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|--|-------------------|
| I. Call to Order   | Valerie Brown     |
| II. Employee of the Month  | Jim Elwood        |
| III. Community Outreach  | Megan Jenkins     |
| IV. Comments from Grand Teton National Park, Town of Jackson, Teton County, and Public   | Jim Elwood        |
| V. Action Items  |                   |
| V.A. Consent Agenda  |                   |
| V.A.1. Approval of the Minutes   |                   |
| V.A.1.a. June 19, 2024 Regular Meeting   |                   |
| V.A.1.b. June 19 – 20, 2024 Special Meeting (Board Retreat)  |                   |
| V.A.2. Equipment Purchase – F550 Sander Truck from Peach State Truck Centers   |                   |
| V.A.3. Serco Contract Tower Agreement  |                   |
| V.B. Financial Reports   | Michelle Anderson |
| V.C. Resolution 2024-05: Aviation Worker Screening   | Anna Valsing      |
| V.D. Resolution 2024-06: AIP 80 (BIL Funds to Rehabilitate Taxiway A and Construct Deice Pad Access Taxiway)                             | Michelle Anderson |
| V.E. Resolution 2024-07: AIP 82 (Entitlement and Discretionary Funds to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway) | Michelle Anderson |
| V.F. Resolution 2024-08: AIP 83 (Congressional Earmark Funds for the Deicing Pad and Containment Facility)                               | Michelle Anderson |
| V.G. Update to Resolution 2023-04: Delegation and Reservation of Authority   | Anna Valsing      |
| V.H. Glycol Supplier Contract with Ascent Aviation Services  | Anna Valsing      |
| VI. Director's Comments  | Jim Elwood        |
| VI.A. Activity Reports   | Jim Elwood        |
| VI.B. Operations, Security, and FBO Updates  |                   |
| VII. Board Comments  | Valerie Brown     |
| VIII. Adjourn  | Valerie Brown     |

THIS AGENDA ITEM HAS NO BACKGROUND DOCUMENTS.

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## MINUTES OF THE JACKSON HOLE AIRPORT BOARD MEETING

Date: June 19, 2024

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

OTHERS PRESENT: Jim Elwood, Michelle Anderson, Aimee Crook, Craig Foster, Bryce Beatty, Meg Jenkins, Kevin Dunnigan, Tony Cross, Jamey Miles, Esther Borja, Apinya Wright, Anna Valsing, Jordyn McDougall, Alton George, Chance Grimmett, and Gina Van Slyke, Jackson Hole Airport Board; Jeremy Barnum, Grand Teton National Park; Jim Webb and Brian Tanabe, Lower Valley Energy; Jen Wolchansky and Ryk Dunkelberg, Mead and Hunt; Paul Dunholter, BridgeNet, Billy Arnold, Jackson Hole News and Guide, Dan Reimer, Airport Attorney. Other individuals not individually documented were present in person or watched the meeting live through the Webex platform.

- I. **CALL TO ORDER:** Board Vice President Wallace called the Board Meeting to order at 9 AM.
- II. **EMPLOYEE OF THE MONTH:** Elwood recognized Mitch Wolfe as the May Employee of the Month and Claire Holden as the June Employee of the Month.
- III. **COMMUNITY OUTREACH:** Jenkins said the Jackson Hole Airport (the 'Airport') participated in several community events promoting community engagement with Airport staff. She highlighted that for one of the events, Old West Days, staff built mini airplanes towed by an electric ATV, resulting in the Airport winning first place in the float division. She said that for the EcoFair, 11 Airport staff volunteers handed out basil plants with seed paper and highlighted the Fly Quiet Program.
- IV. **COMMENTS FROM GRAND TETON NATIONAL PARK, TOWN OF JACKSON, TETON COUNTY AND THE PUBLIC:** Barnum opened by acknowledging the significance of Juneteenth as a federal holiday commemorating the end of slavery in the United States. Barnum said that despite the Teton Pass closure, the Park remains fully operational, with significant routes accessible.
- V. **LOWER VALLEY ENERGY PRESENTATION:** Jim Webb, CEO of Lower Valley Energy, advised the Board of the Airport's electrification plans. He stated that the Airport's peak load is 2.5 megawatts, with plans to accommodate 2 additional megawatts by upgrading existing infrastructure. He said initial plans include upgrading a feeder from Zenith Road to the Airport, which costs approximately \$155,000. Webb

added that future plans include improving the Kelly substation, increasing to a 5-megawatt increase, or, alternatively, adding a new feeder at the Crystal substation. Webb highlighted the challenges of meeting demand levels given the current supply chain delays and energy cost increases. He continued to emphasize the importance of solar and renewable energy ventures.

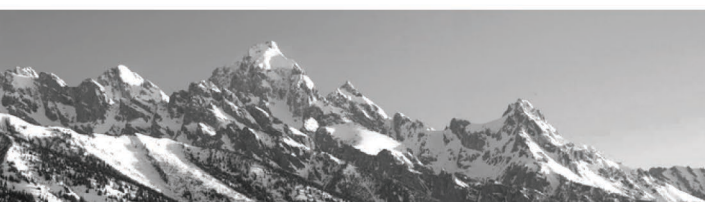
**VI. ACA EMISSIONS ANALYSIS, NET ZERO, AND DARKSKY UPDATES:** Jen Wolchansky, the Airport's Environmental Consultant, updated the Board on the Airport's three concurrent sustainability efforts: Airport Carbon Accreditation program ('ACA'), NetZero Roadmap, and DarkSky International certification.

Wolchansky stated that the ACA program is run by the Airports Council International ('ACI'), which assesses and recognizes airports that reduce carbon emissions. She defined scopes of emissions: Scope 1, directly controlled by an airport (e.g., airport vehicles); Scope 2, indirect emissions from purchased energy; and Scope 3, indirect emissions not controlled by the airport (e.g., airline, vendor ground support equipment ('GSE')). For ACA, the Airport is focusing on Scopes 1 and 2. She advised that there are several levels of ACA certification, and the Airport is pursuing Level 2, which reflects emission reductions within Scopes 1 and 2.

Wolchansky advised that Net Zero focused on climate mitigation and environmental stewardship and highlighted community and industry goals. Brown asked for clarification on Net Zero and whether an airport can achieve that level. Wolchansky advised that for Net Zero, the Airport will need to focus on carbon neutrality, aligning long-term sustainability goals and carbon reduction.

Wolchansky stated that the DarkSky International certification minimizes light pollution and enhances environmental stewardship. She noted that no airport had achieved this designation, so if successful, the Airport would be the first DarkSky International certified airport. Brown stated that she supported DarkSky and stressed the importance of the Board understanding the three programs' associated costs going forward.

**VII. 2024 Q1 FLY QUIET PRESENTATION:** Ryk Dunkelberg introduced the presentation, stating that Dunholter would cover the Q12024 Fly Quiet results and the 2023 Annual Noise Report. Dunkelberg noted that the goal of the Fly Quiet is to "encourage pilots to fly quieter aircraft and to utilize procedures that minimize noise over Grand Teton Park as well as noise sensitive areas of our community." He stated that some achievements include expanding voluntary curfew hours in 2023, increasing the penalty for curfew hour operations in 2024, and adding noise measurement sites, including Bar B Bar, in 2024.



Dunholter stated that the Fly Quiet program elements include fleet quality, minimizing higher noise events, minimizing non-compliance with the voluntary curfew, compliance with flight procedures, and bonus points. He said there is a notable improvement in some areas, such as new arrival procedures and reduced nighttime operations. He noted that specific operators like NetJets had significant changes in their operational practices. He stated that in 2023, 89 flights flew the new arrival procedure, and in Q12024, the new procedure was flown 31 times.

Dunholter said that Q12024 showed a trend of improvement in individual and overall Airport scores over the 2023 levels. He stated that the next steps include promoting top-tier operators, continuing to work with low-tier operators to improve their scores, contacting operators who continue to have curfew hour operations, outreach to operators with quarterly performance metrics, and advertising and promoting top-tier operators in national industry publications. Elwood advised that the Airport was planning on meeting with operators like FlexJet that continue to struggle with voluntary curfew violations.

