged Revenues and the sole security for the Series 2022C Bonds shall be FBO Net Revenues:

(i) The completion of the Project on the Completion Date and transfer of such FBO Revenues to the Airport and deposited in the FBO Revenue Fund as described in Section 13(b) above;

(ii) Not less than one year following the Completion Date or for any such subsequent one year period following the Completion Date, the FBO Net Revenues, are equal to at least 150% of the Debt Service Requirements on the Series 2022C Bonds and the Outstanding Parity Lien Obligations payable from FBO Net Revenues for such period of time. The Debt Service Requirements must include twelve (12) months of principal and interest payments and may not use any part of the first fifteen (15) months of the term of the Series 2022C Bonds and must be based upon audited financials;

(iii) No Events of Default are in existence.

Section 2.3. Amendment to Section 17(d)(i). The following Section 17(d)(i) of the 2022C Bond Resolution shall be amended and restated in full as follows:

(d) ***Series 2022C Bonds Coverage Covenant.***

(i) Except under the circumstances described in (ii) below, while the Series 2022C Bonds are outstanding, the Airport Board hereby covenants and agrees that it shall establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the Airport and for services rendered in connection therewith, so that as of June 30 and for the 12 months of each Fiscal Year, Pledged Revenues, will be equal to at least 150% of annual debt service on Series 2022C Bonds. Upon release of the Net Revenues in accordance with Section 13(e), Pledged Revenues will only consist of FBO Net Revenues.

ARTICLE III

FINAL ADVANCE UNDER 2022C BOND RESOLUTION

Section 3.1. Notwithstanding any of the terms and conditions for Advances described in the 2022C Bond Resolution, including in Section 3 and in Section 14, the Owner and the Airport Board agree that without the need to comply with such terms and conditions and without further action from the Airport Board, the remaining unadvanced Bond Proceeds, as of the date of advance, shall be advanced by the Owner on or before April, 30, 2024 for deposit in the Series 2022C Project Fund. The Series 2022C Project Fund shall be pledged by the Airport Board to Owner and held by the Owner on behalf of the Airport Board. Funds maintained in the Series 2022C Project Fund shall be available for withdrawal by the Airport Board for Construction Costs of the Project on a monthly basis in accordance with the requirements described in Section 14 of the 2022C Bond Resolution. As funds maintained in the Series 2022C Project Fund are withdrawn and released from the Series 2022C Project Fund, the amount of Owner's pledge against the Series 2022C Project Fund shall be reduced accordingly. When the Project shall have been completed, in accordance with the relevant plans and specifications and all amounts due therefor, and all incidental expenses of the Project shall have been paid, or for which full provision shall have been made, the Airport Board shall cause all surplus moneys remaining in the Series 2022C Project Fund to be transferred to the Series 2022C Debt Service Fund to pay debt service on or redeem to the extend of any remaining balance of the applicable series of the Series 2022C Bonds.

ARTICLE IV

FULL FORCE AND EFFECT

Section 4.1. The 2022C Bond Resolution is hereby amended to the extent provided in this First Amendment Resolution and, except as specifically provided herein, such First Amendment Resolution shall remain in full force and effect in accordance with its terms until the Series 2022C Bonds have been paid in full and all other rights and obligations of the parties hereunder have been satisfied.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1. The Airport Board represents and warrants that this First Amendment Resolution has been duly authorized and validly executed by it and that the 2022C Bond Resolution as hereby amended constitutes its valid obligation, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and subject to the application of general principles of equity including but not limited to the right of specific performance.

ARTICLE VI

SEVERABILITY

Section 6.1. In the event that any provision of this First Amendment Resolution shall be held to be invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

ARTICLE VII

AMENDMENTS TO THIS RESOLUTION

Section 7.1. This First Amendment Resolution may only be amended with written consent of the Airport Board and the Owner.

ARTICLE VIII

BENEFICIARY AND CONSENT OF OWNER TO AMENDMENT OF 2022C BOND RESOLUTION

Section 8.1 The Owner shall be a beneficiary of this First amendment Resolution, and as such also agrees and contracts with the Airport Board to carry out all of their obligations hereunder.

Section 8.2 The Owner shall provide its written consent to this First Amendment Resolution to the 2022C Bond Resolution in the form attached hereto in Exhibit A prior to the Advance described in Article III hereof.

[Remainder of page intentionally left blank; signature page follows.]

ADOPTED AND APPROVED this 23rd day of February, 2024.

[SEAL]

JACKSON HOLE AIRPORT BOARD

By _____
Name _____
Title _____

Attested:

By _____
Name _____
Title _____

DRAFT

[Signature Page to Resolution Regarding Amendment to 2022C Bond Resolution]

Exhibit A

FORM OF CONSENT OF FIRST INTERSTATE BANK

To
Amendments to
Jackson Hole Airport Board Series 2022C Bond Resolution

February 23, 2024

Jackson Hole Airport Board
1250 East Airport Road
Post Office Box 159
Jackson, Wyoming 83001

Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, Colorado 80202

Ladies and Gentlemen:

First Interstate Bank (the “*Owner*”), as owner of all of the Jackson Hole Airport Board Series 2022C Bonds (the “*Series 2022C Bonds*”), hereby irrevocably consents to and approves the execution and delivery of the First Amendment of the 2022C Bond Resolution (the “*First Amendment*”) which amends the Jackson Hole Airport Board Series 2022C Bonds Resolution (the “*Resolution*”), dated as of December 14, 2022. Consent is given to the amendments upon adoption of the First Amendment by the Board.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has signed and executed this Consent this February 23, 2024.

FIRST INTERSTATE BANK

By _____
Name _____
Title _____

[Signature page to Consent of First Interstate Bank]

DRAFT

Middle Market BMO
Public Funds Collateral Management Team
333 Market St 31st Floor, MAC A0119-312
San Francisco, CA 94105
publicfundscollateral@wellsfargo.com

[Back to Agenda](#)



December 11, 2023

XNPBFYDTCY 000078 SP 01



Attn: Jeanne Kirkpatrick
Jackson Hole Airport Board
PO Box 159
Jackson, WY 83001

RE: APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

To Whom It May Concern:

Pursuant to the requirements of Wyoming Statutes 1977, Section 9-4-818, formal application is hereby made by Wells Fargo Bank, Nation Association, a national banking association in the State of Wyoming, to be designated a depository for Jackson Hole Airport Board.

Wells Fargo is prepared to pledge the following described securities as provided in Wyoming Statutes 1977, Section 9-4-821, to be assigned to and deposited with the Treasurer, Jackson Hole Airport Board, as security for the safekeeping and prompt payment of all public monies that may be deposited with it by the Treasurer, Jackson Hole Airport Board, and for the faithful performance of its duties under the law as such depository.

If you need any additional information, please feel free to contact me in Public Funds Collateral Unit at 877-479-6603. Thank you.

Dated this 11 December 2023

Wells Fargo Bank, N.A.

Sheila Lynch
Vice President
Public Funds Collateral
Management Team



**SECRETARY'S CERTIFICATE
WELLS FARGO BANK, NATIONAL ASSOCIATION**

I, Angel R. Moore, an Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that, pursuant to the authority delegated to Kyle G. Hranicky, a Senior Executive Vice President of the Bank (the "Authorized Individual"), by the Executive Committee of the Board of Directors of the Bank on February 26, 2022, the following resolutions were duly adopted by written consent of the Authorized Individual effective as of November 6, 2023, and that said resolutions have not been rescinded or modified and are now in full force and effect:

**Resolution Regarding Approval of Contracts
Regarding Depository Services**

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may

deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank this 7th day of November, 2023.



Angel R. Moore

Angel R. Moore, Assistant Secretary
Wells Fargo Bank, National Association

DRAFT



BMO BANK NATIONAL ASSOCIATION
SECRETARY'S CERTIFICATE

I, Cindy Salazar, Assistant Secretary of BMO Bank National Association (formally known as BMO Harris Bank National Association) (the "Bank"), hereby certify on behalf of the Bank, that: (i) the below is a true and complete copy of the resolutions duly adopted by the Board of Directors (the "Board") at a meeting duly called and held on August 16, 2023 (the "Board Resolutions"), at which a quorum was present and acting throughout; (ii) the Board Resolutions have not been amended, modified or rescinded; and (iii) such Board Resolutions remain in full force and effect.

WHEREAS, it is necessary for BMO Harris Bank N. A. (the "Bank") to properly secure the Treasurer of the State of Wyoming (the "Treasurer") for all monies deposited in the Bank by the Treasurer or on behalf of the Treasurer by various State of Wyoming agencies and departments; and

WHEREAS, no deposit will be made in the Bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bank (the "Board") that any of the following officer titles of the Bank, are hereby authorized and empowered to pledge to the Treasurer securities of the Bank as may be legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in such amounts and at such time as the Treasurer and bank officers may agree upon:

Bank Officers

Executive Vice President
Senior Vice President
Managing Director
Vice President
Director
Authorized Signatory

BE IT FURTHER RESOLVED that this authority given to the officers of the Bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the Bank until the authority given to the Bank officers named herein are revoked or superseded by another resolution of this Bank, verified copy of which shall be delivered by a representative of the Bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to pledge additional

collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.


BE IT FURTHER RESOLVED that the Bank officers named herein are fully authorized and empowered to execute in the name of the Bank such collateral pledge agreement in favor of the Treasurer as the Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon the Bank as though authorized by specific Resolution of the Board.

* * * * *

I further certify that the following individuals are Authorized Signatories for the Bank.

John M. Mattern
Christopher Daly
Robert Santore
Noeline Oh

IN WITNESS WHEREOF, I have hereupon signed my name this 20th day of September 2023.


Name: Cindy Salazar
Title: Assistant Secretary



BMO Bank N.A.
Institutional Markets
320 South Canal Street
16th floor
Chicago, IL 60606

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

Jackson Hole Airport Board
State of Wyoming

January 25 , 2024

Pursuant to the requirements of Wyoming Statutes Title 9, Chapter 4, Article 8, formal application is made by BMO Bank, N.A., a corporation organized and existing under the laws of the State of Wyoming and having an office located at 1130 Sheridan Ave., Cody, WY. 82414 to be designated an approved depository of the JACKSON HOLE AIRPORT BOARD.

The applicant agrees to provide sufficient collateral as required and permitted under applicable State statutes (the "Collateral"), as security for the payment of the JACKSON HOLE AIRPORT BOARD public funds on deposit with applicant. Such Collateral shall be assigned to the JACKSON HOLE AIRPORT BOARD and placed with the appropriate custodian as security for the safekeeping and prompt payment of all public moneys that may be deposited with the applicant by the JACKSON HOLE AIRPORT BOARD and for the faithful performance of its duties under the law as such depository.

Wyoming Statutes Title 9, Chapter 4, Article 8 requires that this applicant be accompanied by a sworn statement of the financial condition of the applicant at the time this application is made. Please find that information for your review on the following page.

BMO Bank, N.A.

Robert

Name: Santore

Title: AVP

Digitally signed by Robert
Santore
Date: 2024.01.25 08:55:00
-06'00'

FDIC Certificate Number: 16571

Consolidated Report of Condition for Insured Banks and Savings Associations for September 30, 2023

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

		Dollar Amounts in Thousands		RCFD	Amount	
Assets						
1.	Cash and balances due from depository institutions (from Schedule RC-A):					
a.	Noninterest-bearing balances and currency and coin (1)			0081	2,401,217	1.a
b.	Interest-bearing balances (2)			0071	21,371,359	1.b
2.	Securities:					
a.	Held-to-maturity securities (from Schedule RC-B, column A)(3)			JJ34	2,070,607	2.a
b.	Available-for-sale debt securities (from Schedule RC-B, column D)			1773	53,474,326	2.b
c.	Equity securities with readily determinable fair values not held for trading (4)			JA22	0	2.c
3.	Federal funds sold and securities purchased under agreements to resell:			RCON		
a.	Federal funds sold in domestic offices			B987	10,000	3.a
				RCFD		
b.	Securities purchased under agreements to resell (5,6)			B989	95,929	3.b
4.	Loans and lease financing receivables (from Schedule RC-C):					
a.	Loans and leases held for sale			5369	48,275	4.a
b.	Loans and leases held for investment	B528	155,087,877			4.b
c.	LESS: Allowance for loan and lease losses(7)	3123	2,439,273			4.c
d.	Loans and leases held for investment, net of allowance (item 4.b minus 4.c)			B529	152,648,604	4.d
5.	Trading assets (from Schedule RC-D)			3545	120,164	5
6.	Premises and fixed assets (including capitalized leases)			2145	2,078,217	6
7.	Other real estate owned (from Schedule RC-M)			2150	9,795	7
8.	Investments in unconsolidated subsidiaries and associated companies			2130	18,732	8
9.	Direct and indirect investments in real estate ventures			3656	0	9
10.	Intangible assets (from Schedule RC-M)			2143	13,294,062	10
11.	Other assets (from Schedule RC-F)(6)			2160	13,144,258	11
12.	Total assets (sum of items 1 through 11)			2170	260,785,545	12

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Institutions that have adopted ASU 2016-13 should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.

(4) Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

(5) Includes all securities resale agreements, regardless of maturity.

(6) Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.

(7) Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.

Schedule RC—Continued

Dollar Amounts in Thousands			RCON	Amount	
Liabilities					
13. Deposits:					
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, Part I)			2200	201,163,192	13.a
(1) Noninterest-bearing (1)	6631	48,968,452			13.a.1
(2) Interest-bearing	6636	152,194,740			13.a.2
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, Part II)			RCFN		
(1) Noninterest-bearing	6631	N/A	2200	N/A	13.b
(2) Interest-bearing	6636	N/A			13.b.1
					13.b.2
14. Federal funds purchased and securities sold under agreements to repurchase:					
a. Federal funds purchased in domestic offices (2)			RCON		
			B993	69,069	14.a
			RCFD		
b. Securities sold under agreements to repurchase (3)			B995	1,947,503	14.b
15. Trading liabilities (from Schedule RC-D)			3548	633,184	15
16. Other borrowed money (includes mortgage indebtedness)(from Schedule RC-M)			3190	19,508,589	16
17. and 18. Not applicable			RCFD		
19. Subordinated notes and debentures (4)			3200	500,000	19
20. Other liabilities (from Schedule RC-G)			2930	5,457,120	20
21. Total liabilities (sum of items 13 through 20)			2948	229,278,657	21
22. Not applicable					
Equity Capital					
Bank Equity Capital					
23. Perpetual preferred stock and related surplus			3838	0	23
24. Common stock			3230	510,186	24
25. Surplus (exclude all surplus related to preferred stock)			3839	29,643,336	25
26. a. Retained earnings			3632	5,690,574	26.a
b. Accumulated other comprehensive income (5)			B530	-4,355,561	26.b
c. Other equity capital components (6)			A130	0	26.c
27. a. Total bank equity capital (sum of items 23 through 26.c)			3210	31,488,535	27.a
b. Noncontrolling (minority) interests in consolidated subsidiaries			3000	18,353	27.b
28. Total equity capital (sum of items 27.a and 27.b)			G105	31,506,888	28
29. Total liabilities and equity capital (sum of items 21 and 28)			3300	260,785,545	29

(1) Includes noninterest-bearing demand, time, and savings deposits.
 (2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
 (3) Includes all securities repurchase agreements, regardless of maturity.
 (4) Includes limited-life preferred stock and related surplus.
 (5) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.
 (6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.



401 North 31st Street
Billings, MT 59101

December 15th, 2023

To Whom It May Concern:

Please accept First Interstate Bank's application for the deposit of Public Funds accounts. Your deposits are insured to a balance of \$250,000.00 by the Federal Deposit Insurance Corporation. We will be happy to pledge additional securities as necessary to cover increasing deposit balances.

Enclosed, please find a certified copy of the Board of Directors Public Funds Resolution which was adopted on December 14, 2023. This document authorizes First Interstate Bank to accept Public Funds Deposits and authorizes certain officers to furnish collateral security for such deposits.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bennett Tabor', written over a large, light gray 'DRAFT' watermark.

Bennett Tabor
Capital Markets Analyst

FIRST INTERSTATE BANK

DATE APPROVED BY BOARD - DECEMBER 14, 2023

PUBLIC FUNDS RESOLUTION

WHEREAS, it is necessary for First Interstate Bank to properly secure the political division or subdivision for all monies deposited in the bank by the Treasurer of the political division or subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, The Treasurer may, when furnished proper security, carry an unlimited credit balance with the bank; and

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the depository bank that any two of the following named persons, officers of the bank, are authorized and empowered to pledge to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon: ¹

Kevin Riley	President and Chief Executive Officer
Marcy Mutch	Chief Financial Officer
Jason Sasanfar	Treasurer
Cameo Dowell	Director of Capital Markets
Bennett Tabor	Capital Markets Analyst

BE IT FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer requires, and any collateral pledge agreement executed, or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this Bank.

The Board agrees that the authority herein granted is irrevocable, and the depository hereby for itself, its successors and assigns, ratified and confirms whatever said attorney shall do by virtue of this authorization.

SEAL


Kevin Riley, Chair

I, the undersigned, Secretary of First Interstate Bank, a Corporation, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly ratified by the Board of Directors of said Corporation, at a meeting of said Board duly called and held, and at which a quorum of said Board was present on the 14th day of December, 2023, and that said resolution is duly entered upon the minute book of said Corporation, and that it is in full force and effect at this time.


Kim Jensen, Corporate Secretary

¹The Officer certifying this resolution shall have such authority and shall not be designated under numbered paragraph 3 above.

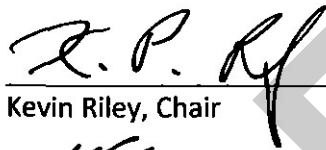
**APPLICATION FOR DEPOSIT OF PUBLIC FUNDS
FOR THE YEAR 2024**

To Whom It May Concern:

In connection with State Requirements, formal application is hereby made by First Interstate Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Montana and having its office and principal place of business in the City of Billings in the State of Montana, to be designated an authorized Public Depository.

First Interstate Bank agrees to furnish and pledge securities as provided for in Wyoming Statute 9-4-821 to be assigned to the entity as security for the safekeeping and prompt payment of all public monies that may be deposited with the entity and for the faithful performance of its duties under the aforesaid law as such depository.

By Order of the Board of Directors



Kevin Riley, Chair



Kirk Jensen, Corporate Secretary

Schedule RC - Balance Sheet(Form Type - 041)

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Dollar amounts in thousands

1. Cash and balances due from depository institutions (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin ¹	RCON0081	372,325	1.a.
b. Interest-bearing balances ²	RCON0071	218,718	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A) ³	RCONJJ34	3,259,421	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D)	RCON1773	5,627,799	2.b.
c. Equity securities with readily determinable fair values not held for trading ⁴	RCONJA22	0	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold	RCONB987	2,055	3.a.
b. Securities purchased under agreements to resell ⁵	RCONB989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCON5369	59,145	4.a.
b. Loans and leases held for investment	RCONB528	18,213,255	4.b.
c. LESS: Allowance for loan and lease losses	RCON3123	226,643	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c) ⁷	RCONB529	17,986,612	4.d.
5. Trading assets (from Schedule RC-D)	RCON3545	57,403	5.
6. Premises and fixed assets (including capitalized leases)	RCON2145	440,744	6.
7. Other real estate owned (from Schedule RC-M)	RCON2150	11,590	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCON2130	5,590	8.
9. Direct and indirect investments in real estate ventures	RCON3656	0	9.
10. Intangible assets (from Schedule RC-M)	RCON2143	1,213,970	10.
11. Other assets (from Schedule RC-F) ⁶	RCON2160	1,213,428	11.
12. Total assets (sum of items 1 through 11)	RCON2170	30,468,800	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E):	RCON2200	23,787,754	13.a.
1. Noninterest-bearing ⁸	RCON6631	6,507,390	13.a.1.
2. Interest-bearing	RCON6636	17,280,364	13.a.2.
b. Not applicable			13.b.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased ⁹	RCONB993	0	14.a.
b. Securities sold under agreements to repurchase ¹⁰	RCONB995	889,472	14.b.
15. Trading liabilities (from Schedule RC-D)	RCON3548	184,050	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON3190	2,088,813	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures ⁸	RCON3200	0	19.
20. Other liabilities (from Schedule RC-G)	RCON2930	377,648	20.
21. Total liabilities (sum of items 13 through 20)	RCON2948	27,327,737	21.

1. Includes cash items in process of collection and unposted debits.
 2. Includes time certificates of deposit not held for trading.
 3. Institutions that have adopted ASU 2016-13 should report in item 2.a, amounts net of any applicable allowance for credit losses, and should equal to Schedule RC-B, item 8, column A less Schedule RI-B, Part II, item 7, column B.
 4. Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
 5. Includes all securities resale agreements, regardless of maturity.
 7. Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.
 6. Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
 8. Includes noninterest-bearing demand, time, and savings deposits.
 9. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
 10. Includes all securities repurchase agreements, regardless of maturity.
 8. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

22. Not applicable			22.
23. Perpetual preferred stock and related surplus.....	RCON3838	0	23.
24. Common stock.....	RCON3230	50,000	24.
25. Surplus (exclude all surplus related to preferred stock).....	RCON3839	3,115,194	25.
26. Not available			26.
a. Retained earnings.....	RCON3632	497,526	26.a.
b. Accumulated other comprehensive income ¹	RCONB530	-521,657	26.b.
c. Other equity capital components ²	RCONA130	0	26.c.
27. Not available			27.
a. Total bank equity capital (sum of items 23 through 26.c).....	RCON3210	3,141,063	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....	RCON3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....	RCONG105	3,141,063	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....	RCON3300	30,468,800	29.
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2022.....	RCON6724	NR	M.1.
2. Bank's fiscal year-end date (report the date in MMDD format).....	RCON8678	NR	M.2.

Schedule RC-A - Cash and Balances Due From Depository Institutions(Form Type - 041)

Schedule RC-A is to be completed only by banks with \$300 million or more in total assets.
 Exclude assets held for trading.

Dollar amounts in thousands

1. Cash items in process of collection, unposted debits, and currency and coin:			1.
a. Cash items in process of collection and unposted debits.....	RCON0020	185,248	1.a.
b. Currency and coin.....	RCON0080	186,562	1.b.
2. Balances due from depository institutions in the U.S.....	RCON0082	10,016	2.
3. Balances due from banks in foreign countries and foreign central banks.....	RCON0070	0	3.
4. Balances due from Federal Reserve Banks.....	RCON0090	209,218	4.
5. Total.....	RCON0010	591,044	5.

1. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.
 2. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT
SERVING THE COMMERCIAL TERMINAL AND COMMERCIAL AIRLINE
PASSENGERS
BETWEEN THE JACKSON HOLE AIRPORT BOARD
AND
AVIS BUDGET CAR RENTAL, LLC.**

**AIRPORT FACILITIES LEASE
AND RENTAL CAR
CONCESSION AGREEMENT
JACKSON HOLE AIRPORT**

THIS AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT (“Agreement”) is made effective as of May 1, 2024, between the JACKSON HOLE AIRPORT BOARD, a body corporate, organized under the laws of Wyoming, and having its principal office at the Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and Avis Budget Car Rental, LLC, a Limited Liability Company organized under the laws of Delaware, and having a principal address of 379 Interpace Parkway, Parsippany, NJ 07054 ("Operator"). The Board and Operator may be referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

The parties recite and declare that:

- A. The Board is the operator and proprietor of the Jackson Hole Airport (the “Airport”).
- B. Automobile rental services serving the commercial service terminal and commercial airline passengers at the Airport are desirable for the proper accommodation of passengers arriving at and departing from the Airport.
- C. The Board desires to make said services available at the Airport and the Operator is qualified, ready, and able to perform or see to the performance of said services.
- D. In consideration of the foregoing and of the mutual covenants and agreements herein, the Board is willing to lease to the Operator a portion of the Airport premises, and grant the Operator certain non-exclusive rights and privileges, and Operator is willing to accept and lease such premises under the terms and conditions set forth herein.

1. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement. Terms capitalized but not defined in this Section 1 shall have the meaning ascribed to such terms in the Agreement.

- 1.1. “Commercial Terminal” or “Terminal” as used herein is the passenger Terminal Building at the Airport where passengers arrive and depart on commercial airline flights, as it now exists or as may be hereafter altered or expanded.
- 1.2. “Customer Facility Charges” or “CFCs” as used herein shall mean, those fees authorized pursuant to resolution by the Board and required to be collected by Operator and remitted to the Board.

1.3. “Director” as used herein shall mean, the executive director and manager of the Airport, as may be designated from time to time by the Board.

1.4. “Gross Revenues” as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its customers, after discounts applied at the time of rental, by Operator for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Operator. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Operator by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Operator’s operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Operator’s customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

1.4.1. Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Operator of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

1.4.2. Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions directly related to Operator’s rental car operations at the Airport set forth below:

1.4.2.1. Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Operator’s operations which are separately stated on customers’ rental contracts and collected from customers of Operator;

1.4.2.2. Those fees referred to in this Agreement as Customer Facility Charges or CFCs;

1.4.2.3. Amounts received as insurance proceeds or otherwise specifically for actual loss, conversion, or abandonment of or damages to vehicles or other property of Operator;

1.4.2.4. Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Operator’s operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

1.4.2.5. Reimbursements for amounts actually paid for towing, impound fees, tolls and toll violations, parking tickets, windshield replacement, and other governmental fines and fees from its customers to pass through without markup to an independent third party with no amount being retained by Operator. However, any amounts collected about the pass through amount shall be included as Gross Revenue under this Agreement.

1.5. “Operations Year” shall mean May 1 through April 30 of each year.

1.6. “Ready/Return Block” consists of rental car vehicle parking spaces combined into three exclusive leased blocks in front of the Terminal for vehicle pick up and return by customers of Operator as shown on Exhibit #2.

1.7. “Rental Car” or “Motor Vehicles” shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, station wagons, four-wheel drive vehicles, passenger vans, sports-utility vehicles, and pick-up trucks rated one-ton or less.

1.8. “Storage Spaces” shall mean those rental car vehicle spaces, other than those in the Ready/Return Block and QTA Parking Block, located at one or more locations on the Airport designated by the Director and available for Operator vehicle storage on an interim basis.

1.9. “Transaction” shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.

1.10. “Transaction Day” shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car company rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car company collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

1.11. “QTA Facility” shall mean the quick-turn-around facility building and associated improvements at the Airport.

1.12. “QTA Facility Bay” shall mean that portion of the QTA Facility which is leased on an exclusive use basis to Operators.

1.13. “QTA Parking Blocks” consists of rental car vehicle parking spaces combined into exclusive leased blocks in the vicinity of the QTA Facility for vehicle parking and storage as shown on Exhibit #4.

2. TERM

2.1. The term of this Agreement shall be three (3) years commencing on the date May 1, 2024 and ending April 30, 2027 unless sooner terminated or canceled as hereinafter provided.

2.2. Operator acknowledges that this Agreement contains no renewal clause and is subject to the Board’s stated intent and obligation to expose the Premises and rights

granted hereunder to a public competitive selection process at the expiration or termination of this term.

2.3. Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of the Board, shall constitute a tenancy from month-to-month. The month-to-month tenancy shall be subject to all other terms and conditions of this Agreement with the exception of rents, charges and fees; which shall be determined solely by the Board.

3. RIGHTS AND PREMISES GRANTED

3.1. Concession Rights Granted.

3.1.1. Operator is hereby awarded an Agreement to operate a Rental Car business at the Airport on a non-exclusive basis in common with others having similar agreements for the sole purpose of arranging and providing Rental Car services. The Operator shall not conduct any other business at Airport without the prior written consent of the Board.

3.1.2. Operator shall conduct said Rental Car business in a first-class manner, consistent with the highest quality delivery of goods and services in like settings. Operator shall offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Operator and the Board. Operator shall offer quality vehicles and shall equip, organize, put into service and manage the Premises so as to provide service within an attractive and pleasant atmosphere.

3.1.3. Operator agrees it will not disturb the Airport or any other tenant, person or licensee using the Airport, make or permit any disturbance or any unusual noise, vibration or other condition on or at the Airport.

3.1.4. Operator, its agents, employees, patrons and suppliers and other persons doing business with Operator shall have the right of ingress and egress to and from the Leased Premises over the Airport roadways, subject to regulations governing the use of the Airport.

3.1.5. Operator is a Limited Liability Corporation and is authorized to do business in the State of Wyoming under the brand name of Avis and Budget. Operator shall do business at the Airport only under that brand name or brand names, and as that entity, unless this Agreement is amended in writing and approved by the Board pursuant to the terms of this Agreement.

3.2. Leased Premises.

3.2.1. The Board hereby leases to Operator the following premises, hereinafter referred to in their totality as the "Premises", as designated on **Exhibit #1, Exhibit #2, Exhibit #3** and **Exhibit #4**, attached hereto and made a part hereof. Said Premises are more particularly described as follows:

3.2.2. Terminal Building Counter/Office/Queuing Position: Position number one (#1) of the counter/office/queuing area in the Terminal Building, as designated on **Exhibit #1** attached hereto and made a part hereof.

3.2.3. Ready/Return Block: Ready Return Block number two (#2) as shown on **Exhibit #2**, attached hereto and made a part hereof.

3.2.4. QTA Facility Bay and Queuing Lanes: Bay number two (#2) of the QTA Facility and associated queuing lanes as designated on **Exhibit #3** attached hereto and made a part hereof including the rental car service bay together with all fixtures, paving, fencing, grating, underground wires, cables, drains, and property of every kind and nature which is attached to said QTA Facility Bay.

3.2.5. QTA Transport Storage and QTA Parking Block: QTA Transport Storage Block I and QTA Parking Block C as shown on **Exhibit #4**, attached hereto and made a part hereof.

3.2.5.1. The Board reserves the right to use a portion of the QTA Queuing Lanes and QTA Parking Blocks during peak public parking demands as determined by the Board. If the Board utilizes a portion of Operator's QTA Queuing Lanes or QTA Parking Block, a credit will be given for the amount of time that portion of a lane or block is not available to Operator.

3.2.6. Storage Spaces: The Board hereby leases to Operator jointly with other rental car Operators Storage Spaces designated for the storage of vehicles that Operator intends for rent at the Airport. The Board grants Operator use of such compressed vehicle Storage Spaces, with a seasonally varying number of additional Storage Spaces, if any, being allocated and assigned by the Director among all rental car agencies operating at and from the Airport, based upon and in proportion to Operator's minimum guaranteed bid. Operator shall submit any requests for additional storage parking in writing to the Director at a minimum of seven (7) days in advance.

3.3. Use of Premises. Operator shall use and occupy the Premises solely for the purpose of maintaining a commercial Rental Car location and conducting a non-exclusive commercial Rental Car operation, as defined and authorized herein. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby

prohibited, except as by separate express prior written permission from the Director and under such terms and conditions as the Board, in its sole discretion, shall determine. Permitted uses, if such activities are conducted in a place and in a manner permitted by the Board, shall be limited to the following:

3.3.1. Storage, staging, washing, fueling of Motor Vehicles available for rent including movement of such vehicles necessarily incidental to these activities.

3.3.2. Staffing of the designated counter/office/queuing position in the Terminal for the purpose of providing information and arranging for and completing Transactions.

3.3.3. Identification of Operator's counter/office/queuing position, ready/return stalls and vehicle storage by signs or logos in numbers, size, color, design, content and type as approved in advance in writing by the Director.

3.3.4. Use of the common use areas associated with the QTA Facility, which shall include roadways (and egress and ingress) and the Airport's fuel facility, all of which shall be used in common by Operator and others as approved by the Board and pursuant to rules and policies adopted by the Board.

3.3.5. Parking, storage and rental on and from the Premises of only Motor Vehicles as defined hereinabove. No other vehicles, including trucks above 5,000 lbs. empty vehicle weight, motorhomes, buses, motorcycles, trailers, boats, or non-passenger vehicles shall be permitted on the Airport, without express prior written permission of the Director, at the discretion of the Board, under such fees, terms and conditions as the Board may require.

3.3.6. With respect to the QTA Facility Bay, the washing, cleaning, light maintenance, fluid replacement, vacuuming, storage and related activities for preparing its on-Airport vehicles pursuant to this Agreement, provided that washing of vehicles shall be conducted only in Operator's QTA Facility Bay.

Operator shall not use the Premises for any other purpose and is prohibited from servicing vehicles not for rent at the Airport, or for the sale of rental vehicles, without the prior written consent of the Director. Operator shall use the entire Premises for the conduct of such business in a professional manner continuously during the entire term of this Agreement.

3.4. Acceptance of Premises.

3.4.1 Operator agrees that its Premises have been inspected by Operator, are accepted for its purposes, and will be occupied by Operator on an "as is" basis. The Operator specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of habitability or fitness for use.

3.4.2 Operator expressly waives any and all claims against the Board, its agents and employees of whatever nature, for any and all loss or damage sustained by Operator, except loss or damage caused by the sole negligence of the Board, its agents or employees, including interruption of Operator's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or in the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

3.5 Substitution or Provision of New Facilities.

3.5.1. The Board may build or provide, or cause to be built or provided, new or substitute facilities at the Airport. In the event of the construction and occupancy of new or substitute facilities at the Airport during the term of this Agreement, the following shall apply:

3.5.2. The Board agrees to set aside counter/office/queuing position, ready/return spaces and storage spaces for use by Operator.

3.5.3. Operator agrees to relocate operations from the Premises to the new or substituted premises and to thereafter conduct its operations therefrom. The new or substituted facilities shall be comparable to the previous facilities or better in terms of size, location and finish, all at the discretion of the Board. In the event the Board requires the move of facilities, the Board will reimburse reasonable actual out-of-pocket costs associated with the relocation as approved in advance subject to a maximum amount established by the Board.

3.5.4. Upon such relocation the Board shall have the right to demolish or use the existing the Premises as it sees fit.

3.6. Alterations, Improvements and Trade Fixtures.

3.6.1. All repairs made by the Operator or on its behalf shall be of high quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by the Board, Federal, State or local authority having jurisdiction over the work in or to the Premises.

3.6.2. No improvements, structures, alterations or additions shall be made in, to or upon the Premises without the prior written consent of the Director. All such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the Director.

3.6.3. Inside storage of material is required. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste, or debris. Wrecked or non-operational

Motor Vehicles shall be removed from the Premises as soon as possible, but in all cases within three (3) days.

3.6.4. The installation of any type of fencing is prohibited on the Premises.

3.6.5. Upon providing notice, if possible, the Board or its duly appointed representatives shall have the right to enter the Premises to:

3.6.5.1. Inspect the Premises during Operator's regular business hours or at any time in case of emergency to determine whether Operator has complied with and is complying with the terms and conditions of this Agreement and other enumerated and health/operational standards. The Board may, at its discretion, require Operator to effect repairs at Operator's own cost.

3.6.5.2. Perform any and all things which Operator is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to the Premises or to respond to any public health or safety emergency. Notwithstanding the above, in the event of an emergency condition, the Board or its duly appointed representatives shall have the right to enter the Premises to perform maintenance repair or replacement.

3.6.5.3. Undertake the maintenance, repair or replacements requested by the Board if Operator refuses or neglects to make any repairs necessitated by the negligent acts or omissions of Operator, its employees, agents, servants or licensees. The Board shall have the right to make such repairs on behalf of and for Operator if Operator has not commenced such repairs with five (5) days after written notice by the Board. The cost for such work, plus a twenty percent (20%) administration fee, shall be paid for by Operator within ten (10) days following demand by the Board for said payment.

3.6.6. Any improvements and alterations to the Premises thereon with respect to which the Board has given its written consent, shall be done at Operator's sole cost and expense and Operator shall not cause or permit any statutory claims or liens to be filed against the Premises or against the buildings or other improvements thereon by reason thereof and hereby does indemnify the Board against all costs and liabilities arising from such claims or liens filed as a result of Operator's activities.

3.6.7. Upon expiration of the Agreement or the earlier termination thereof, title to all improvements shall automatically and without compensation to Operator become Board property. Operator shall surrender the improvements to the Board at the expiration of the Term or earlier termination of this Agreement, free and clear of all liens and encumbrances, other than those, if any, permitted under this Agreement or otherwise created or consented to by the Board. Operator agrees to execute,

acknowledge, and deliver to the Board any instrument requested by the Board as necessary in the Board’s opinion to perfect the Board’s right, title, and interest to the improvements and the Premises. The Board shall peaceably surrender possession of the Premises in good condition, excepting only reasonable wear and tear, and capable to be relet by the Board without significant repairs.

3.6.8. Operator shall have the right, during the term hereof, at its own expense, at any time and from time to time, to install, maintain, operate, repair and replace any and all trade fixtures, removable structures, and other personal property used from time to time in its operations at the Airport, all of which shall be and remain the property of Operator except as herein provided, and may be removed by Operator prior to the expiration of the term of this Agreement, provided, however, that Operator shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute a holdover, but all such property not removed upon termination of the Agreement shall be deemed abandoned and thereupon be the sole property of the Board. The Board may reject said trade fixtures or personal property and require Operator to reimburse the Board for the cost to dispose of said fixtures and/or personal property.

4. OBLIGATION OF OPERATOR

4.1. Concession Fee, Rents, and Fees.

4.1.1. Concession Fee. Operator shall pay to the Board a Concession Fee annually, outlined below, as compensation for the rights and privileges granted to it pursuant to this Agreement:

4.1.1.1. Concession Fee – the greater of either:
ten percent (10%) of Operator’s annual Gross Revenues (“Percentage Fee”);
or

4.1.1.2. the respective yearly amount shown below as the Operator’s Minimum Annual Guaranteed fee (“MAG”):

May 1, 2024 to April 30, 2025	\$3,532,750.00
May 1, 2025 to April 30, 2026	\$3,533,250.00
May 1, 2026 to April 30, 2027	\$3,534,000.00

4.1.1.3. Monthly payment shall be the greater of 1/12th of the respective year’s MAG or 10% of reported Gross Revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as Operator has paid to the Board an amount equal to the respective annual MAG identified in Article 4.1.1.2 above. On or before the 20th of each month, Operator shall provide the Board with (i) a signed and certified Report of Gross Revenues for the preceding month (ii) payment of any Percentage Fee shown to be due

for the preceding month, as designated on Exhibit #6, attached hereto and made a part hereof.

4.1.1.4. Once the sum of Concession Fee payments remitted has reached the MAG in any given Operations Year, the Operator may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. The Operator shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

4.1.1.5. Operator acknowledges that Concession Fee payments by Operator to the Board under this Agreement are for Operator's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Board upon Operator's customers. The Board does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Operator charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the definition of Gross Revenues for purposes of remittance to the Board; (d) Operator shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

4.1.1.6. Other than the Concession Recovery Fee and Customer Facility Charge, Operator shall not pass-through or list any fees payable to Board as a separate item on the Customer Rental Agreement.

4.1.2. Payment of Rent. Operator shall pay to the Board, in advance, on the 1st day of each month the following Rent:

4.1.2.1. For the period commencing May 1, 2024 through June 30, 2024, Operator shall pay the sum of Fifty-Four Dollars and Ninety-Two Cents (\$54.92) per square foot per annum for nine hundred and ninety (990) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing July 1, 2024, July 1, 2025 and July 1, 2026, the per square foot per annum rent shall be the same per square foot per annum counter/office/queuing rate paid by the Airlines serving the Airport.

4.1.2.2. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Forty Nine Cents (\$0.49) per square

foot, per month for twenty seven thousand five hundred (27,500) square feet in Ready/Return Block #2.

4.1.2.3. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay a Land Use Fee for the QTA Facility to sum of Nine Cents (\$0.09) per square foot per month for the Operator's proportionate share of the land footprint of the QTA Facility, which is seven thousand five hundred and seventy-seven (7,577) square feet.

4.1.2.4. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Forty Cents (\$0.40) per square foot, per month for nineteen thousand eighty (19,080) square feet in Queuing Lanes #2 (9,910), QTA West Parking Block C (7,000) and QTA Transport Storage Block I (2,170).

4.1.3. Rent for Premises - Storage Spaces located on the Airport based on use. Operator shall pay to the Board, no later than the 20th day following the end of the month the following Storage Space rent:

4.1.3.1. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Seven Dollars (\$7.00) for each vehicle each day the vehicle is parked overnight in a Storage Space. A sample reporting form is attached hereto as Exhibit #6.

4.1.4. QTA Fee for QTA Facility Operation & Maintenance Costs. Operator shall pay a monthly QTA Fee for QTA Facility operation & maintenance costs in the amount of Operator's Proportionate Share (as defined below) of 1/12 of the annual O&M Budget for the QTA Facility as presented by the Board. The Funds shall be deposited into an account administrated by the Board or its designee for payment of actual O&M expenses to be paid by the Board for operation of the QTA Facility. The first year's QTA O&M budget is here by incorporated and attached as Exhibit #7. If at any time during the term of this Agreement the balance in such O&M account falls short of the funds required to operate and maintain the QTA Facility, the Board may invoice Operator for its proportional share of the funds reasonably required to operate and maintain the QTA Facility, Operator shall remit funds to Board within thirty (30) days of invoice.

4.1.4.1. At the end of each Operations Year, the Board shall provide a statement of expenses to each operator reconciling total QTA O&M costs incurred, allocation of such costs to each operator based on operator's actual transactions information for the period covered, and calculation of any over or under payments made by each operator. In the event the amount of payments made by Operator exceeds the total of payments due based on the reconciliation, the excess payment shall be credited against payments for the next Operations Year, except that any

excess payment during the final Operations Year of this Agreement will be returned to Operator within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Operator is below the total of payments due based on the reconciliation, Operator shall remit such underpayment to the Board within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice for the underpayment.

4.1.4.2. Operator's current proportionate allocation (share) is 37.9%, ("the "Proportionate Share") based initially on the Board's estimate of Operator's total number of rental car Transactions at the Airport to the total number of Transactions by all on-Airport rental car companies. Operator's Proportionate Share will be adjusted each Operations Year by the Board based on its Transactions share. Operator agrees to provide the Board rental car transaction information monthly as part of its monthly report to the Board.

4.1.4.3. Monthly QTA Facility O&M expenses will include all cost incurred by the Board to operate and maintain the QTA Facility in good, clean and sanitary condition as it determines in its sole discretion.

4.1.4.4. Operator is specifically responsible for all operation & Maintenance expenses related to use of their QTA Facility Bay, including but not limited to separately metered utilities.

4.1.5. Fuel Use Reimbursement. Operator shall pay to Board monthly upon receipt of invoice from Board, reimbursement for fuel gallons purchased at the fuel dispensing unit at the QTA Facility during the previous month. The Fuel Use Reimbursement invoice will include the Board's cost of fuel plus fifteen percent (15%) for use of the new fueling facility.

4.1.6. Collection of CFCs. The Operator shall (i) collect Customer Facility Charges ("CFCs") on behalf of the Board, (ii) hold in trust for the Board's benefit, and (iii) remit to the Board the full amount of the Transaction Day fee collected from each rental Car customer for use by the Board for authorized purposes. The Board reserves the right to adjust the CFC during the term of the Agreement. The Operator may identify the CFC as a separate charge on its estimates, invoices and receipts for rental car customers.

4.1.7. Remittance of Payments. Any and all payments due to the Board by Operator shall be remitted to the following address:

Jackson Hole Airport Board
Attn: Accounts Receivable
P.O. Box 159
1250 East Airport Road

Jackson, Wyoming 83001

4.1.8. Year End Adjustments to Concession Fees, Rents and Fees. Within ninety (90) days following the end of each Operations Year, Operator shall be required to submit to the Board a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the amount of Gross Revenues for the previous Operations Year "Certified Statement". In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Operator within thirty (30) days after the Board's acceptance of the final Certified Statement described in this Article. Operator shall submit separate system generated reports for each brand name operated.

Within ninety (90) days after each Operations Year, Operator shall prepare and submit to the Board a certified statement of Operator's actual total number of Transactions, Transactions Days and number of automobile days Operator stored vehicles overnight in Storage Spaces at the Airport for the most recent Operations Year.

4.2. Operator's Right of Abatement. In any Operations Year where the total deplanements at the Airport decline by fifteen percent (15%) or more as compared to the prior Operations Year, Operator's MAG for such Operations Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Board reasonably determines during any Operations Year that a MAG reduction is likely, the Board may waive Operator's obligations to remit the monthly 1/12th MAG instalment payments for any period of time the Board deems appropriate in its sole discretion, but Operator shall continue to remit the Percentage Fee each month regardless.

4.3. Failure to Pay Rent or Fees.

4.3.1. No demand for rent or fees need at any time to be given. In the event Operator fails to pay rents, fees, charges or billings as required under the provisions of this Agreement after the payments become due, as described in Article 4.1, interest at 18% per annum shall be assessed until fully paid. The implementation of this provision shall not preclude the Board from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

4.3.2. All payments hereunder shall be considered delinquent if not received by the twentieth (20th) of the month due. If the twentieth (20th) of the month is a Saturday, Sunday or Federal holiday, that payment shall be delinquent if not received on the following business day.

4.4. Financial Conditions.

4.4.1. Security: During the term of this Agreement, the Board shall require Operator to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the Board, in its sole discretion, in the amount of Five Hundred and Thousand Dollars (\$500,000.00), in order to secure the performance of all of Operator's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security shall be in the form of a performance bond, on a form acceptable to the Board.

4.4.2. Records of the Operator: Operator covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Board for the determination of any CFC, Concession Fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event Operator institutes an audit of its own records, the Board reserves the right to receive a copy of said audit. Operator shall keep and maintain for a period of not less than thirty-six (36) months after the expiration or termination of this Agreement, true and accurate records, accounts, books and data accounting for all business conducted at the Airport. Operator agrees to operate its business at the Airport so that a duplicate rental agreement invoice, computer generated, shall be issued with each Transaction, whether for cash or credit. Operator shall submit separate system generated reports for each brand operated.

4.4.3. Audit: The Board reserves the right, at the Board's expense, to inspect all Operator's financial records for the purpose of verifying Gross Revenues, number of Motor Vehicles stored on the Airport daily and CFCs. The Board shall give Operator fourteen (14) days written notice of said inspection of records. Further, the Board reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all Operator's financial records, including, but not limited to, those maintained in Jackson, Wyoming. If, as a result of said audit, it is determined that Operator has understated the Gross Revenues by three percent (3%) or more per Operations Year, the entire expense of said audit shall be borne by Operator. Any additional percentage fee due shall be paid by Operator to the Board, with interest thereon at eighteen percent (18%) per annum, from the date such additional fees became due which is the day under reporting commenced. All records, accounts, books and data accounting of Operator shall be provided in electronic format.

4.5. Indemnity and Insurance.

4.5.1. Indemnity and Waiver of Damages.

4.5.1.1. Operator shall defend, indemnify and hold the Board harmless from and against any claim loss, expense or damage to any person or property in or upon the Airport by operator or its agents, employees or invitees arising out of Operator's use of the Airport or any act or neglect of operator or operator's servants, employees or agents.

4.5.1.2. The Board reserves all rights to assert any claims and defenses available to it, whether as against Operator or any third party, pursuant to the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.*

4.5.2. Insurance.

4.5.2.1. Operator 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.

4.5.2.2. All insurance required hereunder shall be procured and maintained (i) at Operator's expense, (ii) for the entire term of the Agreement, and (iii) with insurance underwriters qualified to transact business in the State of Wyoming and having an AM Best rating of "A" or better.

4.5.2.3. All policies required hereunder shall identify the Board and its respective members, officers, and employees as an additional insured. Further, such policies shall be primary and any insurance maintained by the Board shall be considered excess.

4.5.2.4. Operator agrees to include the insurance requirements set forth in this Agreement in all subcontracts, if any, hereunder. The Board shall hold Operator responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Board reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Operator if, in the operator's opinion, such variations do not substantially affect operator's interests.

4.5.2.5. After the execution of this Agreement, Operator shall promptly furnish to operator a copy of a policy or policies of insurance. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have been given to the Board.

4.6. Taxes. Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. Operator shall be responsible for payment of any statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents, employees, or Operator's property, occupancy of, or other activities on the Premises. Nothing herein shall prevent Operator from protesting through due process, any taxes levied.

4.7. Additional Obligations of Operator. Operator hereby covenants and agrees:

4.7.1. That the Rental Cars used by Operator at the Airport shall be maintained, at Operator's sole expense, in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside.

4.7.2. Operator shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. Minimum counter operations hours are from one-half hour prior to the first scheduled arrival until one-half hour after the actual arrival time of the last flight. Operator shall promptly remove returned vehicles to prevent any overflow from its allocated parking areas or otherwise interfere with other operators or the Airport. The Airport may at its reasonable discretion require the Operator staff at least one employee on-duty two (2) hours prior to the first departure in the event the Operator is not promptly removing returned vehicles, in the sole determination of the Airport. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Operator may advise the Director of Operator's analysis of the optimum hours of operation, but the final determination shall be made by the Director based on their assessment of adequate service levels for the Airport.

4.7.3. That the personnel performing services at the Airport shall be neat, clean and courteous. Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business at the Airport in any manner whatsoever except through the use of signs as allowed herein.

4.7.4. Operator's personnel shall be responsible for the removal of known debris, foreign materials or other hazards in or on the Premises of the Operator.

4.7.5. Personnel are prohibited from parking personal vehicles in the Ready/Return Block, QTA Facility, QTA Parking Block, public parking areas or anywhere on Airport other than designated employee parking areas.

4.7.6. Operator agrees parking of vehicles and equipment by the Operator, its agents, servants, employees or licensees shall be restricted to those areas leased

by Operator. Operator shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein. Parking of employee vehicles is prohibited at Premises. Operator's employees shall be required to park in Director designated employee lot.

4.7.7. Operator shall educate and orient each of its employees which will drive Operator's vehicles on the Airport, with respect to speed limits, parking restrictions, lane use, and vehicular safety and courtesy on the Airport; it shall ensure that employee drivers of its vehicles on the Airport comply with Airport rules and posted signs relating to vehicle operation, and operate such vehicles in a safe, courteous and non-reckless manner; it shall periodically monitor its employees' compliance with the requirements of this paragraph; it shall ensure payment of any and all citations issued to its employees relating to vehicular operation on the Airport; and, that, after notice and opportunity for hearing before the Director, and notwithstanding the existence or lack of any criminal or traffic citation by a law enforcement officer, it shall pay contract damages to the Board in accordance with Section 4.8 for each breach by its employees of this paragraph with respect to Airport speed limits and/or traffic rules while operating one of Operator's vehicles. Such violations may be established by radar, still and/or motion photography, the eyewitness testimony on Board employees, or by any other reasonable means. Operator may appeal any such decision of the Director to the Board by filing a written appeal within seven days of such decision, and the decision of the Director shall be stayed until the appeal is decided by the Board, which Board decision shall be final and non-appealable.

4.7.8. Operator agrees to participate in the Airport's recycling program by making a good faith effort to recycle, but at a minimum shall cause waste of corrugated cardboard, carboard and paper, glass, plastic and newspapers generated by and in conjunction with its operations to be deposited so as to reasonably assure its recycling.

4.7.9. In accordance with Airport Grant Assurances, Operator shall take appropriate action to protect instrument and visual operations at the Airport. Operator shall adequately clear and protect Airport operations by removing, lowering, relocating, and marking all lighting hazards on its Premises including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by the Board.

4.7.10. That it shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning management, operation or use of the Airport. The Operator shall obtain and keep in force all permits required by law for operation of the Rental Car business.

4.7.11. That it shall meet all expenses in connection with its operation at the Airport, and the rights and privileges herein granted, including, without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon Operator, and that it will secure all such permits and licenses.

4.7.12. That it shall not engage in any business or other activity that will divert business and/or customers from the Airport to an off-site office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-Airport premises. If the Board believes, in its sole opinion, that Operator is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Operator's records, regardless of whether such records pertain to activities at the Airport or off-Airport premises. Failure to permit such inspection or rectify any violations provided herein shall be subject to the Board's right as specified in Article 7.1 – BOARD'S RIGHT OF CANCELLATION. In addition, the Board shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from the Airport.

4.7.13. That it shall comply with the rules and practices as set forth in the current Jackson Hole Airport Security Plan, as may be amended from time to time in the discretion of the Board. Any fines assessed against the Airport by the Transportation Security Administration (TSA) as a result of Operator's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Operator, its employees or agents will be paid promptly upon demand to the Board by Operator.

4.7.14. That it shall coordinate with other on-Airport rental car operators the use of its designated fueling and automated car wash facility by such other operators in the event any other fueling, or car wash equipment owned by the Airport at the QTA Facility is not operational. In the event the Board determines Operator has failed to coordinate with other on-Airport operators for use of the fueling and car wash equipment at the QTA Facility, the Board will dictate the use of the equipment.

4.7.15. The Board shall be the sole and final judge of the quality and the adequacy of the services furnished by Operator as specified herein. In the event the Board determines that Operator has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Board may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per Article 7.1 – BOARD'S RIGHT OF CANCELLATION, contained herein. However, the Board may, in its sole discretion, extend the time for compliance if, in its opinion, Operator is making progress in complying with the requirements of this Agreement.

4.8 Operations Violations and Liquidated Damages.

4.8.1 Operator recognizes that Operator's failure to adhere to the operating requirements set forth in Section 4.7 of this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, cause the Board to incur additional costs, and reduce the amount of revenues to Board. This includes Operator's failure to timely submit required reports and records. The parties hereby agree that total damages sustained by to Board for violations of Section 4.7 of this Agreement would be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the Liquidated Damage amounts, set forth below for violation of Section 4.7 of the Agreement are reasonable estimates of the losses anticipated to be suffered or incurred by Board. Operator, therefore, hereby agrees that imposition of the Liquidated Damages set forth below is fair and reasonable and Operator agrees to pay, immediately upon demand by Board, the following amounts as Liquidated Damages upon the occurrence of breaches to Section 4.7 in any Operations Year:

- \$100 per occurrence - first occurrence
- \$200 per occurrence – second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence – fourth or more occurrences

4.8.2 Liquidated Damage amounts shall not be assessed unless the violation continues for more than three (3) calendar days after the Board has given Operator written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Board has given Operator notice of the same violation more than twice during any Operations Year, no written notice shall be required prior to assessment of Liquidated Damages.

4.8.2.1 As an exception to the foregoing, violations of Section 4.7.2 may result in the immediate assessment of Liquidated Damages, without written notice by the Board or opportunity to cure.

4.8.3 The Board's failure to impose Liquidated Damages for any violation of the requirements set forth above shall not waive any right or prohibit the Board from doing so for subsequent violations.

5. RESERVED RIGHTS OF BOARD

5.1.1. Upon providing notice, if possible, the Board reserves the right to inspect the Premises and improvements throughout the term of this Agreement. Unless an emergency or unlawful condition exists which makes reasonable notice impractical, Operator, or Operator's authorized agent shall accompany the Board or its authorized representative(s) in order to inspect the Premises and any improvements thereon. The Board's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the

Premises or improvements in order to perform its duties under the rights granted by this Agreement.

5.1.2. The Board reserves the right to direct, in its sole discretion, all activities of Operator at the Airport in the event of an emergency.

5.1.3. The Board reserves the right to direct, at its discretion, Operator's operations in the event that Operator's operations are unreasonably interfering with the use by others of the Airport and/or Premises; e.g. to restrict the use of "public" areas of the Terminal, and public-access curbs, sidewalks and roadways in favor of the traveling public.

5.1.4. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Premises and existing vehicle and pedestrian traffic patterns, as the Board deems appropriate without interference or hindrance by Operator, and the Board shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such Board activities; provided, however, that the Board shall consult in advance with Operator on such changes and if Operator shall be unable to conduct reasonably normal seasonal business operations on the Premises by reason of any such Board activities, then the fees hereunder may be equitably adjusted during the period of such interruption.

5.1.5. The Board reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of the Airport and Operator agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

5.1.6. The Board reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein and also to promulgate Minimum Standards for the conduct of commercial activities related hereto including, without limitation, minimum hours of operation if the Board determines that the needs of the traveling public are not being met.

5.1.7. The Board reserves the right, to permit off-airport Rental Car companies to operate or conduct business at the Airport.

5.1.8. The Board reserves the right to take any action considered necessary to protect the aerial approaches of the Airport against obstruction or hazard, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Board or the Federal Aviation Administration would limit the usefulness of the Airport or constitute a hazard to air navigation.

5.1.9. There is hereby reserved to the Board, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage

of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise, vibration, smoke, fumes, glare, dust, fuel, particles and all other impacts as may be inherent in the operation of aircraft, now known or hereinafter developed and used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on or about the Airport.

6. OTHER PROVISIONS

6.1. Hazardous Substances.

6.1.1. Operator in conducting any activity within the Premises or in any other areas of the Airport, shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect relating to the regulation and protection of human health, safety, the environment and natural resources. Environmental Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 (2003), et. seq.), as amended; Resources Conservation and Recovery Act (42 U.S.C. Section 6901 (2003), et. seq., as amended; the Federal Water Pollution Control Act (33 U.S.C. Section 1251 (2003), et. seq., as amended; the Hazardous Materials Transportation Act of 1990 (49 U.S.C. Section 1801 (2003), et. seq., as amended; the Toxic Substance Control Act of 1976 (15 U.S.C. Section 2601 (2003), et. seq.), as amended; and the Clean Air Act of 1970 (42 U.S.C. Section 7401 (2003), et. seq.), as amended.

6.1.2. Operator shall act with due care and consistent with industry practices in connection with materials and substances used by Operator at the Airport, even if such materials and substances are not regulated by law, so as not to pose a hazard to the health or safety of Airport users or other tenants. Operator further agrees to execute and deliver to the Board any documents reasonably required by the Board in connection with any environmental matter, including disposal.

6.1.3. Without limiting the generality of the foregoing, Operator shall not cause any Toxic or Hazardous Substance to be improperly used, stored, discharged, released, or disposed of on the Premises or the Airport. "Toxic or Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified as (i) a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 Section 101, 42 U.S.C. Section 9601(14) (2003), as amended, and pursuant to the Federal Water Pollution Control Act Amendments of 1972 Section 311(b)(2)(A), 33 U.S.C. Section 1321(b)(2)(A) (2003), as amended; (ii) a "hazardous waste" pursuant to the Resources Conservation and Recovery Act Sections 1004 and 3001, 42 U.S.C. Sections 6903(5) and 6921 (2003), as amended; (iii) a "toxic pollutant" pursuant to the Federal Water Pollution Control Act Section 307(a)(1), 33 U.S.C. Section 1317(a)(1) (2003), as amended; (iv) a "hazardous air pollutant" pursuant to the Clean Air Act of 1970 Section 112(a)(6), 42 U.S.C.

Section 7412 (2003), as amended; (v) toxic or hazardous pursuant to regulations promulgated now or hereafter under the Environmental Laws; and (vi) asbestos, polychlorinated biphenyls, petroleum and petroleum derivatives, urea formaldehyde, or any perfluoroalkyl or polyfluoroalkyl substance.

6.1.4. Operator shall promptly notify the Board and any and all adjacent property tenants, in writing, if Operator has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Operator shall immediately take such action as is necessary to report to governmental agencies as required by Environmental Laws and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Operator's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements subject to Article 6.1.3 of this Agreement.

6.1.5. Operator agrees to indemnify, defend and hold harmless the Board from any and all claims, damages, from or in connection with the presence of Hazardous Substances in, on or coming from the Premises, unless the Hazardous Substances are present as a result of the sole negligence or willful misconduct of the Board its agents and employees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. With respect to cleanup of any contamination from any Hazardous Substances on the Premises, the Board and Operator agree to work together to approve cleanup criteria and investigation, monitoring and remediation activities for the Premises that comply with, but are no more stringent than the most stringent of all applicable municipal, state, and federal laws, and rules and regulations.

6.1.6. Operator shall at all times maintain an employee or consultant familiar with applicable laws and charged with responsibility for Operator's compliance with all applicable laws relating to Hazardous Substances.

Section 6.2 Intentionally Omitted.

6.3 Damage or Destruction.

6.3.1. Premises.

6.3.1.1. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Board. The Premises shall be repaired or restored at the Board's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is caused by any negligence of

Operator, its officials, agents or employees, it shall be the responsibility of Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should a portion of the Premises be untenable, not due to any negligence of Operator, rent for the affected portions of the Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs.

6.3.1.2. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, the Board shall be under no obligation to repair or reconstruct such Premises. The rent of the affected portions of Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space sufficient to allow Operator to operate. The Board shall notify Operator within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Premises. If the Board elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by any negligence of Operator, its officials, employees, or agents, in which case it shall be the responsibility of Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should the Board elect not to repair or reconstruct, this Agreement as to the destroyed or damaged Premises shall terminate on the date of notification by the Board as specified in this Article. In such event, the Board agrees to use its best efforts to obtain adequate substitute space for Operator.

6.3.2. Other Airport Property. In the event of damage or destruction of Airport property caused by the Operator, its agents, employees, or equipment, Operator agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Operator further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

6.4. Government Reservations and Restrictions. The Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

6.4.1. During time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

6.4.2. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Board and the Federal Aviation Administration or any successor federal agency.

6.4.3. This Agreement is expressly subject to the terms and conditions of the AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD dated April 27, 1983 (the "Interior Agreement"), as amended, and all applicable federal, state and local laws, rules and regulations. To the extent anything herein conflicts with the Interior Agreement or the applicable laws, rules and regulations, the provisions of the Interior Agreement, or the applicable laws, rules and regulations shall control. The Board shall be free, in the future, to renegotiate the Interior Agreement on such lawful terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Operator or any other person, and Operator shall be bound by the terms of such renegotiated agreement.

6.4.4. This Agreement shall be subordinate to the provisions of any other existing or future agreement between the United States Government and the Board relative to the use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of the Airport now or in the future.

6.5. Agreement Subordinate to Bond Issuance. This Agreement and all rights of Operator hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment by the Board to secure any bonds authorized by law to be issued for the development or improvement of the Airport including the QTA Facility, and the Board and Operator agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Board hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Operator and the Board with the terms and provisions of the bond covenants. Operator agrees to take all action reasonable and necessary to execute any amendment in writing to this Agreement to ensure that the Board remains in compliance with the terms and provisions of the bond covenants for any existing or proposed tax exempt (or non-tax exempt) financing for or on behalf of the Board.

6.6. Utilities, Construction and Maintenance – Terminal, Ready Return Blocks, QTA Parking Blocks, and QTA Facility.

6.6.1. Board's obligations: The Board shall provide Operator with the following:

6.6.1.1. Utilities to the leased counter/office/queuing position, except as hereunder stated; and

6.6.1.2. Security lights, signposts, and maintenance of same to the leased Ready/Return Block and QTA Parking Blocks.

6.6.1.3. Security lights, signposts, and maintenance of the same to the leased QTA Facility.

6.6.2. Operator's obligations: Operator shall maintain and keep the Premises in good repair and clean condition in accordance with applicable laws, rules and regulations. Operator shall be responsible for providing the following:

6.6.2.1. All items not provided by the Board in 6.7.1 of this Article.

6.6.2.2. Maintenance of office space, janitorial and garbage service for the counter/office/queuing space; Operator shall ensure that trash generated by its operations is immediately placed in covered containers, that no fugitive trash is generated, that the premises are policed for trash on a daily basis, and that trash and other wastes are disposed of lawfully and promptly.

6.6.2.3. Maintenance of all ready/return spaces in their Ready/Return Block and QTA Parking Block.

6.6.2.4. Maintenance, supplies, janitorial and garbage service for operations in their QTA Facility Bay. Operator shall ensure that all oil, trash, debris and garbage generated by its operations or found in or around the QTA Facility are collected and disposed of lawfully and promptly. Operator shall at all times keep and maintain its QTA Facility Bay clean, neat and in an orderly condition.

6.6.2.5. If Operator damages any portion of the Premises, it shall immediately notify the Board, which as soon as reasonably practical under the circumstances, shall repair or cause repairs to be made, including with respect to the structure, electrical, plumbing, structural and door repair and window replacement, and Operator shall pay or reimburse the Board the reasonable cost of such repairs and/or replacement within fifteen (15) days of being provided an invoice therefor.

6.6.2.6. Operator agrees to cooperate with the Board with the provision and installation of any new communication services such as paging, courtesy phones, flight and baggage information systems, etc., necessary to properly operate the Airport. Operator is responsible for all communication and computer services required to operate its Rental Car business.

6.6.2.7. Neither party shall be liable to each other, or any other person, for any interruption or failure in the supply of any utility service to the Premises. In the event of interruption of utility services to the Premises, the Operator and the Board shall take immediate action to restore such utility

services as rapidly as possible to avoid unnecessary interruption of the Operator's business operations.

6.7. Snow Removal. The Board shall provide snow removal services within the Ready/Return Block, entrance and exit of the QTA Facility Bays, and parking areas, provided however, that Operator agrees to cooperate and coordinate with the Board in removing Motor Vehicles prior to snow removal service of these areas.

6.8. Advertising and Signage.

6.8.1. Operator shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising. Prior to installation of such signage, Operator shall submit plans and obtain written approval of Director or his/her designee. The right to install identification signs or other advertising devices for information to its customers shall be at a location, in the number and type, size and design approved in writing by the Director. In the event the signs are removed and not replaced, Operator shall repair the area to its normal appearance. To the extent that Operator uses any electronic medium for identification and/or advertising which includes any reference to Operator's relationship with the Board, the Board shall have the right to review and approve the same.

6.8.2. All signs shall be repaired or replaced by Operator as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained by Operator with any burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Operator prior to leaving.

6.8.3. Operator shall not install any exterior lighting, shades or awnings or any exterior decorations or paintings, or build any fences or make any change to the exterior portions of the Premises without Board's consent.

6.9. Operator's Personal Property/Trademarks.

6.9.1. All personal property, equipment, furnishings, decorations and trade fixtures placed upon the Premises by Operator shall be at Operator's sole risk, and the Board shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any person or from any causes whatsoever.

6.9.2. Operator represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks, logos or slogans to be used by it in its operation under or in any way connected with this Agreement. Operator agrees to save and hold the Board, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark or

copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Operator under or in any way connected with this Agreement.

6.10. Assignment and Subletting.

6.10.1 Operator shall not assign, sublet or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Board.

6.10.2 Subject to all other provisions of this Agreement, including Article 6.11.1 above, and subject to prior approval by the Board, it is expressly agreed and understood that any and all obligations of Operator hereunder may be fulfilled or discharged either by Operator or by a member of Operator's system, duly appointed thereto by Operator and that any and all privileges of every kind granted Operator hereunder may extend to and be enjoyed by such Operator so appointed; provided, however, that notwithstanding the method of operation employed by Operator hereunder, Operator shall continue always to remain directly liable to the Board for the performance of all terms and conditions of this Agreement.

6.11. Liens or Encumbrances, Lawsuits.

6.11.1 Operator agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered and professional services provided to the Premises for improvements done at Operator's request, during the leasehold term for improvement to the Premises. Operator shall keep the Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Operator's request. Operator agrees to and shall indemnify, and hold the Board free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Operator for use on the Premises. Board may require lien releases as a condition of approval.

6.11.2 Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with Operator's operation at the Airport. The Board and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. Operator is an independent contractor in every respect, and not the agent of the Board.

6.12. Nondiscrimination.

6.12.1 Operator shall comply with the following FAA required provisions as interpreted from time to time by the United States Department of Transportation ("USDOT") or the FAA. The terms "Contractor", "Offeror", "Applicant" and

“Successful Bidder” as used in this Section 6.12 shall refer to the Operator. In the event of conflict between the terms and conditions of Section 6.12 and any other provision of this Agreement, the term and conditions of this Section 6.12 shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

6.12.2 In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.

6.12.3 During the performance of this Agreement, the Operator, for itself, its assignees and successors in interest agrees as follows: Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

6.12.3.1 **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

6.12.3.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

6.12.3.3 **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the

Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

6.12.3.4 **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6.12.3.5 **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

6.12.3.5.1 Withholding payments to the Contractor under the contract until the Contractor complies; and/or

6.12.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

6.12.3.6 **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.12.4 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

6.12.4.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 6.12.4.2 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 6.12.4.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 6.12.4.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 6.12.4.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 6.12.4.6 Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 6.12.4.7 The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 6.12.4.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 6.12.4.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 6.12.4.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 6.12.4.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

6.12.4.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6.12.5 Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

6.12.6 With respect to leases, in the event of breach of any of the above Non-discrimination covenants, the Board will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

6.12.7 With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Board will there upon revert to and vest in and become the absolute property of the Board and its assigns.

6.13. Airport Concession Disadvantaged Business Enterprise Participation (ACDBE).

6.13.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R Part 23. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R Part 23. Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

6.13.2 The Board has established a goal of 2.53% ACDBE participation for the concession activities covered by this Agreement. Operator shall make good faith efforts to ensure participation of certified ACDBEs in at least 2.53% of its purchases of goods and services for this Agreement. ACDBE participation towards this goal shall be counted in the manner set forth in 49 C.F.R. Section 23.55.

- 6.13.3 Operator agrees that by January 1 of each year, during the term of the Agreement, Operator will provide a report to the Board, in the form acceptable to the Board, (see attached ACDBE Attainment Report – Exhibit #5) describing the dollar amount of its purchases or leases of goods and services during the previous federal fiscal year (October – September) from any vendor that is certified as an ACDBE pursuant to the ACDBE Rules, together with documentation, in form acceptable to the Board, of its good faith efforts during such year to obtain other ACDBE providers of goods and services. Operator shall also provide such additional information to the Board, including any ACDBE participation in direct ownership of the Operator’s business, as the Board may reasonably request in order to permit the Board to comply with the requirement of the ACDBE Rules, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rentals.
- 6.13.4 Operator may only terminate an ACDBE subcontractor for good cause, as defined by 49 C.F.R Section 26.53. Operator may not terminate an ACDBE subcontractor without the prior written consent of Developer. Before requesting to terminate and/or substitute an ACDBE subcontractor, Operator must give notice in writing to the ACDBE subcontractor, with a copy to Developer, of its intent to request to terminate and/or substitute, and the reason for the request. Operator must give the ACDBE subcontractor five (5) days to respond to Operator’s notice and advise Developer and Operator of the reasons, if any, why it objects to the proposed termination of its subcontract and why Developer should not approve Operator’s action.
- 6.13.5 When an ACDBE subcontractor is terminated or fails to complete its work on the contract for any reason, Operator is required to make good faith efforts to find another ACDBE subcontractor to substitute for the original ACDBE. Operator will be required to obtain written approval from Developer for the replacement of the ACDBE or the substitute ACDBE and to provide copies of all new or amended subcontracts or documentation of good faith efforts. The good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under the contract as the ACDBE that was terminated, to the extent needed to meet the program goal under the Agreement. The good faith efforts shall be documented by Operator. If Developer requests documentation under this provision, Operator shall submit the documentation within seven (7) days. Developer shall provide a written determination to Operator stating whether or not good faith efforts have been demonstrated. The Parties agree and acknowledge that, to the extent this Agreement constitutes a long-term, exclusive agreement pursuant to 49 C.F.R. Section 23.75, Operator shall comply with requirements of Section 23.75 and the applicable policies of the Federal Aviation Administration in replacing any ACDBE subtenant, subcontractor, joint venture partner or vendor.
- 6.13.6 Failure by Operator to carry out the requirements of this part will constitute a material breach of the Agreement and may result in the termination of the Agreement or such other remedy as the Board deems appropriate.

7. TERMINATION, SURRENDER & DAMAGES

7.1. **Board's Right of Cancellation.** In addition to any conditions as specified herein and all other remedies available to the Board, this Agreement shall be subject to cancellation by the Board should any one or more of the following occur:

7.1.1. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets is appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

7.1.2. If the Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of its Rental Car operation on the Airport, except when such abandonment be caused by runway closure, or by fire, earthquake, war, strike or other calamity beyond Operator's control.

7.1.3. If the Operator shall fail to perform, keep and observe any of the other applicable obligations, covenants and/or conditions contained in this Agreement, where such failure shall continue for a period of five (5) business days after written notice thereof from the Board to Operator; provided, however, that if the nature of the Operator's default as determined by Board is such that more than five (5) business days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator commences such cure as soon as possible within said five (5) business day period and thereafter diligently prosecutes such cure to completion, and in any case completes said cure within twenty (20) business days after the aforesaid written notice.

7.1.4. The discovery by the Board that any financial or background information or statement provided to the Board by the Operator, or any agent, representative, successor, grantee, or assign of the Operator, was materially false.

7.2. **Operator's Right of Cancellation.** In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

7.2.1. The permanent abandonment of the Airport.

7.2.2. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for scheduled air transportation.

7.2.3. The breach by the Board of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Board and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

7.2.4. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

7.3. Surrender of Premises.

7.3.1. Upon the expiration and/or termination of this Agreement, Operator shall immediately surrender the Premises to the Board in good condition and repair, ordinary wear and usage excepted; and Operator shall remove all of Operator's personal property, trade fixtures, equipment or improvements removable by prior agreement with the Board from the Premises and shall repair any damage to the Premises caused by such removal. Any personal property of Operator, or anyone claiming under Operator, which shall remain upon the Premises at the expiration or termination of this Agreement shall be deemed to have been abandoned and may be retained by the Board as Airport property or disposed of by the Board in such manner as the Board sees fit without compensation to any party.

7.3.2. By delivery to Operator of written notice not later than thirty (30) days prior to the end of the term of this Agreement, the Board may require Operator to remove any QTA Facility alterations, additions, or improvements that Operator has made to Premises by the expiration or termination of this Agreement. The Board may require the removal at any time of all or any part of alterations, additions, or improvements which have been made to the Premises by Operator without the Board's prior consent.

7.4. Attorney Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Board and/or eviction of Operator during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

7.5. Performance by Board. If Operator should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Board may, at its sole option and after giving written notice to Operator, perform such act on behalf of Operator. Upon notification to Operator of the cost thereof by the Board, Operator shall promptly pay the Board the amount due.

7.6. Board Remedies.

7.6.1. If Operator should, after notice, fail to remedy any default (i) in the payment of any sum due under this Agreement for ten (10) days after being provided with notice, or (ii) in the keeping of any other term, covenant or condition herein with all dispatch, not exceeding thirty (30) days after being provided with notice, then at its option, in addition to and not exclusive of any other remedy the Board may have at law or in equity, without any further demand or notice, enter the Premises and evict all persons therefrom, using all necessary force to do so, and either (i) declare this Agreement at an end, in which event Operator shall immediately pay the Board a sum of money equal to the amount, if any, by which the then cash value of the Concession Fee and Rent for Premises reserved hereunder for the balance of the term of this Agreement exceeds the then cash rental value of the Concession Fee and Rent for Premises for the balance of said term, or (ii) without terminating this Agreement, may re-let the Premises, or any part thereof, as the agent and for the account of Operator, upon such terms and conditions as the Board may deem advisable. In the event the Board re-lets the Premises, Operator shall be obligated to pay, in addition to the deficiencies in the Concession Fee and Rent for Premises and the re-letting rent amount, all necessary renovation and alteration costs and expenses, attorney's fees, and real estate commissions. Said necessary renovations and alterations, attorneys' fees, and real estate commissions paid shall be deemed additional rent due and owing by the Operator. The Board shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Board. Thereafter, if the rents collected upon re-letting are insufficient to pay the original Concession Fee and Rent for Premises and the additional rent due and owing as described above, the Board may bring an action for any deficiencies due and owing to the Board as a result of the Operator's default under the terms and conditions of this Agreement.

7.6.2 If the Board shall have the right to re-enter and take possession of the Premises hereunder, it may enter and eject Operator and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any other remedies of the Board; and without liability for any interruption of the conduct of the affairs of Operator or those claiming through or under it. The Board's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

8. MISCELLANEOUS PROVISIONS

8.1. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.2. Approval or Direction by Board. Wherever consent, approval or direction by the Board is required under this Agreement, such consent, approval or direction by the Board shall be effective if given by the Director or his designee in the manner set forth in this Agreement.

8.3. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements whether written or oral. This Agreement may not be altered, modified or changed in any manner except by a writing signed by both parties.

8.4. Relationship of the Board and Operator. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Operator and the Board shall be deemed to create any relationship other than that of Operator and the Board.

8.5. Quiet Enjoyment. Upon substantial compliance by Operator with the provisions contained in this Agreement, Operator shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by the Board or any other person or persons. The Board warrants that it has good and marketable title to the Airport and the Premises and that there are no liens, charges, encumbrances, or rights of third parties that have a prior right to the interest of Operator under this Agreement.

8.6. Non-Waiver of Breach. The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Board to any act by Operator requiring Board's consent shall not be deemed to waive consent to any subsequent similar act by Operator.

8.7. Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Board's option, defend the Board at Operator's expense by counsel satisfactory to the Board.

8.8. Applicable Law, Venue, Waiver of Trial by Jury. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Wyoming. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for Wyoming or the Teton County District Court for the State of Wyoming, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

8.9. Notices. All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail return receipt requested, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

BOARD: Executive Director
Jackson Hole Airport Board
PO Box 159
1250 East Airport Road
Jackson, Wyoming 83001

OPERATOR: Robert Muhs
Avis Budget Car Rental, LLC.
379 Interpace Parkway
Parsippany, NJ 07054

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier, or three (3) days after such notice is deposited in in the U.S. Mail, postage prepaid.

8.10. Time of Essence. It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

8.10. Paragraph Headings. Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.11. Authority of Operator's Representative. As an inducement to the Board to execute this Agreement, the undersigned representative of Operator represents that he/she is expressly authorized to execute this Agreement and to bind Operator to the terms and conditions hereof and acknowledges that the Board is relying upon this representation, authorization and execution.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

JACKSON HOLE AIRPORT BOARD

Attest:

Bob McLaurin, Secretary

By: _____
Valerie Brown, President

AVIS BUDGET CAR RENTAL, LLC.

Attest:

Secretary

By: _____

DRAFT

Jackson Hole Airport (JAC)
Airport Facilities Lease and Rental Car Concession Agreement
Serving the Commercial Terminal and Commercial Airline Passengers

Space Selections – January 25, 2024

Exhibit 1 – Diagram of Terminal Building Positions

Position 1 Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

Position 2 Selected By: Overland West, Inc dba Hertz Brand

Position 3 Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

Exhibit 2 – Diagram of Ready Return Blocks

Rental Car Block #1 Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

Rental Car Block #2 Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

Rental Car Block #3 Selected By: Overland West, Inc dba Hertz Brand

Exhibits 3 & 4 – Diagram of QTA Facility Bays and Parking Blocks

QTA Facility Bay #1 and Queuing Lanes Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Facility Bay #2 and Queuing Lanes Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Facility Bay #3 and Queuing Lanes Selected By: Overland West, Inc dba Hertz Brand

QTA Parking West – Block A Selected by: Overland West, Inc dba Hertz Brand

QTA Parking West – Block B Selected by: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Parking West – Block C Selected by: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Transport Storage – Block I Selected by: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Transport Storage – Block II Selected by: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Transport Storage – Block III Selected by: Overland West, Inc dba Hertz Brand

Selections Acknowledged By:

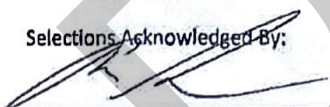
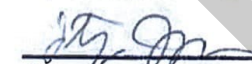
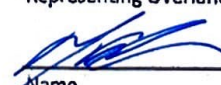
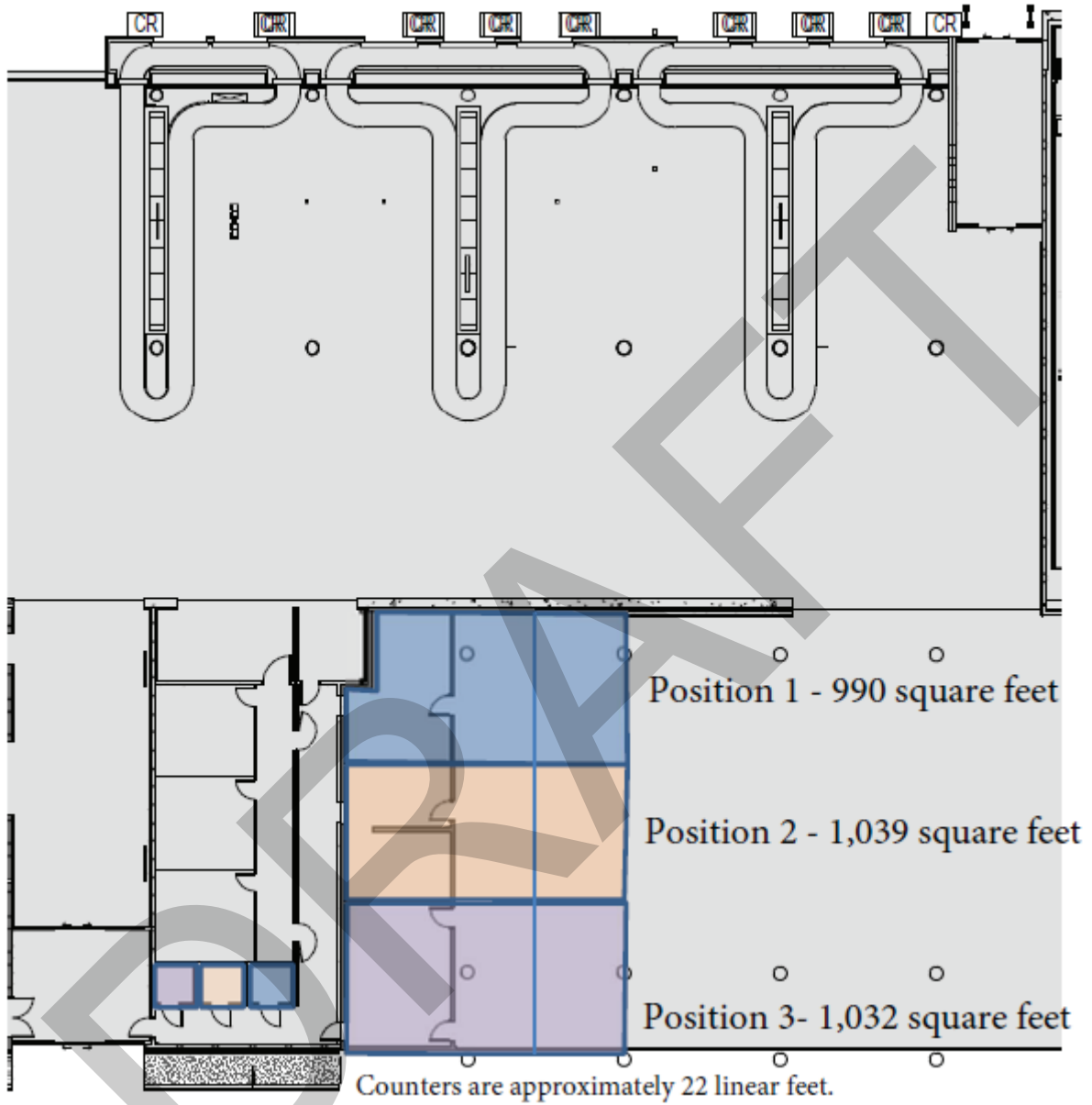
	Properties Director - West	1/25/24
Name	Title	Date
Representing Avis Budget Car Rental, LLC dba Avis and Budget Brands		
	VP/GM Rental Operations	1/26/24
Name	Title	Date
Representing Overland West, Inc dba Hertz Brand		
	VP/GM	1-26-24
Name	Title	Date
Representing Enterprise Holdings of UT, LLC dba Enterprise and National Brands		

EXHIBIT 1 – Diagram of Terminal Building Positions



The positions are 22 feet wide – 19 feet of counter and a three-foot door opening.

Not to scale.

EXHIBIT 2 – Diagram of Ready Return Blocks



EXHIBIT 3 – Diagram of QTA Facility Bays



EXHIBIT 4 – Diagram of QTA Parking Blocks



There will be three rounds of selections for successful proposers to select their QTA Facility Bays, Queuing Lanes and QTA Parking Blocks:

Round 1 - Successful Proposers will select their QTA Facility Bay as depicted on Exhibit #3 which will include the associated queuing lanes depicted as QTA Parking South and QTA Parking North in blue and aqua on Exhibit #4.

Round 2 - Successful Proposers will select their QTA Parking Block depicted as QTA Parking West in yellow on Exhibit #4.

Round 3 - Successful Proposers will select their QTA Transport Storage lane as depicted in red on Exhibit #4.

**JACKSON HOLE AIRPORT
RENTAL CAR ACDBE ATTAINMENT REPORT**

Rental Car Brand: _____

Business name: _____

This company/business, is is not, a certified ACDBE firm
(if a certified ACDBE please provide evidence of this certification and percentage of direct ACDBE
ownership of business) _____ % ACDBE direct ownership of business

Reporting Period: From: _____, 20 _____ To: _____, 20 _____

Reported By: _____

Name _____ phone # _____

Gross Revenues for this period \$ _____ Concession fees paid to the Airport \$ _____

Dollar value of goods & services purchased or leased by this company from _____

Certified ACDBEs: \$ _____

Name of ACDBE firms included in this figure:

Description of Good Faith Efforts to obtain other ACDBE providers of goods and services:

I certify that the above information is true and accurate to the best of my knowledge and accurately
reflects our ACDBE participation and good faith efforts during the period indicated.

Owner/Manager

Date

Exhibit #6

**JACKSON HOLE AIRPORT (JAC)
RENTAL CAR CONCESSION - MONTHLY REPORTING FORM**

Revenue Report for the Month of: _____

Operator Name: _____

Prepared By: _____

Gross Revenues (attach detail): _____

Concession Fee: _____

Less 1/12th MAG*: _____

Additional Concession Fee Due: _____

Number of Transaction Days: _____

CFC per Day = _____

Total Number of Nights Vehicles
Stored in the Storage Spaces: _____

Storage Space Rents = _____

Amount Due at time of report: _____

Total Number of Transactions: _____

Report to be submitted electronically to:
Michelle Anderson at Michelle.Anderson@jhairport.org
And copied to Robin Usher at Robin.Usher@jhairport.org

Payments should be mailed to:
Jackson Hole Airport
P.O. Box 139
Jackson, WY 83001

*1/12th of the Minimum Annual Guarantee (MAG) is due on the first day of each month.

JACKSON HOLE AIRPORT (JAC)
RENTAL CAR CONCESSION - MONTHLY REPORTING FORM
OVERFLOW / STORAGE PARKING

Report for the Month of: _____

Operator Name: _____

Day of the Month:

1	2	3	
4	5	6	
7	8	9	
10	11	12	
13	14	15	
16	17	18	
19	20	21	
22	23	24	
25	26	27	
28	29	30	
31			

Total Number of Nights Vehicles
Stored in the Storage Spaces: _____
(Report on previous page)

Exhibit #7

Jackson Hole Airport Board
 Jackson Hole Airport
 QTA Service Facility
 Operations and Maintenance Annual Budget
 Updated 10.27.2023

This budget includes one year operations and maintenance estimates for the building common areas and building exterior. This budget specifically excludes any operations and maintenance expenses related to the fueling facility. The budget also excludes any expenses associated with operations inside of leased space - no expenses are included for separately metered utilities or exclusive leased space repairs and maintenance. **

EXPENSES:	Total	Notes
Utilities - Natural Gas	N/A	Rental Car Company
Data Services (fiber, phone, etc.)	N/A	Rental Car Company
Janitorial Supplies	N/A	Rental Car Company
Janitorial Labor	N/A	Rental Car Company
Soap and Detergent Supplies	N/A	Rental Car Company
Utilities - Electricity	\$ 30,000	One electric meter, will be billed to companies based on actual usage and bill from LVE.
Utilities - Water	N/A	
Utilities - Sewer	\$ 10,000	Based on Historic Actual
Utilities - Refuse	\$ 10,000	
Utilities - Stormwater Filtration	\$ 1,000	
Utilities - Oil/Water Separator Sumping	\$ 30,000	Based on Historic Actual
Snow Removal Equipment/Supplies	\$ 20,000	Tenant still responsible for daily snow removal in storage area, but notify Operations and we will clean the lot with our heavy equipment. Rental ready area cleaning will need to be coordinated (cars moved) with Operations.
Snow Removal Labor	\$ 25,000	
General expenses including fire alarm monitoring, Airport maintenance personnel	\$ 80,000	
Security Monitoring	\$ 8,000	Based on historic expenses
Management/Administration Labor	\$ 20,000	Based on historic expenses
Insurance	\$ 80,000	Based on historic expenses
Subtotal O&M Expenses	\$ 314,000	
Total Year 1 Projected O&M Budget	<u>\$ 314,000</u>	

*Does not include the O&M Reserve.

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT
SERVING THE COMMERCIAL TERMINAL AND COMMERCIAL AIRLINE
PASSENGERS
BETWEEN THE JACKSON HOLE AIRPORT BOARD
AND
OVERLAND WEST, INC. D.B.A. HERTZ RENT A CAR**

**AIRPORT FACILITIES LEASE
AND RENTAL CAR
CONCESSION AGREEMENT
JACKSON HOLE AIRPORT**

THIS AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT (“Agreement”) is made effective as of May 1, 2024, between the JACKSON HOLE AIRPORT BOARD, a body corporate, organized under the laws of Wyoming, and having its principal office at the Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and Overland West, Inc. d.b.a Hertz Rent A Car, a Corporation organized under the laws of Utah, and having a principal address of 2805 Washington Blvd, P.O. Box 590, Ogden, UT 84401 ("Operator"). The Board and Operator may be referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

The parties recite and declare that:

- A. The Board is the operator and proprietor of the Jackson Hole Airport (the “Airport”).
- B. Automobile rental services serving the commercial service terminal and commercial airline passengers at the Airport are desirable for the proper accommodation of passengers arriving at and departing from the Airport.
- C. The Board desires to make said services available at the Airport and the Operator is qualified, ready, and able to perform or see to the performance of said services.
- D. In consideration of the foregoing and of the mutual covenants and agreements herein, the Board is willing to lease to the Operator a portion of the Airport premises, and grant the Operator certain non-exclusive rights and privileges, and Operator is willing to accept and lease such premises under the terms and conditions set forth herein.

1. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement. Terms capitalized but not defined in this Section 1 shall have the meaning ascribed to such terms in the Agreement.

1.1. “Commercial Terminal” or “Terminal” as used herein is the passenger Terminal Building at the Airport where passengers arrive and depart on commercial airline flights, as it now exists or as may be hereafter altered or expanded.

1.2. “Customer Facility Charges” or “CFCs” as used herein shall mean, those fees authorized pursuant to resolution by the Board and required to be collected by Operator and remitted to the Board.

1.3. “Director” as used herein shall mean, the executive director and manager of the Airport, as may be designated from time to time by the Board.

1.4. “Gross Revenues” as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its customers, after discounts applied at the time of rental, by Operator for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Operator. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Operator by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Operator’s operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Operator’s customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

1.4.1. Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Operator of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

1.4.2. Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions directly related to Operator’s rental car operations at the Airport set forth below:

1.4.2.1. Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Operator’s operations which are separately stated on customers’ rental contracts and collected from customers of Operator;

1.4.2.2. Those fees referred to in this Agreement as Customer Facility Charges or CFCs;

1.4.2.3. Amounts received as insurance proceeds or otherwise specifically for actual loss, conversion, or abandonment of or damages to vehicles or other property of Operator;

1.4.2.4. Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Operator’s operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

1.4.2.5. Reimbursements for amounts actually paid for towing, impound fees, tolls and toll violations, parking tickets, windshield replacement, and other governmental fines and fees from its customers to pass through without markup to an independent third party with no amount being retained by Operator. However, any amounts collected about the pass through amount shall be included as Gross Revenue under this Agreement.

1.5. “Operations Year” shall mean May 1 through April 30 of each year.

1.6. “Ready/Return Block” consists of rental car vehicle parking spaces combined into three exclusive leased blocks in front of the Terminal for vehicle pick up and return by customers of Operator as shown on Exhibit #2.

1.7. “Rental Car” or “Motor Vehicles” shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, station wagons, four-wheel drive vehicles, passenger vans, sports-utility vehicles, and pick-up trucks rated one-ton or less.

1.8. “Storage Spaces” shall mean those rental car vehicle spaces, other than those in the Ready/Return Block and QTA Parking Block, located at one or more locations on the Airport designated by the Director and available for Operator vehicle storage on an interim basis.

1.9. “Transaction” shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.

1.10. “Transaction Day” shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car company rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car company collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

1.11. “QTA Facility” shall mean the quick-turn-around facility building and associated improvements at the Airport.

1.12. “QTA Facility Bay” shall mean that portion of the QTA Facility which is leased on an exclusive use basis to Operators.

1.13. “QTA Parking Blocks” consists of rental car vehicle parking spaces combined into exclusive leased blocks in the vicinity of the QTA Facility for vehicle parking and storage as shown on Exhibit #4.

2. TERM

2.1. The term of this Agreement shall be three (3) years commencing on the date May 1, 2024 and ending April 30, 2027 unless sooner terminated or canceled as hereinafter provided.

2.2. Operator acknowledges that this Agreement contains no renewal clause and is subject to the Board’s stated intent and obligation to expose the Premises and rights

granted hereunder to a public competitive selection process at the expiration or termination of this term.

2.3. Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of the Board, shall constitute a tenancy from month-to-month. The month-to-month tenancy shall be subject to all other terms and conditions of this Agreement with the exception of rents, charges and fees; which shall be determined solely by the Board.

3. RIGHTS AND PREMISES GRANTED

3.1. Concession Rights Granted.

3.1.1. Operator is hereby awarded an Agreement to operate a Rental Car business at the Airport on a non-exclusive basis in common with others having similar agreements for the sole purpose of arranging and providing Rental Car services. The Operator shall not conduct any other business at Airport without the prior written consent of the Board.

3.1.2. Operator shall conduct said Rental Car business in a first-class manner, consistent with the highest quality delivery of goods and services in like settings. Operator shall offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Operator and the Board. Operator shall offer quality vehicles and shall equip, organize, put into service and manage the Premises so as to provide service within an attractive and pleasant atmosphere.

3.1.3. Operator agrees it will not disturb the Airport or any other tenant, person or licensee using the Airport, make or permit any disturbance or any unusual noise, vibration or other condition on or at the Airport.

3.1.4. Operator, its agents, employees, patrons and suppliers and other persons doing business with Operator shall have the right of ingress and egress to and from the Leased Premises over the Airport roadways, subject to regulations governing the use of the Airport.

3.1.5. Operator is a Corporation and is authorized to do business in the State of Wyoming under the brand name of Hertz Rent A Car. Operator shall do business at the Airport only under that brand name or brand names, and as that entity, unless this Agreement is amended in writing and approved by the Board pursuant to the terms of this Agreement.