Dunholter presented the Annual Noise Report that outlines information on annual operational activity levels utilizing noise measurement data results from a single aircraft event and long-term DNL (DNL is a metric that reflects a person's cumulative exposure to sound over a 24-hour period). He stated that the Airport is following the Use Agreement noise limits in Grand Teton National Park (45 and 55 DNL). He further commented that the Airport's noise levels do not exceed the Federal Aviation Administration ('FAA') guidelines for residential land uses (65 DNL guidelines). Dunholter stated that all information provided is available on the Jackson Hole Airport website: [jacksonholeairport.com](http://jacksonholeairport.com).

## **VIII. ACTION ITEMS**

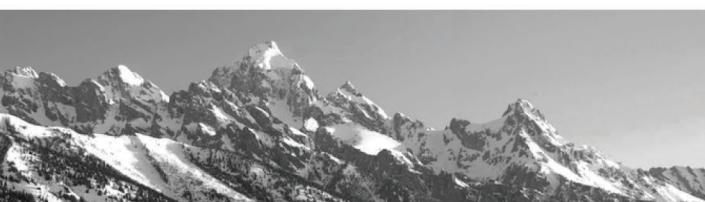
### **A. CONSENT AGENDA:**

1. Approval of the Minutes – April 17, 2024, Regular Meeting
2. Equipment Purchase-Network Tapping Equipment
3. Equipment Purchase-MB2 Plow Truck
4. Equipment Purchase-Overaasen RS 400 Broom
5. Resolution 2024-04-AIP 81 (Net Zero Carbon Roadmap Grant)

### **B. Financial Reports**

### **C. Resolution 2024-03-Establishment of Fees and Charges**

### **D. Woolpert 13<sup>th</sup> Amendment-Deice Pad and Collection System Improvements Design**



## **JACKSON HOLE AIRPORT**

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

James P. Elwood, AAE, Executive Director

Turley moved approval of the consent agenda items A1 through A5. Liebzeit seconded the motion which passed unanimously.

**B. FINANCIAL REPORTS:** Anderson advised that for April and May, income and expenses were below budget levels, and net revenues remained above budget. She said that capital reimbursements continued to be received as expected.

Turley moved acceptance of the financial reports for April 2024 and May 2024. Liebzeit seconded the motion which passed unanimously.

**C. RESOLUTION 2024-03 – ESTABLISHMENT OF FEES AND CHARGES:**

Anderson said the Board establishes Fees and Charges annually following the adoption of the budget. She said that changes for FY2024-2025 include increasing general aviation ('GA') and airline landing fees, increased airline space lease rates, reduced number of peak dates for the public parking lot, and adjustment to security badging rates (not increased, fee broken into badge and background investigation versus one lump sum).

Liebzeit moved approval of Resolution 2024-03 in the form presented to establish fees and charges for FY24-25. Turley seconded the motion which passed unanimously.

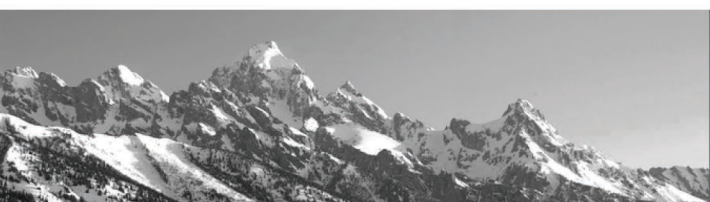
**D. WOOLPERT 13<sup>TH</sup> AMENDMENT – DEICE PAD AND COLLECTION SYSTEM IMPROVEMENTS DESIGN AND CONSTRUCTION ADMINISTRATION AND MANAGEMENT:**

Valsing stated that the 13<sup>th</sup> Amendment to the Woolpert On-Call Engineering Service Agreement had a proposed fee of \$3,186,108.88. Valsing said that an Independent Fee Analysis (IFE) was conducted, and the IFE validated Woolpert's proposed pricing. She communicated that the Airport is receiving a grant from Hageman's congressional earmark of \$3,000,000 for the design and construction administration and management, covering most of the cost associated with this agreement. She said construction is anticipated to begin in late spring and summer of 2025.

Turley moved approval of the Woolpert 13<sup>th</sup> Amendment, in the amount of \$3,186,108.88, for the Deice Pad and Collection System Improvements Design, Construction Administration and Construction Management. Liebzeit seconded the motion which passed unanimously.

**IX. DIRECTOR'S COMMENTS:** Crook provided a Security update, George provided an Operations update, Grimmert provided a Maintenance update, and Foster provided an FBO update.

Elwood presented the May activity reports; general aviation (GA) operations were up 4.62%, and commercial operations were up 37.4% from May 2023. He advised that



enplanements were up 23.5% from May 2023, and the load factor for May was 71% versus 78% in May 2023. Elwood stated that the commercial airlines increased their frequency earlier than in previous years.

- X. BOARD COMMENTS:** Brown thanked Wallace for running the meeting in her absence. The Board proposed the dates for the upcoming Board Retreat, which will be June 19-20, 2024, and the dates for Board Meetings, which will be August 21, 2024, October 23, 2024, and December 18, 2024.
- XI. ADJOURN:** Brown motioned to adjourn the meeting at 11:59 AM. Liebrecht seconded the motion which passed unanimously.

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**Valerie Brown, President**

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**Bob McLaurin, Secretary**

## **MINUTES OF THE JACKSON HOLE AIRPORT BOARD 2024 BOARD RETREAT**

**DATE:** June 19 and June 20, 2024

**BOARD PRESENT:** Valerie Brown (virtual), Ed Liebrecht, Bob McLaurin, Melissa Turley, Rob Wallace

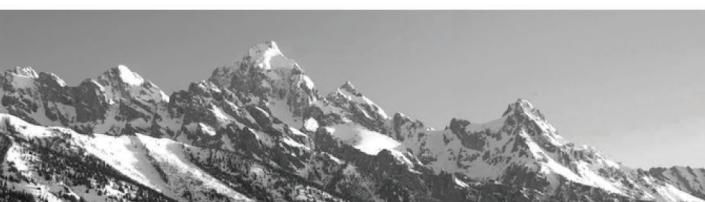
**OTHERS PRESENT:** Jim Elwood, Dan Reimer and Hilary Fletcher.

- I. **GRAND TETON NATIONAL PARK:** Park Superintendent Chip Jenkins and Chief of Staff Jeremy Barnum met with the Board and discussed general items including effective collaboration, revenue generation, public outreach and budget.
- II. **WELCOME:** President Brown welcomed the Board and provide opening comments. Brown thanked the Board for their time and commitment to the Airport. The Board concurred with the following retreat objectives.
  - a. Continue strengthening the Board's relationship with GTNP
  - b. Identify opportunities and improvements from the past year
  - c. Review the Board Working Agreements and overall effectiveness
  - d. Gain a broader understanding of the CIP and the Airport's financial position
  - e. Develop an awareness of efforts focused on continuity of operations
  - f. Understand short-and long-term industry trends that present opportunities for consideration
  - g. Become more knowledgeable of the organizational staffing for the Airport
- III. **YEAR IN REVIEW:** The Board identified things that went well and opportunities for improvement over the past twelve months. Items that went well included budget process, START bus pilot project, Park videos, FBO operational transition, TSA transition, and the Hangar 3 and FBO/Admin projects. The Board identified the committee structure as having room for improvement.
- IV. **BOARD EFFECTIVENESS/ENGAGEMENT DISCUSSION:** President Brown led the Board in a general discussion about the level of effectiveness and engagement of the Board. General discussion ensued regarding more communication, the use of workshops for strategic discussions and more utilization of the committee structure. The Board reviewed the vision statement and did not make any changes. The Board reviewed the Working Agreements and added "Speak with one voice following Board decision" to the current agreements.

The Board reconvened on June 20 at 8:00 am.

**OTHERS PRESENT:** Staff members Michelle Anderson, Aimee Crook, Craig Foster, Alton George, Chance Grimmett, Meg Jenkins (virtual), Tony Cross, Jamey Miles, Anna Valsing, Andrew Wells, Jordyn McDougall, and Gina VanSlyke joined the meeting.