3.2. Leased Premises.

3.2.1. The Board hereby leases to Operator the following premises, hereinafter referred to in their totality as the "Premises", as designated on **Exhibit #1, Exhibit #2, Exhibit #3** and **Exhibit #4**, attached hereto and made a part hereof. Said Premises are more particularly described as follows:

3.2.2. Terminal Building Counter/Office/Queuing Position: Position number two (#2) of the counter/office/queuing area in the Terminal Building, as designated on **Exhibit #1** attached hereto and made a part hereof.

3.2.3. Ready/Return Block: Ready Return Block number three (#3) as shown on **Exhibit #2**, attached hereto and made a part hereof.

3.2.4. QTA Facility Bay and Queuing Lanes: Bay number three (#3) of the QTA Facility and associated queuing lanes as designated on **Exhibit #3** attached hereto and made a part hereof including the rental car service bay together with all fixtures, paving, fencing, grating, underground wires, cables, drains, and property of every kind and nature which is attached to said QTA Facility Bay.

3.2.5. QTA Transport Storage and QTA Parking Block: QTA Transport Storage Block III and QTA Parking Block A as shown on **Exhibit #4**, attached hereto and made a part hereof.

3.2.5.1. The Board reserves the right to use a portion of the QTA Queuing Lanes and QTA Parking Blocks during peak public parking demands as determined by the Board. If the Board utilizes a portion of Operator's QTA Queuing Lanes or QTA Parking Block, a credit will be given for the amount of time that portion of a lane or block is not available to Operator.

3.2.6. Storage Spaces: The Board hereby leases to Operator jointly with other rental car Operators Storage Spaces designated for the storage of vehicles that Operator intends for rent at the Airport. The Board grants Operator use of such compressed vehicle Storage Spaces, with a seasonally varying number of additional Storage Spaces, if any, being allocated and assigned by the Director among all rental car agencies operating at and from the Airport, based upon and in proportion to Operator's minimum guaranteed bid. Operator shall submit any requests for additional storage parking in writing to the Director at a minimum of seven (7) days in advance.

3.3. Use of Premises. Operator shall use and occupy the Premises solely for the purpose of maintaining a commercial Rental Car location and conducting a non-exclusive commercial Rental Car operation, as defined and authorized herein. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby

prohibited, except as by separate express prior written permission from the Director and under such terms and conditions as the Board, in its sole discretion, shall determine. Permitted uses, if such activities are conducted in a place and in a manner permitted by the Board, shall be limited to the following:

3.3.1. Storage, staging, washing, fueling of Motor Vehicles available for rent including movement of such vehicles necessarily incidental to these activities.

3.3.2. Staffing of the designated counter/office/queuing position in the Terminal for the purpose of providing information and arranging for and completing Transactions.

3.3.3. Identification of Operator's counter/office/queuing position, ready/return stalls and vehicle storage by signs or logos in numbers, size, color, design, content and type as approved in advance in writing by the Director.

3.3.4. Use of the common use areas associated with the QTA Facility, which shall include roadways (and egress and ingress) and the Airport's fuel facility, all of which shall be used in common by Operator and others as approved by the Board and pursuant to rules and policies adopted by the Board.

3.3.5. Parking, storage and rental on and from the Premises of only Motor Vehicles as defined hereinabove. No other vehicles, including trucks above 5,000 lbs. empty vehicle weight, motorhomes, buses, motorcycles, trailers, boats, or non-passenger vehicles shall be permitted on the Airport, without express prior written permission of the Director, at the discretion of the Board, under such fees, terms and conditions as the Board may require.

3.3.6. With respect to the QTA Facility Bay, the washing, cleaning, light maintenance, fluid replacement, vacuuming, storage and related activities for preparing its on-Airport vehicles pursuant to this Agreement, provided that washing of vehicles shall be conducted only in Operator's QTA Facility Bay.

Operator shall not use the Premises for any other purpose and is prohibited from servicing vehicles not for rent at the Airport, or for the sale of rental vehicles, without the prior written consent of the Director. Operator shall use the entire Premises for the conduct of such business in a professional manner continuously during the entire term of this Agreement.

3.4. Acceptance of Premises.

3.4.1 Operator agrees that its Premises have been inspected by Operator, are accepted for its purposes, and will be occupied by Operator on an "as is" basis. The Operator specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of habitability or fitness for use.

3.4.2 Operator expressly waives any and all claims against the Board, its agents and employees of whatever nature, for any and all loss or damage sustained by Operator, except loss or damage caused by the sole negligence of the Board, its agents or employees, including interruption of Operator's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or in the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

3.5 Substitution or Provision of New Facilities.

3.5.1. The Board may build or provide, or cause to be built or provided, new or substitute facilities at the Airport. In the event of the construction and occupancy of new or substitute facilities at the Airport during the term of this Agreement, the following shall apply:

3.5.2. The Board agrees to set aside counter/office/queuing position, ready/return spaces and storage spaces for use by Operator.

3.5.3. Operator agrees to relocate operations from the Premises to the new or substituted premises and to thereafter conduct its operations therefrom. The new or substituted facilities shall be comparable to the previous facilities or better in terms of size, location and finish, all at the discretion of the Board. In the event the Board requires the move of facilities, the Board will reimburse reasonable actual out-of-pocket costs associated with the relocation as approved in advance subject to a maximum amount established by the Board.

3.5.4. Upon such relocation the Board shall have the right to demolish or use the existing the Premises as it sees fit.

3.6. Alterations, Improvements and Trade Fixtures.

3.6.1. All repairs made by the Operator or on its behalf shall be of high quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by the Board, Federal, State or local authority having jurisdiction over the work in or to the Premises.

3.6.2. No improvements, structures, alterations or additions shall be made in, to or upon the Premises without the prior written consent of the Director. All such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the Director.

3.6.3. Inside storage of material is required. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste, or debris. Wrecked or non-operational

Motor Vehicles shall be removed from the Premises as soon as possible, but in all cases within three (3) days.

3.6.4. The installation of any type of fencing is prohibited on the Premises.

3.6.5. Upon providing notice, if possible, the Board or its duly appointed representatives shall have the right to enter the Premises to:

3.6.5.1. Inspect the Premises during Operator's regular business hours or at any time in case of emergency to determine whether Operator has complied with and is complying with the terms and conditions of this Agreement and other enumerated and health/operational standards. The Board may, at its discretion, require Operator to effect repairs at Operator's own cost.

3.6.5.2. Perform any and all things which Operator is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to the Premises or to respond to any public health or safety emergency. Notwithstanding the above, in the event of an emergency condition, the Board or its duly appointed representatives shall have the right to enter the Premises to perform maintenance repair or replacement.

3.6.5.3. Undertake the maintenance, repair or replacements requested by the Board if Operator refuses or neglects to make any repairs necessitated by the negligent acts or omissions of Operator, its employees, agents, servants or licensees. The Board shall have the right to make such repairs on behalf of and for Operator if Operator has not commenced such repairs with five (5) days after written notice by the Board. The cost for such work, plus a twenty percent (20%) administration fee, shall be paid for by Operator within ten (10) days following demand by the Board for said payment.

3.6.6. Any improvements and alterations to the Premises thereon with respect to which the Board has given its written consent, shall be done at Operator's sole cost and expense and Operator shall not cause or permit any statutory claims or liens to be filed against the Premises or against the buildings or other improvements thereon by reason thereof and hereby does indemnify the Board against all costs and liabilities arising from such claims or liens filed as a result of Operator's activities.

3.6.7. Upon expiration of the Agreement or the earlier termination thereof, title to all improvements shall automatically and without compensation to Operator become Board property. Operator shall surrender the improvements to the Board at the expiration of the Term or earlier termination of this Agreement, free and clear of all liens and encumbrances, other than those, if any, permitted under this Agreement or otherwise created or consented to by the Board. Operator agrees to execute,

acknowledge, and deliver to the Board any instrument requested by the Board as necessary in the Board’s opinion to perfect the Board’s right, title, and interest to the improvements and the Premises. The Board shall peaceably surrender possession of the Premises in good condition, excepting only reasonable wear and tear, and capable to be relet by the Board without significant repairs.

3.6.8. Operator shall have the right, during the term hereof, at its own expense, at any time and from time to time, to install, maintain, operate, repair and replace any and all trade fixtures, removable structures, and other personal property used from time to time in its operations at the Airport, all of which shall be and remain the property of Operator except as herein provided, and may be removed by Operator prior to the expiration of the term of this Agreement, provided, however, that Operator shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute a holdover, but all such property not removed upon termination of the Agreement shall be deemed abandoned and thereupon be the sole property of the Board. The Board may reject said trade fixtures or personal property and require Operator to reimburse the Board for the cost to dispose of said fixtures and/or personal property.

4. OBLIGATION OF OPERATOR

4.1. Concession Fee, Rents, and Fees.

4.1.1. Concession Fee. Operator shall pay to the Board a Concession Fee annually, outlined below, as compensation for the rights and privileges granted to it pursuant to this Agreement:

4.1.1.1. Concession Fee – the greater of either:
ten percent (10%) of Operator’s annual Gross Revenues (“Percentage Fee”);
or

4.1.1.2. the respective yearly amount shown below as the Operator’s Minimum Annual Guaranteed fee (“MAG”):

May 1, 2024 to April 30, 2025	\$2,700,000.00
May 1, 2025 to April 30, 2026	\$3,400,000.00
May 1, 2026 to April 30, 2027	\$4,000,003.00

4.1.1.3. Monthly payment shall be the greater of 1/12th of the respective year’s MAG or 10% of reported Gross Revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as Operator has paid to the Board an amount equal to the respective annual MAG identified in Article 4.1.1.2 above. On or before the 20th of each month, Operator shall provide the Board with (i) a signed and certified Report of Gross Revenues for the preceding month (ii) payment of any Percentage Fee shown to be due

for the preceding month, as designated on Exhibit #6, attached hereto and made a part hereof.

4.1.1.4. Once the sum of Concession Fee payments remitted has reached the MAG in any given Operations Year, the Operator may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. The Operator shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

4.1.1.5. Operator acknowledges that Concession Fee payments by Operator to the Board under this Agreement are for Operator's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Board upon Operator's customers. The Board does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Operator charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the definition of Gross Revenues for purposes of remittance to the Board; (d) Operator shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

4.1.1.6. Other than the Concession Recovery Fee and Customer Facility Charge, Operator shall not pass-through or list any fees payable to Board as a separate item on the Customer Rental Agreement.

4.1.2. Payment of Rent. Operator shall pay to the Board, in advance, on the 1st day of each month the following Rent:

4.1.2.1. For the period commencing May 1, 2024 through June 30, 2024, Operator shall pay the sum of Fifty-Four Dollars and Ninety-Two Cents (\$54.92) per square foot per annum for one thousand and thirty-nine (1,039) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing July 1, 2024, July 1, 2025 and July 1, 2026, the per square foot per annum rent shall be the same per square foot per annum counter/office/queuing rate paid by the Airlines serving the Airport.

4.1.2.2. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Forty Nine Cents (\$0.49) per square

foot, per month for twenty six thousand one hundred and sixty-five (26,165) square feet in Ready/Return Block #3.

4.1.2.3. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay a Land Use Fee for the QTA Facility to sum of Nine Cents (\$0.09) per square foot per month for the Operator's proportionate share of the land footprint of the QTA Facility, which is six thousand one hundred and seventy-six (6,176) square feet.

4.1.2.4. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Forty Cents (\$0.40) per square foot, per month for eighteen thousand six hundred (18,600) square feet in Queuing Lanes #3 (11,030), QTA West Parking Block A (5,400) and QTA Transport Storage Block III (2,170).

4.1.3. Rent for Premises - Storage Spaces located on the Airport based on use. Operator shall pay to the Board, no later than the 20th day following the end of the month the following Storage Space rent:

4.1.3.1. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Seven Dollars (\$7.00) for each vehicle each day the vehicle is parked overnight in a Storage Space. A sample reporting form is attached hereto as Exhibit #6.

4.1.4. QTA Fee for QTA Facility Operation & Maintenance Costs. Operator shall pay a monthly QTA Fee for QTA Facility operation & maintenance costs in the amount of Operator's Proportionate Share (as defined below) of 1/12 of the annual O&M Budget for the QTA Facility as presented by the Board. The Funds shall be deposited into an account administrated by the Board or its designee for payment of actual O&M expenses to be paid by the Board for operation of the QTA Facility. The first year's QTA O&M budget is here by incorporated and attached as Exhibit #7. If at any time during the term of this Agreement the balance in such O&M account falls short of the funds required to operate and maintain the QTA Facility, the Board may invoice Operator for its proportional share of the funds reasonably required to operate and maintain the QTA Facility, Operator shall remit funds to Board within thirty (30) days of invoice.

4.1.4.1. At the end of each Operations Year, the Board shall provide a statement of expenses to each operator reconciling total QTA O&M costs incurred, allocation of such costs to each operator based on operator's actual transactions information for the period covered, and calculation of any over or under payments made by each operator. In the event the amount of payments made by Operator exceeds the total of payments due based on the reconciliation, the excess payment shall be credited against payments for the next Operations Year, except that any

excess payment during the final Operations Year of this Agreement will be returned to Operator within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Operator is below the total of payments due based on the reconciliation, Operator shall remit such underpayment to the Board within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice for the underpayment.

4.1.4.2. Operator's current proportionate allocation (share) is 36.1%, ("the "Proportionate Share") based initially on the Board's estimate of Operator's total number of rental car Transactions at the Airport to the total number of Transactions by all on-Airport rental car companies. Operator's Proportionate Share will be adjusted each Operations Year by the Board based on its Transactions share. Operator agrees to provide the Board rental car transaction information monthly as part of its monthly report to the Board.

4.1.4.3. Monthly QTA Facility O&M expenses will include all cost incurred by the Board to operate and maintain the QTA Facility in good, clean and sanitary condition as it determines in its sole discretion.

4.1.4.4. Operator is specifically responsible for all operation & Maintenance expenses related to use of their QTA Facility Bay, including but not limited to separately metered utilities.

4.1.5. Fuel Use Reimbursement. Operator shall pay to Board monthly upon receipt of invoice from Board, reimbursement for fuel gallons purchased at the fuel dispensing unit at the QTA Facility during the previous month. The Fuel Use Reimbursement invoice will include the Board's cost of fuel plus fifteen percent (15%) for use of the new fueling facility.

4.1.6. Collection of CFCs. The Operator shall (i) collect Customer Facility Charges ("CFCs") on behalf of the Board, (ii) hold in trust for the Board's benefit, and (iii) remit to the Board the full amount of the Transaction Day fee collected from each rental Car customer for use by the Board for authorized purposes. The Board reserves the right to adjust the CFC during the term of the Agreement. The Operator may identify the CFC as a separate charge on its estimates, invoices and receipts for rental car customers.

4.1.7. Remittance of Payments. Any and all payments due to the Board by Operator shall be remitted to the following address:

Jackson Hole Airport Board
Attn: Accounts Receivable
P.O. Box 159
1250 East Airport Road

Jackson, Wyoming 83001

4.1.8. Year End Adjustments to Concession Fees, Rents and Fees. Within ninety (90) days following the end of each Operations Year, Operator shall be required to submit to the Board a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the amount of Gross Revenues for the previous Operations Year "Certified Statement". In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Operator within thirty (30) days after the Board's acceptance of the final Certified Statement described in this Article. Operator shall submit separate system generated reports for each brand name operated.

Within ninety (90) days after each Operations Year, Operator shall prepare and submit to the Board a certified statement of Operator's actual total number of Transactions, Transactions Days and number of automobile days Operator stored vehicles overnight in Storage Spaces at the Airport for the most recent Operations Year.

4.2. Operator's Right of Abatement. In any Operations Year where the total deplanements at the Airport decline by fifteen percent (15%) or more as compared to the prior Operations Year, Operator's MAG for such Operations Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Board reasonably determines during any Operations Year that a MAG reduction is likely, the Board may waive Operator's obligations to remit the monthly 1/12th MAG instalment payments for any period of time the Board deems appropriate in its sole discretion, but Operator shall continue to remit the Percentage Fee each month regardless.

4.3. Failure to Pay Rent or Fees.

4.3.1. No demand for rent or fees need at any time to be given. In the event Operator fails to pay rents, fees, charges or billings as required under the provisions of this Agreement after the payments become due, as described in Article 4.1, interest at 18% per annum shall be assessed until fully paid. The implementation of this provision shall not preclude the Board from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

4.3.2. All payments hereunder shall be considered delinquent if not received by the twentieth (20th) of the month due. If the twentieth (20th) of the month is a Saturday, Sunday or Federal holiday, that payment shall be delinquent if not received on the following business day.

4.4. Financial Conditions.

4.4.1. Security: During the term of this Agreement, the Board shall require Operator to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the Board, in its sole discretion, in the amount of Five Hundred and Thousand Dollars (\$500,000.00), in order to secure the performance of all of Operator's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security shall be in the form of a performance bond, on a form acceptable to the Board.

4.4.2. Records of the Operator: Operator covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Board for the determination of any CFC, Concession Fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event Operator institutes an audit of its own records, the Board reserves the right to receive a copy of said audit. Operator shall keep and maintain for a period of not less than thirty-six (36) months after the expiration or termination of this Agreement, true and accurate records, accounts, books and data accounting for all business conducted at the Airport. Operator agrees to operate its business at the Airport so that a duplicate rental agreement invoice, computer generated, shall be issued with each Transaction, whether for cash or credit. Operator shall submit separate system generated reports for each brand operated.

4.4.3. Audit: The Board reserves the right, at the Board's expense, to inspect all Operator's financial records for the purpose of verifying Gross Revenues, number of Motor Vehicles stored on the Airport daily and CFCs. The Board shall give Operator fourteen (14) days written notice of said inspection of records. Further, the Board reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all Operator's financial records, including, but not limited to, those maintained in Jackson, Wyoming. If, as a result of said audit, it is determined that Operator has understated the Gross Revenues by three percent (3%) or more per Operations Year, the entire expense of said audit shall be borne by Operator. Any additional percentage fee due shall be paid by Operator to the Board, with interest thereon at eighteen percent (18%) per annum, from the date such additional fees became due which is the day under reporting commenced. All records, accounts, books and data accounting of Operator shall be provided in electronic format.

4.5. Indemnity and Insurance.

4.5.1. Indemnity and Waiver of Damages.

4.5.1.1. Operator shall defend, indemnify and hold the Board harmless from and against any claim loss, expense or damage to any person or property in or upon the Airport by operator or its agents, employees or invitees arising out of Operator's use of the Airport or any act or neglect of operator or operator's servants, employees or agents.

4.5.1.2. The Board reserves all rights to assert any claims and defenses available to it, whether as against Operator or any third party, pursuant to the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.*

4.5.2. Insurance.

4.5.2.1. Operator 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.

4.5.2.2. All insurance required hereunder shall be procured and maintained (i) at Operator's expense, (ii) for the entire term of the Agreement, and (iii) with insurance underwriters qualified to transact business in the State of Wyoming and having an AM Best rating of "A" or better.

4.5.2.3. All policies required hereunder shall identify the Board and its respective members, officers, and employees as an additional insured. Further, such policies shall be primary and any insurance maintained by the Board shall be considered excess.

4.5.2.4. Operator agrees to include the insurance requirements set forth in this Agreement in all subcontracts, if any, hereunder. The Board shall hold Operator responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Board reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Operator if, in the operator's opinion, such variations do not substantially affect operator's interests.

4.5.2.5. After the execution of this Agreement, Operator shall promptly furnish to operator a copy of a policy or policies of insurance. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have been given to the Board.

4.6. Taxes. Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. Operator shall be responsible for payment of any statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents, employees, or Operator's property, occupancy of, or other activities on the Premises. Nothing herein shall prevent Operator from protesting through due process, any taxes levied.

4.7. Additional Obligations of Operator. Operator hereby covenants and agrees:

4.7.1. That the Rental Cars used by Operator at the Airport shall be maintained, at Operator's sole expense, in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside.

4.7.2. Operator shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. Minimum counter operations hours are from one-half hour prior to the first scheduled arrival until one-half hour after the actual arrival time of the last flight. Operator shall promptly remove returned vehicles to prevent any overflow from its allocated parking areas or otherwise interfere with other operators or the Airport. The Airport may at its reasonable discretion require the Operator staff at least one employee on-duty two (2) hours prior to the first departure in the event the Operator is not promptly removing returned vehicles, in the sole determination of the Airport. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Operator may advise the Director of Operator's analysis of the optimum hours of operation, but the final determination shall be made by the Director based on their assessment of adequate service levels for the Airport.

4.7.3. That the personnel performing services at the Airport shall be neat, clean and courteous. Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business at the Airport in any manner whatsoever except through the use of signs as allowed herein.

4.7.4. Operator's personnel shall be responsible for the removal of known debris, foreign materials or other hazards in or on the Premises of the Operator.

4.7.5. Personnel are prohibited from parking personal vehicles in the Ready/Return Block, QTA Facility, QTA Parking Block, public parking areas or anywhere on Airport other than designated employee parking areas.

4.7.6. Operator agrees parking of vehicles and equipment by the Operator, its agents, servants, employees or licensees shall be restricted to those areas leased

by Operator. Operator shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein. Parking of employee vehicles is prohibited at Premises. Operator's employees shall be required to park in Director designated employee lot.

4.7.7. Operator shall educate and orient each of its employees which will drive Operator's vehicles on the Airport, with respect to speed limits, parking restrictions, lane use, and vehicular safety and courtesy on the Airport; it shall ensure that employee drivers of its vehicles on the Airport comply with Airport rules and posted signs relating to vehicle operation, and operate such vehicles in a safe, courteous and non-reckless manner; it shall periodically monitor its employees' compliance with the requirements of this paragraph; it shall ensure payment of any and all citations issued to its employees relating to vehicular operation on the Airport; and, that, after notice and opportunity for hearing before the Director, and notwithstanding the existence or lack of any criminal or traffic citation by a law enforcement officer, it shall pay contract damages to the Board in accordance with Section 4.8 for each breach by its employees of this paragraph with respect to Airport speed limits and/or traffic rules while operating one of Operator's vehicles. Such violations may be established by radar, still and/or motion photography, the eyewitness testimony on Board employees, or by any other reasonable means. Operator may appeal any such decision of the Director to the Board by filing a written appeal within seven days of such decision, and the decision of the Director shall be stayed until the appeal is decided by the Board, which Board decision shall be final and non-appealable.

4.7.8. Operator agrees to participate in the Airport's recycling program by making a good faith effort to recycle, but at a minimum shall cause waste of corrugated cardboard, carboard and paper, glass, plastic and newspapers generated by and in conjunction with its operations to be deposited so as to reasonably assure its recycling.

4.7.9. In accordance with Airport Grant Assurances, Operator shall take appropriate action to protect instrument and visual operations at the Airport. Operator shall adequately clear and protect Airport operations by removing, lowering, relocating, and marking all lighting hazards on its Premises including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by the Board.

4.7.10. That it shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning management, operation or use of the Airport. The Operator shall obtain and keep in force all permits required by law for operation of the Rental Car business.

4.7.11. That it shall meet all expenses in connection with its operation at the Airport, and the rights and privileges herein granted, including, without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon Operator, and that it will secure all such permits and licenses.

4.7.12. That it shall not engage in any business or other activity that will divert business and/or customers from the Airport to an off-site office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-Airport premises. If the Board believes, in its sole opinion, that Operator is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Operator's records, regardless of whether such records pertain to activities at the Airport or off-Airport premises. Failure to permit such inspection or rectify any violations provided herein shall be subject to the Board's right as specified in Article 7.1 – BOARD'S RIGHT OF CANCELLATION. In addition, the Board shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from the Airport.

4.7.13. That it shall comply with the rules and practices as set forth in the current Jackson Hole Airport Security Plan, as may be amended from time to time in the discretion of the Board. Any fines assessed against the Airport by the Transportation Security Administration (TSA) as a result of Operator's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Operator, its employees or agents will be paid promptly upon demand to the Board by Operator.

4.7.14. That it shall coordinate with other on-Airport rental car operators the use of its designated fueling and automated car wash facility by such other operators in the event any other fueling, or car wash equipment owned by the Airport at the QTA Facility is not operational. In the event the Board determines Operator has failed to coordinate with other on-Airport operators for use of the fueling and car wash equipment at the QTA Facility, the Board will dictate the use of the equipment.

4.7.15. The Board shall be the sole and final judge of the quality and the adequacy of the services furnished by Operator as specified herein. In the event the Board determines that Operator has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Board may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per Article 7.1 – BOARD'S RIGHT OF CANCELLATION, contained herein. However, the Board may, in its sole discretion, extend the time for compliance if, in its opinion, Operator is making progress in complying with the requirements of this Agreement.

4.8 Operations Violations and Liquidated Damages.

4.8.1 Operator recognizes that Operator's failure to adhere to the operating requirements set forth in Section 4.7 of this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, cause the Board to incur additional costs, and reduce the amount of revenues to Board. This includes Operator's failure to timely submit required reports and records. The parties hereby agree that total damages sustained by to Board for violations of Section 4.7 of this Agreement would be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the Liquidated Damage amounts, set forth below for violation of Section 4.7 of the Agreement are reasonable estimates of the losses anticipated to be suffered or incurred by Board. Operator, therefore, hereby agrees that imposition of the Liquidated Damages set forth below is fair and reasonable and Operator agrees to pay, immediately upon demand by Board, the following amounts as Liquidated Damages upon the occurrence of breaches to Section 4.7 in any Operations Year:

- \$100 per occurrence - first occurrence
- \$200 per occurrence – second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence – fourth or more occurrences

4.8.2 Liquidated Damage amounts shall not be assessed unless the violation continues for more than three (3) calendar days after the Board has given Operator written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Board has given Operator notice of the same violation more than twice during any Operations Year, no written notice shall be required prior to assessment of Liquidated Damages.

4.8.2.1 As an exception to the foregoing, violations of Section 4.7.2 may result in the immediate assessment of Liquidated Damages, without written notice by the Board or opportunity to cure.

4.8.3 The Board's failure to impose Liquidated Damages for any violation of the requirements set forth above shall not waive any right or prohibit the Board from doing so for subsequent violations.

5. RESERVED RIGHTS OF BOARD

5.1.1. Upon providing notice, if possible, the Board reserves the right to inspect the Premises and improvements throughout the term of this Agreement. Unless an emergency or unlawful condition exists which makes reasonable notice impractical, Operator, or Operator's authorized agent shall accompany the Board or its authorized representative(s) in order to inspect the Premises and any improvements thereon. The Board's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the

Premises or improvements in order to perform its duties under the rights granted by this Agreement.

5.1.2. The Board reserves the right to direct, in its sole discretion, all activities of Operator at the Airport in the event of an emergency.

5.1.3. The Board reserves the right to direct, at its discretion, Operator's operations in the event that Operator's operations are unreasonably interfering with the use by others of the Airport and/or Premises; e.g. to restrict the use of "public" areas of the Terminal, and public-access curbs, sidewalks and roadways in favor of the traveling public.

5.1.4. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Premises and existing vehicle and pedestrian traffic patterns, as the Board deems appropriate without interference or hindrance by Operator, and the Board shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such Board activities; provided, however, that the Board shall consult in advance with Operator on such changes and if Operator shall be unable to conduct reasonably normal seasonal business operations on the Premises by reason of any such Board activities, then the fees hereunder may be equitably adjusted during the period of such interruption.

5.1.5. The Board reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of the Airport and Operator agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

5.1.6. The Board reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein and also to promulgate Minimum Standards for the conduct of commercial activities related hereto including, without limitation, minimum hours of operation if the Board determines that the needs of the traveling public are not being met.

5.1.7. The Board reserves the right, to permit off-airport Rental Car companies to operate or conduct business at the Airport.

5.1.8. The Board reserves the right to take any action considered necessary to protect the aerial approaches of the Airport against obstruction or hazard, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Board or the Federal Aviation Administration would limit the usefulness of the Airport or constitute a hazard to air navigation.

5.1.9. There is hereby reserved to the Board, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage

of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise, vibration, smoke, fumes, glare, dust, fuel, particles and all other impacts as may be inherent in the operation of aircraft, now known or hereinafter developed and used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on or about the Airport.

6. OTHER PROVISIONS

6.1. Hazardous Substances.

6.1.1. Operator in conducting any activity within the Premises or in any other areas of the Airport, shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect relating to the regulation and protection of human health, safety, the environment and natural resources. Environmental Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 (2003), et. seq.), as amended; Resources Conservation and Recovery Act (42 U.S.C. Section 6901 (2003), et. seq., as amended; the Federal Water Pollution Control Act (33 U.S.C. Section 1251 (2003), et. seq., as amended; the Hazardous Materials Transportation Act of 1990 (49 U.S.C. Section 1801 (2003), et. seq., as amended; the Toxic Substance Control Act of 1976 (15 U.S.C. Section 2601 (2003), et. seq.), as amended; and the Clean Air Act of 1970 (42 U.S.C. Section 7401 (2003), et. seq.), as amended.

6.1.2. Operator shall act with due care and consistent with industry practices in connection with materials and substances used by Operator at the Airport, even if such materials and substances are not regulated by law, so as not to pose a hazard to the health or safety of Airport users or other tenants. Operator further agrees to execute and deliver to the Board any documents reasonably required by the Board in connection with any environmental matter, including disposal.

6.1.3. Without limiting the generality of the foregoing, Operator shall not cause any Toxic or Hazardous Substance to be improperly used, stored, discharged, released, or disposed of on the Premises or the Airport. "Toxic or Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified as (i) a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 Section 101, 42 U.S.C. Section 9601(14) (2003), as amended, and pursuant to the Federal Water Pollution Control Act Amendments of 1972 Section 311(b)(2)(A), 33 U.S.C. Section 1321(b)(2)(A) (2003), as amended; (ii) a "hazardous waste" pursuant to the Resources Conservation and Recovery Act Sections 1004 and 3001, 42 U.S.C. Sections 6903(5) and 6921 (2003), as amended; (iii) a "toxic pollutant" pursuant to the Federal Water Pollution Control Act Section 307(a)(1), 33 U.S.C. Section 1317(a)(1) (2003), as amended; (iv) a "hazardous air pollutant" pursuant to the Clean Air Act of 1970 Section 112(a)(6), 42 U.S.C.

Section 7412 (2003), as amended; (v) toxic or hazardous pursuant to regulations promulgated now or hereafter under the Environmental Laws; and (vi) asbestos, polychlorinated biphenyls, petroleum and petroleum derivatives, urea formaldehyde, or any perfluoroalkyl or polyfluoroalkyl substance.

6.1.4. Operator shall promptly notify the Board and any and all adjacent property tenants, in writing, if Operator has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Operator shall immediately take such action as is necessary to report to governmental agencies as required by Environmental Laws and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Operator's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements subject to Article 6.1.3 of this Agreement.

6.1.5. Operator agrees to indemnify, defend and hold harmless the Board from any and all claims, damages, from or in connection with the presence of Hazardous Substances in, on or coming from the Premises, unless the Hazardous Substances are present as a result of the sole negligence or willful misconduct of the Board its agents and employees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. With respect to cleanup of any contamination from any Hazardous Substances on the Premises, the Board and Operator agree to work together to approve cleanup criteria and investigation, monitoring and remediation activities for the Premises that comply with, but are no more stringent than the most stringent of all applicable municipal, state, and federal laws, and rules and regulations.

6.1.6. Operator shall at all times maintain an employee or consultant familiar with applicable laws and charged with responsibility for Operator's compliance with all applicable laws relating to Hazardous Substances.

Section 6.2 Intentionally Omitted.

6.3 Damage or Destruction.

6.3.1. Premises.

6.3.1.1. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Board. The Premises shall be repaired or restored at the Board's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is caused by any negligence of

Operator, its officials, agents or employees, it shall be the responsibility of Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should a portion of the Premises be untenable, not due to any negligence of Operator, rent for the affected portions of the Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs.

6.3.1.2. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, the Board shall be under no obligation to repair or reconstruct such Premises. The rent of the affected portions of Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space sufficient to allow Operator to operate. The Board shall notify Operator within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Premises. If the Board elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by any negligence of Operator, its officials, employees, or agents, in which case it shall be the responsibility of Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should the Board elect not to repair or reconstruct, this Agreement as to the destroyed or damaged Premises shall terminate on the date of notification by the Board as specified in this Article. In such event, the Board agrees to use its best efforts to obtain adequate substitute space for Operator.

6.3.2. Other Airport Property. In the event of damage or destruction of Airport property caused by the Operator, its agents, employees, or equipment, Operator agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Operator further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

6.4. Government Reservations and Restrictions. The Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

6.4.1. During time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

6.4.2. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Board and the Federal Aviation Administration or any successor federal agency.

6.4.3. This Agreement is expressly subject to the terms and conditions of the AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD dated April 27, 1983 (the "Interior Agreement"), as amended, and all applicable federal, state and local laws, rules and regulations. To the extent anything herein conflicts with the Interior Agreement or the applicable laws, rules and regulations, the provisions of the Interior Agreement, or the applicable laws, rules and regulations shall control. The Board shall be free, in the future, to renegotiate the Interior Agreement on such lawful terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Operator or any other person, and Operator shall be bound by the terms of such renegotiated agreement.

6.4.4. This Agreement shall be subordinate to the provisions of any other existing or future agreement between the United States Government and the Board relative to the use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of the Airport now or in the future.

6.5. Agreement Subordinate to Bond Issuance. This Agreement and all rights of Operator hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment by the Board to secure any bonds authorized by law to be issued for the development or improvement of the Airport including the QTA Facility, and the Board and Operator agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Board hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Operator and the Board with the terms and provisions of the bond covenants. Operator agrees to take all action reasonable and necessary to execute any amendment in writing to this Agreement to ensure that the Board remains in compliance with the terms and provisions of the bond covenants for any existing or proposed tax exempt (or non-tax exempt) financing for or on behalf of the Board.

6.6. Utilities, Construction and Maintenance – Terminal, Ready Return Blocks, QTA Parking Blocks, and QTA Facility.

6.6.1. Board's obligations: The Board shall provide Operator with the following:

6.6.1.1. Utilities to the leased counter/office/queuing position, except as hereunder stated; and

6.6.1.2. Security lights, signposts, and maintenance of same to the leased Ready/Return Block and QTA Parking Blocks.

6.6.1.3. Security lights, signposts, and maintenance of the same to the leased QTA Facility.

6.6.2. Operator's obligations: Operator shall maintain and keep the Premises in good repair and clean condition in accordance with applicable laws, rules and regulations. Operator shall be responsible for providing the following:

6.6.2.1. All items not provided by the Board in 6.7.1 of this Article.

6.6.2.2. Maintenance of office space, janitorial and garbage service for the counter/office/queuing space; Operator shall ensure that trash generated by its operations is immediately placed in covered containers, that no fugitive trash is generated, that the premises are policed for trash on a daily basis, and that trash and other wastes are disposed of lawfully and promptly.

6.6.2.3. Maintenance of all ready/return spaces in their Ready/Return Block and QTA Parking Block.

6.6.2.4. Maintenance, supplies, janitorial and garbage service for operations in their QTA Facility Bay. Operator shall ensure that all oil, trash, debris and garbage generated by its operations or found in or around the QTA Facility are collected and disposed of lawfully and promptly. Operator shall at all times keep and maintain its QTA Facility Bay clean, neat and in an orderly condition.

6.6.2.5. If Operator damages any portion of the Premises, it shall immediately notify the Board, which as soon as reasonably practical under the circumstances, shall repair or cause repairs to be made, including with respect to the structure, electrical, plumbing, structural and door repair and window replacement, and Operator shall pay or reimburse the Board the reasonable cost of such repairs and/or replacement within fifteen (15) days of being provided an invoice therefor.

6.6.2.6. Operator agrees to cooperate with the Board with the provision and installation of any new communication services such as paging, courtesy phones, flight and baggage information systems, etc., necessary to properly operate the Airport. Operator is responsible for all communication and computer services required to operate its Rental Car business.

6.6.2.7. Neither party shall be liable to each other, or any other person, for any interruption or failure in the supply of any utility service to the Premises. In the event of interruption of utility services to the Premises, the Operator and the Board shall take immediate action to restore such utility

services as rapidly as possible to avoid unnecessary interruption of the Operator's business operations.

6.7. Snow Removal. The Board shall provide snow removal services within the Ready/Return Block, entrance and exit of the QTA Facility Bays, and parking areas, provided however, that Operator agrees to cooperate and coordinate with the Board in removing Motor Vehicles prior to snow removal service of these areas.

6.8. Advertising and Signage.

6.8.1. Operator shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising. Prior to installation of such signage, Operator shall submit plans and obtain written approval of Director or his/her designee. The right to install identification signs or other advertising devices for information to its customers shall be at a location, in the number and type, size and design approved in writing by the Director. In the event the signs are removed and not replaced, Operator shall repair the area to its normal appearance. To the extent that Operator uses any electronic medium for identification and/or advertising which includes any reference to Operator's relationship with the Board, the Board shall have the right to review and approve the same.

6.8.2. All signs shall be repaired or replaced by Operator as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained by Operator with any burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Operator prior to leaving.

6.8.3. Operator shall not install any exterior lighting, shades or awnings or any exterior decorations or paintings, or build any fences or make any change to the exterior portions of the Premises without Board's consent.

6.9. Operator's Personal Property/Trademarks.

6.9.1. All personal property, equipment, furnishings, decorations and trade fixtures placed upon the Premises by Operator shall be at Operator's sole risk, and the Board shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any person or from any causes whatsoever.

6.9.2. Operator represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks, logos or slogans to be used by it in its operation under or in any way connected with this Agreement. Operator agrees to save and hold the Board, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark or

copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Operator under or in any way connected with this Agreement.

6.10. Assignment and Subletting.

6.10.1 Operator shall not assign, sublet or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Board.

6.10.2 Subject to all other provisions of this Agreement, including Article 6.11.1 above, and subject to prior approval by the Board, it is expressly agreed and understood that any and all obligations of Operator hereunder may be fulfilled or discharged either by Operator or by a member of Operator's system, duly appointed thereto by Operator and that any and all privileges of every kind granted Operator hereunder may extend to and be enjoyed by such Operator so appointed; provided, however, that notwithstanding the method of operation employed by Operator hereunder, Operator shall continue always to remain directly liable to the Board for the performance of all terms and conditions of this Agreement.

6.11. Liens or Encumbrances, Lawsuits.

6.11.1 Operator agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered and professional services provided to the Premises for improvements done at Operator's request, during the leasehold term for improvement to the Premises. Operator shall keep the Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Operator's request. Operator agrees to and shall indemnify, and hold the Board free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Operator for use on the Premises. Board may require lien releases as a condition of approval.

6.11.2 Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with Operator's operation at the Airport. The Board and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. Operator is an independent contractor in every respect, and not the agent of the Board.

6.12. Nondiscrimination.

6.12.1 Operator shall comply with the following FAA required provisions as interpreted from time to time by the United States Department of Transportation ("USDOT") or the FAA. The terms "Contractor", "Offeror", "Applicant" and

“Successful Bidder” as used in this Section 6.12 shall refer to the Operator. In the event of conflict between the terms and conditions of Section 6.12 and any other provision of this Agreement, the term and conditions of this Section 6.12 shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

6.12.2 In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.

6.12.3 During the performance of this Agreement, the Operator, for itself, its assignees and successors in interest agrees as follows: Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

6.12.3.1 **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

6.12.3.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

6.12.3.3 **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the

Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

6.12.3.4 **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6.12.3.5 **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

6.12.3.5.1 Withholding payments to the Contractor under the contract until the Contractor complies; and/or

6.12.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

6.12.3.6 **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.12.4 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

6.12.4.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 6.12.4.2 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 6.12.4.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 6.12.4.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 6.12.4.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 6.12.4.6 Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 6.12.4.7 The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 6.12.4.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 6.12.4.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 6.12.4.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 6.12.4.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

6.12.4.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6.12.5 Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

6.12.6 With respect to leases, in the event of breach of any of the above Non-discrimination covenants, the Board will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

6.12.7 With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Board will there upon revert to and vest in and become the absolute property of the Board and its assigns.

6.13. Airport Concession Disadvantaged Business Enterprise Participation (ACDBE).

6.13.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R Part 23. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R Part 23. Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

6.13.2 The Board has established a goal of 2.53% ACDBE participation for the concession activities covered by this Agreement. Operator shall make good faith efforts to ensure participation of certified ACDBEs in at least 2.53% of its purchases of goods and services for this Agreement. ACDBE participation towards this goal shall be counted in the manner set forth in 49 C.F.R. Section 23.55.

- 6.13.3 Operator agrees that by January 1 of each year, during the term of the Agreement, Operator will provide a report to the Board, in the form acceptable to the Board, (see attached ACDBE Attainment Report – Exhibit #5) describing the dollar amount of its purchases or leases of goods and services during the previous federal fiscal year (October – September) from any vendor that is certified as an ACDBE pursuant to the ACDBE Rules, together with documentation, in form acceptable to the Board, of its good faith efforts during such year to obtain other ACDBE providers of goods and services. Operator shall also provide such additional information to the Board, including any ACDBE participation in direct ownership of the Operator’s business, as the Board may reasonably request in order to permit the Board to comply with the requirement of the ACDBE Rules, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rentals.
- 6.13.4 Operator may only terminate an ACDBE subcontractor for good cause, as defined by 49 C.F.R Section 26.53. Operator may not terminate an ACDBE subcontractor without the prior written consent of Developer. Before requesting to terminate and/or substitute an ACDBE subcontractor, Operator must give notice in writing to the ACDBE subcontractor, with a copy to Developer, of its intent to request to terminate and/or substitute, and the reason for the request. Operator must give the ACDBE subcontractor five (5) days to respond to Operator’s notice and advise Developer and Operator of the reasons, if any, why it objects to the proposed termination of its subcontract and why Developer should not approve Operator’s action.
- 6.13.5 When an ACDBE subcontractor is terminated or fails to complete its work on the contract for any reason, Operator is required to make good faith efforts to find another ACDBE subcontractor to substitute for the original ACDBE. Operator will be required to obtain written approval from Developer for the replacement of the ACDBE or the substitute ACDBE and to provide copies of all new or amended subcontracts or documentation of good faith efforts. The good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under the contract as the ACDBE that was terminated, to the extent needed to meet the program goal under the Agreement. The good faith efforts shall be documented by Operator. If Developer requests documentation under this provision, Operator shall submit the documentation within seven (7) days. Developer shall provide a written determination to Operator stating whether or not good faith efforts have been demonstrated. The Parties agree and acknowledge that, to the extent this Agreement constitutes a long-term, exclusive agreement pursuant to 49 C.F.R. Section 23.75, Operator shall comply with requirements of Section 23.75 and the applicable policies of the Federal Aviation Administration in replacing any ACDBE subtenant, subcontractor, joint venture partner or vendor.
- 6.13.6 Failure by Operator to carry out the requirements of this part will constitute a material breach of the Agreement and may result in the termination of the Agreement or such other remedy as the Board deems appropriate.

7. TERMINATION, SURRENDER & DAMAGES

7.1. **Board's Right of Cancellation.** In addition to any conditions as specified herein and all other remedies available to the Board, this Agreement shall be subject to cancellation by the Board should any one or more of the following occur:

7.1.1. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets is appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

7.1.2. If the Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of its Rental Car operation on the Airport, except when such abandonment be caused by runway closure, or by fire, earthquake, war, strike or other calamity beyond Operator's control.

7.1.3. If the Operator shall fail to perform, keep and observe any of the other applicable obligations, covenants and/or conditions contained in this Agreement, where such failure shall continue for a period of five (5) business days after written notice thereof from the Board to Operator; provided, however, that if the nature of the Operator's default as determined by Board is such that more than five (5) business days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator commences such cure as soon as possible within said five (5) business day period and thereafter diligently prosecutes such cure to completion, and in any case completes said cure within twenty (20) business days after the aforesaid written notice.

7.1.4. The discovery by the Board that any financial or background information or statement provided to the Board by the Operator, or any agent, representative, successor, grantee, or assign of the Operator, was materially false.

7.2. **Operator's Right of Cancellation.** In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

7.2.1. The permanent abandonment of the Airport.

7.2.2. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for scheduled air transportation.

7.2.3. The breach by the Board of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Board and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

7.2.4. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

7.3. Surrender of Premises.

7.3.1. Upon the expiration and/or termination of this Agreement, Operator shall immediately surrender the Premises to the Board in good condition and repair, ordinary wear and usage excepted; and Operator shall remove all of Operator's personal property, trade fixtures, equipment or improvements removable by prior agreement with the Board from the Premises and shall repair any damage to the Premises caused by such removal. Any personal property of Operator, or anyone claiming under Operator, which shall remain upon the Premises at the expiration or termination of this Agreement shall be deemed to have been abandoned and may be retained by the Board as Airport property or disposed of by the Board in such manner as the Board sees fit without compensation to any party.

7.3.2. By delivery to Operator of written notice not later than thirty (30) days prior to the end of the term of this Agreement, the Board may require Operator to remove any QTA Facility alterations, additions, or improvements that Operator has made to Premises by the expiration or termination of this Agreement. The Board may require the removal at any time of all or any part of alterations, additions, or improvements which have been made to the Premises by Operator without the Board's prior consent.

7.4. **Attorney Fees.** In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Board and/or eviction of Operator during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

7.5. **Performance by Board.** If Operator should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Board may, at its sole option and after giving written notice to Operator, perform such act on behalf of Operator. Upon notification to Operator of the cost thereof by the Board, Operator shall promptly pay the Board the amount due.

7.6. Board Remedies.

7.6.1. If Operator should, after notice, fail to remedy any default (i) in the payment of any sum due under this Agreement for ten (10) days after being provided with notice, or (ii) in the keeping of any other term, covenant or condition herein with all dispatch, not exceeding thirty (30) days after being provided with notice, then at its option, in addition to and not exclusive of any other remedy the Board may have at law or in equity, without any further demand or notice, enter the Premises and evict all persons therefrom, using all necessary force to do so, and either (i) declare this Agreement at an end, in which event Operator shall immediately pay the Board a sum of money equal to the amount, if any, by which the then cash value of the Concession Fee and Rent for Premises reserved hereunder for the balance of the term of this Agreement exceeds the then cash rental value of the Concession Fee and Rent for Premises for the balance of said term, or (ii) without terminating this Agreement, may re-let the Premises, or any part thereof, as the agent and for the account of Operator, upon such terms and conditions as the Board may deem advisable. In the event the Board re-lets the Premises, Operator shall be obligated to pay, in addition to the deficiencies in the Concession Fee and Rent for Premises and the re-letting rent amount, all necessary renovation and alteration costs and expenses, attorney's fees, and real estate commissions. Said necessary renovations and alterations, attorneys' fees, and real estate commissions paid shall be deemed additional rent due and owing by the Operator. The Board shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Board. Thereafter, if the rents collected upon re-letting are insufficient to pay the original Concession Fee and Rent for Premises and the additional rent due and owing as described above, the Board may bring an action for any deficiencies due and owing to the Board as a result of the Operator's default under the terms and conditions of this Agreement.

7.6.2 If the Board shall have the right to re-enter and take possession of the Premises hereunder, it may enter and eject Operator and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any other remedies of the Board; and without liability for any interruption of the conduct of the affairs of Operator or those claiming through or under it. The Board's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

8. MISCELLANEOUS PROVISIONS

8.1. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.2. Approval or Direction by Board. Wherever consent, approval or direction by the Board is required under this Agreement, such consent, approval or direction by the Board shall be effective if given by the Director or his designee in the manner set forth in this Agreement.

8.3. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements whether written or oral. This Agreement may not be altered, modified or changed in any manner except by a writing signed by both parties.

8.4. Relationship of the Board and Operator. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Operator and the Board shall be deemed to create any relationship other than that of Operator and the Board.

8.5. Quiet Enjoyment. Upon substantial compliance by Operator with the provisions contained in this Agreement, Operator shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by the Board or any other person or persons. The Board warrants that it has good and marketable title to the Airport and the Premises and that there are no liens, charges, encumbrances, or rights of third parties that have a prior right to the interest of Operator under this Agreement.

8.6. Non-Waiver of Breach. The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Board to any act by Operator requiring Board's consent shall not be deemed to waive consent to any subsequent similar act by Operator.

8.7. Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Board's option, defend the Board at Operator's expense by counsel satisfactory to the Board.

8.8. Applicable Law, Venue, Waiver of Trial by Jury. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Wyoming. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for Wyoming or the Teton County District Court for the State of Wyoming, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

8.9. Notices. All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail return receipt requested, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

BOARD: Executive Director
Jackson Hole Airport Board
PO Box 159
1250 East Airport Road
Jackson, Wyoming 83001

OPERATOR: Steve Jones
Overland West, Inc. d.b.a. Hertz Rent A Car
2805 Washington Blvd., P.O. Box 590
Ogden, UT 84401

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier, or three (3) days after such notice is deposited in in the U.S. Mail, postage prepaid.

8.10. Time of Essence. It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

8.10. Paragraph Headings. Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.11. Authority of Operator's Representative. As an inducement to the Board to execute this Agreement, the undersigned representative of Operator represents that he/she is expressly authorized to execute this Agreement and to bind Operator to the terms and conditions hereof and acknowledges that the Board is relying upon this representation, authorization and execution.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

JACKSON HOLE AIRPORT BOARD

Attest:

Bob McLaurin, Secretary

By: _____
Valerie Brown, President

**OVERLAND WEST, INC. DBA HERTZ
RENT A CAR**

Attest:

Secretary

By: _____

DRAFT

Jackson Hole Airport (JAC)
Airport Facilities Lease and Rental Car Concession Agreement
Serving the Commercial Terminal and Commercial Airline Passengers

Space Selections – January 25, 2024

Exhibit 1 – Diagram of Terminal Building Positions

Position 1 Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

Position 2 Selected By: Overland West, Inc dba Hertz Brand

Position 3 Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

Exhibit 2 – Diagram of Ready Return Blocks

Rental Car Block #1 Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

Rental Car Block #2 Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

Rental Car Block #3 Selected By: Overland West, Inc dba Hertz Brand

Exhibits 3 & 4 – Diagram of QTA Facility Bays and Parking Blocks

QTA Facility Bay #1 and Queuing Lanes Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Facility Bay #2 and Queuing Lanes Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Facility Bay #3 and Queuing Lanes Selected By: Overland West, Inc dba Hertz Brand

QTA Parking West – Block A Selected by: Overland West, Inc dba Hertz Brand

QTA Parking West – Block B Selected by: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Parking West – Block C Selected by: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Transport Storage – Block I Selected by: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Transport Storage – Block II Selected by: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Transport Storage – Block III Selected by: Overland West, Inc dba Hertz Brand

Selections Acknowledged By:

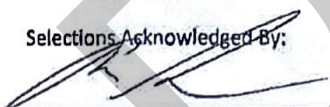
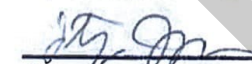
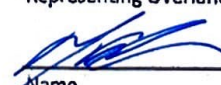
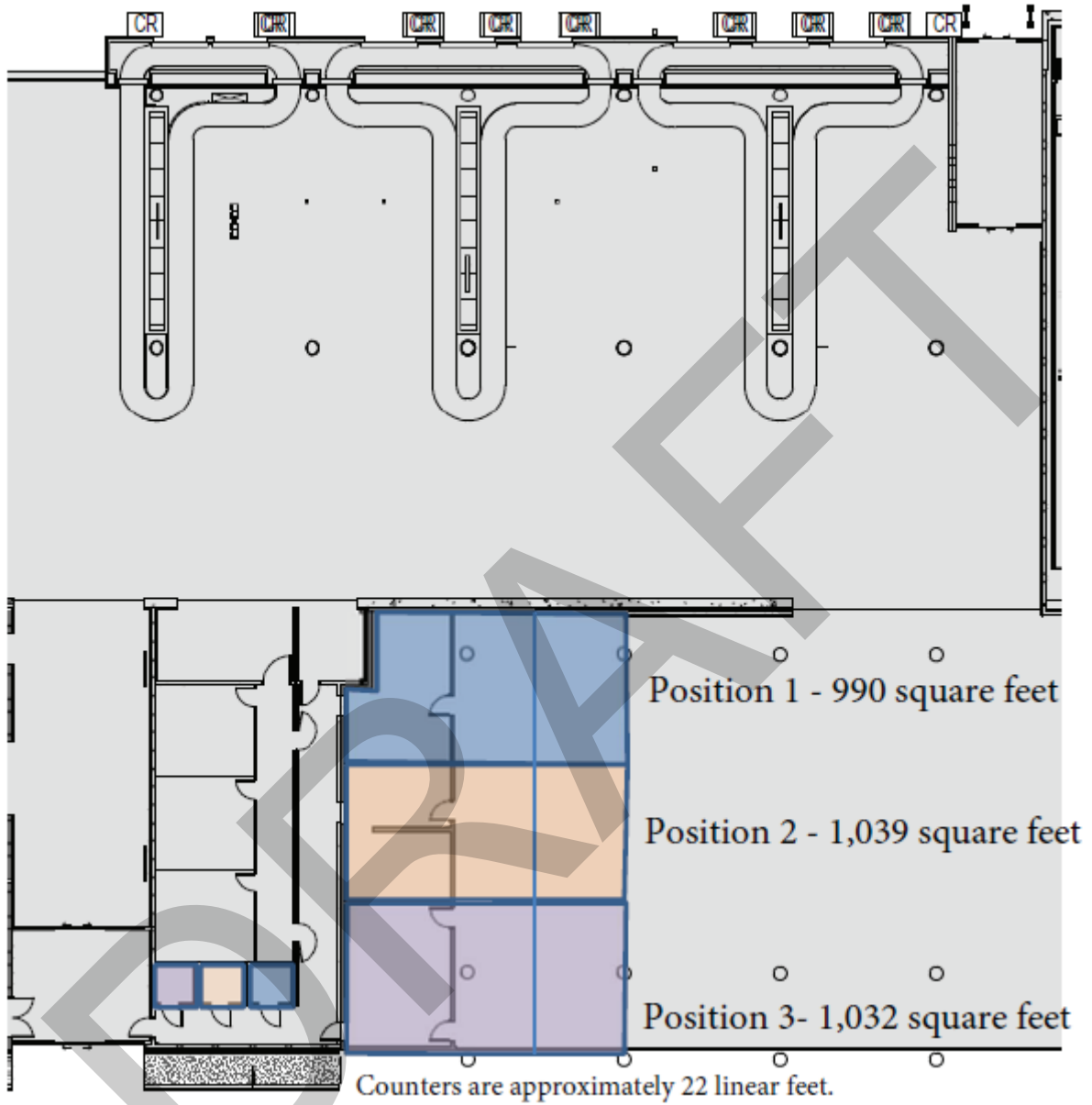
	Properties Director - West	1/25/24
Name	Title	Date
Representing Avis Budget Car Rental, LLC dba Avis and Budget Brands		
	VP/GM Rental Operations	1/26/24
Name	Title	Date
Representing Overland West, Inc dba Hertz Brand		
	VP/GM	1-26-24
Name	Title	Date
Representing Enterprise Holdings of UT, LLC dba Enterprise and National Brands		

EXHIBIT 1 – Diagram of Terminal Building Positions



The positions are 22 feet wide – 19 feet of counter and a three-foot door opening.

Not to scale.

EXHIBIT 2 – Diagram of Ready Return Blocks



EXHIBIT 3 – Diagram of QTA Facility Bays



EXHIBIT 4 – Diagram of QTA Parking Blocks



There will be three rounds of selections for successful proposers to select their QTA Facility Bays, Queuing Lanes and QTA Parking Blocks:

Round 1 - Successful Proposers will select their QTA Facility Bay as depicted on Exhibit #3 which will include the associated queuing lanes depicted as QTA Parking South and QTA Parking North in blue and aqua on Exhibit #4.

Round 2 - Successful Proposers will select their QTA Parking Block depicted as QTA Parking West in yellow on Exhibit #4.

Round 3 - Successful Proposers will select their QTA Transport Storage lane as depicted in red on Exhibit #4.

**JACKSON HOLE AIRPORT
RENTAL CAR ACDBE ATTAINMENT REPORT**

Rental Car Brand: _____

Business name: _____

This company/business, is is not, a certified ACDBE firm
(if a certified ACDBE please provide evidence of this certification and percentage of direct ACDBE
ownership of business) _____ % ACDBE direct ownership of business

Reporting Period: From: _____, 20 _____ To: _____, 20 _____

Reported By: _____

Name _____ phone # _____

Gross Revenues for this period \$ _____ Concession fees paid to the Airport \$ _____

Dollar value of goods & services purchased or leased by this company from _____

Certified ACDBEs: \$ _____

Name of ACDBE firms included in this figure:

Description of Good Faith Efforts to obtain other ACDBE providers of goods and services:

I certify that the above information is true and accurate to the best of my knowledge and accurately
reflects our ACDBE participation and good faith efforts during the period indicated.

Owner/Manager

Date

Exhibit #6

**JACKSON HOLE AIRPORT (JAC)
RENTAL CAR CONCESSION - MONTHLY REPORTING FORM**

Revenue Report for the Month of: _____

Operator Name: _____

Prepared By: _____

Gross Revenues (attach detail): _____

Concession Fee: _____

Less 1/12th MAG*: _____

Additional Concession Fee Due: _____

Number of Transaction Days: _____

CFC per Day = _____

Total Number of Nights Vehicles
Stored in the Storage Spaces: _____

Storage Space Rents = _____

Amount Due at time of report: _____

Total Number of Transactions: _____

Report to be submitted electronically to:
Michelle Anderson at Michelle.Anderson@jhairport.org
And copied to Robin Usher at Robin.Usher@jhairport.org

Payments should be mailed to:
Jackson Hole Airport
P.O. Box 139
Jackson, WY 83001

*1/12th of the Minimum Annual Guarantee (MAG) is due on the first day of each month.

JACKSON HOLE AIRPORT (JAC)
RENTAL CAR CONCESSION - MONTHLY REPORTING FORM
OVERFLOW / STORAGE PARKING

Report for the Month of: _____

Operator Name: _____

Day of the Month:

1	2	3		
4	5	6		
7	8	9		
10	11	12		
13	14	15		
16	17	18		
19	20	21		
22	23	24		
25	26	27		
28	29	30		
31				

Total Number of Nights Vehicles
Stored in the Storage Spaces: _____
(Report on previous page)

Exhibit #7

Jackson Hole Airport Board
 Jackson Hole Airport
 QTA Service Facility
 Operations and Maintenance Annual Budget
 Updated 10.27.2023

This budget includes one year operations and maintenance estimates for the building common areas and building exterior. This budget specifically excludes any operations and maintenance expenses related to the fueling facility. The budget also excludes any expenses associated with operations inside of leased space - no expenses are included for separately metered utilities or exclusive leased space repairs and maintenance. **

EXPENSES:	Total	Notes
Utilities - Natural Gas	N/A	Rental Car Company
Data Services (fiber, phone, etc.)	N/A	Rental Car Company
Janitorial Supplies	N/A	Rental Car Company
Janitorial Labor	N/A	Rental Car Company
Soap and Detergent Supplies	N/A	Rental Car Company
Utilities - Electricity	\$ 30,000	One electric meter, will be billed to companies based on actual usage and bill from LVE.
Utilities - Water	N/A	
Utilities - Sewer	\$ 10,000	Based on Historic Actual
Utilities - Refuse	\$ 10,000	
Utilities - Stormwater Filtration	\$ 1,000	
Utilities - Oil/Water Separator Sumping	\$ 30,000	Based on Historic Actual
Snow Removal Equipment/Supplies	\$ 20,000	Tenant still responsible for daily snow removal in storage area, but notify Operations and we will clean the lot with our heavy equipment. Rental ready area cleaning will need to be coordinated (cars moved) with Operations.
Snow Removal Labor	\$ 25,000	
General expenses including fire alarm monitoring, Airport maintenance personnel	\$ 80,000	
Security Monitoring	\$ 8,000	Based on historic expenses
Management/Administration Labor	\$ 20,000	Based on historic expenses
Insurance	\$ 80,000	Based on historic expenses
Subtotal O&M Expenses	\$ 314,000	
Total Year 1 Projected O&M Budget	<u>\$ 314,000</u>	

*Does not include the O&M Reserve.

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT
SERVING THE COMMERCIAL TERMINAL AND COMMERCIAL AIRLINE
PASSENGERS
BETWEEN THE JACKSON HOLE AIRPORT BOARD
AND
ENTERPRISE RENT-A-CAR COMPANY OF UT, LLC
OPERATING AS ENTERPRISE RENT-A-CAR AND NATIONAL CAR RENTAL**

**AIRPORT FACILITIES LEASE
AND RENTAL CAR
CONCESSION AGREEMENT
JACKSON HOLE AIRPORT**

THIS AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT (“Agreement”) is made effective as of May 1, 2024, between the JACKSON HOLE AIRPORT BOARD, a body corporate, organized under the laws of Wyoming, and having its principal office at the Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and Enterprise Rent-A-Car Company of UT, LLC, a Limited Liability Company organized under the laws of Utah, and having a principal address of 7144 S State Street, Midvale, UT 84047 ("Operator"). The Board and Operator may be referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

The parties recite and declare that:

- A. The Board is the operator and proprietor of the Jackson Hole Airport (the “Airport”).
- B. Automobile rental services serving the commercial service terminal and commercial airline passengers at the Airport are desirable for the proper accommodation of passengers arriving at and departing from the Airport.
- C. The Board desires to make said services available at the Airport and the Operator is qualified, ready, and able to perform or see to the performance of said services.
- D. In consideration of the foregoing and of the mutual covenants and agreements herein, the Board is willing to lease to the Operator a portion of the Airport premises, and grant the Operator certain non-exclusive rights and privileges, and Operator is willing to accept and lease such premises under the terms and conditions set forth herein.

1. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement. Terms capitalized but not defined in this Section 1 shall have the meaning ascribed to such terms in the Agreement.

- 1.1. “Commercial Terminal” or “Terminal” as used herein is the passenger Terminal Building at the Airport where passengers arrive and depart on commercial airline flights, as it now exists or as may be hereafter altered or expanded.
- 1.2. “Customer Facility Charges” or “CFCs” as used herein shall mean, those fees authorized pursuant to resolution by the Board and required to be collected by Operator and remitted to the Board.

1.3. “Director” as used herein shall mean, the executive director and manager of the Airport, as may be designated from time to time by the Board.

1.4. “Gross Revenues” as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its customers, after discounts applied at the time of rental, by Operator for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Operator. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Operator by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Operator’s operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Operator’s customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

1.4.1. Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Operator of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

1.4.2. Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions directly related to Operator’s rental car operations at the Airport set forth below:

1.4.2.1. Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Operator’s operations which are separately stated on customers’ rental contracts and collected from customers of Operator;

1.4.2.2. Those fees referred to in this Agreement as Customer Facility Charges or CFCs;

1.4.2.3. Amounts received as insurance proceeds or otherwise specifically for actual loss, conversion, or abandonment of or damages to vehicles or other property of Operator;

1.4.2.4. Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Operator’s operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

1.4.2.5. Reimbursements for amounts actually paid for towing, impound fees, tolls and toll violations, parking tickets, windshield replacement, and other governmental fines and fees from its customers to pass through without markup to an independent third party with no amount being retained by Operator. However, any amounts collected about the pass through amount shall be included as Gross Revenue under this Agreement.

1.5. “Operations Year” shall mean May 1 through April 30 of each year.

1.6. “Ready/Return Block” consists of rental car vehicle parking spaces combined into three exclusive leased blocks in front of the Terminal for vehicle pick up and return by customers of Operator as shown on Exhibit #2.

1.7. “Rental Car” or “Motor Vehicles” shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, station wagons, four-wheel drive vehicles, passenger vans, sports-utility vehicles, and pick-up trucks rated one-ton or less.

1.8. “Storage Spaces” shall mean those rental car vehicle spaces, other than those in the Ready/Return Block and QTA Parking Block, located at one or more locations on the Airport designated by the Director and available for Operator vehicle storage on an interim basis.

1.9. “Transaction” shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.

1.10. “Transaction Day” shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car company rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car company collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

1.11. “QTA Facility” shall mean the quick-turn-around facility building and associated improvements at the Airport.

1.12. “QTA Facility Bay” shall mean that portion of the QTA Facility which is leased on an exclusive use basis to Operators.

1.13. “QTA Parking Blocks” consists of rental car vehicle parking spaces combined into exclusive leased blocks in the vicinity of the QTA Facility for vehicle parking and storage as shown on Exhibit #4.

2. TERM

2.1. The term of this Agreement shall be three (3) years commencing on the date May 1, 2024 and ending April 30, 2027 unless sooner terminated or canceled as hereinafter provided.

2.2. Operator acknowledges that this Agreement contains no renewal clause and is subject to the Board’s stated intent and obligation to expose the Premises and rights

granted hereunder to a public competitive selection process at the expiration or termination of this term.

2.3. Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of the Board, shall constitute a tenancy from month-to-month. The month-to-month tenancy shall be subject to all other terms and conditions of this Agreement with the exception of rents, charges and fees; which shall be determined solely by the Board.

3. RIGHTS AND PREMISES GRANTED

3.1. Concession Rights Granted.

3.1.1. Operator is hereby awarded an Agreement to operate a Rental Car business at the Airport on a non-exclusive basis in common with others having similar agreements for the sole purpose of arranging and providing Rental Car services. The Operator shall not conduct any other business at Airport without the prior written consent of the Board.

3.1.2. Operator shall conduct said Rental Car business in a first-class manner, consistent with the highest quality delivery of goods and services in like settings. Operator shall offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Operator and the Board. Operator shall offer quality vehicles and shall equip, organize, put into service and manage the Premises so as to provide service within an attractive and pleasant atmosphere.

3.1.3. Operator agrees it will not disturb the Airport or any other tenant, person or licensee using the Airport, make or permit any disturbance or any unusual noise, vibration or other condition on or at the Airport.

3.1.4. Operator, its agents, employees, patrons and suppliers and other persons doing business with Operator shall have the right of ingress and egress to and from the Leased Premises over the Airport roadways, subject to regulations governing the use of the Airport.

3.1.5. Operator is a Limited Liability Corporation and is authorized to do business in the State of Wyoming under the brand names of Enterprise Rent-A-Car and National Car Rental. Operator shall do business at the Airport only under that brand name or brand names, and as that entity, unless this Agreement is amended in writing and approved by the Board pursuant to the terms of this Agreement.

3.2. Leased Premises.

3.2.1. The Board hereby leases to Operator the following premises, hereinafter referred to in their totality as the "Premises", as designated on **Exhibit #1, Exhibit #2, Exhibit #3** and **Exhibit #4**, attached hereto and made a part hereof. Said Premises are more particularly described as follows:

3.2.2. Terminal Building Counter/Office/Queuing Position: Position number three (#3) of the counter/office/queuing area in the Terminal Building, as designated on **Exhibit #1** attached hereto and made a part hereof.

3.2.3. Ready/Return Block: Ready Return Block number one (#1) as shown on **Exhibit #2**, attached hereto and made a part hereof.

3.2.4. QTA Facility Bay and Queuing Lanes: Bay number one (#1) of the QTA Facility and associated queuing lanes as designated on **Exhibit #3** attached hereto and made a part hereof including the rental car service bay together with all fixtures, paving, fencing, grating, underground wires, cables, drains, and property of every kind and nature which is attached to said QTA Facility Bay.

3.2.5. QTA Transport Storage and QTA Parking Block: QTA Transport Storage Block II and QTA Parking Block B as shown on **Exhibit #4**, attached hereto and made a part hereof.

3.2.5.1. The Board reserves the right to use a portion of the QTA Queuing Lanes and QTA Parking Blocks during peak public parking demands as determined by the Board. If the Board utilizes a portion of Operator's QTA Queuing Lanes or QTA Parking Block, a credit will be given for the amount of time that portion of a lane or block is not available to Operator.

3.2.6. Storage Spaces: The Board hereby leases to Operator jointly with other rental car Operators Storage Spaces designated for the storage of vehicles that Operator intends for rent at the Airport. The Board grants Operator use of such compressed vehicle Storage Spaces, with a seasonally varying number of additional Storage Spaces, if any, being allocated and assigned by the Director among all rental car agencies operating at and from the Airport, based upon and in proportion to Operator's minimum guaranteed bid. Operator shall submit any requests for additional storage parking in writing to the Director at a minimum of seven (7) days in advance.

3.3. Use of Premises. Operator shall use and occupy the Premises solely for the purpose of maintaining a commercial Rental Car location and conducting a non-exclusive commercial Rental Car operation, as defined and authorized herein. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby

prohibited, except as by separate express prior written permission from the Director and under such terms and conditions as the Board, in its sole discretion, shall determine. Permitted uses, if such activities are conducted in a place and in a manner permitted by the Board, shall be limited to the following:

3.3.1. Storage, staging, washing, fueling of Motor Vehicles available for rent including movement of such vehicles necessarily incidental to these activities.

3.3.2. Staffing of the designated counter/office/queuing position in the Terminal for the purpose of providing information and arranging for and completing Transactions.

3.3.3. Identification of Operator's counter/office/queuing position, ready/return stalls and vehicle storage by signs or logos in numbers, size, color, design, content and type as approved in advance in writing by the Director.

3.3.4. Use of the common use areas associated with the QTA Facility, which shall include roadways (and egress and ingress) and the Airport's fuel facility, all of which shall be used in common by Operator and others as approved by the Board and pursuant to rules and policies adopted by the Board.

3.3.5. Parking, storage and rental on and from the Premises of only Motor Vehicles as defined hereinabove. No other vehicles, including trucks above 5,000 lbs. empty vehicle weight, motorhomes, buses, motorcycles, trailers, boats, or non-passenger vehicles shall be permitted on the Airport, without express prior written permission of the Director, at the discretion of the Board, under such fees, terms and conditions as the Board may require.

3.3.6. With respect to the QTA Facility Bay, the washing, cleaning, light maintenance, fluid replacement, vacuuming, storage and related activities for preparing its on-Airport vehicles pursuant to this Agreement, provided that washing of vehicles shall be conducted only in Operator's QTA Facility Bay.

Operator shall not use the Premises for any other purpose and is prohibited from servicing vehicles not for rent at the Airport, or for the sale of rental vehicles, without the prior written consent of the Director. Operator shall use the entire Premises for the conduct of such business in a professional manner continuously during the entire term of this Agreement.

3.4. Acceptance of Premises.

3.4.1 Operator agrees that its Premises have been inspected by Operator, are accepted for its purposes, and will be occupied by Operator on an "as is" basis. The Operator specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of habitability or fitness for use.

3.4.2 Operator expressly waives any and all claims against the Board, its agents and employees of whatever nature, for any and all loss or damage sustained by Operator, except loss or damage caused by the sole negligence of the Board, its agents or employees, including interruption of Operator's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or in the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

3.5 Substitution or Provision of New Facilities.

3.5.1. The Board may build or provide, or cause to be built or provided, new or substitute facilities at the Airport. In the event of the construction and occupancy of new or substitute facilities at the Airport during the term of this Agreement, the following shall apply:

3.5.2. The Board agrees to set aside counter/office/queuing position, ready/return spaces and storage spaces for use by Operator.

3.5.3. Operator agrees to relocate operations from the Premises to the new or substituted premises and to thereafter conduct its operations therefrom. The new or substituted facilities shall be comparable to the previous facilities or better in terms of size, location and finish, all at the discretion of the Board. In the event the Board requires the move of facilities, the Board will reimburse reasonable actual out-of-pocket costs associated with the relocation as approved in advance subject to a maximum amount established by the Board.

3.5.4. Upon such relocation the Board shall have the right to demolish or use the existing the Premises as it sees fit.

3.6. Alterations, Improvements and Trade Fixtures.

3.6.1. All repairs made by the Operator or on its behalf shall be of high quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by the Board, Federal, State or local authority having jurisdiction over the work in or to the Premises.

3.6.2. No improvements, structures, alterations or additions shall be made in, to or upon the Premises without the prior written consent of the Director. All such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the Director.

3.6.3. Inside storage of material is required. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste, or debris. Wrecked or non-operational

Motor Vehicles shall be removed from the Premises as soon as possible, but in all cases within three (3) days.

3.6.4. The installation of any type of fencing is prohibited on the Premises.

3.6.5. Upon providing notice, if possible, the Board or its duly appointed representatives shall have the right to enter the Premises to:

3.6.5.1. Inspect the Premises during Operator's regular business hours or at any time in case of emergency to determine whether Operator has complied with and is complying with the terms and conditions of this Agreement and other enumerated and health/operational standards. The Board may, at its discretion, require Operator to effect repairs at Operator's own cost.

3.6.5.2. Perform any and all things which Operator is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to the Premises or to respond to any public health or safety emergency. Notwithstanding the above, in the event of an emergency condition, the Board or its duly appointed representatives shall have the right to enter the Premises to perform maintenance repair or replacement.

3.6.5.3. Undertake the maintenance, repair or replacements requested by the Board if Operator refuses or neglects to make any repairs necessitated by the negligent acts or omissions of Operator, its employees, agents, servants or licensees. The Board shall have the right to make such repairs on behalf of and for Operator if Operator has not commenced such repairs with five (5) days after written notice by the Board. The cost for such work, plus a twenty percent (20%) administration fee, shall be paid for by Operator within ten (10) days following demand by the Board for said payment.

3.6.6. Any improvements and alterations to the Premises thereon with respect to which the Board has given its written consent, shall be done at Operator's sole cost and expense and Operator shall not cause or permit any statutory claims or liens to be filed against the Premises or against the buildings or other improvements thereon by reason thereof and hereby does indemnify the Board against all costs and liabilities arising from such claims or liens filed as a result of Operator's activities.

3.6.7. Upon expiration of the Agreement or the earlier termination thereof, title to all improvements shall automatically and without compensation to Operator become Board property. Operator shall surrender the improvements to the Board at the expiration of the Term or earlier termination of this Agreement, free and clear of all liens and encumbrances, other than those, if any, permitted under this Agreement or otherwise created or consented to by the Board. Operator agrees to execute,

acknowledge, and deliver to the Board any instrument requested by the Board as necessary in the Board’s opinion to perfect the Board’s right, title, and interest to the improvements and the Premises. The Board shall peaceably surrender possession of the Premises in good condition, excepting only reasonable wear and tear, and capable to be relet by the Board without significant repairs.

3.6.8. Operator shall have the right, during the term hereof, at its own expense, at any time and from time to time, to install, maintain, operate, repair and replace any and all trade fixtures, removable structures, and other personal property used from time to time in its operations at the Airport, all of which shall be and remain the property of Operator except as herein provided, and may be removed by Operator prior to the expiration of the term of this Agreement, provided, however, that Operator shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute a holdover, but all such property not removed upon termination of the Agreement shall be deemed abandoned and thereupon be the sole property of the Board. The Board may reject said trade fixtures or personal property and require Operator to reimburse the Board for the cost to dispose of said fixtures and/or personal property.

4. OBLIGATION OF OPERATOR

4.1. Concession Fee, Rents, and Fees.

4.1.1. Concession Fee. Operator shall pay to the Board a Concession Fee annually, outlined below, as compensation for the rights and privileges granted to it pursuant to this Agreement:

4.1.1.1. Concession Fee – the greater of either:
ten percent (10%) of Operator’s annual Gross Revenues (“Percentage Fee”);
or

4.1.1.2. the respective yearly amount shown below as the Operator’s Minimum Annual Guaranteed fee (“MAG”):

May 1, 2024 to April 30, 2025	\$2,435,073.00
May 1, 2025 to April 30, 2026	\$2,435,074.00
May 1, 2026 to April 30, 2027	\$2,435,075.00

4.1.1.3. Monthly payment shall be the greater of 1/12th of the respective year’s MAG or 10% of reported Gross Revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as Operator has paid to the Board an amount equal to the respective annual MAG identified in Article 4.1.1.2 above. On or before the 20th of each month, Operator shall provide the Board with (i) a signed and certified Report of Gross Revenues for the preceding month (ii) payment of any Percentage Fee shown to be due

for the preceding month, as designated on Exhibit #6, attached hereto and made a part hereof.

4.1.1.4. Once the sum of Concession Fee payments remitted has reached the MAG in any given Operations Year, the Operator may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. The Operator shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

4.1.1.5. Operator acknowledges that Concession Fee payments by Operator to the Board under this Agreement are for Operator's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Board upon Operator's customers. The Board does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Operator charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the definition of Gross Revenues for purposes of remittance to the Board; (d) Operator shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such fee.

4.1.1.6. Other than the Concession Recovery Fee and Customer Facility Charge, Operator shall not pass-through or list any fees payable to Board as a separate item on the Customer Rental Agreement.

4.1.2. Payment of Rent. Operator shall pay to the Board, in advance, on the 1st day of each month the following Rent:

4.1.2.1. For the period commencing May 1, 2024 through June 30, 2024, Operator shall pay the sum of Fifty-Four Dollars and Ninety-Two Cents (\$54.92) per square foot per annum for one thousand and thirty-two (1,032) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing July 1, 2024, July 1, 2025 and July 1, 2026, the per square foot per annum rent shall be the same per square foot per annum counter/office/queuing rate paid by the Airlines serving the Airport.

4.1.2.2. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Forty Nine Cents (\$0.49) per square

foot, per month for eighteen thousand four hundred and fifteen (18,415) square feet in Ready/Return Block #1.

4.1.2.3. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay a Land Use Fee for the QTA Facility to sum of Nine Cents (\$0.09) per square foot per month for the Operator's proportionate share of the land footprint of the QTA Facility, which is six thousand two hundred and twenty-three (6,223) square feet.

4.1.2.4. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Forty Cents (\$0.40) per square foot, per month for sixteen thousand five hundred thirty (16,530) square feet in Queuing Lanes #1 (9,960), QTA West Parking Block B (4,400) and QTA Transport Storage Block II (2,170).

4.1.3. Rent for Premises - Storage Spaces located on the Airport based on use. Operator shall pay to the Board, no later than the 20th day following the end of the month the following Storage Space rent:

4.1.3.1. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Seven Dollars (\$7.00) for each vehicle each day the vehicle is parked overnight in a Storage Space. A sample reporting form is attached hereto as Exhibit #6.

4.1.4. QTA Fee for QTA Facility Operation & Maintenance Costs. Operator shall pay a monthly QTA Fee for QTA Facility operation & maintenance costs in the amount of Operator's Proportionate Share (as defined below) of 1/12 of the annual O&M Budget for the QTA Facility as presented by the Board. The Funds shall be deposited into an account administrated by the Board or its designee for payment of actual O&M expenses to be paid by the Board for operation of the QTA Facility. The first year's QTA O&M budget is here by incorporated and attached as Exhibit #7. If at any time during the term of this Agreement the balance in such O&M account falls short of the funds required to operate and maintain the QTA Facility, the Board may invoice Operator for its proportional share of the funds reasonably required to operate and maintain the QTA Facility, Operator shall remit funds to Board within thirty (30) days of invoice.

4.1.4.1. At the end of each Operations Year, the Board shall provide a statement of expenses to each operator reconciling total QTA O&M costs incurred, allocation of such costs to each operator based on operator's actual transactions information for the period covered, and calculation of any over or under payments made by each operator. In the event the amount of payments made by Operator exceeds the total of payments due based on the reconciliation, the excess payment shall be credited against payments for the next Operations Year, except that any

excess payment during the final Operations Year of this Agreement will be returned to Operator within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Operator is below the total of payments due based on the reconciliation, Operator shall remit such underpayment to the Board within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice for the underpayment.

4.1.4.2. Operator's current proportionate allocation (share) is 26.1%, ("the "Proportionate Share") based initially on the Board's estimate of Operator's total number of rental car Transactions at the Airport to the total number of Transactions by all on-Airport rental car companies. Operator's Proportionate Share will be adjusted each Operations Year by the Board based on its Transactions share. Operator agrees to provide the Board rental car transaction information monthly as part of its monthly report to the Board.

4.1.4.3. Monthly QTA Facility O&M expenses will include all cost incurred by the Board to operate and maintain the QTA Facility in good, clean and sanitary condition as it determines in its sole discretion.

4.1.4.4. Operator is specifically responsible for all operation & Maintenance expenses related to use of their QTA Facility Bay, including but not limited to separately metered utilities.

4.1.5. Fuel Use Reimbursement. Operator shall pay to Board monthly upon receipt of invoice from Board, reimbursement for fuel gallons purchased at the fuel dispensing unit at the QTA Facility during the previous month. The Fuel Use Reimbursement invoice will include the Board's cost of fuel plus fifteen percent (15%) for use of the new fueling facility.

4.1.6. Collection of CFCs. The Operator shall (i) collect Customer Facility Charges ("CFCs") on behalf of the Board, (ii) hold in trust for the Board's benefit, and (iii) remit to the Board the full amount of the Transaction Day fee collected from each rental Car customer for use by the Board for authorized purposes. The Board reserves the right to adjust the CFC during the term of the Agreement. The Operator may identify the CFC as a separate charge on its estimates, invoices and receipts for rental car customers.

4.1.7. Remittance of Payments. Any and all payments due to the Board by Operator shall be remitted to the following address:

Jackson Hole Airport Board
Attn: Accounts Receivable
P.O. Box 159
1250 East Airport Road
Jackson, Wyoming 83001

4.1.8. Year End Adjustments to Concession Fees, Rents and Fees. Within ninety (90) days following the end of each Operations Year, Operator shall be required to submit to the Board a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the amount of Gross Revenues for the previous Operations Year "Certified Statement". In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Operator within thirty (30) days after the Board's acceptance of the final Certified Statement described in this Article. Operator shall submit separate system generated reports for each brand name operated.

Within ninety (90) days after each Operations Year, Operator shall prepare and submit to the Board a certified statement of Operator's actual total number of Transactions, Transactions Days and number of automobile days Operator stored vehicles overnight in Storage Spaces at the Airport for the most recent Operations Year.

4.2. Operator's Right of Abatement. In any Operations Year where the total deplanements at the Airport decline by fifteen percent (15%) or more as compared to the prior Operations Year, Operator's MAG for such Operations Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Board reasonably determines during any Operations Year that a MAG reduction is likely, the Board may waive Operator's obligations to remit the monthly 1/12th MAG instalment payments for any period of time the Board deems appropriate in its sole discretion, but Operator shall continue to remit the Percentage Fee each month regardless.

4.3. Failure to Pay Rent or Fees.

4.3.1. No demand for rent or fees need at any time to be given. In the event Operator fails to pay rents, fees, charges or billings as required under the provisions of this Agreement after the payments become due, as described in Article 4.1, interest at 18% per annum shall be assessed until fully paid. The implementation of this provision shall not preclude the Board from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

4.3.2. All payments hereunder shall be considered delinquent if not received by the twentieth (20th) of the month due. If the twentieth (20th) of the month is a Saturday, Sunday or Federal holiday, that payment shall be delinquent if not received on the following business day.

4.4. Financial Conditions.

4.4.1. Security: During the term of this Agreement, the Board shall require Operator to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the Board, in its sole discretion, in the amount of Five Hundred and Thousand Dollars (\$500,000.00), in order to secure the performance of all of Operator's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security shall be in the form of a performance bond, on a form acceptable to the Board.

4.4.2. Records of the Operator: Operator covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Board for the determination of any CFC, Concession Fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event Operator institutes an audit of its own records, the Board reserves the right to receive a copy of said audit. Operator shall keep and maintain for a period of not less than thirty-six (36) months after the expiration or termination of this Agreement, true and accurate records, accounts, books and data accounting for all business conducted at the Airport. Operator agrees to operate its business at the Airport so that a duplicate rental agreement invoice, computer generated, shall be issued with each Transaction, whether for cash or credit. Operator shall submit separate system generated reports for each brand operated.

4.4.3. Audit: The Board reserves the right, at the Board's expense, to inspect all Operator's financial records for the purpose of verifying Gross Revenues, number of Motor Vehicles stored on the Airport daily and CFCs. The Board shall give Operator fourteen (14) days written notice of said inspection of records. Further, the Board reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all Operator's financial records, including, but not limited to, those maintained in Jackson, Wyoming. If, as a result of said audit, it is determined that Operator has understated the Gross Revenues by three percent (3%) or more per Operations Year, the entire expense of said audit shall be borne by Operator. Any additional percentage fee due shall be paid by Operator to the Board, with interest thereon at eighteen percent (18%) per annum, from the date such additional fees became due which is the day under reporting commenced. All records, accounts, books and data accounting of Operator shall be provided in electronic format.

4.5. Indemnity and Insurance.

4.5.1. Indemnity and Waiver of Damages.

4.5.1.1. Operator shall defend, indemnify and hold the Board harmless from and against any claim loss, expense or damage to any person or property in or upon the Airport by operator or its agents, employees or invitees arising out of Operator's use of the Airport or any act or neglect of operator or operator's servants, employees or agents.

4.5.1.2. The Board reserves all rights to assert any claims and defenses available to it, whether as against Operator or any third party, pursuant to the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.*

4.5.2. Insurance.

4.5.2.1. Operator 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.

4.5.2.2. All insurance required hereunder shall be procured and maintained (i) at Operator's expense, (ii) for the entire term of the Agreement, and (iii) with insurance underwriters qualified to transact business in the State of Wyoming and having an AM Best rating of "A" or better.

4.5.2.3. All policies required hereunder shall identify the Board and its respective members, officers, and employees as an additional insured. Further, such policies shall be primary and any insurance maintained by the Board shall be considered excess.

4.5.2.4. Operator agrees to include the insurance requirements set forth in this Agreement in all subcontracts, if any, hereunder. The Board shall hold Operator responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Board reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Operator if, in the operator's opinion, such variations do not substantially affect operator's interests.

4.5.2.5. After the execution of this Agreement, Operator shall promptly furnish to operator a copy of a policy or policies of insurance. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have been given to the Board.

4.6. Taxes. Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. Operator shall be responsible for payment of any statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents, employees, or Operator's property, occupancy of, or other activities on the Premises. Nothing herein shall prevent Operator from protesting through due process, any taxes levied.

4.7. Additional Obligations of Operator. Operator hereby covenants and agrees:

4.7.1. That the Rental Cars used by Operator at the Airport shall be maintained, at Operator's sole expense, in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside.

4.7.2. Operator shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. Minimum counter operations hours are from one-half hour prior to the first scheduled arrival until one-half hour after the actual arrival time of the last flight. Operator shall promptly remove returned vehicles to prevent any overflow from its allocated parking areas or otherwise interfere with other operators or the Airport. The Airport may at its reasonable discretion require the Operator staff at least one employee on-duty two (2) hours prior to the first departure in the event the Operator is not promptly removing returned vehicles, in the sole determination of the Airport. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Operator may advise the Director of Operator's analysis of the optimum hours of operation, but the final determination shall be made by the Director based on their assessment of adequate service levels for the Airport.

4.7.3. That the personnel performing services at the Airport shall be neat, clean and courteous. Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business at the Airport in any manner whatsoever except through the use of signs as allowed herein.

4.7.4. Operator's personnel shall be responsible for the removal of known debris, foreign materials or other hazards in or on the Premises of the Operator.

4.7.5. Personnel are prohibited from parking personal vehicles in the Ready/Return Block, QTA Facility, QTA Parking Block, public parking areas or anywhere on Airport other than designated employee parking areas.

4.7.6. Operator agrees parking of vehicles and equipment by the Operator, its agents, servants, employees or licensees shall be restricted to those areas leased

by Operator. Operator shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein. Parking of employee vehicles is prohibited at Premises. Operator's employees shall be required to park in Director designated employee lot.

4.7.7. Operator shall educate and orient each of its employees which will drive Operator's vehicles on the Airport, with respect to speed limits, parking restrictions, lane use, and vehicular safety and courtesy on the Airport; it shall ensure that employee drivers of its vehicles on the Airport comply with Airport rules and posted signs relating to vehicle operation, and operate such vehicles in a safe, courteous and non-reckless manner; it shall periodically monitor its employees' compliance with the requirements of this paragraph; it shall ensure payment of any and all citations issued to its employees relating to vehicular operation on the Airport; and, that, after notice and opportunity for hearing before the Director, and notwithstanding the existence or lack of any criminal or traffic citation by a law enforcement officer, it shall pay contract damages to the Board in accordance with Section 4.8 for each breach by its employees of this paragraph with respect to Airport speed limits and/or traffic rules while operating one of Operator's vehicles. Such violations may be established by radar, still and/or motion photography, the eyewitness testimony on Board employees, or by any other reasonable means. Operator may appeal any such decision of the Director to the Board by filing a written appeal within seven days of such decision, and the decision of the Director shall be stayed until the appeal is decided by the Board, which Board decision shall be final and non-appealable.

4.7.8. Operator agrees to participate in the Airport's recycling program by making a good faith effort to recycle, but at a minimum shall cause waste of corrugated cardboard, carboard and paper, glass, plastic and newspapers generated by and in conjunction with its operations to be deposited so as to reasonably assure its recycling.

4.7.9. In accordance with Airport Grant Assurances, Operator shall take appropriate action to protect instrument and visual operations at the Airport. Operator shall adequately clear and protect Airport operations by removing, lowering, relocating, and marking all lighting hazards on its Premises including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by the Board.

4.7.10. That it shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning management, operation or use of the Airport. The Operator shall obtain and keep in force all permits required by law for operation of the Rental Car business.

4.7.11. That it shall meet all expenses in connection with its operation at the Airport, and the rights and privileges herein granted, including, without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon Operator, and that it will secure all such permits and licenses.

4.7.12. That it shall not engage in any business or other activity that will divert business and/or customers from the Airport to an off-site office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-Airport premises. If the Board believes, in its sole opinion, that Operator is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Operator's records, regardless of whether such records pertain to activities at the Airport or off-Airport premises. Failure to permit such inspection or rectify any violations provided herein shall be subject to the Board's right as specified in Article 7.1 – BOARD'S RIGHT OF CANCELLATION. In addition, the Board shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from the Airport.

4.7.13. That it shall comply with the rules and practices as set forth in the current Jackson Hole Airport Security Plan, as may be amended from time to time in the discretion of the Board. Any fines assessed against the Airport by the Transportation Security Administration (TSA) as a result of Operator's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Operator, its employees or agents will be paid promptly upon demand to the Board by Operator.

4.7.14. That it shall coordinate with other on-Airport rental car operators the use of its designated fueling and automated car wash facility by such other operators in the event any other fueling, or car wash equipment owned by the Airport at the QTA Facility is not operational. In the event the Board determines Operator has failed to coordinate with other on-Airport operators for use of the fueling and car wash equipment at the QTA Facility, the Board will dictate the use of the equipment.

4.7.15. The Board shall be the sole and final judge of the quality and the adequacy of the services furnished by Operator as specified herein. In the event the Board determines that Operator has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Board may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per Article 7.1 – BOARD'S RIGHT OF CANCELLATION, contained herein. However, the Board may, in its sole discretion, extend the time for compliance if, in its opinion, Operator is making progress in complying with the requirements of this Agreement.

4.8 Operations Violations and Liquidated Damages.

4.8.1 Operator recognizes that Operator's failure to adhere to the operating requirements set forth in Section 4.7 of this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, cause the Board to incur additional costs, and reduce the amount of revenues to Board. This includes Operator's failure to timely submit required reports and records. The parties hereby agree that total damages sustained by to Board for violations of Section 4.7 of this Agreement would be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the Liquidated Damage amounts, set forth below for violation of Section 4.7 of the Agreement are reasonable estimates of the losses anticipated to be suffered or incurred by Board. Operator, therefore, hereby agrees that imposition of the Liquidated Damages set forth below is fair and reasonable and Operator agrees to pay, immediately upon demand by Board, the following amounts as Liquidated Damages upon the occurrence of breaches to Section 4.7 in any Operations Year:

- \$100 per occurrence - first occurrence
- \$200 per occurrence – second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence – fourth or more occurrences

4.8.2 Liquidated Damage amounts shall not be assessed unless the violation continues for more than three (3) calendar days after the Board has given Operator written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Board has given Operator notice of the same violation more than twice during any Operations Year, no written notice shall be required prior to assessment of Liquidated Damages.

4.8.2.1 As an exception to the foregoing, violations of Section 4.7.2 may result in the immediate assessment of Liquidated Damages, without written notice by the Board or opportunity to cure.

4.8.3 The Board's failure to impose Liquidated Damages for any violation of the requirements set forth above shall not waive any right or prohibit the Board from doing so for subsequent violations.

5. RESERVED RIGHTS OF BOARD

5.1.1. Upon providing notice, if possible, the Board reserves the right to inspect the Premises and improvements throughout the term of this Agreement. Unless an emergency or unlawful condition exists which makes reasonable notice impractical, Operator, or Operator's authorized agent shall accompany the Board or its authorized representative(s) in order to inspect the Premises and any improvements thereon. The Board's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the

Premises or improvements in order to perform its duties under the rights granted by this Agreement.

5.1.2. The Board reserves the right to direct, in its sole discretion, all activities of Operator at the Airport in the event of an emergency.

5.1.3. The Board reserves the right to direct, at its discretion, Operator's operations in the event that Operator's operations are unreasonably interfering with the use by others of the Airport and/or Premises; e.g. to restrict the use of "public" areas of the Terminal, and public-access curbs, sidewalks and roadways in favor of the traveling public.

5.1.4. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Premises and existing vehicle and pedestrian traffic patterns, as the Board deems appropriate without interference or hindrance by Operator, and the Board shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such Board activities; provided, however, that the Board shall consult in advance with Operator on such changes and if Operator shall be unable to conduct reasonably normal seasonal business operations on the Premises by reason of any such Board activities, then the fees hereunder may be equitably adjusted during the period of such interruption.

5.1.5. The Board reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of the Airport and Operator agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

5.1.6. The Board reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein and also to promulgate Minimum Standards for the conduct of commercial activities related hereto including, without limitation, minimum hours of operation if the Board determines that the needs of the traveling public are not being met.

5.1.7. The Board reserves the right, to permit off-airport Rental Car companies to operate or conduct business at the Airport.

5.1.8. The Board reserves the right to take any action considered necessary to protect the aerial approaches of the Airport against obstruction or hazard, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Board or the Federal Aviation Administration would limit the usefulness of the Airport or constitute a hazard to air navigation.

5.1.9. There is hereby reserved to the Board, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage

of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise, vibration, smoke, fumes, glare, dust, fuel, particles and all other impacts as may be inherent in the operation of aircraft, now known or hereinafter developed and used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on or about the Airport.