- V. **CAPITAL IMPROVEMENT PLAN/LONG TERM FINANCIAL DISCUSSION:** Board and staff reviewed the current projects including Hangar 3, Administration and FBO Terminal, Deice Pad, Vehicle Service Road (VSR), Storm water detention as well as future projects. Board and staff discussed the long-term financial plan including current net reserves. Discussion followed regarding possibilities for the best use of these net revenues. General discussion ensued.
- VI. **CONTINUITY OF OPERATIONS DISCUSSION:** Staff presented an overview of the organization's resilience, redundancy, protection, security, response and recovery in relationship to the Airport IT program, as well as future technology considerations. General discussion followed.
- VII. **SENIOR STAFF UPDATES:** Staff members provided update to the Board including:
- a. Operations and Custodial: current operations, Mutual Aid, emergency medical response and implementation of the Safety Management System (SMS).
  - b. Fixed Base Operator (FBO): – transition, development of the management team, passenger outreach, collaboration with Grand Teton National Park, sustainability development, and space management.
  - c. Community Outreach: environmental programs and initiatives, communications with GA operators, engagement with the public and stakeholders regarding projects, and website enhancements.
  - d. Security: Aviation Worker Screening, baggage handling system, video analytics, and general security items
  - e. Administration: Board Document Management Software, Nasdaq Boardvantage, Title VI Program, Procurement Policy updates and renegotiation of airline agreements.
- VIII. **ORGANIZATIONAL STAFFING DISCUSSION:** Jim Elwood discussed the current staffing levels and needs for a staff restructure to address and build resiliency.
- IX. **BOARD OPEN DISCUSSION/RETREAT WRAP-UP:** General discussion ensued with an emphasis on the issue of housing and the financial impact of acquisitions. The Board identified key take-aways from the retreat for staff follow-up. The Board expressed continued value for the retreat opportunity and acknowledged the continued commitment and hard work of staff.



## JACKSON HOLE AIRPORT

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James P. Elwood, AAE, Executive Director

- X. **ADJOURN:** Liebzeit made a motion to adjourn at 3:00pm June 20, 2024. McLaurin seconded the motion, which passed unanimously.

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**Valerie Brown, President**

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**Bob McLaurin, Secretary**

**Jackson Hole Airport Board  
Standard Terms and Conditions for Work/Services Performed at  
Jackson Hole Airport**

**CONTRACTOR/SERVICE PROVIDER:**

**Contractor Name:** Peach State Truck Centers, LLC.

**Contractor Address:** 6535 Crescent Drive  
Norcross, GA. 30071

**Contact Name:** Joshua Little

**Contact Email Address:** Jlittle@peachstatetrucks.com

**Location:** Jackson Hole Airport (the "Airport")

**Services:** New Truck Sales, Service and Parts

**Term:**

**Associated with (Work Order/Purchase Order/Quote Number):** DE-25345

As used herein, the term "Contractor" shall refer to the Contractor or Service Provider, and the "Services" shall refer to either work or services performed at the Airport, as further described in the accompanying work order, purchase order, or quote.

1. **Compliance with Laws.** For all Services performed on Airport property, Contractor shall comply with (i) all safety and security regulations and directives applicable to the Customer and/or the Airport, and (ii) Airport Rules and Regulations.
2. **Insurance.** Contractor represents and warrants that it carries and maintains a surety bond and insurance coverages which are consistent with either (i) Customer's Resolution entitled "Insurance Requirements", or (ii) industry standard for professionals performing similar services at facilities similar to the Airport, including but not limited to General Liability Insurance, Professional Liability Insurance, and Workers Compensation Insurance.
3. **Termination.** Customer may terminate the Services, with or without cause, upon seven (7) days notice to the Contractor contact listed above. Upon termination, Contractor shall retrieve its equipment, if any, from the Airport within five (5) business days. Customer shall pay Contractor for all Services performed up to the date of termination, but Contractor shall not be entitled to any further termination payment.





4. **Limitation on Liability.** Contractor understands and agrees that, as an inherent part of the Services, it may leave certain equipment at the Airport during the Term. Customer assumes no liability for any loss or damage to Contractor's equipment, unless such loss or damage is caused by the willful misconduct of Customer or one of Customer's subtenants or subcontractors at the Airport.
5. **Indemnity.** Contractor shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property arising from Contractor's performance of the Services hereunder.
6. **Warranty.** All Services performed hereunder shall have a minimum of a one (1) year warranty on workmanship.
7. **Licenses.** Contractor represents and warrants that it maintains in full force and effect all licenses required to perform the Services.
8. **Non-Discrimination.** In its performance of the Services, 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 through the completion of the Services.
9. **Entire Agreement.** These Terms and Conditions represent the entire and integrated agreement between Customer and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. These Terms and Conditions may be amended only by written instrument signed by both Customer and Contractor. In the event of any inconsistency between these Terms and Conditions and the [Work Order], these Terms and Conditions shall control.
10. **Open Records.** Contractor acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes §66-4-201 et seq., and Contractor agrees that it will fully cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. All materials, records, and information provided by Contractor to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act, and Contractor agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer. To the extent not prohibited by federal law, the [work order/quote] to which these Terms and Conditions are attached is subject to public release through the Wyoming Public Records Act.

11. **Choice of Law.** These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action initiated hereunder shall be in a court having jurisdiction in and for Teton County, Wyoming.

**CONTRACTOR/SERVICE PROVIDER:**

Signature:  Joshua Little  
Name: Joshua Little  
Title: Government Sales  
Date: 07/11/2024

**CUSTOMER:**

Signature:   
Name:   
Title:   
Date: 



Peach State Truck Centers

6535 Crescent Drive  
Norcross GA 30071  
Phone: (770) 449-5300

BUYERS ORDER

Date: 06/18/2024  
Quote #: DE-25345  
Type: Cash  
Salesperson: Joshua Little  
PO #:

Bill To: PROS-009320  
JACKSON HOLE AIRPORT BOARD  
1250 EAST AIRPORT ROAD  
JACKSON WY 83001  
P:(307) 413-7943

Ship To:  
JACKSON HOLE AIRPORT BOARD  
1250 EAST AIRPORT ROAD  
JACKSON, WY 83001

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|--------------------|------------------------|----------------------------------|--------|--------------|
| Stock#: 310022     | VIN: 1FD0W5HT9REE24296 | New 2024 Ford F-550              | Price: | \$75,750.00  |
|                    |                        | DELIVERY                         |        | \$6,500.00   |
|                    |                        | DUMP BODY SNOW PLOW AND SPREADER |        | \$54,356.00  |
| Total Price        |                        |                                  |        | \$136,606.00 |
| Dealer Service Fee |                        |                                  |        | \$200.00     |
| Total              |                        |                                  |        | \$136,806.00 |

2024 Ford F-550  
6.7L Power Stroke Diesel  
Crew Cab Chassis

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_ Sales Representative \_\_\_\_\_  
Manager \_\_\_\_\_

## ADDITIONAL CONDITIONS

The following "Additional Conditions" are an integral part of the Agreement and, together with the terms on the front hereof, constitute binding obligations of the parties hereto:

1. Whenever used in this Agreement: (i) "Seller" shall mean the dealer named as "Seller" on the front page hereof; (ii) "Purchaser" shall mean the party named as "Purchaser" on the front page hereof; (iii) "Purchased Vehicle" shall mean the motor vehicle (or vehicles) described on the front page hereof to be purchased from Seller pursuant to this Agreement; (iv) "Manufacturer" shall mean the corporation that manufactured the Purchased Vehicle **[or chassis]** purchased hereunder; (v) "Lien" shall mean any mortgage, pledge, deed to secure debt, title retention agreement, or other security interest or encumbrance of any kind; and (vi) "Trade-in Vehicle Expenses" shall mean and include (A) all costs that Seller has incurred to **[store]**, insure, repair, condition or advertise any trade-in vehicle and (B) any Lien payoff made by Seller in connection with such trade-in vehicle.
2. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the Purchased Vehicle for the price set forth on the front page hereof. Purchaser agrees to pay to Seller such purchase price in full in cash on or before the delivery date. Purchaser shall not acquire any right, title or interest in or to the Purchased Vehicle until either **[(i)]** Seller has received in cash the full purchase price of the Purchased Vehicle or **[(ii)] Seller has received a signed deferred payment agreement fully satisfactory to Seller.** If for any reason the Purchase Vehicle is delivered to Purchaser prior to receipt by Seller of such full cash payment, then Purchaser (a) hereby grants to Seller a security interest in the Purchased Vehicle to secure any unpaid portion of such purchase price and (b) authorizes Seller to take such actions and to execute such documents on behalf of Purchaser as may be necessary to enable Seller to obtain a perfected security interest in or Lien on the Purchased Vehicle, (c) appoints Seller as Purchaser's attorney-in-fact to execute, deliver and/or file such documents and (d) agrees that Seller shall have the rights of a secured party with a perfected security interest under the Uniform Commercial Code and/or any applicable state title perfection statute.
3. In the event the price to Seller of new motor vehicles of the series and body type ordered hereunder is increased by Manufacturer prior to delivery of the Purchased Vehicle to Purchaser, Seller reserves the right to increase the price of the Purchased Vehicle to be charged to Purchaser; **provided, however,** that if Purchaser objects to any such price increase, Purchaser may cancel this Agreement. In the event, of any such cancellation, Seller shall return to Purchaser (i) any cash deposit previously received and (ii) any trade-in vehicle previously delivered, provided that Seller may retain any Trade-in Vehicle Expenses previously incurred by Seller; and provided further that if such trade-in vehicle has previously been sold by Seller, Seller shall pay to Purchaser the proceeds of such sale less: (A) a selling commission of **[15%]** of such proceeds; and (B) any Trade-in Vehicle Expenses paid by Seller. No design change by Manufacturer of the Purchased Vehicle or any component thereof shall require Seller to make any modification to the Purchased Vehicle or any component thereof either before or after delivery of the Purchased Vehicle to Purchaser. Purchaser acknowledges (a) that Seller is not the agent of the Manufacturer and shall not be liable for any action or inaction of Manufacturer, and (b) Seller and Purchaser are the sole parties to this Agreement and Seller is unable to bind Manufacturer to any obligation.
4. If the a trade-in vehicle is not to be delivered to Seller until delivery to Purchaser of the Purchased Vehicle, then such trade-in vehicle shall be reappraised at the time of delivery and such reappraised value shall determine the gross trade-in allowance thereof; **provided, however,** that if such reappraised value is more than **[15%]** lower than the original gross-trade allowance shown on the front hereof, Purchaser may cancel this Agreement, provided that such cancellation right is exercised prior to the delivery of the Purchased Vehicle to Purchaser.
5. Purchaser warrants as to any trade-in vehicle delivered hereunder to Seller that (i) Purchaser has good title thereto and (ii) Purchaser will deliver to Seller at the time of delivery thereof to Seller the certificate of title to such vehicle free and clear of all Liens. If a Lien does exist on such vehicle, then, at Seller's option, either (a) Purchaser will pay off such Lien or (b) Seller will deduct the amount of such Lien from the trade-in value, thus increasing the purchase price of the Purchased Vehicle. If there is any difference between the actual Lien payoff of the trade-in vehicle and the "Amount Owning On Trade Vehicle" stated on the front hereof, Purchaser shall be solely responsible for any such difference and Purchaser shall promptly pay Seller any such difference that Seller is required to pay to the lienholder to secure clear title to the trade-in vehicle.
6. Unless this Agreement shall have been cancelled by Purchaser in accordance with either paragraph 3 or 4 above, Seller shall have the right, upon any failure or refusal of Purchaser to accept delivery of the Purchased Vehicle or upon any other breach of this Agreement, (i) to retain (A) any cash deposit previously made by Purchaser and (B) any trade-in vehicle previously traded-in as part of the consideration for the Purchased Vehicle, (ii) to apply any such cash and the proceeds of the sale by Seller of any such trade-in vehicle against the damages that Seller might suffer by reason of such failure, refusal or other breach, and (iii) to avail itself of any remedy available to Seller at law or in equity. In applying any such cash or proceeds, Seller may first deduct therefrom all Trade-in Vehicle Expenses and any other expenses (including attorneys' fees) that Seller may incur as a result of any such failure, refusal or other breach. In the event that Seller is required to have an attorney to enforce this Agreement or to collect sums due hereunder (including by arbitration), Purchaser agrees that Seller shall be entitled to recover, in addition to any sums due hereunder, all costs of collection, including reasonable attorney's fees in the amount of 15% of the sums due to Seller.
7. Seller shall not be liable for either (i) any delay in delivering the Purchased Vehicle or (ii) any failure to deliver the Purchased Vehicle, where such failure is due, in whole or in part, to any cause beyond the reasonable control of Seller.
8. The price of the Purchased Vehicle on the front hereof includes reimbursement for federal excise taxes, but does not include any federal, state or local sales, use or occupational taxes **[based on sales volume]**, unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.
9. **THE ONLY WARRANTIES APPLYING TO THE PURCHASED VEHICLE ARE THOSE, IF ANY, SUPPLIED BY THE MANUFACTURER. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO PURCHASER BY SELLER. A USED VEHICLE SOLD HEREUNDER IS SOLD "AS IS" WITHOUT ANY WARRANTY.**
10. Purchaser warrants to Seller that at the time of delivery of the Purchased Vehicle, Purchaser will have insurance in force, which will provide full collision, theft, comprehensive and liability coverage for the Purchased Vehicle **[and that it will maintain said insurance in force.]** No loss, damage or destruction of the Purchased Vehicle shall release Purchaser from its obligations hereunder. In the event that financing of any deferred balance is not accepted by a finance company acceptable to Seller and said motor vehicle is involved in an accident prior to return of said vehicle to Seller, or in the event any checks which are given in payment for said motor vehicle are not honored by the bank upon which drawn and said motor vehicle shall be involved in an accident, Purchaser hereby assigns to Seller the right to receive proceeds payable to Purchaser under all insurance policies covering said accident and Purchaser hereby authorizes and directs the carriers of all such insurance policies to pay said proceeds directly to Seller alone. Purchaser hereby appoints Seller as Purchaser's attorney-in-fact to endorse Purchaser's name to any checks or drafts issued by such insurance carriers by reason of such accident. Any such proceeds received by Seller shall be applied toward payment of Purchaser's obligations hereunder; and any excess of such proceeds over said obligations shall be remitted to Purchaser.
11. **If Purchaser has delivered to Seller an application for credit, Purchaser represents that all statements made in such credit application are true and correct, and Purchaser acknowledges that Seller will be relying thereon. Any untrue or incorrect statement or any other misrepresentation of Purchaser in the credit application or in any other documents shall entitle Seller immediately to rescind and to repossess the Purchased Vehicle.]**
12. **In the event that any portion of the purchase price is to be financed, Purchaser shall be solely responsible to obtain such financing, even if Seller assists Purchaser to obtain such financing. In the event Seller so assists Purchaser, Seller shall not be deemed to have acted as Purchaser's agent; and Seller may retain or be paid by lender a portion of any finance charge imposed on Purchaser by any lender. In the event that Purchaser has obtained possession of the Purchased Vehicle but is unable within 10 days after so obtaining possession to obtain financing and pay off the balance of the purchase price owed to Seller, Purchaser agrees to return the motor vehicle to Seller immediately upon demand. In the alternative, Seller shall be entitled to immediately repossess the vehicle.]**
13. Purchaser agrees that it will execute and deliver such other agreements, documents or instruments as may be necessary to complete the sale contemplated hereby in accordance with the terms and conditions hereof.
14. This Agreement shall not be assigned by Purchaser without Seller's prior written consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification or waiver of any provision hereof shall be valid unless it is in writing and signed by each party hereto. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not adversely affect the validity, legality or enforceability of the remainder of this Agreement. This Agreement shall be governed by the laws of the state in which the Seller is located as shown on the front of this Agreement. Whenever the context of this Agreement requires, all pronouns used herein shall refer to the masculine, feminine or neuter gender and the singular shall refer to the plural and vice versa, as the context may require.
15. Any dispute or controversy arising pursuant to this Agreement shall be resolved by final and binding arbitration in Gwinnett County, Georgia before a single arbitrator appointed and acting pursuant to JAMS' commercial arbitration rules. **[NO CLASS WIDE ARBITRATION CLAIMS ARE ALLOWED.] [Seller and Purchaser shall each bear their own expenses for attorneys, experts, witness fees, regardless of which party prevails in the arbitration.] OR [The arbitrator may award costs and attorney's fees to the prevailing party.] [See Paragraph 6 above]**