6. OTHER PROVISIONS

6.1. Hazardous Substances.

6.1.1. Operator in conducting any activity within the Premises or in any other areas of the Airport, shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect relating to the regulation and protection of human health, safety, the environment and natural resources. Environmental Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 (2003), et. seq.), as amended; Resources Conservation and Recovery Act (42 U.S.C. Section 6901 (2003), et. seq., as amended; the Federal Water Pollution Control Act (33 U.S.C. Section 1251 (2003), et. seq., as amended; the Hazardous Materials Transportation Act of 1990 (49 U.S.C. Section 1801 (2003), et. seq., as amended; the Toxic Substance Control Act of 1976 (15 U.S.C. Section 2601 (2003), et. seq.), as amended; and the Clean Air Act of 1970 (42 U.S.C. Section 7401 (2003), et. seq.), as amended.

6.1.2. Operator shall act with due care and consistent with industry practices in connection with materials and substances used by Operator at the Airport, even if such materials and substances are not regulated by law, so as not to pose a hazard to the health or safety of Airport users or other tenants. Operator further agrees to execute and deliver to the Board any documents reasonably required by the Board in connection with any environmental matter, including disposal.

6.1.3. Without limiting the generality of the foregoing, Operator shall not cause any Toxic or Hazardous Substance to be improperly used, stored, discharged, released, or disposed of on the Premises or the Airport. "Toxic or Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified as (i) a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 Section 101, 42 U.S.C. Section 9601(14) (2003), as amended, and pursuant to the Federal Water Pollution Control Act Amendments of 1972 Section 311(b)(2)(A), 33 U.S.C. Section 1321(b)(2)(A) (2003), as amended; (ii) a "hazardous waste" pursuant to the Resources Conservation and Recovery Act Sections 1004 and 3001, 42 U.S.C. Sections 6903(5) and 6921 (2003), as amended; (iii) a "toxic pollutant" pursuant to the Federal Water Pollution Control Act Section 307(a)(1), 33 U.S.C. Section 1317(a)(1) (2003), as amended; (iv) a "hazardous air pollutant" pursuant to the Clean Air Act of 1970 Section 112(a)(6), 42 U.S.C.

Section 7412 (2003), as amended; (v) toxic or hazardous pursuant to regulations promulgated now or hereafter under the Environmental Laws; and (vi) asbestos, polychlorinated biphenyls, petroleum and petroleum derivatives, urea formaldehyde, or any perfluoroalkyl or polyfluoroalkyl substance.

6.1.4. Operator shall promptly notify the Board and any and all adjacent property tenants, in writing, if Operator has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Operator shall immediately take such action as is necessary to report to governmental agencies as required by Environmental Laws and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Operator's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements subject to Article 6.1.3 of this Agreement.

6.1.5. Operator agrees to indemnify, defend and hold harmless the Board from any and all claims, damages, from or in connection with the presence of Hazardous Substances in, on or coming from the Premises, unless the Hazardous Substances are present as a result of the sole negligence or willful misconduct of the Board its agents and employees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. With respect to cleanup of any contamination from any Hazardous Substances on the Premises, the Board and Operator agree to work together to approve cleanup criteria and investigation, monitoring and remediation activities for the Premises that comply with, but are no more stringent than the most stringent of all applicable municipal, state, and federal laws, and rules and regulations.

6.1.6. Operator shall at all times maintain an employee or consultant familiar with applicable laws and charged with responsibility for Operator's compliance with all applicable laws relating to Hazardous Substances.

Section 6.2 Intentionally Omitted.

6.3 Damage or Destruction.

6.3.1. Premises.

6.3.1.1. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Board. The Premises shall be repaired or restored at the Board's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is caused by any negligence of

Operator, its officials, agents or employees, it shall be the responsibility of Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should a portion of the Premises be untenable, not due to any negligence of Operator, rent for the affected portions of the Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs.

6.3.1.2. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, the Board shall be under no obligation to repair or reconstruct such Premises. The rent of the affected portions of Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space sufficient to allow Operator to operate. The Board shall notify Operator within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Premises. If the Board elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by any negligence of Operator, its officials, employees, or agents, in which case it shall be the responsibility of Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should the Board elect not to repair or reconstruct, this Agreement as to the destroyed or damaged Premises shall terminate on the date of notification by the Board as specified in this Article. In such event, the Board agrees to use its best efforts to obtain adequate substitute space for Operator.

6.3.2. Other Airport Property. In the event of damage or destruction of Airport property caused by the Operator, its agents, employees, or equipment, Operator agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Operator further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

6.4. Government Reservations and Restrictions. The Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

6.4.1. During time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

6.4.2. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Board and the Federal Aviation Administration or any successor federal agency.

6.4.3. This Agreement is expressly subject to the terms and conditions of the AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD dated April 27, 1983 (the "Interior Agreement"), as amended, and all applicable federal, state and local laws, rules and regulations. To the extent anything herein conflicts with the Interior Agreement or the applicable laws, rules and regulations, the provisions of the Interior Agreement, or the applicable laws, rules and regulations shall control. The Board shall be free, in the future, to renegotiate the Interior Agreement on such lawful terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Operator or any other person, and Operator shall be bound by the terms of such renegotiated agreement.

6.4.4. This Agreement shall be subordinate to the provisions of any other existing or future agreement between the United States Government and the Board relative to the use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of the Airport now or in the future.

6.5. Agreement Subordinate to Bond Issuance. This Agreement and all rights of Operator hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment by the Board to secure any bonds authorized by law to be issued for the development or improvement of the Airport including the QTA Facility, and the Board and Operator agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Board hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Operator and the Board with the terms and provisions of the bond covenants. Operator agrees to take all action reasonable and necessary to execute any amendment in writing to this Agreement to ensure that the Board remains in compliance with the terms and provisions of the bond covenants for any existing or proposed tax exempt (or non-tax exempt) financing for or on behalf of the Board.

6.6. Utilities, Construction and Maintenance – Terminal, Ready Return Blocks, QTA Parking Blocks, and QTA Facility.

6.6.1. Board's obligations: The Board shall provide Operator with the following:

6.6.1.1. Utilities to the leased counter/office/queuing position, except as hereunder stated; and

6.6.1.2. Security lights, signposts, and maintenance of same to the leased Ready/Return Block and QTA Parking Blocks.

6.6.1.3. Security lights, signposts, and maintenance of the same to the leased QTA Facility.

6.6.2. Operator's obligations: Operator shall maintain and keep the Premises in good repair and clean condition in accordance with applicable laws, rules and regulations. Operator shall be responsible for providing the following:

6.6.2.1. All items not provided by the Board in 6.7.1 of this Article.

6.6.2.2. Maintenance of office space, janitorial and garbage service for the counter/office/queuing space; Operator shall ensure that trash generated by its operations is immediately placed in covered containers, that no fugitive trash is generated, that the premises are policed for trash on a daily basis, and that trash and other wastes are disposed of lawfully and promptly.

6.6.2.3. Maintenance of all ready/return spaces in their Ready/Return Block and QTA Parking Block.

6.6.2.4. Maintenance, supplies, janitorial and garbage service for operations in their QTA Facility Bay. Operator shall ensure that all oil, trash, debris and garbage generated by its operations or found in or around the QTA Facility are collected and disposed of lawfully and promptly. Operator shall at all times keep and maintain its QTA Facility Bay clean, neat and in an orderly condition.

6.6.2.5. If Operator damages any portion of the Premises, it shall immediately notify the Board, which as soon as reasonably practical under the circumstances, shall repair or cause repairs to be made, including with respect to the structure, electrical, plumbing, structural and door repair and window replacement, and Operator shall pay or reimburse the Board the reasonable cost of such repairs and/or replacement within fifteen (15) days of being provided an invoice therefor.

6.6.2.6. Operator agrees to cooperate with the Board with the provision and installation of any new communication services such as paging, courtesy phones, flight and baggage information systems, etc., necessary to properly operate the Airport. Operator is responsible for all communication and computer services required to operate its Rental Car business.

6.6.2.7. Neither party shall be liable to each other, or any other person, for any interruption or failure in the supply of any utility service to the Premises. In the event of interruption of utility services to the Premises, the Operator and the Board shall take immediate action to restore such utility

services as rapidly as possible to avoid unnecessary interruption of the Operator's business operations.

6.7. Snow Removal. The Board shall provide snow removal services within the Ready/Return Block, entrance and exit of the QTA Facility Bays, and parking areas, provided however, that Operator agrees to cooperate and coordinate with the Board in removing Motor Vehicles prior to snow removal service of these areas.

6.8. Advertising and Signage.

6.8.1. Operator shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising. Prior to installation of such signage, Operator shall submit plans and obtain written approval of Director or his/her designee. The right to install identification signs or other advertising devices for information to its customers shall be at a location, in the number and type, size and design approved in writing by the Director. In the event the signs are removed and not replaced, Operator shall repair the area to its normal appearance. To the extent that Operator uses any electronic medium for identification and/or advertising which includes any reference to Operator's relationship with the Board, the Board shall have the right to review and approve the same.

6.8.2. All signs shall be repaired or replaced by Operator as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained by Operator with any burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Operator prior to leaving.

6.8.3. Operator shall not install any exterior lighting, shades or awnings or any exterior decorations or paintings, or build any fences or make any change to the exterior portions of the Premises without Board's consent.

6.9. Operator's Personal Property/Trademarks.

6.9.1. All personal property, equipment, furnishings, decorations and trade fixtures placed upon the Premises by Operator shall be at Operator's sole risk, and the Board shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any person or from any causes whatsoever.

6.9.2. Operator represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks, logos or slogans to be used by it in its operation under or in any way connected with this Agreement. Operator agrees to save and hold the Board, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark or

copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Operator under or in any way connected with this Agreement.

6.10. Assignment and Subletting.

6.10.1 Operator shall not assign, sublet or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Board.

6.10.2 Subject to all other provisions of this Agreement, including Article 6.11.1 above, and subject to prior approval by the Board, it is expressly agreed and understood that any and all obligations of Operator hereunder may be fulfilled or discharged either by Operator or by a member of Operator's system, duly appointed thereto by Operator and that any and all privileges of every kind granted Operator hereunder may extend to and be enjoyed by such Operator so appointed; provided, however, that notwithstanding the method of operation employed by Operator hereunder, Operator shall continue always to remain directly liable to the Board for the performance of all terms and conditions of this Agreement.

6.11. Liens or Encumbrances, Lawsuits.

6.11.1 Operator agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered and professional services provided to the Premises for improvements done at Operator's request, during the leasehold term for improvement to the Premises. Operator shall keep the Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Operator's request. Operator agrees to and shall indemnify, and hold the Board free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Operator for use on the Premises. Board may require lien releases as a condition of approval.

6.11.2 Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with Operator's operation at the Airport. The Board and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. Operator is an independent contractor in every respect, and not the agent of the Board.

6.12. Nondiscrimination.

6.12.1 Operator shall comply with the following FAA required provisions as interpreted from time to time by the United States Department of Transportation ("USDOT") or the FAA. The terms "Contractor", "Offeror", "Applicant" and

“Successful Bidder” as used in this Section 6.12 shall refer to the Operator. In the event of conflict between the terms and conditions of Section 6.12 and any other provision of this Agreement, the term and conditions of this Section 6.12 shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

6.12.2 In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.

6.12.3 During the performance of this Agreement, the Operator, for itself, its assignees and successors in interest agrees as follows: Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

6.12.3.1 **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

6.12.3.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

6.12.3.3 **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the

Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

6.12.3.4 **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6.12.3.5 **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

6.12.3.5.1 Withholding payments to the Contractor under the contract until the Contractor complies; and/or

6.12.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

6.12.3.6 **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.12.4 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

6.12.4.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 6.12.4.2 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 6.12.4.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 6.12.4.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 6.12.4.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 6.12.4.6 Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 6.12.4.7 The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 6.12.4.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 6.12.4.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 6.12.4.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 6.12.4.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

6.12.4.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6.12.5 Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

6.12.6 With respect to leases, in the event of breach of any of the above Non-discrimination covenants, the Board will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

6.12.7 With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Board will there upon revert to and vest in and become the absolute property of the Board and its assigns.

6.13. Airport Concession Disadvantaged Business Enterprise Participation (ACDBE).

6.13.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R Part 23. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R Part 23. Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

6.13.2 The Board has established a goal of 2.53% ACDBE participation for the concession activities covered by this Agreement. Operator shall make good faith efforts to ensure participation of certified ACDBEs in at least 2.53% of its purchases of goods and services for this Agreement. ACDBE participation towards this goal shall be counted in the manner set forth in 49 C.F.R. Section 23.55.

- 6.13.3 Operator agrees that by January 1 of each year, during the term of the Agreement, Operator will provide a report to the Board, in the form acceptable to the Board, (see attached ACDBE Attainment Report – Exhibit #5) describing the dollar amount of its purchases or leases of goods and services during the previous federal fiscal year (October – September) from any vendor that is certified as an ACDBE pursuant to the ACDBE Rules, together with documentation, in form acceptable to the Board, of its good faith efforts during such year to obtain other ACDBE providers of goods and services. Operator shall also provide such additional information to the Board, including any ACDBE participation in direct ownership of the Operator’s business, as the Board may reasonably request in order to permit the Board to comply with the requirement of the ACDBE Rules, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rentals.
- 6.13.4 Operator may only terminate an ACDBE subcontractor for good cause, as defined by 49 C.F.R Section 26.53. Operator may not terminate an ACDBE subcontractor without the prior written consent of Developer. Before requesting to terminate and/or substitute an ACDBE subcontractor, Operator must give notice in writing to the ACDBE subcontractor, with a copy to Developer, of its intent to request to terminate and/or substitute, and the reason for the request. Operator must give the ACDBE subcontractor five (5) days to respond to Operator’s notice and advise Developer and Operator of the reasons, if any, why it objects to the proposed termination of its subcontract and why Developer should not approve Operator’s action.
- 6.13.5 When an ACDBE subcontractor is terminated or fails to complete its work on the contract for any reason, Operator is required to make good faith efforts to find another ACDBE subcontractor to substitute for the original ACDBE. Operator will be required to obtain written approval from Developer for the replacement of the ACDBE or the substitute ACDBE and to provide copies of all new or amended subcontracts or documentation of good faith efforts. The good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under the contract as the ACDBE that was terminated, to the extent needed to meet the program goal under the Agreement. The good faith efforts shall be documented by Operator. If Developer requests documentation under this provision, Operator shall submit the documentation within seven (7) days. Developer shall provide a written determination to Operator stating whether or not good faith efforts have been demonstrated. The Parties agree and acknowledge that, to the extent this Agreement constitutes a long-term, exclusive agreement pursuant to 49 C.F.R. Section 23.75, Operator shall comply with requirements of Section 23.75 and the applicable policies of the Federal Aviation Administration in replacing any ACDBE subtenant, subcontractor, joint venture partner or vendor.
- 6.13.6 Failure by Operator to carry out the requirements of this part will constitute a material breach of the Agreement and may result in the termination of the Agreement or such other remedy as the Board deems appropriate.

7. TERMINATION, SURRENDER & DAMAGES

7.1. **Board's Right of Cancellation.** In addition to any conditions as specified herein and all other remedies available to the Board, this Agreement shall be subject to cancellation by the Board should any one or more of the following occur:

7.1.1. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets is appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

7.1.2. If the Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of its Rental Car operation on the Airport, except when such abandonment be caused by runway closure, or by fire, earthquake, war, strike or other calamity beyond Operator's control.

7.1.3. If the Operator shall fail to perform, keep and observe any of the other applicable obligations, covenants and/or conditions contained in this Agreement, where such failure shall continue for a period of five (5) business days after written notice thereof from the Board to Operator; provided, however, that if the nature of the Operator's default as determined by Board is such that more than five (5) business days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator commences such cure as soon as possible within said five (5) business day period and thereafter diligently prosecutes such cure to completion, and in any case completes said cure within twenty (20) business days after the aforesaid written notice.

7.1.4. The discovery by the Board that any financial or background information or statement provided to the Board by the Operator, or any agent, representative, successor, grantee, or assign of the Operator, was materially false.

7.2. **Operator's Right of Cancellation.** In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

7.2.1. The permanent abandonment of the Airport.

7.2.2. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for scheduled air transportation.

7.2.3. The breach by the Board of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Board and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

7.2.4. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

7.3. Surrender of Premises.

7.3.1. Upon the expiration and/or termination of this Agreement, Operator shall immediately surrender the Premises to the Board in good condition and repair, ordinary wear and usage excepted; and Operator shall remove all of Operator's personal property, trade fixtures, equipment or improvements removable by prior agreement with the Board from the Premises and shall repair any damage to the Premises caused by such removal. Any personal property of Operator, or anyone claiming under Operator, which shall remain upon the Premises at the expiration or termination of this Agreement shall be deemed to have been abandoned and may be retained by the Board as Airport property or disposed of by the Board in such manner as the Board sees fit without compensation to any party.

7.3.2. By delivery to Operator of written notice not later than thirty (30) days prior to the end of the term of this Agreement, the Board may require Operator to remove any QTA Facility alterations, additions, or improvements that Operator has made to Premises by the expiration or termination of this Agreement. The Board may require the removal at any time of all or any part of alterations, additions, or improvements which have been made to the Premises by Operator without the Board's prior consent.

7.4. Attorney Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Board and/or eviction of Operator during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

7.5. Performance by Board. If Operator should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Board may, at its sole option and after giving written notice to Operator, perform such act on behalf of Operator. Upon notification to Operator of the cost thereof by the Board, Operator shall promptly pay the Board the amount due.

7.6. Board Remedies.

7.6.1. If Operator should, after notice, fail to remedy any default (i) in the payment of any sum due under this Agreement for ten (10) days after being provided with notice, or (ii) in the keeping of any other term, covenant or condition herein with all dispatch, not exceeding thirty (30) days after being provided with notice, then at its option, in addition to and not exclusive of any other remedy the Board may have at law or in equity, without any further demand or notice, enter the Premises and evict all persons therefrom, using all necessary force to do so, and either (i) declare this Agreement at an end, in which event Operator shall immediately pay the Board a sum of money equal to the amount, if any, by which the then cash value of the Concession Fee and Rent for Premises reserved hereunder for the balance of the term of this Agreement exceeds the then cash rental value of the Concession Fee and Rent for Premises for the balance of said term, or (ii) without terminating this Agreement, may re-let the Premises, or any part thereof, as the agent and for the account of Operator, upon such terms and conditions as the Board may deem advisable. In the event the Board re-lets the Premises, Operator shall be obligated to pay, in addition to the deficiencies in the Concession Fee and Rent for Premises and the re-letting rent amount, all necessary renovation and alteration costs and expenses, attorney's fees, and real estate commissions. Said necessary renovations and alterations, attorneys' fees, and real estate commissions paid shall be deemed additional rent due and owing by the Operator. The Board shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Board. Thereafter, if the rents collected upon re-letting are insufficient to pay the original Concession Fee and Rent for Premises and the additional rent due and owing as described above, the Board may bring an action for any deficiencies due and owing to the Board as a result of the Operator's default under the terms and conditions of this Agreement.

7.6.2 If the Board shall have the right to re-enter and take possession of the Premises hereunder, it may enter and eject Operator and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any other remedies of the Board; and without liability for any interruption of the conduct of the affairs of Operator or those claiming through or under it. The Board's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

8. MISCELLANEOUS PROVISIONS

8.1. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.2. Approval or Direction by Board. Wherever consent, approval or direction by the Board is required under this Agreement, such consent, approval or direction by the Board shall be effective if given by the Director or his designee in the manner set forth in this Agreement.

8.3. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements whether written or oral. This Agreement may not be altered, modified or changed in any manner except by a writing signed by both parties.

8.4. Relationship of the Board and Operator. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Operator and the Board shall be deemed to create any relationship other than that of Operator and the Board.

8.5. Quiet Enjoyment. Upon substantial compliance by Operator with the provisions contained in this Agreement, Operator shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by the Board or any other person or persons. The Board warrants that it has good and marketable title to the Airport and the Premises and that there are no liens, charges, encumbrances, or rights of third parties that have a prior right to the interest of Operator under this Agreement.

8.6. Non-Waiver of Breach. The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Board to any act by Operator requiring Board's consent shall not be deemed to waive consent to any subsequent similar act by Operator.

8.7. Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Board's option, defend the Board at Operator's expense by counsel satisfactory to the Board.

8.8. Applicable Law, Venue, Waiver of Trial by Jury. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Wyoming. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for Wyoming or the Teton County District Court for the State of Wyoming, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

8.9. Notices. All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail return receipt requested, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

BOARD: Executive Director
Jackson Hole Airport Board
PO Box 159
1250 East Airport Road
Jackson, Wyoming 83001

OPERATOR: Michael DiOrio
Enterprise Rent-A-Car Company of UT, LLC
7144 S State Street
Midvale, UT 84047

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier, or three (3) days after such notice is deposited in in the U.S. Mail, postage prepaid.

8.10. Time of Essence. It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

8.10. Paragraph Headings. Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.11. Authority of Operator's Representative. As an inducement to the Board to execute this Agreement, the undersigned representative of Operator represents that he/she is expressly authorized to execute this Agreement and to bind Operator to the terms and conditions hereof and acknowledges that the Board is relying upon this representation, authorization and execution.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

JACKSON HOLE AIRPORT BOARD

Attest:

Bob McLaurin, Secretary

By: _____
Valerie Brown, President

**ENTERPRISE RENT-A-CAR
COMPANY OF UT, LLC OPERATING
AS ENTERPRISE RENT-A-CAR AND
NATIONAL CAR RENTAL**

Attest:

Secretary

By: _____

DRAFT

Jackson Hole Airport (JAC)
Airport Facilities Lease and Rental Car Concession Agreement
Serving the Commercial Terminal and Commercial Airline Passengers

Space Selections – January 25, 2024

Exhibit 1 – Diagram of Terminal Building Positions

Position 1 Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

Position 2 Selected By: Overland West, Inc dba Hertz Brand

Position 3 Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

Exhibit 2 – Diagram of Ready Return Blocks

Rental Car Block #1 Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

Rental Car Block #2 Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

Rental Car Block #3 Selected By: Overland West, Inc dba Hertz Brand

Exhibits 3 & 4 – Diagram of QTA Facility Bays and Parking Blocks

QTA Facility Bay #1 and Queuing Lanes Selected By: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Facility Bay #2 and Queuing Lanes Selected By: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Facility Bay #3 and Queuing Lanes Selected By: Overland West, Inc dba Hertz Brand

QTA Parking West – Block A Selected by: Overland West, Inc dba Hertz Brand

QTA Parking West – Block B Selected by: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Parking West – Block C Selected by: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Transport Storage – Block I Selected by: Avis Budget Car Rental, LLC dba Avis and Budget Brands

QTA Transport Storage – Block II Selected by: Enterprise Holdings of UT, LLC dba Enterprise and National Brands

QTA Transport Storage – Block III Selected by: Overland West, Inc dba Hertz Brand

Selections Acknowledged By:

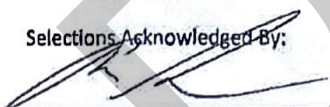
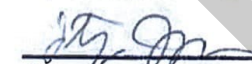
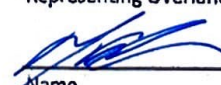
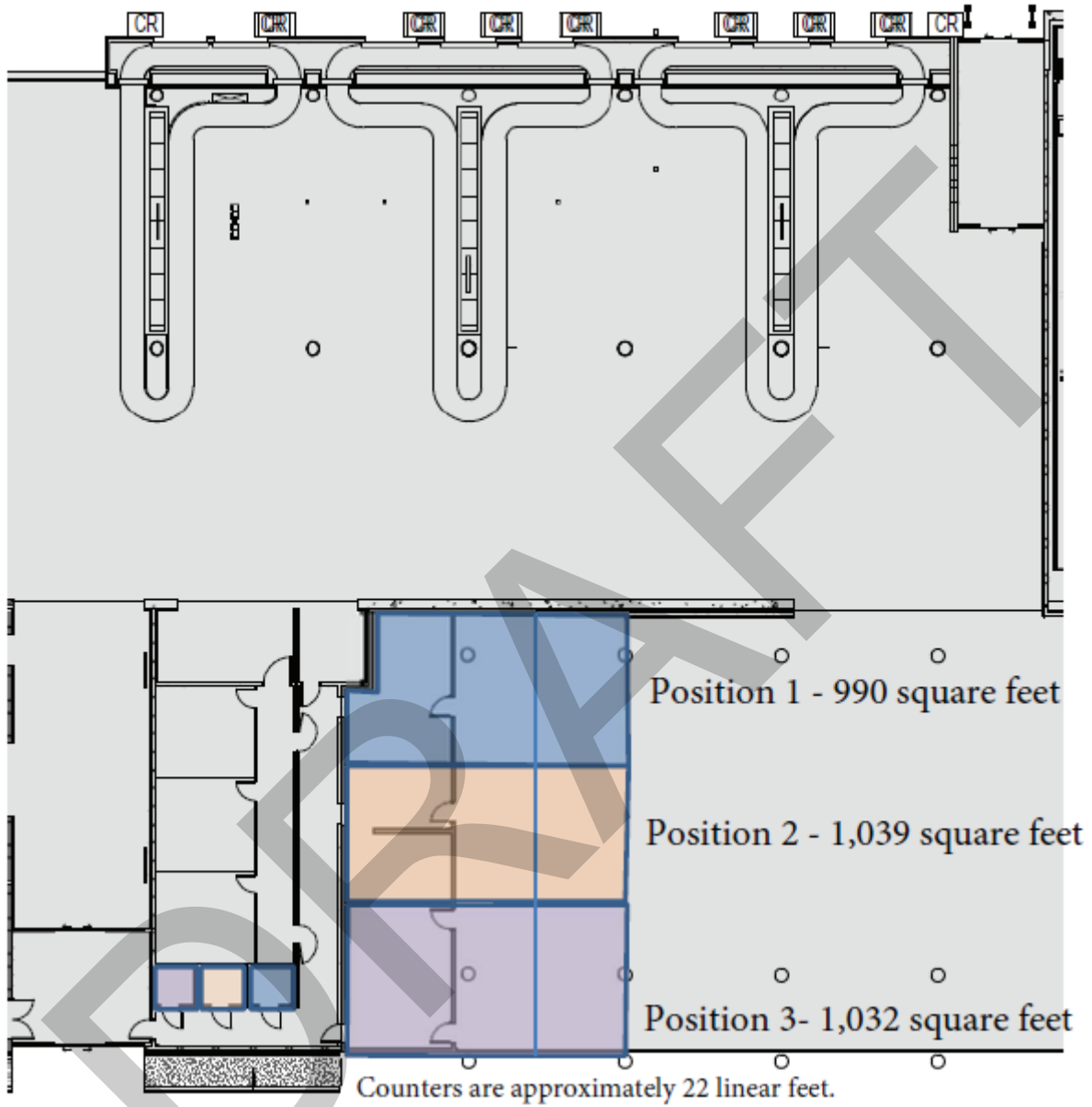
	Properties Director - West	1/25/24
Name	Title	Date
Representing Avis Budget Car Rental, LLC dba Avis and Budget Brands		
	VP/GM Rental Operations	1/26/24
Name	Title	Date
Representing Overland West, Inc dba Hertz Brand		
	VP/GM	1-26-24
Name	Title	Date
Representing Enterprise Holdings of UT, LLC dba Enterprise and National Brands		

EXHIBIT 1 – Diagram of Terminal Building Positions



The positions are 22 feet wide – 19 feet of counter and a three-foot door opening.

Not to scale.

EXHIBIT 2 – Diagram of Ready Return Blocks



EXHIBIT 3 – Diagram of QTA Facility Bays



EXHIBIT 4 – Diagram of QTA Parking Blocks



There will be three rounds of selections for successful proposers to select their QTA Facility Bays, Queuing Lanes and QTA Parking Blocks:

Round 1 - Successful Proposers will select their QTA Facility Bay as depicted on Exhibit #3 which will include the associated queuing lanes depicted as QTA Parking South and QTA Parking North in blue and aqua on Exhibit #4.

Round 2 - Successful Proposers will select their QTA Parking Block depicted as QTA Parking West in yellow on Exhibit #4.

Round 3 - Successful Proposers will select their QTA Transport Storage lane as depicted in red on Exhibit #4.

**JACKSON HOLE AIRPORT
RENTAL CAR ACDBE ATTAINMENT REPORT**

Rental Car Brand: _____

Business name: _____

This company/business, is is not, a certified ACDBE firm
(if a certified ACDBE please provide evidence of this certification and percentage of direct ACDBE
ownership of business) _____ % ACDBE direct ownership of business

Reporting Period: From: _____, 20 _____ To: _____, 20 _____

Reported By: _____

Name _____ phone # _____

Gross Revenues for this period \$ _____ Concession fees paid to the Airport \$ _____

Dollar value of goods & services purchased or leased by this company from _____

Certified ACDBEs: \$ _____

Name of ACDBE firms included in this figure:

Description of Good Faith Efforts to obtain other ACDBE providers of goods and services:

I certify that the above information is true and accurate to the best of my knowledge and accurately
reflects our ACDBE participation and good faith efforts during the period indicated.

Owner/Manager

Date

Exhibit #6

**JACKSON HOLE AIRPORT (JAC)
RENTAL CAR CONCESSION - MONTHLY REPORTING FORM**

Revenue Report for the Month of: _____

Operator Name: _____

Prepared By: _____

Gross Revenues (attach detail): _____

Concession Fee: _____

Less 1/12th MAG*: _____

Additional Concession Fee Due: _____

Number of Transaction Days: _____

CFC per Day = _____

Total Number of Nights Vehicles
Stored in the Storage Spaces: _____

Storage Space Rents = _____

Amount Due at time of report: _____

Total Number of Transactions: _____

Report to be submitted electronically to:
Michelle Anderson at Michelle.Anderson@jhairport.org
And copied to Robin Usher at Robin.Usher@jhairport.org

Payments should be mailed to:
Jackson Hole Airport
P.O. Box 139
Jackson, WY 83001

*1/12th of the Minimum Annual Guarantee (MAG) is due on the first day of each month.

JACKSON HOLE AIRPORT (JAC)
RENTAL CAR CONCESSION - MONTHLY REPORTING FORM
OVERFLOW / STORAGE PARKING

Report for the Month of: _____

Operator Name: _____

Day of the Month:

1	2	3		
4	5	6		
7	8	9		
10	11	12		
13	14	15		
16	17	18		
19	20	21		
22	23	24		
25	26	27		
28	29	30		
31				

Total Number of Nights Vehicles
Stored in the Storage Spaces: _____
(Report on previous page)

Exhibit #7

Jackson Hole Airport Board
 Jackson Hole Airport
 QTA Service Facility
 Operations and Maintenance Annual Budget
 Updated 10.27.2023

This budget includes one year operations and maintenance estimates for the building common areas and building exterior. This budget specifically excludes any operations and maintenance expenses related to the fueling facility. The budget also excludes any expenses associated with operations inside of leased space - no expenses are included for separately metered utilities or exclusive leased space repairs and maintenance. **

EXPENSES:	Total	Notes
Utilities - Natural Gas	N/A	Rental Car Company
Data Services (fiber, phone, etc.)	N/A	Rental Car Company
Janitorial Supplies	N/A	Rental Car Company
Janitorial Labor	N/A	Rental Car Company
Soap and Detergent Supplies	N/A	Rental Car Company
Utilities - Electricity	\$ 30,000	One electric meter, will be billed to companies based on actual usage and bill from LVE.
Utilities - Water	N/A	
Utilities - Sewer	\$ 10,000	Based on Historic Actual
Utilities - Refuse	\$ 10,000	
Utilities - Stormwater Filtration	\$ 1,000	
Utilities - Oil/Water Separator Sumping	\$ 30,000	Based on Historic Actual
Snow Removal Equipment/Supplies	\$ 20,000	Tenant still responsible for daily snow removal in storage area, but notify Operations and we will clean the lot with our heavy equipment. Rental ready area cleaning will need to be coordinated (cars moved) with Operations.
Snow Removal Labor	\$ 25,000	
General expenses including fire alarm monitoring, Airport maintenance personnel	\$ 80,000	
Security Monitoring	\$ 8,000	Based on historic expenses
Management/Administration Labor	\$ 20,000	Based on historic expenses
Insurance	\$ 80,000	Based on historic expenses
Subtotal O&M Expenses	\$ 314,000	
Total Year 1 Projected O&M Budget	<u>\$ 314,000</u>	

*Does not include the O&M Reserve.

RENTAL CAR LICENSE AGREEMENT

**SERVING THE FIXED BASE OPERATOR AND GENERAL AVIATION PASSENGERS
AND CREW**

**BETWEEN THE JACKSON HOLE AIRPORT BOARD
OPERATING AS JACKSON HOLE FLIGHT SERVICES**

AND

GITIBIN & ASSOCIATES, LLC. OPERATING AS GO RENTALS

DRAFT

**RENTAL CAR LICENSE AGREEMENT
SERVING THE FIXED BASE OPERATOR AND GENERAL AVIATION PASSENGERS AND
CREW**

JACKSON HOLE AIRPORT

THIS RENTAL CAR LICENSE AGREEMENT (“Agreement”) is made effective as of May 1, 2024, between the JACKSON HOLE AIRPORT BOARD (the “Board”) operating as JACKSON HOLE FLIGHT SERVICES, a body corporate, organized under the laws of Wyoming, and having its principal office at the Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001 (“JHFS”), and Gitibin & Associates, LLC., d/b/a Go Rentals, a Limited Liability Company, organized under the laws of California, and having a principal address of 4300 Campus Drive, Newport Beach, CA 92660 (“Operator”). JHFS and Operator may be referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

The parties recite and declare that:

- A. JHFS operates the Fixed Base Operator (“FBO”) at Jackson Hole Airport (the “Airport”).
- B. JHFS desires to provide motor vehicle rental services dedicated to serving the FBO and general aviation passengers and crew.
- C. Operator is qualified, ready, and able to perform or see to the performance of said services.
- D. In recognition and reliance on the foregoing, and in consideration of the mutual covenants and promises herein contained, and other valuable consideration, JHFS and Operator agree as follows:

1. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement. Terms capitalized but not defined in this Section 1 shall have the meaning ascribed to such terms in the Agreement:

1.1 “Commercial Terminal” or “Terminal” as used herein is the passenger Terminal Building at the Airport where passengers arrive and depart on commercial airline flights, as it now exists or as may be hereafter altered or expanded.

1.2 “Customer Facility Charges” or “CFCs” as used herein shall mean, those fees authorized pursuant to resolution by JHFS and required to be collected by Operator and remitted to JHFS.

1.3 “Director” as used herein shall mean, the executive director and manager of the Airport, as may be designated from time to time by JHFS.

1.4 “Gross Revenues” as used herein shall mean, as determined in the reasonable discretion of JHFS, all amounts charged to its customers, after discounts applied at the time of rental, by Operator for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by

Operator. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Operator by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Operator's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Operator's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Operator of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions directly related to Operator's rental car operations at the Airport set forth below:

1.4.1 Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Operator's operations which are separately stated on customers' rental contracts and collected from customers of Operator;

1.4.2 Those fees referred to in this Agreement as Customer Facility Charges or CFCs;

1.4.3 Amounts received as insurance proceeds or otherwise specifically for actual loss, conversion, or abandonment of or damages to vehicles or other property of Operator;

1.4.4 Amounts received from the sale of vehicles off-Airport Licensed Area; provided, however, any amounts paid in connection with automobile and vehicle rentals, or other products or services provided to persons through Operator's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

1.4.5 Reimbursements for amounts actually paid for towing, impound fees, tolls and toll violations, parking tickets, windshield replacement, and other governmental fines and fees from its customers to pass through without markup to an independent third party with no amount being retained by Operator. However, any amounts collected about the pass through amount shall be included as Gross Revenue under this Agreement.

1.5 "Operations Year" shall mean May 1 through April 30 of each year.

1.6 "Percentage Fee" shall mean the ten percent (10%) fee paid on Gross Revenues of the Operator for the privilege operating at the Airport.

1.7 “Preferred Provider” shall mean the operator which JHFS and its employees will communicate is the preferred provider to service general aviation crew and passenger needs for rental vehicles which were not previously arranged.

1.8 “Preferred Provider Fee” shall mean the ten percent (10%) fee paid on Gross Revenues of the Operator for the privilege of the Operator being designated as the Preferred Provider.

1.9 “Rental Car” or “Motor Vehicles” shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sports-utility vehicles, and pick-up trucks rated one-ton or less.

1.10 “Storage Spaces” shall mean those rental car vehicle spaces, other than those in the FBO parking area, located at one or more locations on the Airport designated by the Director and available for Operator vehicle storage on an interim basis.

1.11 “Transaction” shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.

1.12 “Transaction Day” shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car company rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car company collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

2. **TERM**

2.1. The term of this Agreement shall be three (3) years commencing May 1, 2024 and ending April 30, 2027 unless sooner terminated or canceled as hereinafter provided.

2.2. Operator acknowledges that this Agreement contains no renewal clause and is subject to JHFS’s stated intent and obligation to expose the Licensed Area and rights granted hereunder to a public competitive selection process at the expiration or termination of this term.

2.3. Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of JHFS, shall constitute a tenancy from month-to-month. The month-to-month tenancy shall be subject to all other terms and conditions of this Agreement with the exception of rents, charges and fees; which shall be determined solely by JHFS.

3. RIGHTS AND LICENSED AREA GRANTED

3.1. Concession Rights Granted.

3.1.1. Operator is hereby awarded a license to operate a Rental Car business at the FBO for the purpose of arranging and providing Rental Car services to general aviation passengers and crew. The Operator shall not conduct any other business at Airport without the prior written consent of JHFS.

3.1.2. By entering into this Agreement, Operator is designated as the Preferred Provider of Rental Car services at the FBO. Operator may display its promotional materials at the FBO in the locations designated by JHFS. Further, Operator will be featured on the FBO's website, which will provide a direct link to Operator's website.

3.1.3. Operator shall conduct said rental car business in a first-class manner, consistent with the highest quality delivery of goods and services in like settings. Operator shall offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the FBO on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Operator and JHFS. Operator shall offer quality vehicles and shall equip, organize, put into service and manage the Licensed Area so as to provide service within an attractive and pleasant atmosphere.

3.1.4. Operator shall only provide the services described hereunder to general aviation passengers and crew. Operator understands and acknowledges that a separate on-Airport agreement or off-Airport agreement and permit is required to rent vehicles to customers arriving at the Commercial Service Terminal.

3.1.5. Operator agrees it will not disturb the Airport or any other tenant, person or licensee using the Airport, make or permit any disturbance or any unusual noise, vibration or other condition on or at the Airport.

3.1.6. Operator, its agents, employees, patrons and suppliers and other persons doing business with Operator shall have the right of ingress and egress to and from the Licensed Area over the Airport roadways, subject to regulations governing the use of the Airport.

3.1.7. Operator is a Limited Liability Corporation and is authorized to do business in the State of Wyoming under the brand name or brand names (s) of Gitibin & Associates, LLC., d/b/a Go Rentals. Operator shall do business at the Airport only under that brand name or brand names, and as that entity, unless this Agreement is amended in writing and approved by JHFS pursuant to the terms of this Agreement.

3.2. Licensed Area.

3.2.1. The areas licensed to Operator (the "Licensed Area") are as follows:

3.2.2. FBO Counter and Storage Space: one counter position and one storage area in the FBO terminal building, to be designated by JHFS.

3.2.3. FBO Parking Spaces: Ten (10) of the parking stalls within the FBO parking lot, to be designated by JHFS.

3.2.4. Storage Spaces: Storage Spaces designated for the storage of vehicles that Operator intends for rent at the Airport. The Board grants Operator use of such compressed vehicle Storage Spaces, with a seasonally varying number of additional Storage Spaces, if any, being allocated and assigned by the Director among all rental car agencies operating at and from the Airport, based upon and in proportion to Operator's minimum guaranteed bid. Operator shall submit any requests for additional storage parking in writing to the Director at a minimum of seven (7) days in advance.

3.3. Use of Licensed Area. Operator shall use the Licensed Area solely for the purpose of maintaining a commercial Rental Car location and conducting a commercial Rental Car operation, as defined and authorized herein. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby prohibited, except as by separate express prior written permission from the Director and under such terms and conditions as JHFS, in its sole discretion, shall determine. Permitted uses, if such activities are conducted in a place and in a manner permitted by JHFS, shall be limited to the following:

3.3.1. Storage and staging of Motor Vehicles available for rent including movement of such vehicles necessarily incidental to these activities.

3.3.2. Staffing of the designated counter location in the FBO terminal building for the purpose of providing information and arranging for and completing Transactions.

3.3.3. Identification of Operator's counter location, and parking stalls by signs or logos in numbers, size, color, design, content and type as approved in advance in writing by the Director.

3.3.4. Use of the common use areas which shall include roadways (and egress and ingress) and the Airport's fuel facility, all of which shall be used in common by Operator and others as approved by JHFS and pursuant to rules and policies adopted by JHFS.

3.3.5. Parking, storage and rental on and from the Licensed Area of only Motor Vehicles as defined hereinabove. No other vehicles, including trucks above 5,000 lbs. empty vehicle weight, motorhomes, buses, motorcycles, trailers, boats, or non-passenger vehicles shall be permitted on the Airport, without express prior written permission of the Director, at the discretion of JHFS, under such fees, terms and conditions as JHFS may require.

3.3.6. Operator shall not use the Licensed Area for any other purpose and is prohibited from servicing vehicles at the Airport, or for the sale of rental vehicles, without the prior written consent of the Director. Operator shall use the entire Licensed Area for

the conduct of such business in a professional manner continuously during the entire term of this Agreement.

3.4 Substitution or Provision of New Facilities.

3.4.1 JHFS may build or provide, or cause to be built or provided, new or substitute facilities at the FBO. In the event of the construction and occupancy of new or substitute facilities at the FBO during the term of this Agreement, the following shall apply:

3.4.1.1 JHFS agrees to set aside alternate counter position and parking spaces for use by the Operator; and

3.4.1.2 Operator agrees to relocate operations from the Licensed Area to the new or substituted Licensed Area and to thereafter conduct its operations therefrom. The new or substituted facilities shall be comparable to the previous facilities or better in terms of size, location and finish, all at the discretion of JHFS. In the event JHFS requires the move of facilities, JHFS will reimburse reasonable actual out-of-pocket costs associated with the relocation as approved in advance subject to a maximum amount established by JHFS.

3.4.2 Upon such relocation JHFS shall have the right to demolish or use the existing the Licensed Area as it sees fit.

Section 3.5 has been intentionally omitted.

3.6. Repairs and Improvements.

3.6.1 All repairs made by the Operator or on its behalf shall be of high quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by Board, Federal, State or local authority having jurisdiction over the work in or to the Operator's Licensed Area.

3.6.2 No improvements, structures, alterations or additions shall be made in, to or upon the Licensed Area without the prior written consent of the Director. All such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the Director.

3.6.3 Inside storage of material is required. Outside storage is not permitted. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste or debris. Wrecked or non-operational Motor Vehicles shall be removed from the Licensed Area as soon as possible but in all cases within three (3) days.

3.6.4 The installation of any type of fencing is prohibited on the Licensed Area.

3.6.5 Upon providing notice, if possible, JHFS or its duly appointed representatives shall have the right to enter the Operator's Licensed Area to:

3.6.5.1 Inspect the Licensed Area during the Operator's regular business hours or at any time in case of emergency to determine whether the Operator has complied with and is complying with the terms and conditions of this Agreement and other enumerated and health/operational standards. JHFS may, at its discretion, require the Operator to effect repairs at the Operator's own cost.

3.6.5.2 Perform any and all things which the Operator is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to the Operator's Licensed Area or to respond to any public health or safety emergency. Notwithstanding the above, in the event of an emergency condition, JHFS or its duly appointed representatives shall have the right to enter the Operator's Licensed Area to perform maintenance repair or replacement.

3.6.5.3 Undertake the maintenance, repair or replacements requested by JHFS if the Operator refuses or neglects to make any repairs necessitated by the negligent acts or omissions of the Operator, its employees, agents, servants or licensees. JHFS shall have the right to make such repairs on behalf of and for the Operator if Operator has not commenced such repairs with five (5) days after written notice by JHFS. The cost for such work, plus a twenty percent (20%) administration fee, shall be paid for by the Operator within ten (10) days following demand by JHFS for said payment.

4. OBLIGATION OF OPERATOR

4.1. Fees and Charges.

4.1.1. Concession Fee. The Operator shall pay to the Board a Concession Fee annually, as compensation for the privilege granted to it pursuant to this Agreement. The Concession Fee shall be the greater of either:

4.1.1.1. the sum of a Percentage Fee equal to ten percent (10%) of the Operator's annual Gross Revenues plus a FBO Preferred Provider Fee equal to ten percent (10%) of the Operator's annual Gross Revenues; or

4.1.1.2. the respective yearly amount shown below as the Operator's Minimum Annual Guaranteed fee ("MAG"):

May 1, 2024 to April 30, 2025	\$350,000.00
May 1, 2025 to April 30, 2026	\$450,000.00
May 1, 2026 to April 30, 2027	\$600,000.00

4.1.1.3. Monthly payment shall be the greater of 1/12th of the respective year's MAG or 20% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as the Operator has paid to the Board an amount equal to the respective annual MAG identified in Article 4.1.1.2 above. On or before the 20th of each and every month the Operator shall provide the Board with i) a signed and certified Report of Gross Revenues for the preceding month ii) payment of any percentage concession fee shown to be due for the preceding month, as designated on Exhibit #3, attached hereto and made a part hereof.

4.1.1.4. Once the sum of Concession Fee payments remitted has reached the MAG in any given Operations Year, the Operator may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. The Operator shall continue to report and remit each and every month after the annual MAG has been reached the full 20% of reported gross revenues for the previous month.

4.1.1.5. Operator acknowledges that Concession Fee payments by Operator to JHFS under this Agreement are for Operator's privilege to use the FBO facilities and access the FBO market and are not fees imposed by JHFS upon Operator's customers. JHFS does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Operator charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 25.00% of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to JHFS; (d) Operator shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that JHFS is requiring the pass through of such fee.

4.1.1.6. Limitation on Pass-Through of Concession Fee. Other than the Concession Recovery Fee and Customer Facility Charge, Operator shall not pass-through or list any fees payable to Board as a separate item on the Customer Rental Agreement.

4.1.2. Facility Use Fee. The Operator shall pay to JHFS, in advance, on the 1st day of each month:

4.1.2.1. For the period commencing May 1, 2024 through June 30, 2024, Operator shall pay, the sum of Fifty Four Dollars and Ninety-Two Cents (54.92) per square foot per annum for twenty (20) square feet of counter position in the FBO terminal building. Thereafter, commencing July 1, 2024, July 1, 2025 and July 1, 2026, the per square foot per annum rent shall be TBD.

4.1.2.2. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of One Thousand Dollars (\$1,000) per parking stall, per month.

4.1.2.3. For the period commencing May 1, 2024 through April 30, 2027, Operator shall pay the sum of Seven Dollars (\$7.00) for each vehicle each day the vehicle is parked overnight in a Storage Space. A sample reporting form is attached hereto as Exhibit #3.

4.1.3. Additional Fees.

4.1.3.1. Fuel Use Reimbursement. Operator shall pay to JHFS monthly upon receipt of invoice from JHFS, reimbursement for fuel gallons purchased at the fuel dispensing unit during the previous month. The Fuel Use Reimbursement invoice will include JHFS's cost of fuel plus fifteen percent (15%) for use of the fueling facility.

4.1.4. Collection of CFCs. The Operator shall (i) collect Customer Facility Charges ("CFCs") on behalf of the Board, (ii) hold in trust for the Board's benefit, and (iii) remit to the Board the full amount of the Transaction Day fee collected from each rental Car customer for use by the Board for authorized purposes. The Board reserves the right to adjust the CFC during the term of the Agreement. The Operator may identify the CFC as a separate charge on its estimates, invoices and receipts for rental car customers.

4.1.5. Remittance of Payments. Any and all payments due to JHFS by Operator shall be remitted to the following address:

Jackson Hole Flight Services
Attn: Craig Foster
P.O. Box 159
1250 East Airport Road
Jackson, Wyoming 83001

4.1.6. Year End Adjustments to Fees. Within ninety (90) days following the end of each Operations Year, the Operator shall be required to submit to JHFS a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the amount of Gross Revenues for the previous Operations Year "Certified Statement". In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Operator within thirty (30) days after JHFS's acceptance of the final Certified Statement described in this Article. Operator shall submit separate system generated reports for each brand name operated.

Within ninety (90) days after each Operations Year, Operator shall prepare and submit to JHFS a certified statement of the Operator's actual total number of Transactions and Transactions Days and number of automobile days Operator stored vehicles overnight in Storage Spaces at the Airport for the most recent Operations Year.

4.2. Failure to Pay Fees.

4.2.1 No demand for fees need at any time to be given. In the event Operator fails to pay fees, charges or billings as required under the provisions of this Agreement after the payments become due, as described in Article 4.1, interest at 18% per annum shall be assessed until fully paid. The implementation of this provision shall not preclude JHFS from terminating this Agreement for default in the payment of fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

4.2.2 All payments hereunder shall be considered delinquent if not received by the twentieth (20th) of the month due. If the twentieth (20th) of the month is a Saturday, Sunday or Federal holiday, that payment shall be delinquent if not received on the following business day.

4.3 Financial Conditions.

4.3.1 Security: During the term of this Agreement, JHFS shall require the Operator to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to JHFS, in its sole discretion, in the amount of Seventy-Five Thousand Dollars (\$75,000), in order to secure the performance of all of Operator's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security shall be in the form of a performance bond, on a form acceptable to JHFS.

4.3.2 Records of the Operator: The Operator covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Board for the determination of any CFC, Concession fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event the Operator institutes an audit of its own records, JHFS reserves the right to receive a copy of said audit. Operator shall keep and maintain for a period of not less than thirty-six (36) months after the expiration or termination of this Agreement, true and accurate records, accounts, books and data accounting for all business conducted at the Airport. Operator agrees to operate its business at the Airport so that a duplicate rental agreement invoice, computer generated, shall be issued with each Transaction, whether for cash or credit. Operator shall submit separate system generated reports for each brand operated.

4.3.3 Audit: JHFS reserves the right, at JHFS's expense, to inspect all the Operator's financial records for the purpose of verifying Gross Revenues, number of Motor Vehicles stored on the Airport daily and CFCs. JHFS shall give Operator fourteen (14) days written notice of said inspection of records. Further, JHFS reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all the Operator's financial records, including, but not limited to, those maintained in Jackson, Wyoming. If, as a result of said audit, it is determined that the

Operator has understated the Gross Revenues by three percent (3%) or more per Operations Year, the entire expense of said audit shall be borne by the Operator. Any additional percentage fee due shall be paid by the Operator to JHFS, with interest thereon at 18% per annum, from the date such additional fees became due which is the day under reporting commenced. All records, accounts, books and data accounting of Operator shall be provided in electronic format.

4.4. Indemnity and Insurance.

4.4.1 Indemnity and Waiver of Damages.

4.4.1.1. The Operator shall defend, indemnify and hold JHFS and the Board harmless from and against any claim loss, expense or damage to any person or property in or upon the Airport by operator or its agents, employees or invitees arising out of Operator's use of the Airport or any act or neglect of Operator or Operator's servants, employees or agents.

4.4.1.2. The Board reserves all rights to assert any claims and defenses available to it, whether as against Operator or any third party, pursuant to the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.*

4.4.2 Insurance.

4.4.2.1 Operator 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.

4.4.2.2 All insurance required hereunder shall be procured and maintained (i) at Operator's expense, (ii) for the entire term of the Agreement, and (iii) with insurance underwriters qualified to transact business in the State of Wyoming and having an AM Best rating of "A" or better.

4.4.2.3 All policies required hereunder shall identify JHFS and its respective members, officers, and employees as additional insured. Further, such policies shall be primary and any insurance maintained by JHFS shall be considered excess.

4.4.2.4 Operator agrees to include the insurance requirements set forth in this Agreement in all subcontracts, if any, hereunder. JHFS shall hold Operator responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. JHFS reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Operator if, in the operator's opinion, such variations do not substantially affect operator's interests.

4.4.2.5 After the execution of this Agreement, Operator shall promptly furnish to operator a copy of a policy or policies of insurance. The certificate(s)

shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have been given to the Board.

4.4 Taxes. The Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. Operator shall be responsible for payment of any statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents, employees, or Operator's property, occupancy of, or other activities on the Licensed Area. Nothing herein shall prevent the Operator from protesting through due process, any taxes levied.

4.5. Additional Obligations of Operator. The Operator hereby covenants and agrees:

4.5.1 That the Rental Cars provided by the Operator at the FBO shall be maintained, at the Operator's sole expense, in good, safe, and operative order, free from mechanical defects, and in a clean, neat, and attractive condition, inside and outside.

4.5.2 That the Rental Cars provided by the Operator at the FBO shall include late model vehicles (current model year or last model year), with low mileage (15,000 miles or less), with no exterior or interior damage, and include a mix of coupes, sedans, and sport utility vehicles.

4.5.3 That the facilities and services to be provided by the Operator shall be fully open and staffed (i) for all reservations during the FBO's hours of operations, and (ii) as otherwise may reasonably be required by JHFS.

4.5.4 That the personnel performing services at the Airport shall be neat, clean and courteous. The Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business at the Airport in any manner whatsoever except through the use of signs as allowed herein.

4.5.5 Operator's personnel shall be responsible for the removal of known debris, foreign materials or other hazards in or on the Licensed Area of the Operator.

4.5.6 Personnel are prohibited from parking personal vehicles anywhere on the Airport other than designated employee parking areas.

4.5.7 Operator agrees parking of vehicles and equipment by the Operator, its agents, servants, employees or licensees shall be restricted to those areas licensed to Operator. Operator shall not park, store or rent from Licensed Area any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein. Parking of employee vehicles is prohibited at Licensed Area. Operator's employees shall be required to park in Director designated employee lot.

4.5.8 Operator shall educate and orient each of its employees which will drive Operator's vehicles on the Airport, with respect to speed limits, parking restrictions, lane use, and vehicular safety and courtesy on the Airport; it shall ensure that employee drivers of its vehicles on the Airport comply with Airport rules and posted signs relating to vehicle

operation, and operate such vehicles in a safe, courteous and non-reckless manner; it shall periodically monitor its employees' compliance with the requirements of this paragraph; it shall ensure payment of any and all citations issued to its employees relating to vehicular operation on the Airport; and, that, after notice and opportunity for hearing before the Director, and notwithstanding the existence or lack of any criminal or traffic citation by a law enforcement officer, it shall pay contract damages to JHFS in accordance with Section 4.6 for each breach by its employees of this paragraph with respect to Airport speed limits and/or traffic rules while operating one of the Operator's vehicles. Such violations may be established by radar, still and/or motion photography, the eye-witness testimony of JHFS employees, or by any other reasonable means. Operator may appeal any such decision of the Director to the Board by filing a written appeal within seven days of such decision, and the decision of the Director shall be stayed until the appeal is decided by the Board, which decision shall be final and non-appealable.

4.5.9 Operator agrees to participate in the Airport's recycling program by making a good faith effort to recycle, but at a minimum shall cause waste of corrugated cardboard, cardboard & paper, glass, plastic and newspapers generated by and in conjunction with its operations to be deposited so as to reasonably assure its recycling.

4.5.10 In accordance with Airport Grant Assurances, Operator shall take appropriate action to protect instrument and visual operations at the Airport. Operator shall adequately clear and protect Airport operations by removing, lowering, relocating, and marking all lighting hazards on its Licensed Area including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by JHFS.

4.5.11 That it shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board or JHFS concerning management, operation or use of the Airport. The Operator shall obtain and keep in force all permits required by law for operation of the Rental Car business.

4.5.12 That it shall meet all expenses in connection with its operation at the Airport, and the rights and privileges herein granted, including, without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Operator, and that it will secure all such permits and licenses.

4.5.13 That it shall not engage in any business or other activity that will divert business and/or customers from the FBO to another office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-Airport Licensed Area. If JHFS believes, in its sole opinion, that the Operator is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Operator's records, regardless of whether such records pertain to activities at the Airport or off-Airport Licensed Area. Failure to permit such inspection or rectify any violations provided herein shall be subject to JHFS's right as specified in Article 7.1 – JHFS'S RIGHT OF CANCELLATION. In addition, JHFS shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from the Airport.

4.5.14 That it shall comply with the rules and practices as set forth in the current Jackson Hole Airport Security Plan, as may be amended from time to time in the discretion of the Board. Any fines assessed against the Airport by the Transportation Security Administration (TSA) as a result of the Operator's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Operator, its employees or agents will be paid promptly upon demand to JHFS by the Operator.

4.5.15 JHFS shall be the sole and final judge of the quality and the adequacy of the services furnished by the Operator as specified herein. In the event JHFS determines that Operator has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, JHFS may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per Article 7.1 – JHFS'S RIGHT OF CANCELLATION, contained herein. However, JHFS may, in its sole discretion, extend the time for compliance if, in its opinion, the Operator is making progress in complying with the requirements of this Agreement.

4.6 Operations Violations and Liquidated Damages.

4.6.1 Operator recognizes that Operator's failure to adhere to the operating requirements set forth in Section 4.5 of this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, cause JHFS to incur additional costs, and reduce the amount of revenues to Board. This includes Operator's failure to timely submit required reports and records. The parties hereby agree that total damages sustained by to Board for violations of Section 4.5 of this Agreement would be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the Liquidated Damage amounts, set forth below for violation of Section 4.5 of the Agreement are reasonable estimates of the losses anticipated to be suffered or incurred by Board. Operator, therefore, hereby agrees that imposition of the Liquidated Damages set forth below is fair and reasonable and Operator agrees to pay immediately upon demand by Board the following amounts as Liquidated Damages upon the occurrence of breaches to Section 4.5 in any Operations Year:

- \$100 per occurrence - first occurrence
- \$200 per occurrence – second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence – fourth or more occurrences

4.6.2 Liquidated Damage amounts shall not be assessed unless the violation continues for more than three (3) calendar days after JHFS has given Operator written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Board has given Operator notice of the same violation more than twice during any Operations Year, no written notice shall be required prior to assessment of liquidated damages.

4.6.2.1 As an exception to the foregoing, violations of Section 4.5.3 may result in the immediate assessment of Liquidated Damages, without written notice by the Board or opportunity to cure.

4.6.3 JHFS's failure to impose Liquidated Damages for any violation of the requirements set forth above shall not waive any right or prohibit JHFS from doing so for subsequent violations.

5. RESERVED RIGHTS OF THE BOARD AND JHFS

5.1.1. Upon providing notice, if possible, JHFS reserves the right to inspect the Licensed Area and improvements throughout the term of this Agreement. Unless an emergency or unlawful condition exists which makes reasonable notice impractical, Operator, or Operator's authorized agent shall accompany JHFS or its authorized representative(s) in order to inspect the Licensed Area and any improvements thereon. JHFS's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Licensed Area or improvements in order to perform its duties under the rights granted by this Agreement.

5.1.2. JHFS reserves the right to direct, in its sole discretion, all activities of the Operator at the Airport in the event of an emergency.

5.1.3. JHFS reserves the right to direct, at its discretion, Operator's operations in the event that Operator's operations are unreasonably interfering with the use by others of the Airport and/or Licensed Area; e.g. to restrict the use of "public" areas of the FBO, and public-access curbs, sidewalks and roadways in favor of the traveling public.

5.1.4. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Licensed Area and existing vehicle and pedestrian traffic patterns, as JHFS deems appropriate without interference or hindrance by the Operator, and JHFS shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Licensed Area occasioned by such Board activities; provided, however, that JHFS shall consult in advance with Operator on such changes and if Operator shall be unable to conduct reasonably normal seasonal business operations on the Licensed Area by reason of any such Board activities, then the fees hereunder may be equitably adjusted during the period of such interruption.

5.1.5. The Board reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of the Airport and Operator agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

5.1.6. The Board and JHFS reserve the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein and also to promulgate Minimum Standards for the conduct of commercial activities related hereto including, without limitation, minimum hours of operation if JHFS determines that the needs of the traveling public are not being met.

5.1.7. The Board reserves the right, to permit an on-airport rental car concession serving the Commercial Terminal Building and Commercial Airline Passengers, off-

airport Rental Car companies, and peer-to-peer vehicle sharing operators to operate or conduct business at the Airport.

5.1.8. JHFS reserves the right to take any action considered necessary to protect the aerial approaches of the Airport against obstruction or hazard, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of JHFS or the Federal Aviation Administration would limit the usefulness of the Airport or constitute a hazard to air navigation.

5.1.9. There is hereby reserved to JHFS, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Licensed Area herein conveyed, together with the right to cause in said airspace such noise, vibration, smoke, fumes, glare, dust, fuel, particles and all other impacts as may be inherent in the operation of aircraft, now known or hereinafter developed and used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on or about the Airport.

6. OTHER PROVISIONS

6.1. Environmental Compliance.

6.1.1. Operator shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Licensed Area by Operator, its agents, employees, representatives, contractors, subcontractors, licensees, or invitees, without the prior written consent of JHFS. If Operator breaches this obligation, or if the presence of Hazardous Substances on the Licensed Area is caused or permitted by Operator and results in contamination of the Licensed Area, then Operator shall indemnify, defend and hold JHFS harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, the diminution in value of the Licensed Area, damages for the loss or restriction on the use of rentable or usable space or of any amenity of the Licensed Area, damages arising from any adverse impact on the marketing of space, sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such contamination. This indemnification of JHFS by Operator includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, or any removal or restoration work required by any Federal, State, or local government agency or political subdivision because of Hazardous Substances present in the soil or ground water on or under the Licensed Area. Without limiting the foregoing, if the presence of any Hazardous Substances on the Licensed Area is caused or permitted by Operator and it results in any contamination of the Premises, Operator shall promptly take all actions, at its sole expense, that are necessary to return the Licensed Area to the condition existing prior to the introduction of any such Hazardous Substances to the Licensed Area, provided that JHFS' approval of such actions shall first be obtained. Operator's obligations in this Section 6.1 shall survive the expiration or termination of this Agreement.

6.1.2. As used in this Section 6.1, "Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under

federal, state, or local laws as: (a) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resources Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4), as now or hereafter amended; (f) toxic or hazardous substances pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state, or local laws, ordinances, or regulations, as now or as may be adopted or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. "Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum-based derivatives, and urea formaldehyde.

6.2. Damage or Destruction.

6.2.1 Licensed Area.

6.2.1.1 If the Licensed Area is partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by JHFS. The Licensed Area shall be repaired or restored at JHFS's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is caused by any negligence of the Operator, its officials, agents or employees, it shall be the responsibility of the Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should a portion of the Licensed Area be untenable, not due to any negligence of the Operator, a portion of the Use Fee shall be abated for the period from the occurrence of the damage to the completion of the repairs.

6.2.1.2 If the Licensed Area is completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, JHFS shall be under no obligation to repair or reconstruct such Licensed Area. The Use Fee for the affected portions of Licensed Area shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space sufficient to allow the Operator to operate. JHFS shall notify Operator within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Licensed Area. If JHFS elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by any negligence of the Operator, its officials, employees, or agents, in which case it shall be the responsibility of the Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should JHFS elect not to repair or reconstruct, this Agreement as to the destroyed or damaged Licensed Area shall terminate on

the date of notification by JHFS as specified in this Article. In such event, JHFS agrees to use its best efforts to obtain adequate substitute space for Operator.

6.2.2 Other Airport Property. In the event of damage or destruction of Airport property caused by the Operator, its agents, employees, or equipment, Operator agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Operator further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

6.4. Government Reservations and Restrictions. The rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

6.4.1. During time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

6.4.2. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Board and the Federal Aviation Administration or any successor federal agency.

6.4.3. This Agreement is expressly subject to the terms and conditions of the AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD dated April 27, 1983 (the "Interior Agreement"), as amended, and all applicable federal, state and local laws, rules and regulations. To the extent anything herein conflicts with the Interior Agreement or the applicable laws, rules and regulations, the provisions of the Interior Agreement, or the applicable laws, rules and regulations shall control. The Board shall be free, in the future, to renegotiate the Interior Agreement on such lawful terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Operator or any other person, and Operator shall be bound by the terms of such renegotiated agreement.

6.4.4. This Agreement shall be subordinate to the provisions of any other existing or future agreement between the United States Government and the Board relative to the use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of the Airport now or in the future.

6.5. Agreement Subordinate to Bond Issuance. This Agreement and all rights of the Operator hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment by the Board to secure any bonds authorized by law to be issued for the development or improvement of the Airport, and JHFS and the Operator agree that the holders of

the said Bonds shall possess, enjoy and may exercise all rights of the Board hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Operator and the Board with the terms and provisions of the bond covenants. The Operator agrees to take all action reasonable and necessary to execute any amendment in writing to this Agreement to ensure that the Board remains in compliance with the terms and provisions of the bond covenants for any existing or proposed tax exempt (or non-tax exempt) financing for or on behalf of the Board.

6.6. Utilities, Construction and Maintenance – FBO Terminal and Parking Stalls.

6.6.1. JHFS's obligations: JHFS shall provide the Operator with the following:

6.6.1.1. Utilities to the licensed counter position, except as hereunder stated; and

6.6.1.2. Security lights, signposts, and maintenance of same to the licensed parking stalls.

6.6.2. Operator's obligations: The Operator shall maintain and keep the Licensed Area in good repair and clean condition in accordance with applicable laws, rules and regulations. Operator shall be responsible for providing the following:

6.6.2.1. All items not provided by JHFS in 6.6.1 of this Article.

6.6.2.2. Maintenance of janitorial and garbage service for the counter and storage space; Operator shall ensure that trash generated by its operations is immediately placed in covered containers, that no fugitive trash is generated, that the Licensed Area are policed for trash on a daily basis, and that trash and other wastes are disposed of lawfully and promptly.

6.6.2.3. Maintenance of all licensed parking stalls.

6.6.2.4. Operator agrees to cooperate with JHFS with the provision and installation of any new communication services such as paging, courtesy phones, flight and baggage information systems, etc., necessary to properly operate the Airport. Operator is responsible for all communication and computer services required to operate its Rental Car business.

6.6.2.5. Neither party shall be liable to each other, or any other person, for any interruption or failure in the supply of any utility service to the Licensed Area. In the event of interruption of utility services to the Licensed Area, the Operator and JHFS shall take immediate action to restore such utility services as rapidly as possible to avoid unnecessary interruption of the Operator's business operations.

6.7. Snow Removal. JHFS shall provide snow removal services within the parking areas, provided however, that Operator agrees to cooperate and coordinate with JHFS in removing Motor Vehicles prior to snow removal service of these areas.

6.8. Advertising and Signage.

6.8.1. Operator shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising. Prior to installation of such signage, the Operator shall submit plans and obtain written approval of Director or his/her designee. The right to install identification signs or other advertising devices for information to its customers shall be at a location, in the number and type, size and design approved in writing by the Director. In the event the signs are removed and not replaced, Operator shall repair the area to its normal appearance. To the extent that Operator uses any electronic medium for identification and/or advertising which includes any reference to Operator's relationship with JHFS, JHFS shall have the right to review and approve the same.

6.8.2. All signs shall be repaired or replaced by Operator as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained by Operator with any burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Operator prior to leaving.

6.8.3. Operator shall not install any exterior lighting, shades or awnings or any exterior decorations or paintings, or build any fences or make any change to the exterior portions of the Licensed Area without JHFS's consent.

6.9. Operator's Personal Property/Trademarks.

6.9.1. All personal property, equipment, furnishings, decorations and trade fixtures placed upon the Licensed Area by Operator shall be at Operator's sole risk, and JHFS shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any person or from any causes whatsoever.

6.9.2. Operator represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks, logos or slogans to be used by it in its operation under or in any way connected with this Agreement. Operator agrees to save and hold the Board and JHFS, and their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Operator under or in any way connected with this Agreement.

6.10. Assignment and Subletting.

6.10.1 The Operator shall not assign, sublet or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or

transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of JHFS.

6.10.2 Subject to all other provisions of this Agreement, including Article 6.10.1 above, and subject to prior approval by JHFS, it is expressly agreed and understood that any and all obligations of Operator hereunder may be fulfilled or discharged either by Operator or by a member of Operator's system, duly appointed thereto by Operator and that any and all privileges of every kind granted Operator hereunder may extend to and be enjoyed by such Operator so appointed; provided, however, that notwithstanding the method of operation employed by Operator hereunder, Operator shall continue always to remain directly liable to JHFS for the performance of all terms and conditions of this Agreement.

6.11. Liens or Encumbrances, Lawsuits.

6.11.1 Operator agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered and professional services provided to the Licensed Area for improvements done at Operator's request, during the term for improvement to the Licensed Area. Operator shall keep the Licensed Area free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Licensed Area at Operator's request. Operator agrees to and shall indemnify, and hold JHFS free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Operator for use on the Licensed Area. JHFS may require lien releases as a condition of approval.

6.11.2 Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Operator's operation at the Airport. JHFS and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Operator is an independent contractor in every respect, and not the agent of JHFS.

6.12. Nondiscrimination.

6.12.1 The Operator shall comply with the following FAA required provisions as interpreted from time to time by the United States Department of Transportation ("USDOT") or the FAA. The terms "Contractor", "Offeror", "Applicant" and "Successful Bidder" as used in this Section 6.12 shall refer to the Operator. In the event of conflict between the terms and conditions of Section 6.12 and any other provision of this Agreement, the term and conditions of this Section 6.12 shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

6.12.2 In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency),

creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.

6.12.3 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Operator, for itself, its assignees and successors in interest agrees as follows: Civil Rights – Title VI Assurances – During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

6.12.3.1 **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

6.12.3.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

6.12.3.3 **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

6.12.3.4 **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6.12.3.5 **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

6.12.3.5.1 Withholding payments to the Contractor under the contract until the Contractor complies; and/or

6.12.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

6.12.3.6 **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.12.4 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

6.12.4.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

6.12.4.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

6.12.4.3 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

6.12.4.4 The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6.12.4.5 Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

6.12.4.6 The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

6.12.4.7 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

6.12.4.8 The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

6.12.4.9 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

6.12.4.10 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

6.12.4.11 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6.12.5 The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or

otherwise be subjected to discrimination, (3) that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

6.12.6 With respect to licenses, in the event of breach of any of the above Non-discrimination covenants, JHFS will have the right to terminate the license and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said license had never been made or issued.

6.13 Airport Concession Disadvantaged Business Enterprise Participation (ACDBE).

6.13.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R Part 23. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R Part 23. Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

6.13.2 JHFS has established a goal of 2.53% ACDBE participation for the concession activities covered by this Agreement. Operator shall make good faith efforts to ensure participation of certified ACDBEs in at least 2.53% of its purchases of goods and services for this Agreement. ACDBE participation towards this goal shall be counted in the manner set forth in 49 C.F.R. Section 23.55.

6.13.3 Operator agrees that by January 1 of each year, during the term of the Agreement, Operator will provide a report to JHFS, in the form acceptable to JHFS, (see attached ACDBE Attainment Report – Exhibit #2) describing the dollar amount of its purchases or leases of goods and services during the previous federal fiscal year (October – September) from any vender that is certified as an ACDBE pursuant to the ACDBE Rules, together with documentation, in form acceptable to JHFS, of its good faith efforts during such year to obtain other ACDBE providers of goods and services. Operator shall also provide such additional information to JHFS, including any ACDBE participation in direct ownership of the Operator's business, as JHFS may reasonably request in order to permit JHFS to comply with the requirement of the ACDBE Rules, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rentals.

6.13.4 Operator may only terminate an ACDBE subcontractor for good cause, as defined by 49 C.F.R Section 26.53. Operator may not terminate an ACDBE subcontractor without the prior written consent of Developer. Before requesting to terminate and/or substitute an ACDBE subcontractor, Operator must give notice in writing to the ACDBE subcontractor, with a copy to Developer, of its intent to request to terminate and/or substitute, and the reason for the request. Operator must give the ACDBE subcontractor five (5) days to respond to Operator's notice and

advise Developer and Operator of the reasons, if any, why it objects to the proposed termination of its subcontract and why Developer should not approve Operator's action.

6.13.5 When an ACDBE subcontractor is terminated or fails to complete its work on the contract for any reason, Operator is required to make good faith efforts to find another ACDBE subcontractor to substitute for the original ACDBE. Operator will be required to obtain written approval from Developer for the replacement of the ACDBE or the substitute ACDBE and to provide copies of all new or amended subcontracts or documentation of good faith efforts. The good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under the contract as the ACDBE that was terminated, to the extent needed to meet the program goal under the Agreement. The good faith efforts shall be documented by Operator. If Developer requests documentation under this provision, Operator shall submit the documentation within seven (7) days. Developer shall provide a written determination to Operator stating whether or not good faith efforts have been demonstrated. The Parties agree and acknowledge that, to the extent this Agreement constitutes a long-term, exclusive agreement pursuant to 49 C.F.R. Section 23.75, Operator shall comply with requirements of Section 23.75 and the applicable policies of the Federal Aviation Administration in replacing any ACDBE subtenant, subcontractor, joint venture partner or vendor.

6.13.6 Failure by Operator to carry out the requirements of this part will constitute a material breach of the Agreement and may result in the termination of the Agreement or such other remedy as JHFS deems appropriate.

7. TERMINATION, SURRENDER & DAMAGES

7.1. JHFS's Right of Cancellation. In addition to any conditions as specified herein and all other remedies available to JHFS, this Agreement shall be subject to cancellation by JHFS should any one or more of the following occur:

7.1.1. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets is appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

7.1.2. If the Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of its Rental Car operation on the Airport, except when such abandonment be caused by runway closure, or by fire, earthquake, war, strike or other calamity beyond Operator's control.

7.1.3. If the Operator shall fail to perform, keep and observe any of the other applicable obligations, covenants and/or conditions contained in this Agreement, where such failure shall continue for a period of five (5) business days after written notice thereof from JHFS to Operator; provided, however, that if the nature of the Operator's default as determined by JHFS is such that more than five (5) business days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator commences such cure as soon as possible within said five (5) business day period and thereafter diligently prosecutes such cure to completion, and in any case completes said cure within twenty (20) business days after the aforesaid written notice.

7.1.4. The discovery by JHFS that any financial or background information or statement provided to JHFS by the Operator, or any agent, representative, successor, grantee, or assign of the Operator, was materially false.

7.2. Operator's Right of Cancellation. In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

7.2.1. The permanent abandonment of the Airport.

7.2.2. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for scheduled air transportation.

7.2.3. The breach by JHFS of any covenants, terms or conditions of this Agreement to be kept, performed and observed by JHFS and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

7.2.4. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict the Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

7.3. Surrender of Licensed Area.

7.3.1. Upon the expiration and/or termination of this Agreement, Operator shall immediately surrender the Licensed Area to JHFS in good condition and repair, ordinary wear and usage excepted; and Operator shall remove all of Operator's personal property, trade fixtures, equipment or improvements removable by prior agreement with JHFS from the Licensed Area and shall repair any damage to the Licensed Area caused by such removal. Any personal property of Operator, or anyone claiming under Operator, which shall remain upon the Licensed Area at the expiration or termination of this Agreement shall be deemed to have been abandoned and may be retained by JHFS as Airport property or disposed of by JHFS in such manner as JHFS sees fit without compensation to any party.

7.3.2. By delivery to Operator of written notice not later than thirty (30) days prior to the end of the term of this Agreement, JHFS may require Operator to remove any alterations, additions, or improvements that Operator has made to Licensed Area by the expiration or termination of this Agreement. JHFS may require the removal at any time of all or any part of alterations, additions, or improvements which have been made to the Licensed Area by Operator without JHFS's prior consent.

7.4. Attorney Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Licensed Area to JHFS and/or eviction of Operator during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

7.5. Performance by JHFS. If the Operator should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, JHFS may, at its sole option and after giving written notice to the Operator, perform such act on behalf of the Operator. Upon notification to the Operator of the cost thereof by JHFS the Operator shall promptly pay JHFS the amount due.

7.6. JHFS Remedies.

7.6.1. If Operator should, after notice, fail to remedy any default (i) in the payment of any sum due under this Agreement for ten (10) days after being provided with notice, or (ii) in the keeping of any other term, covenant or condition herein with all dispatch, not exceeding thirty (30) days after being provided with notice, then at its option, in addition to and not exclusive of any other remedy JHFS may have at law or in equity, without any further demand or notice, enter the Licensed Area and evict all persons therefrom, using all necessary force to do so, and either (i) declare this Agreement at an end, in which event Operator shall immediately pay JHFS a sum of money equal to the amount, if any, by which the then cash value of the Concession Fee and Rent for Licensed Area reserved hereunder for the balance of the term of this Agreement exceeds the then cash rental value of the Concession Fee and Use Fee for Licensed Area for the balance of said term, or (ii) without terminating this Agreement, may re-let the Licensed Area, or any part thereof, as the agent and for the account of Operator, upon such terms and conditions as JHFS may deem advisable. In the event JHFS re-lets the Licensed Area, the Operator shall be obligated to pay, in addition to the deficiencies in the Concession Fee and Rent for Licensed Area and the re-letting fee amounts, all necessary renovation and alteration costs and expenses, attorney's fees, and real estate commissions. Said necessary renovations and alterations, attorneys' fees, and real estate commissions paid shall be deemed additional fees due and owing by the Operator. JHFS shall apply all fees collected upon re-letting toward payment of all sums due or to become due to JHFS. Thereafter, if the fees collected upon re-letting are insufficient to pay the original Concession Fee and Use Fee for Licensed Area and the additional rent due and owing as described above, JHFS

may bring an action for any deficiencies due and owing to JHFS as a result of the Operator's default under the terms and conditions of this Agreement.

7.6.2 If JHFS shall have the right to re-enter and take possession of the Licensed Area hereunder, it may enter and eject the Operator and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any other remedies of JHFS; and without liability for any interruption of the conduct of the affairs of Operator or those claiming through or under it. JHFS's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the Licensed Area and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

8. MISCELLANEOUS PROVISIONS

8.1. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.2. Approval or Direction by JHFS. Wherever consent, approval or direction by JHFS is required under this Agreement, such consent, approval or direction by JHFS shall be effective if given by the Director or his designee in the manner set forth in this Agreement.

8.3. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements whether written or oral. This Agreement may not be altered, modified or changed in any manner except by a writing signed by both parties.

8.4. Relationship of JHFS and Operator. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Operator and JHFS shall be deemed to create any relationship other than that of Operator and JHFS.

8.5. Non-Waiver of Breach. The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by JHFS to any act by Operator requiring JHFS's consent shall not be deemed to waive consent to any subsequent similar act by Operator.

8.6. Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at JHFS's option, defend JHFS at Operator's expense by counsel satisfactory to JHFS.

8.7. Applicable Law, Venue, Waiver of Trial by Jury. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Wyoming. Jurisdiction and venue for any action on or related to the terms

of this Agreement shall be exclusively in either the United States District Court for Wyoming or the Teton County District Court for the State of Wyoming, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

8.8. Notices. All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail return receipt requested, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

JHFS: Executive Director
Jackson Hole Airport Board
PO Box 159
1250 East Airport Road
Jackson, Wyoming 83001

OPERATOR: Kaye Gitibin
Gitibin & Associates, LLC.
4300 Campus Drive
Newport Beach, CA 92660

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier, or three (3) days after such notice is deposited in in the U.S. Mail, postage prepaid.

8.9. Time of Essence. It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

8.10. Paragraph Headings. Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.11. Authority of Operator's Representative. As an inducement to JHFS to execute this Agreement, the undersigned representative of Operator represents that he/she is expressly authorized to execute this Agreement and to bind Operator to the terms and conditions hereof and acknowledges that JHFS is relying upon this representation, authorization and execution.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

**JACKSON HOLE AIRPORT BOARD
(OPERATING AS JACKSON HOLE FLIGHT
SERVICES)**

Attest:

Bob McLaurin, Secretary

By: _____
Valerie Brown, President

**GITIBIN & ASSOCIATES, LLC
(OPERATING AS GO RENTALS)**

Attest:

By: _____
Name: _____
Title: _____

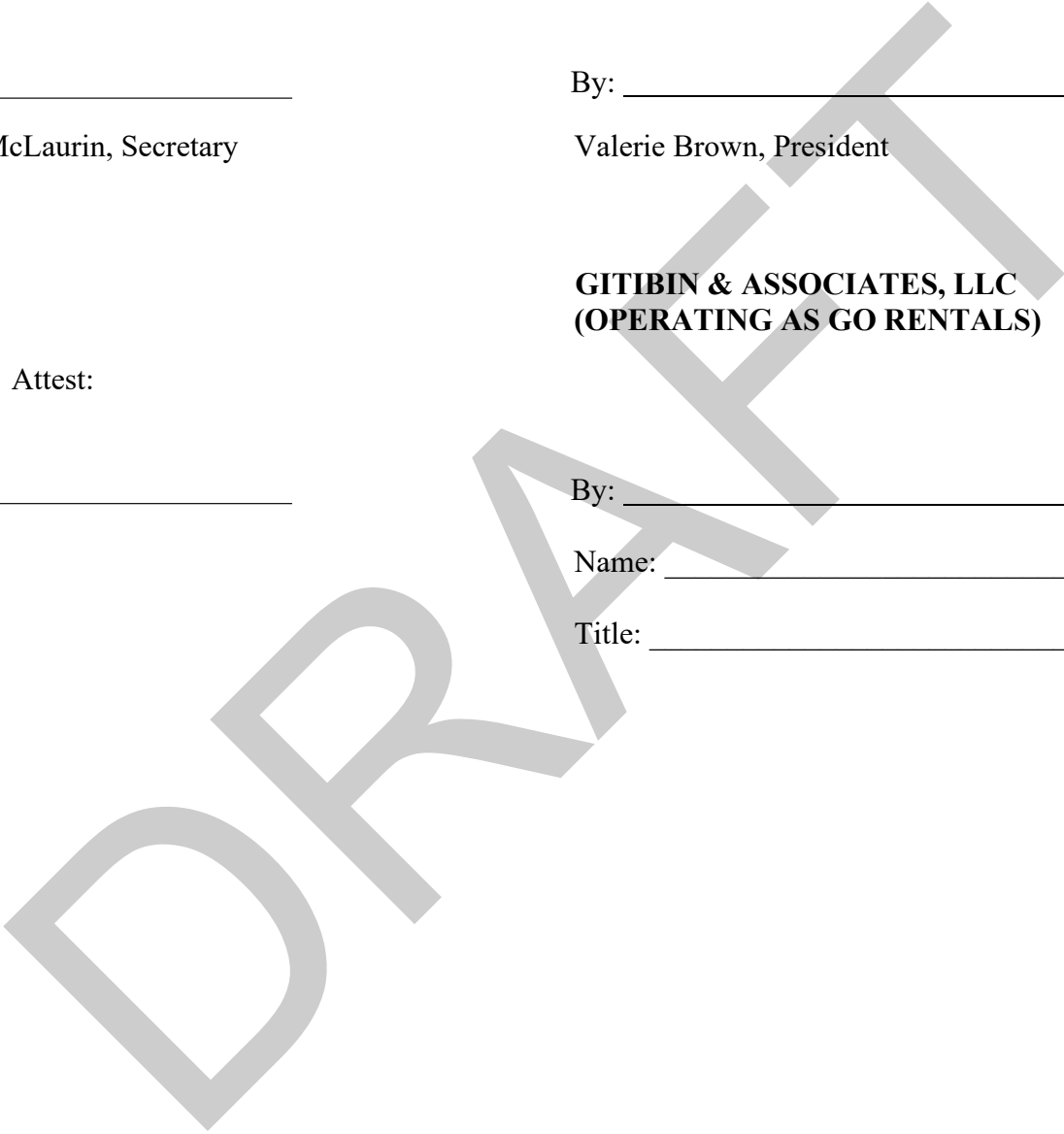


Exhibit #1

EXHIBIT HAS BEEN INTENTIONALLY OMITTED

DRAFT

**JACKSON HOLE AIRPORT
RENTAL CAR ACDBE ATTAINMENT REPORT**

Rental Car Brand: _____

Business name: _____

This company/business, is is not, a certified ACDBE firm
(if a certified ACDBE please provide evidence of this certification and percentage of direct ACDBE
ownership of business) _____ % ACDBE direct ownership of business

Reporting Period: From: _____, 20 _____ To: _____, 20 _____

Reported By: _____

Name _____ phone # _____

Gross Revenues for this period \$ _____ Concession fees paid to the Airport \$ _____

Dollar value of goods & services purchased or leased by this company from _____

Certified ACDBEs: \$ _____

Name of ACDBE firms included in this figure:

Description of Good Faith Efforts to obtain other ACDBE providers of goods and services:

I certify that the above information is true and accurate to the best of my knowledge and accurately
reflects our ACDBE participation and good faith efforts during the period indicated.

Owner/Manager

Date

JACKSON HOLE AIRPORT (JAC)
RENTAL CAR CONCESSION - MONTHLY REPORTING FORM

Revenue Report for the Month of: _____

Operator Name: _____

Prepared By: _____

Gross Revenues (attach detail): _____

Concession Fee: _____

Less 1/12th MAG*: _____

Additional Concession Fee Due: _____

Number of Transaction Days: _____

CFC per Day = _____

Total Number of Nights Vehicles
Stored in the Storage Spaces: _____

Storage Space Rents = _____

Amount Due at time of report: _____

Total Number of Transactions: _____

Report to be submitted electronically to:
Michelle Anderson at Michelle.Anderson@jhairport.org
And copied to Robin Usher at Robin.Usher@jhairport.org

Payments should be mailed to:
Jackson Hole Airport
P.O. Box 139
Jackson, WY 83001

*1/12th of the Minimum Annual Guarantee (MAG) is due on the first day of each month.

JACKSON HOLE AIRPORT (JAC)

RENTAL CAR CONCESSION - MONTHLY REPORTING FORM
OVERFLOW / STORAGE PARKING

Report for the Month of: _____

Operator Name: _____

Day of the Month:

1		2		3
4		5		6
7		8		9
10		11		12
13		14		15
16		17		18
19		20		21
22		23		24
25		26		27
28		29		30
31				

Total Number of Nights Vehicles
Stored in the Storage Spaces: _____
(Report on previous page)

CONTRACT CHANGE ORDER NO. 13 (Federal)

or

SUPPLEMENTAL AGREEMENT NO. N/AAIRPORT Jackson Hole Airport DATE 02/14/2024LOCATION Runway 1/19
Reconstruction Project AIP PROJECT NO. 3-56-0014-063-2020 /
064-2020 / 067-2021 / 070-
2021WYDOT NO. AJA001 A/B/C/DCONTRACTOR Knife River Corporation
– Mountain West

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the Resident Project Representative (RPR):

Schedule I: Reconstruct Runway 1/19, Paved Shoulders and North Blast Pad, Rehabilitate South Blast Pad and Extended Safety Area, and Install Drainage and Grade Runway Safety Area

Item No.	Description	Unit	Unit Price	Quantity	Amount
See attached Proposal REV.2 (JHA VSR Road & Bridge) from Knife River Corporation – Mountain West Dated January 9, 2024					

Original Contract Total (Schedules I, II, & III) (Federal)	\$ 37,069,952.59
Original Contract Total (Schedule V) (Non-Federal)	\$ 47,000.00
This Change Order Total (Federal)	\$ 840,665.00
This Change Order Total (Non-Federal)	\$ 0.00
Previous Change Order(s) Total (Federal)	\$ 473,409.50
Previous Change Order(s) Total (Non-Federal)	\$ 781,073.04
Revised Contract Total (Schedules I, II, & III) (Federal)	\$ 38,384,027.09
Revised Contract Total (Schedule V) (Non-Federal)	\$ 828,073.04
Revised Contract Total (Schedules I, II, III, & V) (Federal + Non-Federal)	\$ 39,212,100.13

The time provided for completion in the contract for the work outlined for Schedule I, Phase 4 (work associated with the proposed VSR Road & Bridge as outlined in this Change Order No.13 document) shall be substantially completed by August 1, 2024 as noted in the ‘Schedule I, Phase 4 (VSR Road & Bridge – Change Order No.13) row that shall be added to the ‘Schedule Table’ as identified in the **Special Provisions** and **Section 80-08 of the General Provisions** as shown below. This document shall become an amendment to the contract and all provisions of the contract will apply. Issued plansheets associated with this VSR Road & Bridge work are attached along with this change order.

Schedule / Phase	Total Number of Allowable Consecutive Calendar Days	Contract Substantial Completion Date ¹	‘No-Excuse’ Incentive ³	Liquidated Damages
Schedule I, Phase 4 <small>(VSR Road & Bridge – Change Order No.13)</small>	45	August 1, 2024	N/A	\$1,000 per Calendar Day

Recommended by:	DocuSigned by: Stuart Schiff	1/31/2024
Approved by:	Resident Project Representative (RPR)	Date
Accepted by:	DocuSigned by: Zack Mathews	1/31/2024
Concurred by:	Contractor Melissa Palka	Date 2/1/2024
Approved by:	State Aeronautics (if applicable) Rebecca Wersal	Date 2/1/2024
	Federal Aviation Administration	Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when State participation is anticipated. Change Orders and Supplemental Agreements are subject to the availability of Federal and/or State funds.

JUSTIFICATION FOR CHANGE ORDER

1. Brief description of the proposed contract change(s) and location(s).

The proposed contract change order work **includes** the following:

- Realign the Vehicle Service Road (VSR) that is currently located on the southwest side of the Runway 1/19 outside of the Runway Safety Area (RSA).
- In order to realign the south perimeter road as noted in the bullet above, a 30' wide by 60' length bridge will be installed to span the Enterprise Ditch.
- Miscellaneous work associated with the above two bullets including erosion control items, grading, landscape blocks, topsoiling, seeding, and guardrails.

The proposed contract change order does **not** include the following items which are shown in the attached plans but will **not** be constructed at this time due to funding limitations:

- Pavement removal work items (P-101a)
- Asphalt paving work items (P-401a & P-603a)
- Delineators (WY-702a) *Delineators will be purchased and installed by JAC Airport staff after Change Order No.13 completion.

2. Reason(s) for the change(s) (Continue on reverse if necessary)

A recent FAA Part 139 inspection noted that the Vehicle Service Road (VSR) on the southwest side of Runway 1/19 is a safety concern because the location where the road crosses the Enterprise Ditch is within the Runway Safety Area (RSA) which does not meet the safety requirements of the RSA identified in FAA Advisory Circular 150/5300-13B, Airport Design, Chapter 3, Runway Design, Section 3.10.1, Runway Safety Area. This issue was identified during the initial design phase of the Runway 1/19 Reconstruction Project, but due to funding limitations and environmental clearance timing challenges, this VSR within the RSA issue was not addressed during the initial design. However, and with the total budget underrun with the Runway 1/19 Reconstruction Project, and with the recent environmental clearance to construct the proposed bridge, this issue can be resolved with this proposed change order.

3. Justifications for unit prices or total cost.

The majority of work items in this change order are work items associated with the original contract. It should be noted that the Contractor (Knife River) had to adjust the unit costs for most of the work items from the original contract to account for the cost increase of materials, fuel, and housing staff since the time of the original bid opening (bids were originally opened on March 17, 2021). The cost associated with the P-152b: Unclassified Excavation - Embankment (Onsite) and WY-301a: Base Course Grade L or W (Owner Provided) does not include costs for the importing of these materials as these materials will be acquired onsite and provided by the Jackson Hole Airport. The RPR's quality assurance (QA) testing firm will be responsible for all testing (including any special inspections for the installation of the bridge itself) required with this Change Order No.13.

For new work items added with this change order, the costs submitted by the Contractor to complete the proposed work have been analyzed and/or compared to the costs of similar work items outlined within the original Contract and/or to work items in previous projects that have taken place at the Airport. Based on this evaluation, Jviation, Inc. recommends JAC approval of this change order as the costs submitted for these work items are justifiable and reasonable. Additionally, the proposed quantities, unit prices, and total costs for this change order work have been reviewed by JAC Airport staff.

4. The sponsor's share of this cost is available from:

The Sponsor has funds to meet the required match as a result of this modification.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

6. Has consent of surety been obtained? Yes Not Necessary .

7. Will this change affect the insurance coverage? Yes No .

8. Has consent of surety been obtained? Yes Not Necessary .

9. If yes, will the policies be extended? Yes No .

10. Has this Change Order been discussed with FAA and WYDOT officials?

Yes No **When:** Multiple Meetings **With Whom:** Rebecca Wersal, FAA & Melissa Palka, WYDOT

Comment _____

Submit 4 copies to FAA and WYDOT Aeronautics

Proposal REV. 2



Knife River Corporation - Mountain West

4055 Professional Way

Idaho Falls Idaho 83402

Contact: Zack Mathews

Phone: 208.900.8147

Email: zack.mathews@kniferiver.com

Quote To: Jviation
Paul Fiore
Stuart Schiff

Job Name: JHA VSR Road & Bridge

Date of Plans: 12/12/2023

Change Order No. 13

Addendums: N/A

Phone:

Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C-105a	Mobilization (10% Maximum)	1.00	LS	82,000.00	82,000.00
C-102b	Install / Maintain / Remove Wattles	700.00	LF	5.00	3,500.00
C-102c	Install / Maintain / Remove Silt Fence	600.00	LF	5.00	3,000.00
P-151a	Clearing and Grubbing	1.00	AC	6,400.00	6,400.00
P-152a	Unclassified Excavation	200.00	CY	22.00	4,400.00
P-152b	Unclassified Excavation - Embankment (Onsite)	1,300.00	CY	25.00	32,500.00
P-154b	Separation Geotextile	1,600.00	SY	3.00	4,800.00
P-610a	Landscape Block (2'x2'x4')	34.00	EA	550.00	18,700.00
T-901a	Seeding (with GTNP Seed Mix)	0.30	AC	2,400.00	720.00
T-901b	Tackifier	0.30	AC	5,400.00	1,620.00
T-905a	Topsoiling (Obtained Onsite)	350.00	CY	19.00	6,650.00
WY-301a	Base Course Grade L or W (Owner Provided)	275.00	CY	65.00	17,875.00
WY-606a	Guardrail	230.00	LF	150.00	34,500.00
BR-100a	Bridge Construction, Complete	1.00	LS	624,000.00	624,000.00
GRAND TOTAL					\$840,665.00

NOTES:

Bid Notes:

Knife River is duly licensed and authorized to do business in the following states:

ID RCE# 46906, PWC-C-033799-U-1-2-3

WA UBI# 604239617

OR CCB# 221896

MT CCR# 241149

UT COL# 10780213-5501

NV NBI# NV20181187762

WY ID# 03702

February 8, 2024

Mr. James P. Elwood, AAE
Executive Director
Jackson Hole Airport
1250 E. Airport Road
Jackson, WY 83001

Subject: Jackson Hole Airport Board (JHAB)
Jackson Hole Airport, Jackson, Wyoming
AIP Project No. 3-56-0014-071-2022 & 074-2023 / WYDOT Project No. AJA024A/B
Deice Access Taxilane and North Taxiway A Rehabilitation Project
Schedules I, II, III, IV, V, VI, & VII
Letter of Recommendation - Schedule II, III, & V (Non-Federal)

Dear Mr. Elwood:

On April 12, 2023, Jviation recommended with our original 'Letter of Recommendation' (LoR-I & VI) to award Schedules I and VI (Non-Federal) to Knife River Corporation – Mountain West (Knife River). On May 17, 2023, the Board approved the award of Schedules I and VI (Non-Federal) to Knife River in the amount of \$5,289,210.00. Additionally, on August 15, 2023, Jviation recommended with a follow-up LoR (LoR-VII) to award Schedule VII to Knife River. On August 23, 2023, the Board approved the award of Schedule VII to Knife River in the amount of \$723,500.00. Construction was completed for Schedules I, VI, and VII in 2023 on time and under budget.