| AGREEMENT COVER PAGE   |                    |  |
|--|--------------------|--|
| <b>ISSUED BY: (Jackson Hole Airport)</b><br>Jackson Hole Airport<br>1250 East Airport Road<br>PO Box 159<br>Jackson, WY 83001  |                    | <b>ISSUED TO: (Serco)</b><br>Serco Inc.<br>12930 Worldgate Drive, Suite 600<br>Herndon, VA 20170 |
| <b>Agreement Representative:</b><br>Anna Valsing   |                    | <b>Contract Representative:</b><br>Angelica Jennings   |
| <b>Telephone:</b> (307) 690-3619   |                    | <b>Telephone:</b> (703) 263-6000   |
| <b>E-Mail:</b> anna.valsing@jhairport.org  |                    | <b>E-Mail:</b> angelica.jennings@serco-na.com  |
| <b>Type Subcontract:</b><br>Time and Materials   |                    | <b>Agreement Value:</b><br><br><b>Effective Date:</b><br>8/9/2024                                |
|  |                    | <b>Agreement No:</b>   |
| <b>TABLE OF CONTENTS</b><br><br>PART I- AGREEMENT TERMS AND CONDITIONS<br>Agreement Cover Page<br>Agreement Clauses<br><br>PART II- DOCS, EXHIBITS, ATTACHMENTS<br>Statement of Work   |                    |  |
| <p>This Agreement is made by and between Jackson Hole Airport (hereinafter, the "Airport"), and Serco Inc., a New Jersey corporation (hereinafter, the "Serco"). The Services to be performed by Serco under this Agreement will supplement but not replace those that Serco is providing to Airport under FAA Prime Contract DTFAWA-15-C-00021. This Agreement and any document or schedule required hereby may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same agreement. Executed counterparts of this Agreement and any document or schedule required hereby may be delivered electronically, including, without limitation by email, and such signatures that shall be considered legally binding for all purposes.</p> |                    |  |
| <b>IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW AND TO BE EFFECTIVE ON THE DATE INDICATED ABOVE ONLY UPON EXECUTION BY THE AIRPORT AND SERCO REPRESENTATIVES</b>  |                    |  |
| <b>JACKSON HOLE AIRPORT</b>  |                    | <b>SERCO INC.</b>  |
|  |                    |  |
| <b>Signature</b>   | <b>Date Signed</b> | <b>Signature</b><br><br>Angelica Jennings, Contracts Administrator                               |
| <b>Name and Title of Signer</b>  |                    | <b>Typed Name and Title of Signer</b>  |

## **1. AUTHORITY**

This Agreement, including the provisions or attachments in Parts I and II (as indicated on the face page of this Subcontract) or other attachments incorporated by reference herein, constitutes the entire agreement between the Parties and supersedes all other prior agreements. The individuals that sign this Agreement in the signature blocks on the Cover Page certify that they have been given the authority by their respective organizations to bind such organization to the terms, conditions and covenants of this Agreement.

## **2. TYPE OF CONTRACT**

This is a T&M contract, with only Time, no materials, or other costs.

## **3. DEFINITIONS**

Terms may be defined throughout this Agreement; provided, however, that the following terms have the meaning set forth below:

- "Agreement" means this executed document between the Airport and Serco, including all exhibits, attachments and references forming a part of this document.
- "Airport Site" work, Serco shall be required to furnish only the worker; the Airport will furnish office space and associated furniture, equipment, etc.
- "Party" and "Parties", respectively, mean the Airport and Serco individually and jointly, respectively.
- "Prime Contract" means the prime contract identified on the Agreement Cover Page awarded to Serco.
- "Airport" means the entity identified as "Airport" on the Agreement Cover Page.
- "Serco" means the entity identified as "Serco" on the Agreement Cover Page.
- "Services" mean the services identified in the Statement of Work.
- "Airport Representative" mean the individual who is authorized by Airport to formally give official direction to Serco under this Agreement.

## **4. ORDER OF PRECEDENCE**

This Agreement is comprised of the sections identified above and included herewith. The terms, conditions, and covenants contained in this Agreement shall be interpreted consistently with each other whenever possible. In the event of ambiguity, inconsistency, or conflict between or among the provisions of this Agreement, the inconsistency, ambiguity or conflict shall be resolved by giving precedence in the following order:

- a. Agreement Terms and Conditions
- b. Documents, Exhibits and Attachments

## **5. SUPPLIES/SERVICES AND PRICES/COSTS**

Serco shall meet the requirements of the Statement of Work. Periods of performance and funding will be as set forth hereunder.

## **6. PERFORMANCE PERIOD**

The period of performance of this Agreement shall be from the date this agreement is fully executed through 6/30/2025.

## **7. EXCUSABLE DELAYS AND TIME EXTENSIONS**

In the event Serco or Airport is delayed in performing any of its respective obligations in this Agreement and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, accidents, acts of civil or military authority, fires, floods, or earthquakes or any other condition beyond the reasonable control of the Party delayed, such delay shall be excused. In the event of any such delay, the Party delayed shall, at no cost to the other Party, exercise due diligence to shorten the delay and keep the other Party advised as to the steps taken to shorten or resolve the delay. Serco may be entitled to additional or extra compensation by reason of any delay.

## **8. CHANGES**

Airport may propose changes to the terms and conditions under this Agreement or any Purchase Order, including, without limitation, specifications for Goods or Services to be provided by Serco under this Agreement, by giving Serco a written change notice. Change orders may only be amended or modified by duly authorized representatives of the respective Parties. All notices, requests, demands, or other communications hereunder other than day-to-day communications within the duties of the Serco Personnel shall be in writing and deemed given if personally delivered or five (5) days after proper mailing to the address set forth below.

If Serco reasonably believes the schedule or compensation for Goods or Services must be modified to accommodate the proposed change, Serco must provide Airport with a detailed written estimate of the anticipated effect on the schedule and compensation within 7 days after receipt of Airport's change notice. If Serco timely submits a response, the Parties shall negotiate a mutually acceptable resolution. Serco shall not unreasonably withhold, delay or condition its consent to any change. Following the issuance of a change notice and during the pendency of any negotiation, Serco shall continue to provide Goods or services as specified in this Agreement, unless otherwise directed by Airport in writing.

Serco shall not perform changes until approved by and in accordance with a modification or change order.

Serco shall not comply with oral changes unless Serco deems that such changes shall not affect the cost, Serco's Schedule, or integrity of the Goods or Services. Any and all costs incurred by Serco to perform oral changes shall be for Serco's account and Serco shall not be entitled to claim any additional amount.

No one other than Airport's contract representative shall be entitled to issue Change Orders.

## **9. INVOICE INSTRUCTIONS AND PAYMENT INFORMATION**

Serco shall submit invoices to the Airport in accordance with the following instructions:

- a. Invoices must be submitted as follows and shall include Agreement Number, Agreement Task Order Number (if any), the remittance name and address, and Serco's Taxpayer Identification Number (TIN):
  - a. E-mailed to: Anna.Valsing@jhairport.org for approval and submission for payment.
- b. Serco reserves the right to invoice monthly.
- c. Payments will be made by wire transfer as follows:

Payee: Bank name: JPMorgan Chase Bank  
Bank Address: 4 New York Plaza, 13th Floor, New York, NY 10004  
Account name: Serco Inc.  
Bank account number: 100047023  
ABA (ACH and Wire): 021000021

Serco may designate replacement payment information at any time upon notice to Airport.

## **10. AGREEMENT ADMINISTRATION**

Administration of this Agreement will be performed by the cognizant office and person identified on the Cover Page of this Agreement as the Airport Representative. In addition, Airport designates Anna Valsing as the Airport Program Manager

(PM). The PM or his official designee will monitor and coordinate all technical aspects of this Agreement. Airport may change this designation at any time upon notice to Serco.

#### **11. FUNDING**

Serco is not obligated to incur expenses or make commitments in excess of the Agreement funded amount.

#### **12. PAYMENT**

The Airport shall pay Serco upon the submission of invoices within thirty (30) calendar days.

#### **13. ACCEPTANCE**

Acceptance shall be deemed to occur when services are rendered.

#### **14. PROPRIETARY DATA**

Each Party agrees, that it shall not (and its employees, consultants, and Serco personnel shall not) use or disclose drawings, data, specifications, technical information, and other information or materials furnished or made available by one Party, except those materials to be produced hereunder and then solely for purposes of meeting the requirements of this Agreement. Each Party further agrees that disclosures to employees, consultants, and other personnel shall be on a "need to know" basis and solely in direct support of the performance hereunder. Each Party will use at least the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information. In no event, however, will less than a reasonable degree of care be used. Pages of this Agreement and other data marked as "Proprietary", "Confidential" or other similar legends shall be considered Proprietary and shall not be disclosed without the prior written consent of the disclosing Party.