As outlined in LoR-I & VI dated April 12, 2023 as well as in the follow-up LoR-VII dated August 15, 2023, it was noted that negotiations would continue with Knife River as a sole bidder on the remaining schedules of work that were not awarded which includes Schedules II-V. After several discussions, Knife River has presented a revised pricing proposal that includes Schedules II-V—see attached Knife River Corporation – Mountain West Proposal 'Revised Unit Prices for Schedule II, III, IV, V' dated January 10, 2024.

An updated bid tab is summarized in the table on the following page (adjusted for minor discrepancies as identified in **yellow**) which reflects Knife River's latest revised pricing that has been received to date for Schedules II-V. Please note, although the revised price for Schedule IV (noted with an *) is listed within the table, Schedule IV is not being recommended to be awarded at this time. Knife River has agreed to honor the unit prices as noted in Knife River Corporation – Mountain West Proposal 'Revised Unit Prices for Schedule II, III, IV, V' dated January 10, 2024 for the Schedule IV work as long as award is made on or prior to July 15, 2024. It is also understood by all parties that in order to complete the work outlined in Schedule IV prior to the onset of winter, the Contractor may need to order associated long-lead items and/or materials in advance of award. In this case, a separate contract may be required to be entered into between the Contractor and the Sponsor identifying these specific items and/or materials.

Schedule	Engineer's Estimate	Knife River Mountain West (As-Bid)	% Higher/Lower from Engineer's Estimate	Knife River Mountain West (Revised Price)	% Higher/Lower from Engineer's Estimate
Schedule I	\$3,115,892.45	\$6,249,715.00	+100.58%	\$4,980,690.00	+59.85%
Schedule II	\$6,892,954.75	\$13,271,230.00	+92.53%	\$11,999,950.00	+74.09%
Schedule III	\$2,640,354.20	\$3,188,082.00	+20.74%	\$3,110,382.00	+17.80%
Schedule IV*	\$2,101,942.70	\$2,877,046.00	+36.88%	\$2,501,736.00*	+19.02%
Schedule V (Non-Federal)	\$1,004,025.00	\$1,905,620.00	+89.80%	\$1,868,220.00	+86.07%
Schedule VI (Non-Federal)	\$310,695.00	\$693,690.00	+123.27%	\$308,520.00	-0.70%
Schedule VII	\$662,200.00	\$1,003,000.00	+51.46%	\$723,500.00	+9.26%
Total (II, III, & V)	\$10,537,333.95	\$18,364,932.00	+74.28%	\$16,978,552.00	+61.13%
Total (I - VII)	\$16,728,064.10	\$29,188,383.00	+74.49%	\$25,492,998.00	+52.40%

When considering whether to award any of the schedules of work, it is critical that a determination be made to move forward with Schedules II, III, & V (Non-Federal) as soon as possible to complete the work during the 2024 construction season before winter sets in. With this in mind, and considering the need to procure materials and to mobilize equipment, Knife River has required that a Notice of Award on the revised prices for Schedules II, III, and V (Non-Federal) be executed no later than **February 23, 2024**. For the remaining schedule of work that has not been awarded (Schedule IV), Knife River has stipulated that Notice of Award be given on or prior to July 15, 2024 in order to hold their proposed revised pricing for this schedule of work.

Although the revised pricing for Schedules II, III, & V (Non-Federal) proposed by Knife River is still greater than the engineer's estimate, the proposal is closer (\$16,978,552, +61.13%) to the original engineer's estimate (\$10,537,333.95) than Knife River's original bid for Schedules II, III, & V (Non-Federal) (\$18,364,932.00, +74.28%). The revised pricing proposal for Schedules II, III, & V (Non-Federal) appears to be fair and reasonable considering current market conditions.

In terms of funding, JAC is programmed to receive federal funds via FAA Entitlement, Discretionary, and BIL AIG grants to complete work on this Project (as noted below). The funds will adequately cover the costs to complete the work proposed in the federally eligible Schedules I and VII that were completed in 2023 as well as Schedules II and III that are recommended to be awarded with this LoR-II, III, & V. However, with the anticipated project costs at this time, it is estimated that JAC will be required to 'float' a portion of the federal funds for a short period of time until the grants are actually issued. This float amount was evaluated in consultation with JAC staff using the latest JAC cash flow projections with no concerns being noted.

- FAA FY2023 Entitlement Grant (total value of \$3.6MM) – **Received**
- FAA FY2024 BIL AIG Grant (estimated total value of \$3.6MM) - **Expected March 2024**
- FAA FY2024 Entitlement Grant (total value of \$3.6MM) – **Expected July 2024**
- FAA FY2024 Discretionary Grant (total value of \$10.6MM) – **Expected July 2024**
- FAA FY2025 BIL AIG Grant (estimated total value of \$3.6MM) - **Expected March 2025**
- Wyoming State Governor Commitment (estimated total value of \$1.7MM) - **Expected March 2024**

One additional item worth noting is that Jviation, on behalf of JAC, submitted and received approval from the FAA for a 'Cold Weather Early Start' request. This will allow the Sponsor (JAC) to move forward with proposed construction prior to receiving the programmed FY2024 Discretionary grant while maintaining federal eligibility for the work performed ahead of the grant issuance.

Based on the information provided by the bidder, and considering the programmed FAA Entitlement, Discretionary, and BIL AIG funding programmed, we recommend that the Board award Schedules II & III in the amount of **\$15,110,332.00** and Schedule V (Non-Federal) in the amount of **\$1,868,220.00** to Knife River subject to concurrence by FAA/WYDOT and funding availability. It should be noted that FAA/WYDOT's concurrence does not constitute any waiver of the contractual obligations specified in the Contract Documents required by the Contractor.

Our office has reviewed Knife River's bid proposal for compliance with the Instruction to Bidders. Knife River submitted the required forms, as outlined in Division 2 of the Contract Documents. Knife River also submitted evidence of competency to perform the work and evidence of financial responsibility, as per the requirements set forth by the Contract Documents. Jviation has closely reviewed the bid proposal provided by Knife River and has determined that Knife River meets the requirements contained within the Project's Contract Documents.

The DBE goal for this Project is 3.66% (Race Conscious). Per the Disadvantaged Business Utilization Commitment form, Knife River has indicated that they agree to expend at least 3.66% DBE utilization to meet the DBE goal. As a result, Knife River is considered to have met the requirements for meeting the DBE goal for this Project.

Knife River was vetted against the General Services Administration Excluded Parties List System, and no records were found.

In summary, awarding Schedules II, III, and V (Non-Federal) now will allow the Project to be completed on schedule as programmed. This approach also provides adequate time to award Schedule IV to Knife River pending funding availability. If funding becomes available, we would then provide a follow-up recommendation to award Schedule IV to the Board prior to July 15, 2024.

Finally, we have consulted with the FAA and the Airport Attorney and confirmed that this approach outlined, including negotiating with Knife River as a sole bidder, is permissible under law and more precisely, satisfies federal, state and local requirements for competitive solicitations (including WS 15-1-113).

The following documents have been enclosed for your review:

Planholder's List

Bid Tabulation including Review Memorandum

Knife River Bid Proposal – As-Bid

Knife River Bid Proposal – Revised Unit Prices for Schedule II, III, IV, V

If you need additional information, please feel free to contact us.

Sincerely,

Stuart Schiff
Project Engineer & Construction Manager

cc: Michelle Anderson, JAC Airport Assistant Director - Finance & Administration
Dustin Havel, JAC Airport Assistant Director - Operations
Rebecca Wersal, FAA Denver ADO
Melissa Palka, WYDOT Aeronautics
Dan Reimer, JAC Airport Attorney
JD Ingram, Jviation/Woolpert Senior Vice President
Paul Fiore, Jviation/Woolpert Project Manager

DRAFT

1 **CONTRACT FOR IMPROVEMENTS**

2 **Jackson Hole Airport**
3 **Jackson, Wyoming**

4
5 **A.I.P. PROJECT NO. 3-56-0014-071-2022 & 074-2023**
6 **WYDOT PROJECT NO. AJA024A/B**
7

8 **Deice Access Taxilane and North Taxiway A Rehabilitation**
9

10 This Contract for Improvements is made and entered into this 23rd day of February, 2024, by and between
11 **Jackson Hole Airport Board** (“Sponsor”, “Owner”, “Airport”), a body corporate organized under the
12 laws of Wyoming, having an address of P.O. Box 159, 1250 E. Airport Road, Jackson, Wyoming 83001,
13 and **Knife River Corporation – Mountain West (“Contractor”)**, a Corporation organized under the
14 laws of Delaware, having an address of 5450 W. Gowen Road, Boise, ID 83709.
15

16 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
17 Sponsor and Contractor agree as follows:
18

19 **1. The Contract.** The “Contract” shall include “Contract Documents” as they are defined
20 in Paragraph 10-16, Section 10 of the General Provisions and consist of the Invitation for Bid, Instruction
21 to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form
22 of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice
23 to Proceed for Preconstruction Activities, Notice to Proceed for Construction, Notice of Contractor’s
24 Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached
25 appendices, Knife River Corporation – Mountain West Proposal ‘Revised Unit Prices for Schedule II,
26 III, IV, V’ dated January 10, 2024, and all documents incorporated by reference therein. The Contract
27 Documents are made a part of the Contract as if fully set forth herein.
28

29 **2. Scope of Work.** The intent of this Contract is to provide for completion in every detail
30 of the improvements defined in the Contract Documents (the “Work”). Contractor shall furnish all labor,
31 equipment, tools, transportation and supplies required to complete the Work in strict compliance with
32 the Contract and in a good and workmanlike manner. The Sponsor has awarded Schedules II, III, and V
33 (excluding Schedule IV at this time) per the pricing revisions to the Contract Proposal as noted in the
34 attached Knife River Corporation – Mountain West Proposal ‘Revised Unit Prices for Schedule II, III,
35 IV, V’ dated January 10, 2024 to the Contractor contingent on the availability of federal funding for the
36 same, and therefore, the work described in such Schedule shall not become a part of the Work subject to
37 this Contract unless and until the Sponsor delivers a Notice to Proceed for Construction with such
38 Schedule(s) or Bid Alternate(s). Notwithstanding anything to the contrary in the Contract Documents,
39 the Work under this Contract shall be limited to Schedules II, III, and V (excluding Schedule IV at this
40 time), and all tasks reasonably necessary to complete such Schedule(s). Should the Sponsor elect to
41 proceed with the work described in the Schedule of work that has not been awarded to date (Schedule
42 IV), then the Sponsor and Contractor shall enter into a separate contract pertaining to such work prior
43 to July 15, 2024. It is understood by all parties that the Contractor will only be required to honor the unit
44 prices as noted in Knife River Corporation – Mountain West Proposal ‘Revised Unit Prices for Schedule
45 II, III, IV, V’ dated January 10, 2024 for the Schedule IV work, if an award is made on or prior to July
46 15, 2024. It is also understood by all parties that in order to complete the work outlined in Schedule IV
47 prior to the onset of winter, the Contractor may need to order associated long-lead items and/or materials
48 in advance of award. In this case, a separate contract may be required to be entered into between the
49 Contractor and the Sponsor identifying these specific items and/or materials. If the parties are unable to
50 enter into a separate contract for long-lead items and/or materials, the Contractor shall not be under any

51 obligation to honor its pricing and reserves all rights to seek additional compensation for the cost of such
52 items and/or materials.

53
54 **3. Time.**

55
56 3.1 Contractor agrees to commence work within ten consecutive (10) calendar days
57 after the receipt of a Notice to Proceed for Construction, and that the Contractor further agrees
58 to complete said Work within the Total Number of Allowable Consecutive Calendar Day(s) for
59 each Schedule/Phase and/or by the Contract Substantial Completion Date as identified in the
60 **Special Provisions** and **Section 80-08 of the General Provisions** and as stipulated in the
61 **‘Revised Schedule Table for Schedules II, III, IV, & V’** on the pages to follow, and that
62 he/she acknowledges and agrees that the number of Calendar Day(s) allowed to complete the
63 work is reasonable, taking into consideration all relevant factors, including the climatic range,
64 industrial, and/or construction conditions prevailing in the Project locality. Extensions of the
65 Contract time may only be permitted upon execution of a written modification to the Contract
66 approved by the Sponsor.

67
68 3.2 Subject to the provisions of the Contract Documents, the Sponsor shall be
69 entitled to liquidated damages for failure of the Contractor to complete the Work which exceeds
70 the Total Number of Allowable Consecutive Calendar Day(s) for each Schedule/Phase and/or
71 for the time which exceeds the Contract Substantial Completion Date allowed in the Contract.
72 Permitting the Contractor to continue and finish the work or any part of it after the time fixed
73 for its completion, or after the date to which the time for completion may have been extended,
74 will in no way operate as a waiver on the part of the Sponsor of any of its rights under the contract.

75
76 The Contractor further agrees to pay liquidated damage(s) as compensation for non-use for
77 damages incurred by the Sponsor should the Contractor fail to complete the work in the time
78 provided in their Contract. The Contractor shall be assessed liquidated damage(s) as stipulated in
79 the **‘Revised Schedule Table for Schedules II, III, IV, & V’** on the pages to follow for each
80 period (day, hour, etc.) that the work remains uncompleted beyond the Contract period and as
81 identified in **Section 80-08 of the General Provisions**.

101 **Revised Schedule Table for Schedules II, III, IV, & V** (see superscripts on following page for more
 102 details). The ‘Revised Schedule Table for Schedules II, III, IV, & V’ is based upon the latest Construction
 103 Safety Phasing Plan (CSPP) plansheets G011, G017, G018, G019, G020, G023 dated February 23, 2024.

Schedule / Phase	Total Number of Allowable Consecutive Calendar Days	Contract Substantial Completion Date ¹	Liquidated Damages
Schedule II, Phase 1 & Schedule V, Phase 1 ⁶	31 Days ^{2,4}	May 31, 2024	\$1,000 per Calendar Day and/or \$1,000 per Hour ⁵
Schedule III, Phase 1			
Schedule III, Phase 2	10 Days ^{2,4}		
Schedule III, Phase 3	5 Days ^{2,4}		
Schedule II, Phase 2 & Schedule V, Phase 2 ⁶	90 Days ²	July 30, 2024	\$1,000 per Calendar Day
Schedule III, Phase 4	10 Days ^{2,4}		
Schedule IV	31 Days ³	October 19, 2024	\$1,000 per Calendar Day

104
 105 ¹Substantial Completion (“Substantial Completion”) shall be defined as the point in the construction process when the work
 106 outlined to be completed in the individual Schedule and/or Phase has been satisfactorily completed in compliance with the
 107 Contract, has met all FAA acceptance criteria, and is ready for use by the Owner, as determined in a written notification to
 108 the Owner by the RPR, issued in the sole but reasonable discretion of the RPR. To facilitate an inspection by the RPR, the
 109 Contractor shall give the RPR written notice at least five (5) calendar days before it believes the Schedule and/or Phase of
 110 work will reach Substantial Completion. It is expressly understood by all parties that the time outlined for each Schedule
 111 and/or Phase to complete the work is reasonable, taking into consideration all relevant factors, including the climatic range,
 112 industrial, and/or construction conditions prevailing in the Project locality.
 113

114 ²The start of Schedule(s) II, III, and/or V work, for which is defined by the Notice to Proceed for Construction, shall not
 115 begin prior to **May 1, 2024** and the respective Schedules/Phases shall be sequenced in a manner consistent to the Construction
 116 Safety Phasing Plans (CSPP).
 117

118 ³The start of Schedule IV work, for which is defined by the Notice to Proceed for Construction, shall not begin prior to **the**
 119 **completion of Schedules II, III, and V**, and the respective Schedules/Phases shall be sequenced in a manner consistent to
 120 the Construction Safety Phasing Plans (CSPP).
 121

122 ⁴Any work required to be completed in the object free and/or the safety areas of an active taxiway and/or taxilane shall be
 123 completed during the nighttime hours after Runway 1/19 is closed each night by the Airport which generally will occur after
 124 the last commercial flight arrives, but not sooner than 10:00pm local time. Generally speaking, Runway 1/19 nighttime closure
 125 hours are assumed to be from 10:00pm – 6:00am local time each night unless other circumstances call for the need to keep
 126 the runway open as determined by the sole but reasonable discretion of the RPR and/or the Airport.

127 ⁵The Contractor shall have Taxiway A (including all safety and object free areas) opened to aircraft traffic no later than 6:00am
128 local time on June 1, 2024. If the Contractor fails to open Taxiway A (including all safety and object free areas) to aircraft
129 traffic due to incomplete work, safety concerns, and/or for any other reason as determined by the sole but reasonable
130 discretion of the RPR, the Contractor shall be assessed an additional liquidated damage of \$1,000 per hour (not to exceed
131 \$5,000 per day) that Taxiway A is not opened after 6:00am local time on June 1, 2024.

133 ⁶If Schedule V is awarded, the work identified in this schedule shall be completed concurrently and within the overall
134 timeframe of Schedule II. No additional contract time will be granted if Schedule V is awarded.

136 The Contractor further agrees to pay compensation for the unscheduled employment of the
137 Engineer/RPR and/or their required Sub-Contractors (including but not limited to the Quality
138 Assurance testing firm) necessitated by the Contractor for any of the following: 1) working more
139 than twelve (12) hours per day 2) furnishing materials or equipment not in conformance with the
140 Contract Documents necessitating redesign, retesting, or additional review time by the
141 Engineer/RPR and their Sub-Contractors, and 3) working beyond the time of completion as
142 stipulated within the **'Revised Schedule Table for Schedules II, III, IV, & V'** on the previous
143 pages for each period (day, hour, etc.) and as identified in the **Special Provisions and Section**
144 **80-08 of the General Provisions** with Construction according to the following rates:

<u>Description</u>	<u>Straight Time</u>
Principal	\$295.00/hr
Resident Project Representative (RPR)	\$220.00/hr
Electrical Engineer	\$260.00/hr
Associate Engineer	\$175.00/hr
Project Manager	\$255.00/hr
Per Diem (per each onsite staff)	\$374.00/day*
Vehicle Charge	\$85.00/day
Airfare Travel	\$1,200.00/trip
Out of Pocket Cost, material, equipment, supplies, vehicle mileage.	At Cost
<u>Quality Assurance Testing Firm</u>	<u>Straight Time</u>
Project Manager	\$255.00/hr
Project Engineer	\$175.00/hr
Field Technician	\$125.00/hr
Per Diem (per each onsite staff)	\$374.00/day*
Vehicle Charge	\$85.00/day
Out of Pocket Cost, material, equipment, supplies, vehicle fuel.	At Cost

166 *Per diem will be calculated based on the United States General Services Administration (GSA) rates at the time of
167 the unscheduled employment.

169 Compensation for liquidated damages shall be paid by deduction from the Contractor's final
170 payment.

172 The engineering budget will be analyzed at the end of the project to determine whether any
173 unscheduled employment of the Engineer/RPR and/or their required Sub-Contractors, during
174 the scheduled contract time, resulted in a cost savings to the Owner. If, as a result of working
175 more than (12) twelve hours per day, the Contractor completes the project within the scheduled
176 contract time, and if the overtime results in a reduced contract time and cost savings to the
177 Owner, no liquidated damages will be assessed for the unscheduled employment of the
178 Engineer/RPR and/or their required Sub-Contractors during the scheduled contract time.

179 Liquidated damages will be assessed as stipulated for each Calendar Day the work remains
180 uncompleted beyond the scheduled contract time.
181

182 **4. Payment.**

183 4.1 Contractor agrees to perform the Work for the unit prices and lump sums as
184 submitted for Schedules II, III, and V in the attached Knife River Corporation – Mountain West
185 Proposal ‘Revised Unit Prices for Schedule II, III, IV, V’ dated January 10, 2024, taking into
186 consideration additions to or deductions from the Bid by reason of actual quantities measured,
187 alterations or modifications of the original estimated quantities, or by reason of “Extra Work”
188 authorized under this Agreement in accordance with the provisions of the Contract Documents.
189

190 4.2 No claim for extra work done, materials furnished by Contractor, delay or
191 acceleration will be allowed except as provided by the Contract. Contractor shall not do any work
192 or furnish any materials not covered by the Contract unless such work is first ordered in writing
193 as provided in the Contract, and if appropriate, an amendment to the Contract Sum if agreed
194 upon. Claims for payment for extra work will be rejected if not covered by a Change Order or
195 Supplemental Agreement.
196

197 4.3 Notwithstanding anything to the contrary in the Contract Documents, Contractor
198 hereby acknowledges and agrees that Owner’s performance under the Contract is subject to
199 receipt of funds from the FAA and/or WYDOT Aeronautics and is subject to annual
200 appropriation by the Sponsor in accordance with a budget adopted by the Sponsor. Owner may
201 issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.
202

203 4.4 Sponsor will retain from partial payments five percent (5%) of the total amount
204 due Contractor based on the Contractor's Application for Payment and the Engineer's
205 Recommendation of Payment. Final payment will be made only after advertisement as required
206 and in the manner provided by Wyoming Statute Section 16-6-116.
207

208 4.5 In accordance with Wyoming Statute Section 16-6-602, Sponsor shall pay
209 Contractor within forty-five (45) days of the Contractor’s Application for Payment or shall pay
210 interest from the forty-fifth day at a rate of one and one-half percent (1 ½%) per month on the
211 unpaid balance until the account is paid in full, provided that the Sponsor has received the
212 Engineer’s Recommendation of Payment and no good faith dispute exists as to the Sponsor’s
213 obligation to pay.
214

215 **5. Breach of Contract.** If Contractor violates or breaches the terms of this Contract, the
216 Sponsor may suspend or terminate this Contract, or take any other action and pursue any other remedy
217 available at law or in equity.
218

219 **6. Indemnification.** Contractor shall indemnify and hold harmless the Sponsor and the
220 Engineer, Resident Project Representative (RPR), their officers and employees, from all suits, actions or
221 claims relating in any way to performance of the Work under this Contract.
222

223 **7. Governing Law & Attorney Fees.** This Contract will be governed by and construed in
224 accordance with the laws of Wyoming. Claims or disputes between the parties arising out of or relating
225 to this Contract will be brought only in a court in and for Teton County, Wyoming, or in the United
226 States District Court for the District of Wyoming, and in any such action the prevailing party will be
227 entitled to an award of reasonable legal fees and costs incurred.
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8. **Miscellaneous.**

8.1 The section headings contained in this Contract are for convenience in reference and are not intended to define or limit the scope of any provision.

8.2 Time is of the essence in this Contract.

8.3 Waiver by either party of, or the failure of either party to insist upon, the strict performance of any provision of this Contract shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

8.4 Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Contract, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice Contractor or Sponsor in their rights and obligations contained in valid covenants, conditions or provisions.

8.5 All covenants, conditions and provisions in this Contract shall extend to and bind the successors of the parties hereto, the assigns of Sponsor, and the permitted assigns of Contractor.

8.6 Notices and demands provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier service providing proof of delivery, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

8.7 This Contract embodies the entire agreement between the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

8.8 In the event of inconsistency between the terms of the Contract Documents or any law or regulations, the inconsistency shall be resolved by giving preference in the following order (1) laws and regulations, (2) this Contract for Improvements, (3) the Special Provisions, (4) the General Provisions, and (5) other of the Contract Documents.

IN WITNESS WHEREOF, Contractor and Sponsor, respectively, have caused this Contract to be duly executed effective on the day and year first written above in five (5) copies, each of which shall be considered an original.

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ATTEST:

By: _____
Robert McLaurin, Secretary

SPONSOR

Jackson Hole Airport Board

By: _____
Valerie Brown, President

CONTRACTOR

Knife River Corporation – Mountain West

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

DRAFT

1 **NOTICE OF AWARD**

2
3
4 DATE: February 23, 2024

5
6
7 TO: Knife River Corporation – Mountain West
8 5450 W. Gowen Road
9 Boise, ID 83709

10
11 Jackson Hole Airport Board, having considered the Contract Proposals submitted for improvements
12 to the Jackson Hole Airport, AIP Project No. 3-56-0014-071-2022 & 074-2023 / WYDOT Project
13 No. AJA024A/B, and it appearing that your pricing revisions to the Contract Proposal per the ‘Knife
14 River Corporation – Mountain West Proposal ‘Revised Unit Prices for Schedule II, III, IV, V’ dated
15 January 10, 2024 of **Sixteen Million Nine Hundred Seventy-Eight Thousand Five Hundred**
16 **Fifty-Two and 00/100 Dollars (\$16,978,552.00)** for Deice Access Taxilane and North Taxiway A
17 Rehabilitation for Schedules II, III, & V (Non-Federal) is fair, equitable and in the best interest of the
18 Jackson Hole Airport Board and having authorized the work to be performed, the said Contract
19 Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained
20 therein.

21
22 In accordance with the terms of the Contract Documents, you are required to execute the formal
23 Contract Agreement and furnish the required Performance Bond and Payment Bond within 30
24 consecutive calendar days from and including the date of this notice.

25
26 The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract
27 Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you
28 should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond,
29 within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

30
31 This Award is subject to the concurrence of the Federal Aviation Administration.

32
33
34 Jackson Hole Airport Board
35 Jackson, Wyoming

36
37
38 By: _____
39 Contract Authorized Representative

40
41 _____
42 Name and Title

43
44 _____
45 Date
46

1 **NOTICE TO PROCEED**
2 **FOR**
3 **PRECONSTRUCTION ACTIVITIES**

4
5
6 DATE: February 23, 2024
7

8
9 TO: Knife River Corporation – Mountain West
10 5450 W. Gowen Road
11 Boise, ID 83709
12

13 You are hereby authorized to proceed on this date, February 23, 2024 with the preconstruction
14 activities listed in TABLE 1. PRECONSTRUCTION REQUIREMENTS OF ITEM C-105
15 MOBILIZATION for the improvements to the Jackson Hole Airport, AIP Project No. 3-56-0014-
16 071-2022 and 074-2023 / WYDOT Project No. AJA024A/B Deice Access Taxilane and North
17 Taxiway A Rehabilitation Project, Schedules II, III, & V (Non-Federal) in accordance with the terms
18 of the Contract Documents and your Contract Proposal.
19

20 The work shall begin immediately after the date of this notice and shall be in compliance with all
21 requirements of the Contract Documents and as outlined in Section C-105 Mobilization. Contract
22 time will not commence until after the issuance of the Notice to Proceed for Construction.
23

24
25 Jackson Hole Airport Board
26 Jackson, Wyoming
27

28
29 By:

30 _____
Contract Authorized Representative

31
32 _____
Name and Title

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34 _____
Date
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**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 10
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WOOLPERT**

*Construction Administration and Construction Management
Deice Access Taxilane and North Taxiway A Rehabilitation
Schedules II, III, V, and IV*

This Amendment No. 10 (the "Amendment") is to that certain Engineering Services Agreement (the "Agreement") between the **Jackson Hole Airport Board** ("Sponsor"), and **Woolpert**, ("Engineer") and is dated effective February 23, 2024.

WHEREAS, Sponsor and Engineer entered into a Base Agreement for Professional Services ("Agreement") dated April 19, 2023, relating to engineering services to be provided to the Sponsor with respect to the Jackson Hole Airport (the "Airport");

WHEREAS, Sponsor and Engineer entered into a First Amendment to the Agreement, dated May 17, 2023, for the Air Traffic Control Tower Improvements; a Second Amendment to the Agreement, dated May 17, 2023, for Deice Access Taxilane and North Taxiway A Rehabilitation Schedule 1 and Schedule VI Construction Administration and Construction Management; a Third Amendment to the Agreement, dated July 21, 2023 for General Consulting Services; a Fourth Amendment to the Agreement, dated August 23, 2023 for Underground Stormwater Detention and Filtration System Expansion; a Fifth Amendment to the Agreement, dated September 15, 2023 for the Aviation Safety Facility Concept Study; a Sixth Amendment to the Agreement, dated November 10, 2023 for DBE Goal and Reporting; a Seventh Amendment to the Agreement, dated January 22, 2024 for Aeronautical Survey and AC 18B Airspace Analysis; a Eighth Amendment to the Agreement, dated January 22, 2024 for FEMA BRIC Program Grant Application; and a Ninth Amendment to the Agreement, dated January 22, 2024 for RAISE Program Grant Application.

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 10 to the Agreement to provide services as outlined in the Deice Access Taxilane and North Taxiway A Rehabilitation, Schedules II, III, V, and VI Construction Administration and Construction Management Scope of Work letter dated January 11, 2024.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Agreement is amended as follows:

1. Engineer agrees to provide services in accordance with the Scope of Work letter dated February 6, 2024, which is annexed hereto as **Exhibit A** (the "Services"). The Services will be provided and completed in a prompt manner under the circumstances.
2. Compensation payable by the Sponsor to the Engineer for the Services, including the work of all sub-consultants described therein, shall be as set form in **Exhibit B**, and shall be in a not to exceed amount of One Million Four Hundred and Thirty-Eight Thousand one Hundred and Twenty-One Dollars and Zero Cents (\$1,438,121.00), payable upon invoice monthly as work is performed.

3. This Amendment is entered into subject to all terms and conditions of the Agreement as previously amended, which Agreement shall remain in full force and effect except as expressly amended above.

Entered into and agreed to by the parties effective as of the date set forth above.

JACKSON HOLE AIRPORT BOARD ATTEST

By: _____

Valerie Brown, President

By: _____

Bob McLaurin, Secretary

WOOLPERT

By: _____

Print: _____

Title: _____

DRAFT

**SCOPE OF WORK
FOR
JACKSON HOLE AIRPORT
Jackson, Wyoming
A.I.P. Project No. 3-56-0014-080/81-2024
WYDOT Project No. AJA024C
Deice Access Taxilane and North Taxiway A Rehabilitation
Schedules II and III (Federal), Schedule V (Non-Federal), and Schedule IV (Federal – pending
funding)
Construction Administration and Construction Management**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated April 19, 2023, between Jackson Hole Airport Board and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Jackson Hole Airport is indicated as “Sponsor” and Jviation, a Woolpert Company, is indicated as “Engineer.” The construction budget for this project is approximately \$17,600,000 (Schedules II, III, and IV Federal) and \$1,870,000 for (Schedule V Non-Federal). This construction budget does not include administrative, legal, or professional fees.

This project shall consist of Pre-Construction Coordination, Construction Administration, Post-Construction Coordination, On-Site Construction Coordination for the Deice Access Taxilane and North Taxiway A Rehabilitation Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

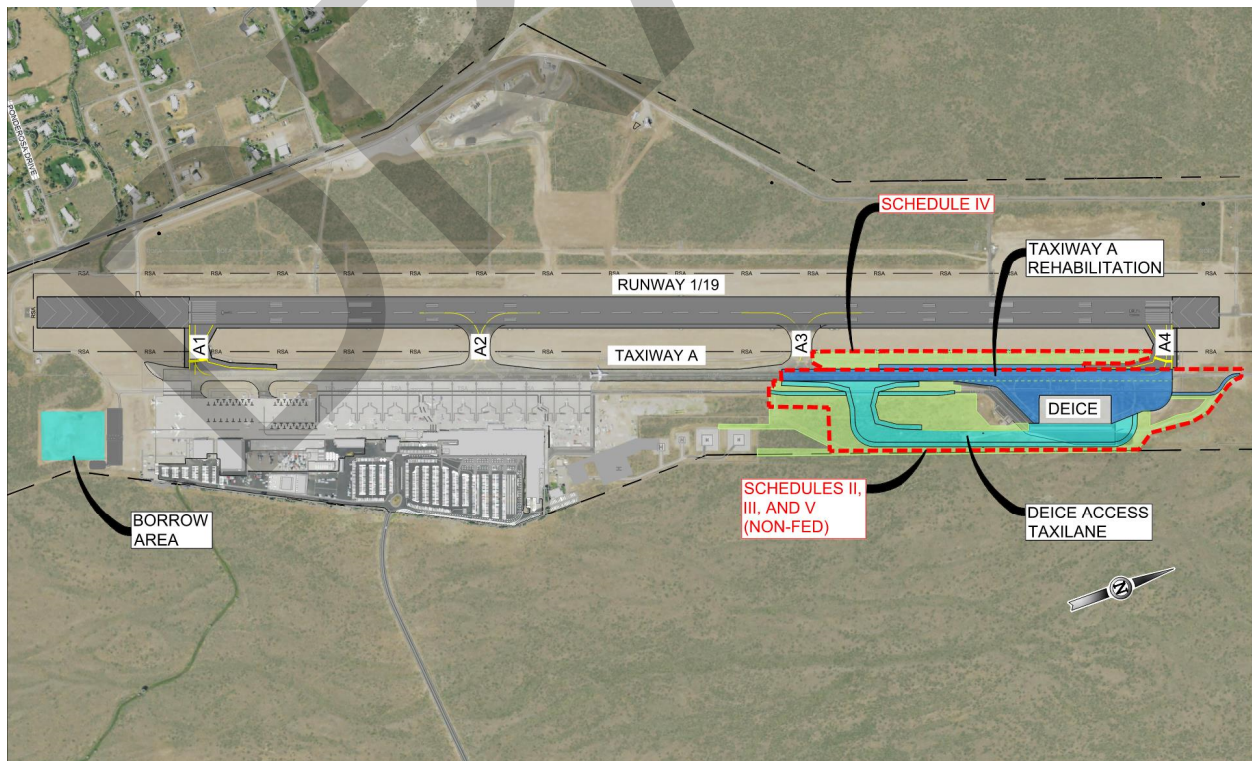


EXHIBIT NO. 1

DESCRIPTION

The Design of this project was completed under AIP 3-56-0014-071-2022 in CY 2022 and 2023. This project will consist of constructing the new pavement section for the Deice Access Taxilane and associated paved shoulders, rehabilitation of existing airfield pavement on Taxiway A from Taxiway A3 to the north, including the pavement surrounding the existing deice pad and the runup pad, and construction of a portion of the vehicle service road north and south of the Deice Access Taxilane. All of the paved shoulders will have electrical conduit, cable, airfield lighting, and signs, as well as underdrains, slotted drains, and drainage structures installed for the entire length of the shoulders. New drainlines will be installed to tie the underdrains and slotted drains into the existing storm drain infrastructure.

There will be federal and non-federal construction included in the project. Federal construction in Schedules II and III includes full depth pavement removal and partial pavement depth pavement removal primarily on Taxiway A and the pavement surrounding the existing deice pad. Following the completion of the excavation for the new Deice Taxilane, paved shoulders, and vehicle service road, construction of the new aircraft-rated pavement sections for the federal portion of the Deice Taxilane and paved shoulders will be performed, and portions of the new vehicle service road will be completed. Within the paved shoulders 12-inch slotted drains and associated structures will be installed at the interior edge of the paved shoulder against the full strength pavement and at the 30' outer edge of the paved shoulder. In addition, a pavement underdrain will be installed below the paved shoulder as well as storm drain pipe to connect the slotted drains and underdrain to the overall storm drain system. Finally, PVC conduit, wire, counterpoise, taxiway lights, and airfield guidance signs will be installed within the paved shoulders.

The non-federal portion of work (Schedule V) will include constructing additional width of pavement on the new Deice Taxilane and paved shoulders, increasing the taxilane width from 50 feet to 75 feet and the paved shoulders from 20 feet to 30 feet. This increase in pavement width will match the existing taxiway width on the rest of the airfield and provide additional room for snow removal operations in the winter.

Finally, Schedule IV work will be completed pending federal funding. Additional elements may include, 1) construction of a paved shoulder along with electrical conduit, cable, airfield lighting, and signs, as well as underdrains, slotted drains, and drainage structures on the east side of Taxiway A between Taxiways A3 and A4 and 2) installation of a 18-inch drainage trunk line and associated structures between Runway 1/19 and Taxiway A and from Taxiway A3 and A4.

The engineering fees for **Schedules II, III, and V (Non-Federal)** of this project will consist of **Part B-Special Services**, which includes; 4) Pre-Construction Coordination Phase – Schedules II, III, and V (Non-Federal), 5) Construction Administration Phase – Schedules II, III, and V (Non-Federal), 6) Post-Construction Coordination Phase – Schedules II, III, and V (Non-Federal), 7) On-Site Construction Coordination Phase or Field Engineering – Schedules II, III, and V (Non-Federal), and Reimbursable Costs During and Construction. Additional services that will be completed by subconsultants to the Engineer, including the proposed topographical survey support, quality assurance testing during construction, post-construction pipe inspection, will also be included under **Part B-Special Services**.

Part B-Special Services will also include the engineering fees for **Schedule IV** (pending funding) of this project as follows; 8) Construction Administration Phase – Schedule IV, 9) Post-Construction Coordination Phase – Schedule IV, and 10) On-Site Construction Coordination Phase or Field Engineering – Schedule IV, and Reimbursable Costs During Construction of Schedule IV. Additional services that will be completed by

subconsultants to the Engineer for Schedule IV, including quality assurance testing during construction, post-construction pipe inspection, will also be included under **Part B-Special Services**.

Part B and the seven phases are described in more detail below.

4.0 Pre-Construction Coordination Phase

4.01 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work. Fees shall be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

4.02 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to discuss potential funding strategies, determine the timing of the proposed project, and discuss potential project updates, including construction phasing revisions, Schedule awards, etc. It is anticipated that there will be up to two meetings with the Sponsor and/or the FAA for the pre-construction coordination phase.

4.03 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing. Up to 3 grant applications will be completed for this project, including:

- FY 2024 BIL AIG grant funds.
- FY 2024 Entitlement grant funds.
- FY 2024 Discretionary grant funds.

4.04 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of

required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

4.05 Review Material Submittals Prior to Construction Start. Due to the quick turnaround time for starting construction, it is anticipated that the contractor will submit materials for use on the project for approval prior to the start of construction. The Engineer will review any construction submittals for items the Contractor is proposing to use on Schedules I, II, and V (Non-Federal) construction. It is assumed that these activities will take place in March and April 2024. During this time, it is anticipated that the Resident Construction Manager IV and Engineer III will spend time each week providing material submittal review and inspection of material that is hauled to the site.

4.06 Review and Revise Construction Phasing and CSPP. It is anticipated that there will be changes to the construction phasing and CSPP for Schedules II-V on this project. The Construction phasing drawings related to Schedules II-V, along with all the various phases will be revised in AutoCad and will be updated for the Issued for Construction plan set for Schedules II-V work. In addition, the CSPP will be updated to reflect the construction phasing changes for Schedules II-V and will be resubmitted through the OE/AAA system for review and approval. It is anticipated that there will be up to two (2) new additional construction phasing sheets and revisions to eight (8) existing construction phasing sheets.

4.07 Perform Pre-Construction Survey Design Verification. Due to the elapsed time since the original existing survey, it is anticipated that there will be design revisions required once the pre-construction verification survey is completed and provided for review. Generally, design changes are in areas where the proposed design for pavement is tied to existing pavement grades. The redesign will likely impact proposed profiles and tie in locations to existing pavement. Anticipated plan sheets affected include plan and profile sheets (4 total), grading and drainage sheets (4 total), and drainage profile sheets (4 total). The following tasks will be included:

- Input raw survey data into AutoDesk Civil 3D to sort data into the Engineer's standard layers for efficient analysis.
- Verify surveyor horizontal and vertical control between previous existing survey and pre-construction survey.
- Sort all data points by layers and descriptions for computer modeling.
- Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- Generate three-dimensional contour model from TIN surface model.
- Compare previous existing survey data use during the design and the pre-construction survey to verify any differences.
- Update design, as required, based upon updated survey data.
- Reissue affected plan sheets in the Issued for Construction documents for Schedules II-V.

4.08 Coordination with Grand Teton National Park (GTNP) and Wyoming Department of Environmental Quality (WDEQ). Updated construction phasing documents will be provided to GTNP and WDEQ to inform them of project timing adjustments for Schedules II-V. Separate meetings will be held with GTNP and WDEQ to discuss these updates and understand any additional requirements that GTNP or WDEQ may have based upon the updated construction timing. In addition to the construction phasing and timing updates, WDEQ will be provided with exhibits and a brief report that focuses on the overall drainage improvements for this project and how they fit into the overall surface runoff capture system and on-site stormwater detention systems at JAC.

4.09 Perform Construction Documents Review by Field Staff. Prior to construction start, each field staff member (excluding the Resident Construction Manager IV) will review the construction documents in preparation for the project.

TASK 4 DELIVERABLES	TO GTNP/WQEQ	TO FAA/STATE	TO SPONSOR
4.01 Construction SOW and Contract		✓	✓
4.03 Federal Grant Application		✓	✓
4.04 FAA Form 7460		✓	
4.06 Revised and Updated CSPP		✓	✓
4.08 Meeting Agenda for GTNP and WDEQ meetings	✓		
4.0 Drainage Report	✓		

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.02 Funding Strategy and Construction Phasing/Timing Meetings	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV and One (1) Project Manager IV Assume Two (2) hour via teleconference (2 meetings)
4.08 Coordination Meetings with GTNP and WDEQ	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV and One (1) Project Manager IV Assume One (1) hour via teleconference (2 meetings)

5.0 Construction Administration Phase

5.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding and to identify which schedules and phases of work are Not In Contract (N.I.C.) for this project.

5.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders, supplemental agreements, and RFI's as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

5.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

5.04 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

5.05 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager IV, Resident Construction Manager IV, and a Construction Manager II. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and

airport tenants affected by the project. Assume meeting is 4 hours in length with 2 hours preparation time.

5.06 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

5.07 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA and WYDOT.

5.08 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer will include the Construction Manager IV and a Construction Manager II. Paving operations will not be permitted prior to this meeting's occurrence.

5.09 Attend Weekly Construction Meetings. The Project Manager IV will attend weekly construction meetings via teleconference throughout the duration of the project. It is estimated that the Project Manager will be required to attend 13 weekly meetings.

5.10 Perform Site Visits During Construction. The Project Manager IV shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to three site visits to the project. It is assumed that each of these sites visits will be three days in duration, including travel.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
5.03 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
5.04 Monthly Invoice and Monthly PSR		✓
5.04 Pay Request Review Documentation		✓
5.04 Weekly/Monthly Reports	✓	✓
5.04 Quarterly Performance Reports		✓
5.04 Change Orders/Supplemental Agreements/RFI's	✓	✓
5.05 Assist with SRM Meeting Minutes and Documents	✓	✓
5.05 Pre-Construction Agenda and Meeting Minutes	✓	✓
5.06 Construction Management Plan	✓	
5.07 Review and Approval of SPCD and Final SPCD	✓	
5.08 QA/QC Workshop Meeting Minutes	✓	

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.05 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV, One (1) Construction Manager II, and One (1) Project Manager IV Assume two full days for meeting and travel for Construction Manager II and Project Manager IV Assume travel to/from Denver, CO to Jackson, WY with one (1) overnight stay for Project Manager IV Assume travel to/from St. George, UT to Jackson, WY with one (1) overnight stay for Construction Manager II
5.08 Attend QA/QC Workshop	<ul style="list-style-type: none"> • Jackson, WY (1) Resident Construction Manager IV and One (1) Construction Manager II Assume One (1) meeting for 6 hours
5.09 Attend Weekly Construction Meetings	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV Assume Two (2) hour meeting via teleconference for each meeting (13 meetings)
5.10 Perform Site Visits During Construction	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV Assume three full days for each site visit (3 site visits) Assume travel to/from Denver, CO to Jackson, WY with two (2) overnight stays for Project Manager for each site visit

6.0 Post-Construction Coordination Phase

6.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

6.02 Perform As-Built Aeronautical Survey Data Collection and Final Surveys: The Engineer will complete an as-built survey and submit the required as-built data to the FAA Airports Data and Information Portal (ADIP) website as outlined in the following guidance:

- FAA Advisory Circular 150/5300-16B, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.*
- FAA Advisory Circular 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys.*
- FAA Advisory Circular 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.*

The Engineer shall collect as-built survey of the taxiway elements effected this project as well as collect as-built imagery for submission to ADIP. The Engineer will perform an as-built survey that includes the following tasks:

- Initiate and complete an AGIS Project within the Airport Data and Information Portal (ADIP). A Safety-Critical Data Collection, Not Including Design Data survey project will be created.
 - Develop and submit the Project SOW
 - Develop and submit an Imagery Plan
 - Develop and submit a Survey and Quality Control Plan
- Establish or validate airport Geodetic Control. It is assumed that the existing PACS and SACS at the airfield are in good condition and can be verified. If it is determined the PACS and SACS are lost and/or disturbed, Temporary Survey Marks (TSMs) will be established in accordance with -16B and utilized as the basis of control for this project.
 - Perform, document, and report the tie to National Spatial Reference System (NSRS)
 - Document control features requiring digital photographs
 - Document control features requiring sketches
- Establish photogrammetric control and collect stereo imagery covering the extents of airport property.
 - Estimated 5 control points and 5 check points.
 - Collect imagery with a 6" ground sample distance (GSD), flight layout will be provided.
- Geo-referencing of aerial photography
- Prepare a 6" pixel resolution ortho-rectified aerial photo from collected imagery covering the extent of airport property.
- Field verify the extents of as-constructed taxiway and taxiway connector pavement outline.
- Collect Safety Critical only elements as required:
 - Taxiway
 - Taxiway Intersection

- Apron (De-ice pad area)
- Taxiway Centerline and Holding Position Markings
- Develop and submit a final project report.
- Develop and submit an imagery acquisition report.

The As-Built Survey shall be completed by, or under the direct supervision of, a Professional Land Surveyor licensed in the State appropriate State and/or jurisdiction.

6.03 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

6.04 Conduct Final Inspection. The Engineer, along with the Sponsor, the FAA (if available), and WYDOT, shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

6.05 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA and WYDOT electronically.

6.06 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements. The final document will be sent to the FAA and WYDOT.

6.07 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

6.08 Update and Modify Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA and WYDOT for final approval.

6.09 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

TASK 6 DELIVERABLES	TO FAA/STATE	TO SPONSOR
6.01 Final Testing Report	✓	✓
6.02 As-Built Survey	✓	
6.02 As-Built Airports GIS Submittal	✓	
6.03 Clean-up List		✓
6.04 Punchlists	✓	✓
6.05 Record Drawings	✓	✓
6.06 Final Construction Report	✓	✓
6.07 DBE Uniform Report	✓	
6.08 Updated ALP	✓	✓
6.09 Project Cost Summary	✓	✓

TASK 6 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
6.02 As-Built Survey	<ul style="list-style-type: none"> • Jackson, WY One (1) Surveyor Assume 4 days for survey Assume travel to/from Denver, CO to Jackson, WY with three (3) overnight stays for the Surveyor
6.04 Conduct Final Inspection	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV and One (1) Project Manager IV Assume half day for Final Inspection Assume travel to/from Denver, CO to Jackson, WY with one (1) overnight stay for the Project Manager IV for the final inspection

7.0 On-Site Construction Coordination Phase

This phase will consist of providing one full-time Resident Construction Manager IV supported by one full-time Construction Manager II and one part-time Intern. It shall be the responsibility of the Resident Construction Manager IV to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **90 calendar days** to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

7.01 Provide Resident Engineering. The Resident Construction Manager IV will work approximately **12 hours per day** and the one full-time Construction Manager II will be on-site approximately **12 hours per day**. In addition, one Intern will be on-site approximately **12 hours per day** for a portion of the project. It is assumed that the Resident Construction Manager IV and the full-time Construction Manager II, and the part-time Intern will be able to complete all daily project documentation in the course of their shift. The total on-site inspection time is anticipated to be **90 calendar days** for the Resident Construction Manager IV and full-time Construction Manager II. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 77 working days**. The part-time Intern is anticipated to be on-site for **77 calendar days**. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 66 working days**. Assume **2 full days of travel** (1 coming to JAC and 1 leaving JAC) each for the Construction Manager II and the Intern in addition to the working days. Finally, it is anticipated that the Construction Manager IV will be on site for **1 full day** to assist with the post-construction pipe inspection.

In summary, the following personnel is proposed for 2024:

PERSONNEL	CALENDAR DAYS/YEAR
	2024
Resident Construction Manager IV	91 (includes 1 day for pipe inspection)
Construction Manager II (Full-Time)	92 (includes 2 days for travel)
Intern (Part-Time)	79 (includes 2 days for travel)

The following tasks will be performed during the course of a typical day’s shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project’s Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor’s weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor’s records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- j. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, WYDOT, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 7 DELIVERABLES	TO FAA/STATE	TO SPONSOR
7.01a Coordinate Submittal Reviews		✓
7.01c Coordinate RFIs		✓
7.01d Change Orders	✓	
7.01e Payroll Reviews	✓	
7.01f Quality Assurance/Quality Control Results Compilation	✓	
7.01h Periodic Cost Estimates	✓	✓
7.01k Weekly Reports	✓	✓

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4, 5 and 6 Reimbursables are invoiced on a lump sum basis and Section 7 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project, but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Topographical Survey. Topographical Survey Support will be included to assist with construction survey verification as well as additional survey that will be required to be performed in the area where the earthwork embankment/berming location for excess cut material generated is proposed on the west side of the airfield and north of the ATCT.

- The ground survey area is approximately 2.5 acres performed using GPS survey.
- Verification of the infrastructure located within the project area.
- Verification of the existing terrain to create an accurate topographical drawing.
- All existing utilities in the project limits from locates performed prior to surveying operations.
- There may be the need to verify other existing survey information or extend the limits of the existing survey.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-154 Subbase Course
- Item P-208 Aggregate Base Course
- Item P-401 Plant Mix Bituminous Pavements
- Item P-610 Structural Portland Cement Concrete

D-701 Pipe Inspections. Pipe inspections will be completed by a third party under the supervision of the Engineer.

Aerial Imagery Acquisition. A subconsultant will be retained to collect the necessary imagery to support this project.

SCHEDULE IV (PENDING FUNDING) PART B – SPECIAL SERVICES

8.0 Construction Administration Phase – Schedule IV

8.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's

approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding and to identify which schedules and phases of work are Not In Contract (N.I.C.) for this project.

8.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

8.03 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the

project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA and WYDOT.

8.04 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

9.0 Post-Construction Coordination Phase – Schedule IV

9.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

9.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

9.03 Conduct Final Inspection. The Engineer, along with the Sponsor, FAA (if available), and WYDOT shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

9.04 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA and WYDOT electronically.

9.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements. The final document will be sent to the FAA and WYDOT.

9.06 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

10.0 On-Site Construction Coordination Phase – Schedule IV

This phase will consist of providing one full-time Resident Construction Manager IV. It shall be the responsibility of the Resident Construction Manager IV to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **30 calendar days** to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

10.01 Provide Resident Engineering. The Resident Construction Manager IV will work approximately **12 hours per day**. It is assumed that the Resident Construction Manager IV will be able to complete all daily project documentation in the course of their shift. The total on-site inspection time is anticipated to be **31 calendar days** for the Resident Construction Manager IV. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 27 working days**. In addition, it is anticipated that the Construction Manager IV will be on site for **1 full day** to assist with the post-construction pipe inspection.

In summary, the following personnel is proposed Schedule IV for 2024:

PERSONNEL	CALENDAR DAYS/YEAR
	2024
Resident Construction Manager IV	32 (includes 1 day for pipe inspection)

The following tasks will be performed during the course of a typical day’s shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project’s Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor’s weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor’s

records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.

- i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- j. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 10 DELIVERABLES	TO FAA/STATE	TO SPONSOR
10.01a Coordinate Submittal Reviews		✓
10.01c Coordinate RFIs		✓
10.01d Change Orders	✓	✓
10.01e Payroll Reviews	✓	
10.01f Quality Assurance/Quality Control Results Compilation	✓	
10.01h Periodic Cost Estimates	✓	✓
10.01k Weekly Reports	✓	✓

Special Considerations – Schedule IV

The following special considerations are required for this project, but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-154 Subbase Course
- Item P-208 Aggregate Base Course
- Item P-401 Plant Mix Bituminous Pavements
- Item P-610 Structural Portland Cement Concrete

D-701 Pipe Inspections. Pipe inspections will be completed by a third party under the supervision of the Engineer.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred

- by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
 3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
 4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
 5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
 6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
 7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
 8. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
 9. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

10. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: Jackson Hole Airport
 AIP/PROJ. NO.: 3-56-0014-80/81-2024
 PROJECT NAME: Deice Access Taxiway and North Taxiway A Rehabilitation - Schedules II and III (Federal), Schedule V (Non-Federal), and Schedule IV (Federal - pending funding)
 DATE: February 8, 2024



FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
4.0 Pre-Construction Coordination Phase - Schedules II, III, and V (Non-Federal) (Lump Sum)			
Practice Operations Leader	4 hrs. x	\$ 330.00 /hr =	\$ 1,320.00
Quality Control Manager	8 hrs. x	\$ 275.00 /hr =	\$ 2,200.00
Engineer Project Mgr IV	94 hrs. x	\$ 295.00 /hr =	\$ 27,730.00
Construction Manager IV	70 hrs. x	\$ 245.00 /hr =	\$ 17,150.00
Engineer III	48 hrs. x	\$ 255.00 /hr =	\$ 12,240.00
Eng Designer III	56 hrs. x	\$ 235.00 /hr =	\$ 13,160.00
Project Coordinator II	24 hrs. x	\$ 145.00 /hr =	\$ 3,480.00
Construction Manager II	12 hrs. x	\$ 180.00 /hr =	\$ 2,160.00
Intern	12 hrs. x	\$ 90.00 /hr =	\$ 1,080.00
SUBTOTAL	328 hrs.	SUBTOTAL \$	80,520.00
Reimbursables			
Auto Rental	0 Day x	\$ 85.00 /Day=	
Mileage	Mi x	\$ 0.655 /Mi=	
Lodging + Tax & Fees	0 Day x	\$ 430.00 /Day=	
Per Diem	0 Day x	\$ 79.00 /Day=	
Travel & Airline Costs	0 Trip x	\$ 1,200.00 /Trip=	
		SUBTOTAL \$	-
PHASE SUBTOTAL		\$	80,520.00

LABOR HOUR BREAKDOWN

TASK	LABOR CATEGORY										Phase Item Costs	
	Practice Operations Leader	Quality Control Manager	Engineer Project Mgr IV	Construction Manager IV	Engineer III	Eng Designer III	Project Coordinator II	Construction Manager II	Intern			
4.0 Pre-Construction Coordination Phase - Schedules II, III, and V (Non-Federal) (Lump Sum)												
4.01 Prepare Project Scope of Work and Contract	4	8	24				8					\$ 11,760.00
4.02 Coordinate and Attend Meetings with Sponsor and FAA			4	4								\$ 2,160.00
4.03 Prepare Federal Grant Application			2	6			16					\$ 4,380.00
4.04 Compile/Submit FAA Form 7460				8								\$ 1,960.00
4.05 Review Material Submittals Prior to Construction Start				48	12							\$ 14,820.00
4.06 Review and Revise Construction Phasing and CSPP			48			8						\$ 16,040.00
4.07 Perform Pre-Construction Survey Design Verification			12		12	48						\$ 17,880.00
4.08 Coordination with GTNP and WOEQ			4	4	24							\$ 8,280.00
4.09 Perform Construction Documents Review by Field Staff								12	12			\$ 3,240.00
TOTALS	4	8	94	70	48	56	24	12	12	0	0	\$ 80,520.00

Labor Category	Total Hours	Billing Rate	Total Cost
5.0 Construction Administration Phase - Schedules II, III, and V (Non-Federal) (Lump Sum)			
Engineer Project Mgr IV	186 hrs. x	\$ 295.00 /hr =	\$ 54,870.00
Construction Manager IV	68 hrs. x	\$ 245.00 /hr =	\$ 16,660.00
Engineering Techn III	24 hrs. x	\$ 145.00 /hr =	\$ 3,480.00
Construction Manager II	20 hrs. x	\$ 180.00 /hr =	\$ 3,600.00
Project Coordinator II	16 hrs. x	\$ 145.00 /hr =	\$ 2,320.00
Project Billing Analyst I	12 hrs. x	\$ 115.00 /hr =	\$ 1,380.00
Planner III	8 hrs. x	\$ 265.00 /hr =	\$ 2,120.00
SUBTOTAL	334 hrs.	SUBTOTAL \$	84,430.00
Reimbursables			
Auto Rental	13 Day x	\$ 85.00 /Day=	\$ 1,105.00
Mileage	Mi x	\$ 0.655 /Mi=	
Lodging + Tax & Fees	8 Day x	\$ 430.00 /Day=	\$ 3,440.00
Per Diem	13 Day x	\$ 79.00 /Day=	\$ 1,027.00
Travel & Airline Costs	5 Trip x	\$ 1,200.00 /Trip=	\$ 6,000.00
		SUBTOTAL \$	11,572.00
PHASE SUBTOTAL		\$	96,002.00

TASK	LABOR CATEGORY								Phase Item Costs	
	Engineer Project Mgr IV	Construction Manager IV	Engineering Techn III	Construction Manager II	Project Coordinator II	Project Billing Analyst I	Planner III			
5.0 Construction Administration Phase - Schedules II, III, and V (Non-Federal) (Lump Sum)										
5.01 Prepare Construction Contract and Documents	8	4	24		4					\$ 7,400.00
5.02 Provide Project Coordination	48	12			12	12				\$ 20,220.00
5.03 Review Environmental Documentation							8			\$ 2,120.00
5.04 Coordinate Quality Assurance Testing	8									\$ 2,360.00
5.05 Prepare/Conduct Pre-Construction Meeting	20	8		16						\$ 10,740.00
5.06 Prepare/Submit Construction Management Plan		32								\$ 7,840.00
5.07 Review Contractor's Safety Plan Compliance Document	4	8								\$ 3,140.00
5.08 Coordinate and Attend Quality Assurance/Quality Control Workshop		4		4						\$ 1,700.00
5.09 Attend Weekly Construction Meetings	26									\$ 7,670.00
5.10 Perform Site Visits During Construction	72									\$ 21,240.00
TOTALS	186	68	24	20	16	12	8	0	0	\$ 84,430.00

Labor Category	Total Hours	Billing Rate	Total Cost
6.0 Post Construction Coordination Phase - Schedules II, III, and V (Non Federal) (Lump Sum)			
Practice Operations Leader	4 hrs. x	\$ 330.00 /hr =	\$ 1,320.00
Engineer Project Mgr IV	48 hrs. x	\$ 295.00 /hr =	\$ 14,160.00
Construction Manager IV	264 hrs. x	\$ 245.00 /hr =	\$ 64,680.00
Construction Manager II	52 hrs. x	\$ 180.00 /hr =	\$ 9,360.00
Engineering Techn III	56 hrs. x	\$ 145.00 /hr =	\$ 8,120.00
Eng Designer III	16 hrs. x	\$ 235.00 /hr =	\$ 3,760.00
Geospatial Project Mgr II	20 hrs. x	\$ 200.00 /hr =	\$ 4,000.00
Surveyor I (Crew Chief)	40 hrs. x	\$ 130.00 /hr =	\$ 5,200.00
Geospatial Phase Mgr I	12 hrs. x	\$ 140.00 /hr =	\$ 1,680.00
Geospatial Technician II	36 hrs. x	\$ 110.00 /hr =	\$ 3,960.00
Geospatial Technician III	30 hrs. x	\$ 115.00 /hr =	\$ 3,450.00
Geospatial Team Leader I	24 hrs. x	\$ 140.00 /hr =	\$ 3,360.00
SUBTOTAL	602 hrs.	SUBTOTAL \$	123,050.00
Reimbursables			
Auto Rental	2 Day x	\$ 85.00 /Day=	\$ 170.00
Mileage	Mi x	\$ 0.655 /Mi=	
Lodging + Tax & Fees	1 Day x	\$ 430.00 /Day=	\$ 430.00
Per Diem	2 Day x	\$ 79.00 /Day=	\$ 158.00
Travel & Airline Costs	1 Trip x	\$ 1,200.00 /Trip=	\$ 1,200.00
Survey Lodging + Tax & Fees	3 Day x	\$ 430.00 /Day=	\$ 1,290.00
Survey Per Diem	4 Day x	\$ 79.00 /Day=	\$ 316.00
Survey Supplies & Equip.	1 Each x	\$ 500.00 /Trip=	\$ 500.00
Survey Field Vehicle	4 Day x	\$ 130.00 /Day=	\$ 520.00
		SUBTOTAL \$	4,584.00
PHASE SUBTOTAL		\$	127,634.00

TASK	LABOR CATEGORY													Phase Item Costs
	Practice Operations Leader	Engineer Project Mgr IV	Construction Manager IV	Construction Manager II	Engineering Techn III	Eng Designer III	Geospatial Project Mgr II	Surveyor I (Crew Chief)	Geospatial Phase Mgr I	Geospatial Technician II	Geospatial Technician III	Geospatial Team Leader I		
6.0 Post Construction Coordination Phase - Schedules II, III, and V (Non Federal) (Lump Sum)														
6.01 Prepare Final Testing Report		4	40	16										\$ 13,860.00
6.02 As-Built Aeronautical Survey Data Collection and Final Surveys						20	40	12	36	30	24			\$ 21,650.00
6.03 Prepare Clean-up Item List			8	4										\$ 2,680.00
6.04 Conduct Final Inspection		16	8											\$ 6,680.00
6.05 Prepare Engineering Record Drawings		8	24	16	40	16								\$ 20,680.00
6.06 Prepare Final Construction Report	4	8	160	16										\$ 45,760.00
6.07 Prepare DBE Uniform Report			8											\$ 1,960.00
6.08 Update and Modify Airport Layout Plan (ALP)		4			16									\$ 3,500.00
6.09 Summarize Project Costs		8	16											\$ 6,280.00
TOTALS	4	48	264	52	56	16	20	40	12	36	30	24	\$ 123,050.00	

Labor Category	Total Hours	Billing Rate	Total Cost
7.0 On-Site Construction Coordination Phase - Schedules II, III, and V (Non-Federal) (Cost Plus Fixed Fee)			
Construction Manager IV	936 hrs. x	\$ 72.00 /hr =	\$ 67,392.00
Construction Manager II	948 hrs. x	\$ 53.00 /hr =	\$ 50,244.00
Intern	816 hrs. x	\$ 28.00 /hr =	\$ 22,848.00
SUBTOTAL 2700 hrs. SUBTOTAL \$ 140,484.00			
Direct Labor Cost		= \$	140,484.00
Overhead (% of Direct Labor Cost)	207.46%	= \$	291,448.00
Total Labor Cost		= \$	431,932.00
Fixed Fee		= \$	86,500.00
SUBTOTAL PHASE LABOR \$ 518,432.00			
Reimbursables			
Auto Rental	249 Day x	\$ 85.00 /Day=	\$ 21,165.00
Mileage	10099.24 Mi x	\$ 0.655 /Mi=	\$ 6,615.00
Lodging + Tax & Fees (May)	50 Day x	\$ 230.00 /Day=	\$ 11,500.00
Lodging + Tax & Fees (June & July)	121 Day x	\$ 430.00 /Day=	\$ 52,030.00
Per Diem	171 Day x	\$ 79.00 /Day=	\$ 13,509.00
Travel & Airline Costs	2 Trip x	\$ 1,200.00 /Trip=	\$ 2,400.00
SUBTOTAL \$ 107,219.00			
PHASE SUBTOTAL \$ 625,651.00			

TASK	LABOR CATEGORY										Phase Item Costs	
	Construction Manager IV	Construction Manager II	Intern									
7.0 On-Site Construction Coordination Phase - Schedules II, III, and V (Non-Federal) (Cost Plus Fixed Fee)												
Estimated Calendar Days from Scope of Work	91	92	79									
Estimated Working Days/Week from Scope of Work	6	6	6									
Total Days Scoped for Resident Engineering (Including travel days and post construction pipe-inspection)	78	79	68									
Estimated Hours/Day from Scope of Work	12	12	12									
7.01 Provide Resident Engineering	936	948	816									\$ 140,484.00
TOTALS 936 948 816 0 0 0 0 0 0 0 0 0 \$ 140,484.00												

	Contract Hours	Phase Fee	Reimbursable Costs	Total Cost	
PART B - SPECIAL SERVICES (LUMP SUM) - SCHEDULES II, III, AND V (NON-FEDERAL)					
4.0 Pre-Construction Coordination Phase - Schedules II, III, and V (Non-Federal) (Lump Sum)	328	\$	80,520.00	\$ 80,520.00	
5.0 Construction Administration Phase - Schedules II, III, and V (Non-Federal) (Lump Sum)	334	\$	11,572.00	\$ 96,002.00	
6.0 Post Construction Coordination Phase - Schedules II, III, and V (Non-Federal) (Lump Sum)	602	\$	4,584.00	\$ 127,634.00	
	936		288,000.00	\$ 304,156.00	
SUBTOTAL \$ 304,156.00					
	Contract Hours	Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE) - SCHEDULES II, III, AND V (NON-FEDERAL)					
7.0 On-Site Construction Coordination Phase - Schedules II, III, and V (Non-Federal) (Cost Plus Fixed Fee)	2700	\$ 431,932.00	\$ 86,500.00	\$ 107,219.00	\$ 625,651.00
		\$ 431,932.00	\$ 86,500.00	\$ 107,219.00	\$ 625,651.00
SUBCONSULTANT 1					
Nelson Engineering - Topographical Survey Support				\$	10,000.00
SUBCONSULTANT 2					
Strata - Geotechnical Engineering				\$	270,740.00
SUBCONSULTANT 3					
R & R Visual - Post-Construction Pipe Inspection				\$	18,000.00
SUBCONSULTANT 4					
Keystone - Aerial Imagery				\$	8,425.00
SUBTOTAL \$ 307,165.00					
TOTAL SCHEDULES II, III, AND V (NON-FEDERAL)		\$ 431,932.00	\$ 374,500.00	\$ 123,375.00	\$ 1,236,972.00

Labor Category	Total Hours	Billing Rate	Total Cost
8.0 Construction Administration Phase - Schedule IV (Lump Sum)			
Engineer Project Mgr IV	28 hrs.	x \$ 295.00 /hr = \$	8,260.00
Construction Manager IV	14 hrs.	x \$ 245.00 /hr = \$	3,430.00
Engineering Techn III	8 hrs.	x \$ 145.00 /hr = \$	1,160.00
Project Coordinator II	14 hrs.	x \$ 145.00 /hr = \$	2,030.00
Project Billing Analyst I	4 hrs.	x \$ 115.00 /hr = \$	460.00
SUBTOTAL	68 hrs.	SUBTOTAL \$	15,340.00
Reimbursables			
Auto Rental	Day	x \$ 85.00 /Day=	
Mileage	Mi	x \$ 0.655 /Mi=	
Lodging + Tax & Fees	Day	x \$ 430.00 /Day=	
Per Diem	Day	x \$ 79.00 /Day=	
Travel & Airline Costs	Trip	x \$ 1,200.00 /Trip=	
		SUBTOTAL \$	-
PHASE SUBTOTAL		\$	15,340.00

TASK	LABOR CATEGORY							Phase Item Costs
	Engineer Project Mgr IV	Construction Manager IV	Engineering Techn III	Project Coordinator II	Project Billing Analyst I			
8.0 Construction Administration Phase - Schedule IV (Lump Sum)								
8.01 Prepare Construction Contract and Documents	4	2	8	2				\$ 3,120.00
8.02 Provide Project Coordination	20			12	4			\$ 8,100.00
8.03 Review Contractor's Safety Plan Compliance Document	4	8						\$ 3,140.00
8.04 Update/Submit FAA Form 7460		4						\$ 980.00
TOTALS	28	14	8	14	4	0	0	\$ 15,340.00

Labor Category	Total Hours	Billing Rate	Total Cost
9.0 Post Construction Coordination Phase - Schedule IV (Lump Sum)			
Engineer Project Mgr IV	6 hrs.	x \$ 295.00 /hr = \$	1,770.00
Construction Manager IV	54 hrs.	x \$ 245.00 /hr = \$	13,230.00
Engineering Techn III	12 hrs.	x \$ 145.00 /hr = \$	1,740.00
Eng Designer III	4 hrs.	x \$ 235.00 /hr = \$	940.00
SUBTOTAL	76 hrs.	SUBTOTAL \$	17,680.00
Reimbursables			
Auto Rental	Day	x \$ 85.00 /Day=	
Mileage	Mi	x \$ 0.655 /Mi=	
Lodging + Tax & Fees	Day	x \$ 430.00 /Day=	
Per Diem	Day	x \$ 79.00 /Day=	
Travel & Airline Costs	Trip	x \$ 1,200.00 /Trip=	
		SUBTOTAL \$	-
PHASE SUBTOTAL		\$	17,680.00

TASK	Engineer Project Mgr IV	Construction Manager IV	Engineering Techn III	Eng Designer III											Phase Item Costs
	9.0 Post Construction Coordination Phase - Schedule IV (Lump Sum)														
9.01 Prepare Final Testing Report		8													\$ 1,960.00
9.02 Prepare Clean-up Item List		4													\$ 980.00
9.03 Conduct Final Inspection		4													\$ 980.00
9.04 Prepare Engineering Record Drawings	2	8	12	4											\$ 5,230.00
9.05 Prepare Final Construction Report	2	24													\$ 6,470.00
9.06 Summarize Project Costs	2	6													\$ 2,060.00
TOTALS	6	54	12	4	0	0	0	0	0	0	0	0	0	0	\$ 17,680.00

Labor Category	Total Hours	Billing Rate	Total Cost
10.0 On-Site Construction Coordination Phase - Schedule IV (Cost Plus Fixed Fee)			
Construction Manager IV	336 hrs.	x \$ 72.00 /hr = \$	24,192.00
SUBTOTAL	336 hrs.	SUBTOTAL \$	24,192.00
Direct Labor Cost		= \$	24,192.00
Overhead (% of Direct Labor Cost)		207.46% = \$	50,188.00
Total Labor Cost		= \$	74,380.00
Fixed Fee		= \$	15,000.00
SUBTOTAL PHASE LABOR		\$	89,380.00
Reimbursables			
Auto Rental	28 Day	x \$ 85.00 /Day=	2,380.00
Mileage	1120.62 Mi	x \$ 0.655 /Mi=	734.00
Lodging + Tax & Fees	Day	x \$ 430.00 /Day=	
Per Diem	Day	x \$ 79.00 /Day=	
Travel & Airline Costs	Trip	x \$ 1,200.00 /Trip=	
		SUBTOTAL \$	3,114.00
PHASE SUBTOTAL		\$	92,494.00

TASK	LABOR CATEGORY											Phase Item Costs	
	Construction Manager IV												
10.0 On-Site Construction Coordination Phase - Schedule IV (Cost Plus Fixed Fee)													
Estimated Calendar Days from Scope of Work	32												
Estimated Working Days/Week from Scope of Work	6												
Total Days Scoped for Resident Engineering (Including post construction pipe-inspection)	28												
Estimated Hours/Day from Scope of Work	12												
10.01 Provide Resident Engineering	336												\$ 24,192.00
TOTALS	336	0	0	0	0	0	0	0	0	0	0	0	\$ 24,192.00

	Contract Hours	Phase Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (LUMP SUM) - SCHEDULE IV				
8.0 Construction Administration Phase - Schedule IV (Lump Sum)	68	\$	15,340.00	\$ 15,340.00
9.0 Post Construction Coordination Phase - Schedule IV (Lump Sum)	76	\$	17,680.00	\$ 17,680.00
	76	SUBTOTAL \$	33,020.00	\$ 33,020.00
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE) - SCHEDULE IV				
10.0 On-Site Construction Coordination Phase - Schedule IV (Cost Plus Fixed Fee)	336	\$ 74,380.00	\$ 15,000.00	\$ 3,114.00
	336	SUBTOTAL \$	15,000.00	\$ 3,114.00
SUBCONSULTANT 1				
Strata - Geotechnical Engineering				\$ 60,635.00
SUBCONSULTANT 2				
R & R Visual - Post-Construction Pipe Inspection				\$ 15,000.00
				SUBTOTAL \$ 75,635.00
TOTAL		\$ 74,380.00	\$ 48,020.00	\$ 3,114.00
				\$ 201,149.00

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

**RESOLUTION NO. 2024-02
OF THE
JACKSON HOLE AIRPORT BOARD
ACCEPTING GRANT AGREEMENT
WITH THE FEDERAL AVIATION ADMINISTRATION
AIP Grant No. 3-56-0014-79-2024
February 23, 2024**

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

WHEREAS, the Federal Aviation Administration ("FAA") tendered a draft Grant Agreement, in the form annexed hereto as **Exhibit A**, which tenders a grant offer to the Board for the purpose for the "Underground Detention and Filtration System Expansion Project" and will be in an amount of Three Million Ninety-Three Thousand Seven Hundred and Fifty Dollars (\$3,093,750.00 or such final amount as offered by the FAA;

WHEREAS, the Board desires to accept, agree to the conditions of, and authorize the Board President and Board Secretary to execute the final Grant Agreement in substantially the same form as that annexed hereto as **Exhibit A**, in an amount of Three Million Ninety-Three Thousand Seven Hundred and Fifty Dollars (\$3,093,750.00 or such final amount as offered by the FAA;

NOW, THEREFORE, it is resolved by the Board, in open and public meeting as follows:

1. The Board hereby accepts and agrees to the conditions of FAA AIP Grant Number 3-56-0014-79-2024 in an amount of Three Million Ninety-Three Thousand Seven Hundred and Fifty Dollars (\$3,093,750.00) or such final amount as offered by the FAA, annexed hereto as **Exhibit A**, for the project of "Underground Detention and Filtration System Expansion Project", as more fully described in the Project Application.
2. The Board authorizes the Board President and Board Secretary to execute and attest the final Grant Agreement on behalf of the Board.

Adopted by the Board in open and public meeting this 23rd day of February 2024.

JACKSON HOLE AIRPORT BOARD

By: _____
Valerie Brown, President

ATTEST

By: _____
Bob McLaurin, Secretary

February 8, 2024

Mr. James P. Elwood, AAE
Executive Director
Jackson Hole Airport
1250 E. Airport Road
Jackson, WY 83001

Subject: Jackson Hole Airport Board (JHAB)
Jackson Hole Airport
Jackson, Wyoming
AIP Project No. 3-56-0014-079-2024
WYDOT Project No. AJA027A
Underground Stormwater Detention and Filtration System Expansion Project
Schedules I & II
Letter of Recommendation

Dear Mr. Elwood:

Bid proposals for the above-referenced project were received and opened on Wednesday, January 31, 2024, at the Jackson Hole Airport Administration Building Conference Room at 1:00 p.m. local time. A total of three (3) formal bids were received.

All of the bids were tabulated for mathematical correctness and the bids are summarized in the following table (adjusted for minor irregularities as identified in yellow and as outlined in the attached Bid Tabulation Review Memorandum):

	Engineer's Estimate	Ridgeline Excavation	Phaze Concrete	Knife River Corporation
Schedule I	\$3,600,732.50	\$4,855,083.40	\$2,610,135.00	\$2,282,261.00
Schedule II	\$163,047.00	\$105,564.00	\$91,474.00	\$117,542.00
Total	\$3,763,779.50	\$4,960,647.40	\$2,701,609.00	\$2,399,803.00

Based on the information provided by the bidders, and considering the funding available at this time, we recommend that the JHAB Board award Schedule I and II to Knife River Corporation - Mountain West (Knife River) in the amount of **\$2,399,803.00** subject to concurrence by FAA/WYDOT and funding available. It should be noted that FAA/WYDOT's concurrence does not constitute any waiver of the contractual obligations specified in the Contract Documents required by the Contractor.

Our office has reviewed Knife River's bid proposal for compliance with the Instruction to Bidders. Knife River submitted the required forms, as outlined in Division 2 of the Contract Documents. Knife River also submitted evidence of competency to perform the work and evidence of financial responsibility, as per the requirements set forth by the Contract Documents. Jviation has closely reviewed the bid proposal provided by Knife River and has determined that Knife River meets the requirements contained within the project's Contract Documents.

The DBE goal for this Project is 2.66% (Race Conscious). Per the Disadvantaged Business Utilization Commitment form, Knife River has indicated that they agree to expend at least 2.66% DBE utilization to meet the DBE goal. As a result, Knife River is considered to have met the requirements for meeting the DBE goal for this Project.

We have reviewed the qualifications of Knife River and consider them to be capable of completing the work outlined in the Project. Knife River's total bid of \$2,399,803.00 for Schedules I & II is approximately 36.2% lower than the Engineer's Estimate and approximately 11.2% lower than the next lowest bid received from Phaze Concrete.

Knife River was vetted against the General Services Administration Excluded Parties List System, and no records were found.

Advertisements for bid were placed in the Jackson Hole News & Guide, Casper Star-Tribune, Denver Daily Journal on January 3, 2024, January 10, 2024, & January 17, 2024 as well as on the WYDOT Aeronautics and Jviation/Woolpert Bid Websites between January 3, 2024 and January 31, 2024. Upon advertisement, Jviation/Woolpert notified multiple Contractors in the state and the region to solicit interest in the project.

The following documents have been enclosed for your records:

Planholder's List
Bid Tabulation including Review Memorandum
Contractor's Original Proposals (sent via a shared folder due to large document size)

If you need additional information, please feel free to contact us.

Sincerely,

Stuart Schiff
Project Engineer

cc: Michelle Anderson, JAC Airport Assistant Director - Finance & Administration
Dustin Havel, JAC Airport Assistant Director - Operations
Rebecca Wersal, FAA Denver ADO
Melissa Palka, WYDOT Aeronautics
Dan Reimer, JAC Airport Attorney
JD Ingram, Jviation/Woolpert Senior Vice President
Paul Fiore, Jviation/Woolpert Project Manager

48 stipulated in the **'Schedule Table'** on the pages to follow, and that he/she acknowledges and
 49 agrees that the number of Calendar Day(s) allowed to complete the work is reasonable, taking
 50 into consideration all relevant factors, including the climatic range, industrial, and/or
 51 construction conditions prevailing in the Project locality. Extensions of the Contract time may
 52 only be permitted upon execution of a written modification to the Contract approved by the
 53 Sponsor.
 54

55 3.2 Subject to the provisions of the Contract Documents, the Sponsor shall be
 56 entitled to liquidated damages for failure of the Contractor to complete the Work which
 57 exceeds the Total Number of Allowable Consecutive Calendar Day(s) for each
 58 Schedule/Phase and/or for the time which exceeds the Contract Substantial Completion Date
 59 allowed in the Contract. Permitting the Contractor to continue and finish the work or any part
 60 of it after the time fixed for its completion, or after the date to which the time for completion
 61 may have been extended, will in no way operate as a waiver on the part of the Sponsor of any
 62 of its rights under the contract.
 63

64 The Contractor further agrees to pay liquidated damage(s) as compensation for non-use for
 65 damages incurred by the Sponsor should the Contractor fail to complete the work in the time
 66 provided in their Contract. The Contractor shall be assessed liquidated damage(s) as stipulated
 67 in the **'Schedule Table'** on the pages to follow for each period (day, hour, etc.) that the work
 68 remains uncompleted beyond the Contract period and as identified in **Section 80-08 of the**
 69 **General Provisions.**
 70

71 **Schedule Table** (see superscripts on following page for more details):

Schedule / Phase	Total Number of Allowable Consecutive Calendar Days	Contract Substantial Completion Date ¹	Liquidated Damages
Schedule I, Phase 1	70 Days ²	October 27, 2024	\$500 per Calendar Day
Schedule I, Phase 2A ³	1 Day ² (24 hr. work)		
Schedule I, Phase 2B ³	1 Day ² (24 hr. Work)		
Schedule II ⁴	30 Days ²		

72
 73 ¹Substantial Completion ("Substantial Completion") shall be defined as the point in the construction process when the
 74 work outlined to be completed in the individual Schedule and/or Phase has been satisfactorily completed in compliance
 75 with the Contract, has met all FAA acceptance criteria, and is ready for use by the Owner, as determined in a written
 76 notification to the Owner by the RPR, issued in the sole but reasonable discretion of the RPR. To facilitate an inspection
 77 by the RPR, the Contractor shall give the RPR written notice at least five (5) calendar days before it believes the
 78 Schedule and/or Phase of work will reach Substantial Completion. It is expressly understood by all parties that the time
 79 outlined for each Schedule and/or Phase to complete the work is reasonable, taking into consideration all relevant
 80 factors, including the climatic range, industrial, and/or construction conditions prevailing in the Project locality.
 81

82 ²The start of Schedule(s) I and II work, for which is defined by the Notice to Proceed for Construction, shall not begin
83 prior to **August 19, 2024** and the respective Schedules/Phases shall be sequenced in a manner consistent to the
84 Construction Safety Phasing Plans (CSPP).
85

86 ³Schedule I, Phases 2A and 2B work is required to be completed within a 24-hour timeframe for each phase and is to be
87 performed when no precipitation is expected or in the forecast.
88

89 ⁴If Schedule II is awarded, the work identified in this schedule shall be completed concurrently and within the overall
90 timeframe of Schedule I. No additional contract time will be granted if Schedule II is awarded.
91

92
93 The Contractor further agrees to pay compensation for the unscheduled employment of the
94 Engineer/RPR and/or their required Sub-Contractors (including but not limited to the
95 Quality Assurance testing firm) necessitated by the Contractor for any of the following: 1)
96 working more than twelve (12) hours per day (excluding Schedule I, Phases 2A and 2B which
97 is assumed the Contractor will be working twenty-four (24) hours per day), 2) furnishing
98 materials or equipment not in conformance with the Contract Documents necessitating
99 redesign, retesting, or additional review time by the Engineer/RPR and their Sub-Contractors,
100 and 3) working beyond the time of completion as stipulated within the **'Schedule Table'** on
101 the previous pages for each period (day, hour, etc.) and as identified in the **Special Provisions**
102 and **Section 80-08 of the General Provisions** with Construction according to the following
103 rates:
104

<u>Description</u>	<u>Straight Time</u>
Principal	\$295.00/hr
Resident Project Representative (RPR)	\$245.00/hr
Electrical Engineer	\$260.00/hr
Associate Engineer	\$180.00/hr
Project Manager	\$275.00/hr
Per Diem (per each onsite staff)	\$494.00/day*
Vehicle Charge	\$85.00/day
Airfare Travel	\$1,200.00/trip
Out of Pocket Cost, material, equipment, supplies, vehicle mileage.	At Cost
<u>Quality Assurance Testing Firm</u>	<u>Straight Time</u>
Project Manager	\$255.00/hr
Project Engineer	\$175.00/hr
Field Technician	\$125.00/hr
Per Diem (per each onsite staff)	\$494.00/day*
Vehicle Charge	\$85.00/day
Out of Pocket Cost, material, equipment, supplies, vehicle fuel.	At Cost

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124
125 *Per diem will be calculated based on the United States General Services Administration (GSA) rates at the
126 time of the unscheduled employment.
127

128 Compensation for liquidated damages shall be paid by deduction from the Contractor's final
129 payment.
130

131 The engineering budget will be analyzed at the end of the project to determine whether any
132 unscheduled employment of the Engineer/RPR and/or their required Sub-Contractors,
133 during the scheduled contract time, resulted in a cost savings to the Owner. If, as a result of
134 working more than (12) twelve hours per day (excluding Schedule I, Phases 2A and 2B which
135 is assumed the Contractor will be working twenty-four (24) hours per day), the Contractor
136 completes the project within the scheduled contract time, and if the overtime results in a
137 reduced contract time and cost savings to the Owner, no liquidated damages will be assessed
138 for the unscheduled employment of the Engineer/RPR and/or their required Sub-Contractors
139 during the scheduled contract time. Liquidated damages will be assessed as stipulated for each
140 Calendar Day the work remains uncompleted beyond the scheduled contract time.
141

142 **4. Payment.**

143 4.1 Contractor agrees to perform the Work for the unit prices and lump sums as
144 submitted in the Bid, taking into consideration additions to or deductions from the Bid by
145 reason of actual quantities measured, alterations or modifications of the original estimated
146 quantities, or by reason of "Extra Work" authorized under this Agreement in accordance with
147 the provisions of the Contract Documents.
148

149 4.2 No claim for extra work done, materials furnished by Contractor, delay or
150 acceleration will be allowed except as provided by the Contract. Contractor shall not do any
151 work or furnish any materials not covered by the Contract unless such work is first ordered in
152 writing as provided in the Contract, and if appropriate, an amendment to the Contract Sum if
153 agreed upon. Claims for payment for extra work will be rejected if not covered by a Change
154 Order or Supplemental Agreement.
155

156 4.3 Notwithstanding anything to the contrary in the Contract Documents,
157 Contractor hereby acknowledges and agrees that Owner's performance under the Contract is
158 subject to receipt of funds from the FAA and/or WYDOT Aeronautics and is subject to
159 annual appropriation by the Sponsor in accordance with a budget adopted by the Sponsor.
160 Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes
161 available.
162

163 4.4 Sponsor will retain from partial payments five percent (5%) of the total
164 amount due Contractor based on the Contractor's Application for Payment and the Engineer's
165 Recommendation of Payment. Final payment will be made only after advertisement as
166 required and in the manner provided by Wyoming Statute Section 16-6-116.
167

168 **5. Breach of Contract.** If Contractor violates or breaches the terms of this Contract, the
169 Sponsor may suspend or terminate this Contract, or take any other action and pursue any other remedy
170 available at law or in equity.
171

172 **6. Indemnification.** Contractor shall indemnify and hold harmless the Sponsor and the
173 Engineer, Resident Project Representative (RPR), their officers and employees, from all suits, actions
174 or claims relating in any way to performance of the Work under this Contract.
175

176 **7. Governing Law & Attorney Fees.** This Contract will be governed by and construed
177 in accordance with the laws of Wyoming. Claims or disputes between the parties arising out of or
178 relating to this Contract will be brought only in a court in and for Teton County, Wyoming, or in the

179 United States District Court for the District of Wyoming, and in any such action the prevailing party
180 will be entitled to an award of reasonable legal fees and costs incurred.

181
182 **8. Miscellaneous.**

183
184 8.1 The section headings contained in this Contract are for convenience in reference
185 and are not intended to define or limit the scope of any provision.

186
187 8.2 Time is of the essence in this Contract.

188
189 8.3 Waiver by either party of, or the failure of either party to insist upon, the strict
190 performance of any provision of this Contract shall not constitute a waiver of the right or
191 prevent any such party from requiring the strict performance of any provision in the future.

192
193 8.4 Any covenant, condition or provision herein contained that is held to be invalid
194 by any court of competent jurisdiction shall be considered deleted from this Contract, but
195 such deletion shall in no way affect any other covenant, condition or provision herein
196 contained so long as such deletion does not materially prejudice Contractor or Sponsor in
197 their rights and obligations contained in valid covenants, conditions or provisions.

198
199 8.5 All covenants, conditions and provisions in this Contract shall extend to and bind
200 the successors of the parties hereto, the assigns of Sponsor, and the permitted assigns of
201 Contractor.

202
203 8.6 Notices and demands provided for herein shall be sufficient if sent by certified
204 mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier
205 service providing proof of delivery, to the addresses set forth above or to such other addresses
206 as the parties may from time to time designate in writing.

207
208 8.7 This Contract embodies the entire agreement between the parties concerning the
209 subject matter and supersedes all prior conversations, proposals, negotiations, understandings
210 and agreements, whether written or oral.

211
212 8.8 In the event of inconsistency between the terms of the Contract Documents or
213 any law or regulations, the inconsistency shall be resolved by giving preference in the following
214 order (1) laws and regulations, (2) this Contract for Improvements, (3) the Special Provisions,
215 (4) the General Provisions, and (5) other of the Contract Documents.

216
217 **IN WITNESS WHEREOF**, Contractor and Sponsor, respectively, have caused this
218 Contract to be duly executed effective on the day and year first written above in five (5) copies, each
219 of which shall be considered an original.

220
221
222 ATTEST:

SPONSOR

Jackson Hole Airport Board

223
224
225 By: _____
226 Robert McLaurin, Secretary

By: _____
Valerie Brown, President

227
228
229
230
231
232
233

ATTEST:

By: _____
Title: _____

CONTRACTOR

Knife River Corporation – Mountain West

By: _____
Title: _____

DRAFT

NOTICE OF AWARD

DATE: February 23, 2024

TO: Knife River Corporation – Mountain West
5450 W. Gowen Road
Boise, ID 83709

Jackson Hole Airport Board, having considered the Contract Proposals submitted for improvements to the Jackson Hole Airport, AIP Project No. 3-56-0014-079-2024 / WYDOT Project No. AJA027A, and it appearing that your Contract Proposal of **Two Million Three Hundred Ninety-Nine Thousand Eight Hundred Three and 00/100 Dollars (\$2,399,803.00)** for Underground Stormwater Detention and Filtration System Expansion for Schedules I & II is fair, equitable and in the best interest of the Jackson Hole Airport Board and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

This Award is subject to the concurrence of the Federal Aviation Administration.

Jackson Hole Airport Board
Jackson, Wyoming

By: _____
Contract Authorized Representative

Name and Title

Date

1 **NOTICE TO PROCEED**
2 **FOR**
3 **PRECONSTRUCTION ACTIVITIES**

4
5
6 DATE: February 23, 2024
7

8
9 TO: Knife River Corporation – Mountain West
10 5450 W. Gowen Road
11 Boise, ID 83709
12

13 You are hereby authorized to proceed on this date, February 23, 2024 with the preconstruction
14 activities listed in TABLE 1. PRECONSTRUCTION REQUIREMENTS OF ITEM C-105
15 MOBILIZATION for the improvements to the Jackson Hole Airport, AIP Project No. 3-56-0014-
16 079-2024 / WYDOT Project No. AJA027A Underground Stormwater Detention and Filtration
17 System Expansion Project, Schedules I & II in accordance with the terms of the Contract
18 Documents and your Contract Proposal.
19

20 The work shall begin immediately after the date of this notice and shall be in compliance with all
21 requirements of the Contract Documents and as outlined in Section C-105 Mobilization. Contract
22 time will not commence until after the issuance of the Notice to Proceed for Construction.
23

24
25 Jackson Hole Airport Board
26 Jackson, Wyoming
27

28
29 By: _____
30 Contract Authorized Representative
31
32 _____
33 Name and Title
34
35 _____
36 Date
37
38

JANUARY 2024	PASSENGERS ENPLANED				PASSENGERS DEPLANED				AIRCRAFT LANDINGS			
	THIS MONTH 2024	THIS MONTH 2023	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2024	THIS MONTH 2023	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2024	THIS MONTH 2023	CURRENT YTD	PREVIOUS YTD
ALASKA	2,612	2,503	2,612	2,503	2,090	2,184	2,090	2,184	53	43	53	43
AMERICAN	9,303	9,045	9,303	9,045	7,191	7,035	7,191	7,035	114	114	114	114
DELTA	12,940	13,268	12,940	13,268	11,884	11,431	11,884	11,431	129	116	129	116
SUN COUNTRY	0	0	0	0	0	0	0	0	0	0	0	0
UNITED	22,133	21,727	22,133	21,727	20,038	20,272	20,038	20,272	251	231	251	231
TOTALS	46,988	46,543	46,988	46,543	41,203	40,922	41,203	40,922	547	504	547	504
PERCENT CHANGE	1%		1%		1%		1%		9%		9%	

DRAFT

SUMMARY

	2021		2022		2023		2024	
	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP
JAN	32,987	28,764	44,543	40,365	46,543	40,922	46,988	41,203
FEB	33,692	34,778	45,055	45,793	45,735	46,390	0	0
MAR	42,218	37,708	53,990	47,033	50,621	45,361	0	0
APR	18,834	17,318	8,492	7,915	20,551	19,320	0	0
MAY	28,107	28,844	0	0	22,559	26,039	0	0
JUN	63,491	67,750	2,788	6,027	54,283	59,855	0	0
JUL	77,421	76,225	59,565	63,560	64,100	64,861	0	0
AUG	74,093	67,990	63,140	60,029	65,164	63,209	0	0
SEP	55,861	53,918	52,676	50,536	51,936	49,081	0	0
OCT	31,381	25,214	27,010	22,539	29,818	28,739	0	0
NOV	18,096	18,083	16,986	16,880	17,675	17,335	0	0
DEC	32,657	43,017	31,448	41,587	31,757	41,158	0	0
TOTAL ENPLANED	508,838	-	405,693	-	500,742	-	46,988	-
TOTAL DEPLANED	-	499,609	-	402,264	-	502,270	-	41,203

JH Airport 2023 vs 2024 GA and Commercial Activity*

GA	2023	2024	%Change Month 2023	2023 YTD % Change	Commercial	2023	2024	%Change Month 2023	2023 YTD % Change	Overall	2023	2024	%Change Month 2023	2023 YTD % Change
JAN	1,813	1,757	-3.09%	-3.09%	JAN	957	1,066	11.4%	11.4%	JAN	2,770	2,823	1.9%	1.9%
FEB	1,780				FEB	971				FEB	2,751			
MAR	1,569				MAR	1,134				MAR	2,703			
APR	881				APR	441				APR	1,322			
MAY	1,238				MAY	444				MAY	1,682			
JUNE	2,091				JUNE	1,031				JUNE	3,122			
JULY	2,871				JULY	1,157				JULY	4,028			
AUG	2,879				AUG	1,133				AUG	4,012			
SEPT	2,347				SEPT	897				SEPT	3,244			
OCT	1,494				OCT	546				OCT	2,040			
NOV	989				NOV	385				NOV	1,374			
DEC	1,672				DEC	808				DEC	2,480			
TOTALS	21,624	1,757			TOTALS	9,904	1,066			TOTALS	31,528	2,823		

*These numbers do not include aircraft prior to 0700 or after 2100.

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