#### **15. CUSTOMER INTERFACE AND PUBLICITY**

With the advance review and approval of the Airport, Serco may issue a news release, public announcement, advertisement or any other form of public statement regarding its participation in the Agreement.

#### **16. DISPUTE RESOLUTION, CHOICE OF LAW AND VENUE**

A. In the event of a dispute arising under or in connection with this Agreement or a related Task Order, the Parties agree that each Party's respective representatives will work diligently and in good faith to promptly resolve same. If the representatives fail to resolve any such dispute within ten (10) days after both Parties are provided with written notice of the dispute, the dispute shall be elevated to the Vice President or higher level of each organization, at which level appropriate individuals from both Parties will diligently attempt to resolve the dispute. If at then end of that additional ten (10) days period the dispute remains unresolved, the Parties may elect to continue efforts to resolve the dispute through further discussions, provided that either Party may at such time elect to pursue other available legal or equitable remedies as well or in lieu of any further discussion.

B. This Agreement shall be construed and interpreted according to the laws of the Commonwealth of Virginia, exclusive of that body of laws known as conflicts of interest laws. Each Party hereby irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts located in, or with jurisdiction over, Fairfax County, Virginia for any actions, suits, or proceedings arising out of or relating to this Agreement, and further agrees that service of any process, summons, notice or document by U.S. registered or certified mail to each Party's address set forth on the Agreement Cover Page shall be effective service of process for any action, suit, or proceeding against the other Party. The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided by existing law or equity.

#### **17. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY HEREIN AND EXCEPT WITH RESPECT TO AIRPORT'S OBLIGATION TO PAY AMOUNTS WHEN**

DUE HEREUNDER AND TO AWARD WORK TO SERCO IN ACCORDANCE WITH THE STATEMENT OF WORK, NEITHER PARTY, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR OTHER REPRESENTATIVES, SHALL IN ANY EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS AS A RESULT OF PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT (INCLUDING TASK ORDERS), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN. SERCO'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT (INCLUDING ANY TASK ORDER) SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES AND SHALL IN NO EVENT EXCEED THE AMOUNT WHICH HAS BEEN PAID TO SERCO BY AIRPORT FOR SERCO'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING ANY RELEVANT TASK ORDER). THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE.

#### 18. INDEPENDENT CONTRACTOR

This Agreement does not establish a joint venture, partnership, or any other formal business organization between the Parties except for the relationship set forth herein. Serco's association with Airport is that of an independent contractor, and both Serco and Airport disclaim any desire or intention to create an employer-employee relationship between Airport and Serco's employees.

#### 19. WARRANTIES

SERCO DOES NOT MAKE ANY WARRANTIES REGARDING THE SERVICES TO BE PROVIDED, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 20. INSURANCE

- A. Serco shall purchase and maintain such insurance, at their expense, as will protect Serco from the claims set forth herein that may result from Serco's operations under this Agreement. Notwithstanding Serco's decision to maintain greater amounts, Serco shall maintain the following minimum amounts and types of coverage:
- (1) COMMERCIAL AVIATION LIABILITY/CONTROL TOWER LIABILITY covering claims for bodily injury, death, personal injury or property damage with minimum combined single limit of One Hundred Million Dollars (\$100,000,000) for each occurrence and in the aggregate.
  - (2) COMMERCIAL GENERAL LIABILITY covering claims for bodily injury, death, personal injury or property damage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
  - (3) COMMERCIAL AUTOMOBILE LIABILITY covering ownership, operation and maintenance of all owned, non-owned and hired automobiles used in connection with the performance of this Agreement, with minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
  - (4) WORKERS' COMPENSATION with statutory limits as required in the state where the Services are being provided and EMPLOYER'S LIABILITY of One Hundred Thousand Dollars (\$100,000) each accident.
  - (5) UMBRELLA/EXCESS LIABILITY with minimum limits of Five Million Dollars (\$5,000,000) per occurrence for the underlying Commercial General Liability, Commercial Automobile Liability and Employer's Liability policies.
- B. ~~Reserved. Serco's and Airport's insurers shall provide mutual waivers of subrogation for its own respective Commercial Aviation Liability/Control Tower Liability, Commercial General Liability, Commercial Automobile Liability, Employer's Liability, and Umbrella/Excess Liability policies.~~
- C. Serco shall forward certificate(s) of insurance to Airport within ten (10) business days of execution of this Agreement. If Serco fails to provide proof of adequate insurance within ten (10) days of this Agreement execution, Airport at their sole discretion may terminate this Agreement.

## **21. INDEMNIFICATION**

Subject to the limitations set forth herein, each Party shall, at its expense, indemnify and hold the other party harmless from and against third party claims, actions or suits for direct damages (including the expenses, reasonable attorneys' fees and costs of defense thereof), and judgments for losses arising directly out of and solely to the extent caused by the gross negligence of the indemnifying Party under this Agreement. The defense and indemnification is specifically conditioned on the following: (i) the indemnifying party providing prompt notification in writing of any such claim or demand when it obtains actual knowledge thereof; (ii) the indemnifying party having sole control of the defense of any such action, claim or demand and of all negotiations for its settlement or compromise; and (iii) the indemnified party cooperating, at the indemnifying party's expense, in a reasonable way to facilitate the defense of such claim or demand or the negotiations for its settlement.

## **22. TERMINATION**

A. Either Party may terminate this Agreement upon the occurrence of one or more of the following:

- (1) A Party fails to perform a material obligation under this Agreement, substantially within the specifications, requirements, or time specified herein and fails to cure the default within 30 days after receiving a written notice specifying the nature of the default; provided, however, that if the default cannot be reasonably cured within such 30-day period, the defaulting Party shall have a reasonable time to cure such default provided it commences taking all necessary and appropriate actions to cure such default within such 30-day period; or
- (2) The entering into or filing by or against a Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of such Party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of Serco; or
- (3) Either Party terminate this Agreement for convenience, in the terminating Party's sole discretion with a 30-day written notice; or
- (4) Serco may terminate this Agreement in the event Airport fails to make payments of undisputed amounts when due and fails to cure such default within ten (10) business days from Serco's written notice to Airport; or
- (5) The FAA Contract referenced on the Cover Page is terminated or options are not exercised.

The Party terminating this Agreement shall provide the other Party with a written notice of the date on which this Agreement shall be terminated (the "Termination Date").

B. Until the Termination Date, Airport shall continue to pay Serco as provided in this Agreement, and upon such payment Serco shall provide Airport any and all work-in-progress or Goods authorized by Airport to be purchased prior to the Termination Date. Notwithstanding the foregoing, the defaulting Party shall continue to be fully liable for all damages, suffered by the non-defaulting Party(ies) that are permitted under this Agreement or by law to the extent such damages are caused by the defaulting Party. A waiver by the non-defaulting Party(ies) shall not be considered to be a waiver of any subsequent default, nor be deemed to amend or modify the terms of this Agreement.

## **23. NON-SOLICITATION OF EMPLOYEES**

During the term of this Agreement and for a period of one (1) year following either the expiration or termination hereof, neither Party shall directly solicit or recruit for hire the employees of the other working on the Solicitation or the proposal related thereto without the prior written consent of the other Party. Notwithstanding anything to the contrary, this Section shall not be construed to restrict either Party's right to solicit or recruit generally in the media, and shall not prohibit either Party from hiring, without prior written consent, an employee who answers any general advertisement or who otherwise initiate hiring discussions, without having been personally solicited or recruited by the hiring Party.

## **24. COMPLIANCE WITH LAWS**

Each Party agrees to comply fully with all federal, state and local laws and regulations applicable to the performance under this Agreement.

## **25. NOTICES**

All notices, requests, consents, and waivers required hereunder shall be in writing and shall be deemed to have been duly given (a) if personally delivered, upon delivery or refusal of delivery; (b) if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; or (c) if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed to the respective individuals as identified and to the address as indicated on the Cover Page of this Agreement, or at such other address(es) or addressee(s) as either Party may from time to time designate in writing to the other Party.

## **26. SEVERABILITY**

Each section, subsection and lesser provision of this Agreement constitutes a separate and distinct undertaking, covenant and/or provision hereof. In the event that any provision of this Agreement shall finally be determined to be unlawful by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. If the scope of any of the provisions of the Agreement is too broad in any respect to permit enforcement to its full extent, then the Parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly.

## **27. AMENDMENT OR MODIFICATION**

Any amendment or modification of this Agreement must be in writing and signed by each Party's authorized representative.

## **28. SURVIVAL**

Any provision of this Agreement that imposes an obligation following the termination or expiration of this Agreement or any Agreement Task Order will survive the termination or expiration of this Agreement and will continue to be binding upon the Parties to this Subcontract.

## **29. ENTIRE AGREEMENT**

No inducements, representations, statements, warranties or other agreements other than those set forth in this Agreement have been made between the Parties. This Agreement is the entire agreement between the Parties and supersedes any and all prior oral and written agreements, commitments, understandings or communications with respect to the subject matter of this Subcontract.

**(END OF SECTION)**

**PART II**  
**LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS**

**STATEMENT OF WORK**

**I. SERVICE LOCATION(S)**

Facility Name(s): Jackson Hole Airport  
Street Address: 1250 East Airport Road  
City and Zip Code: Jackson, WY 83001

**II. DESCRIPTION OF SERVICES**

- A. Serco shall provide all Air Traffic Control Services as required and accepted by the FAA as air traffic control responsibilities at the Airport including, but not limited to, coordination with the FAA concerning air traffic control matters, and the preparation and revision of required operational agreements and directives, but not including services or functions normally handled by the FAA, FAA Flight Service Stations or airline dispatchers. Serco shall retain exclusive discretion over the operational details of providing these Air Traffic Control services, so long as Serco operates in accordance with FAA regulations.
- B. Serco shall not conduct any business activities in the Airport control tower other than the provision of Air Traffic Control Services and surface weather observations.
- C. Serco shall provide the Air Traffic Control Services seven (7) days a week during the hours of 2100-2130.
- D. Serco is an independent contractor under the terms of this Agreement. Serco agrees to bear all responsibility and liability for the hiring of any and all employees necessary for the operation of the control tower and to conform to all regulations required by the State of Wyoming, and the United States of America incidental to the hiring of employees.
- E. In accordance with FAA Order JO7210.3 4-6-2. COLLECTION OF OPERATIONAL DATA, the following shall apply to this Agreement:
- a. Air traffic managers are responsible only for the routine collection and reporting of basic operational information as authorized in this order or by the appropriate service unit. Collection of any data must be considered a secondary function and must not interfere with the accomplishment of operational duties.
  - b. Air traffic managers must not permit their facilities to participate in special studies and surveys nor agree to the use of facility personnel to tabulate, prepare, or forward to outside organizations or Parties any special summaries, abstracts, reports, or aeronautical data unless approved in advance by the Service Area office.

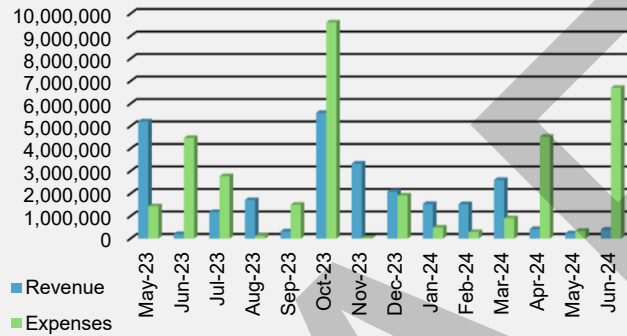
**F. Pricing**

|  |             |
|--|-------------|
| Air Traffic Control – Bill Rate per Hour | \$125.34    |
| Contract not to exceed                   | \$25,000.00 |

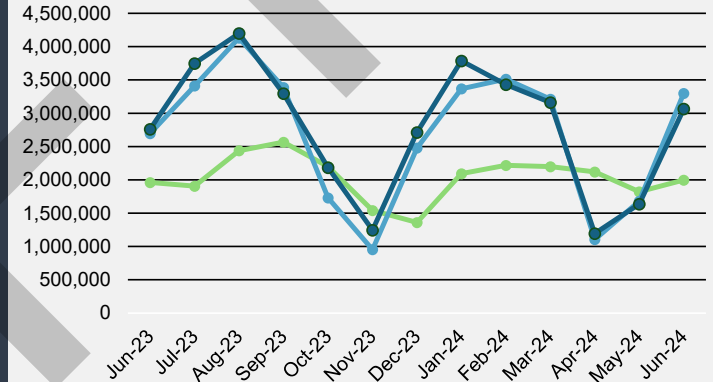
# JUNE 2024 FINANCIAL DASHBOARD

|                      | JULY 1 –<br>JUNE 30 | % CHANGE<br>FROM<br>BUDGET |
|----------------------|---------------------|----------------------------|
| Income               | \$91,447,387        | -1%                        |
| Expense              | \$67,580,571        | -18%                       |
| Net Revenue*         | \$23,866,815        | +144%                      |
| (*excluding capital) |                     |                            |

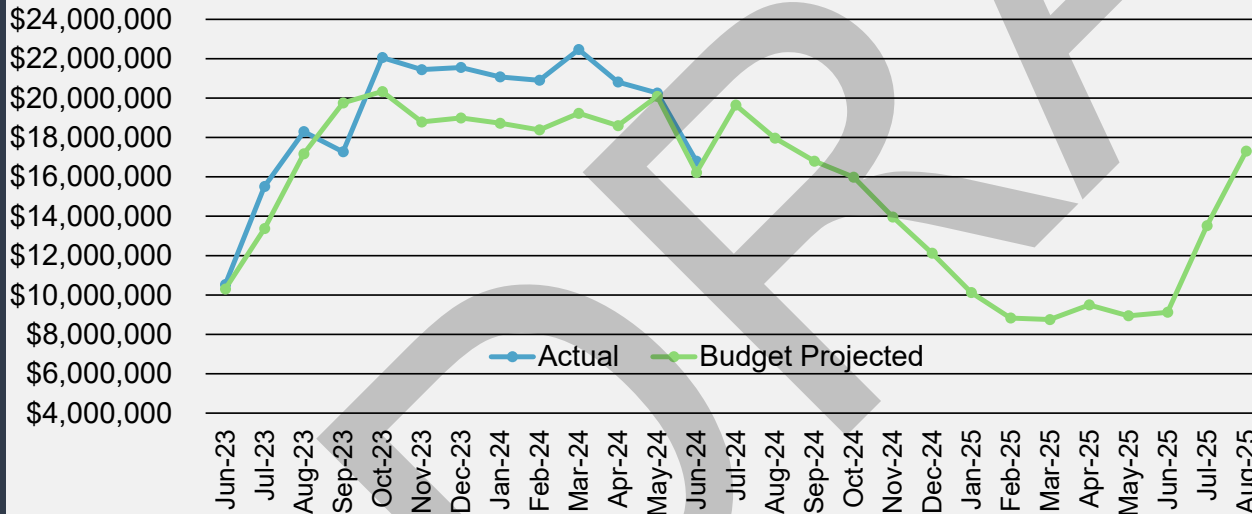
Capital (13 Months)



Revenues (13 Months)

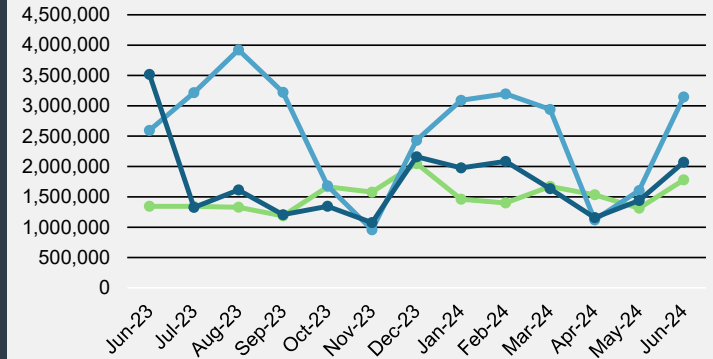


Unrestricted Cash Balance\*\*



(\*\*including capital/excluding restricted cash)

Expenses (13 Months)



— OPERATIONS — FUEL FARM — FBO

**RESOLUTION NO. 2024-05  
OF THE  
JACKSON HOLE AIRPORT BOARD**

**RE: AVIATION WORKER SCREENING**

**August 21, 2024**

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

WHEREAS, the Board is the operator and proprietor of the Jackson Hole Airport (the “Airport”) located in Teton County, Wyoming;

WHEREAS, the Board is an airport board organized to operate, maintain and improve the Airport under W.S. §10-5-101 through §10-5-204, and Chapter 12.16 of the Ordinances of the Town of Jackson;

WHEREAS, on April 27, 2023, the Transportation Security Administration (“TSA”) issued National Amendment 23-02, requiring certain airports, including the Jackson Hole Airport, to conduct aviation worker screening to protect against insider threats;

WHEREAS, TSA subsequently established a deadline of September 24, 2024, by which airports must begin aviation worker screening;

WHEREAS, Town of Jackson Code of Ordinances Section 12.16.170(B) provides, “No Person shall enter or be present in a Restricted Area without complying with the systems, measures, procedures, screening and/or inspection being applied to control access to or presence in such areas;” and Airport Rule 8.10.4 correspondingly provides, “No Person shall enter or be present in a Restricted Area without complying with the systems, measures, procedures, screening and/or inspection being applied to control access to or presence in such areas”;

WHEREAS, reviewing courts repeatedly have found that administrative searches at airports are constitutional;

WHEREAS, the Board wishes to put aviation workers at the Airport on notice that they may be subject to search going forward;

**THEREFORE, BE IT RESOLVED BY THE JACKSON HOLE AIRPORT BOARD:**

**1. Aviation Workers Must Submit to Screening.**

1.1 As a condition of employment or work at the Airport, all individuals seeking unescorted or escorted access to the Sterile Area and/or Secured Area of the Airport shall submit to screening at designated access points by Board employees or contractors assigned to conduct such screening.

1.2 The nature, type and location of aviation worker screening shall be as determined by the Airport Executive Director and Assistant Airport Director for Security Operations.

1.3 Aviation workers shall have no right to see the written protocols established by the Airport Executive Director or Assistant Airport Director for aviation worker screening, as such protocols may be considered Sensitive Security Information in accordance with 49 C.F.R. Part 1520, and further shall have no right to advance notice of when and at which access points screening will occur.

1.4 The Board reserves the right to direct an aviation worker to the Security Screening Checkpoint for secondary screening.

1.5 The Board reserves the right to deny access to the Sterile Area and/or Secured Area, to notify an aviation worker's employer of the results of screening, and to refer an aviation worker for detention or criminal prosecution if warranted based on the results of screening.

**2. Prohibited Items.**

2.1 The Board adopts the list of prohibited items considered by TSA to be weapons, explosives and incendiaries, as such list exists upon the date of adoption of this resolution and as the list may be amended by TSA in the future. The current list as of the date of adoption is published at 88 Federal Register 73,537 (Oct. 26, 2023).

2.2 Except as provided in Section 2.3 immediately below, no aviation worker is permitted access to the Sterile Area or Secured Area with a prohibited item.

2.3 An aviation worker may be permitted access to the Sterile Area or Secured Area with tools-of-trade that otherwise are prohibited. Each employer is responsible for designating and certifying to the Board those employees whose job responsibilities within the Sterile Area or Secured Area require tools-of-trade. Such aviation workers must have a designation on their Airport-issued security credential or a supplemental airport issued authorization to be able to travel through Airport access points (other than the security screening checkpoint) with tools-of-trade.

2.4 The Board reserves the right to deny access to the Sterile Area or Secured Area upon finding drugs, drug paraphernalia, stolen articles or other criminal contraband

during screening and to refer such aviation workers to their employer and/or to law enforcement.

**3. Reservation of Rights.**

3.1 The Board reserves the right to adjust the protocols for aviation worker screening as necessary to comply with TSA directives and mitigate insider threats.

3.2 The Board reserves the right to defend itself in any legal action challenging the Board's authority to conduct aviation worker screening, including to present any defenses available under the Wyoming Governmental Claims Act, W.S. § 1-39-101 through § 1-39-120.

3.3 The Board reserves the right to supplement this resolution by the adoption or amendment of rules in accordance with the Wyoming Administrative Procedure Act, W.S. § 16-3-101 through § 16-3-106.

**4. Effectiveness.**

4.1 This Resolution shall be and remain in full force and effect until and unless repealed, amended or superseded by formal action of the Board taken at a duly-noticed public meeting.

Upon motion duly made and seconded, the foregoing Resolution was adopted by the Jackson Hole Airport Board this 21<sup>st</sup> day of August, 2024.

**Attest:**

**JACKSON HOLE AIRPORT BOARD**

By: \_\_\_\_\_  
Melissa Turley, Secretary

By: \_\_\_\_\_  
Valerie Brown, President



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

July 23, 2024

Ms. Valerie Brown, President  
Jackson Hole Airport Board  
1250 East Airport Road  
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor  
Town of Jackson  
150 E. Pearl Avenue  
Jackson, WY 83001

Mr. Luther Propst, Chairman  
Teton County Board of Commissioners  
200 S. Willow Street  
Jackson, WY 83001

Dear Ms. Brown, Mayor Morton Levinson, and Commissioner Propst:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-56-0014-080-2024 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 30, 2024**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

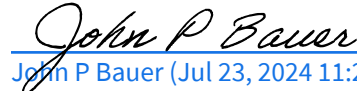
**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Rebecca Wersal, (303) 342-1257, [rebecca.wersal@faa.gov](mailto:rebecca.wersal@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
[John P Bauer \(Jul 23, 2024 11:24 MDT\)](#)

John P. Bauer  
Manager, Denver Airports District Office

DRAFT



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

|                                     |                      |                                |
|-------------------------------------|----------------------|--------------------------------|
| Federal Award Offer Date            | July 23, 2024        |                                |
| Airport/Planning Area               | Jackson Hole Airport |                                |
| Airport Infrastructure Grant Number | 3-56-0014-080-2024   | [Contract No. DOT-FA24NM-1032] |
| Unique Entity Identifier            | KELEZHCKXHL6         |                                |

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 30, 2024, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

**Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway  
(Phase III-Rehabilitate Taxiway A from Taxiway A3 to A4)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75% of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,361,715.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,361,715 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
- ii. Gross waste of Federal funds;
- iii. An abuse of authority relating to implementation or use of Federal funds;
- iv. A substantial and specific danger to public health or safety; or
- v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- v. A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
  27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
  28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

## SPECIAL CONDITIONS

29. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
30. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
31. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
32. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
34. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
35. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
  - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and,
    - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
  - 2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - i. Inspection date;
    - ii. Location;
    - iii. Distress types; and
    - iv. Maintenance scheduled or performed.
  - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**36. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*John P Bauer*  
John P Bauer (Jul 23, 2024 11:24 MDT)  
(Signature)

John P Bauer  
(Typed Name)

Manager, Denver ADO  
(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**JACKSON HOLE AIRPORT BOARD**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_ %}

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated \_\_\_\_\_

%}

**TOWN OF JACKSON, WYOMING**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

**Attested By:**

\_\_\_\_\_  
(Signature of Sponsor's Attestation)

\_\_\_\_\_  
(Typed Name of Sponsor's Attestation)

\_\_\_\_\_  
(Title of Sponsor's Attestation)

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_ %}

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>6</sup>

Dated \_\_\_\_\_ %}

**COUNTY OF TETON, WYOMING**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

**Attested By:**

\_\_\_\_\_  
(Signature of Sponsor's Attestation)

\_\_\_\_\_  
(Typed Name of Sponsor's Attestation)

\_\_\_\_\_  
(Title of Sponsor's Attestation)

<sup>6</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>7</sup>

Dated at \_\_\_\_\_ %}

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>7</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”**
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of January 30, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**RESOLUTION NO. 2024-06**  
**OF THE**  
**JACKSON HOLE AIRPORT BOARD**  
**ACCEPTING GRANT AGREEMENT**  
**WITH THE FEDERAL AVIATION ADMINISTRATION**  
**AIP Grant No. 3-56-0014-80-2024**  
**August 21, 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 Grant Agreement, in the form annexed hereto as **Exhibit A**, which tenders a grant offer to the Board for the purpose of "Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase III-Rehabilitate Taxiway A from Taxiway A3 to A4)" and will be in an amount of Three Million Three Hundred and Sixty One Thousand Seven Hundred and Fifteen Dollars (\$3,361,715);

**WHEREAS**, the Board desires to accept, agree to the conditions of, and authorize the Board President and Board Secretary to execute the Grant Agreement in the same form as that annexed hereto as **Exhibit A**, in an amount of Three Million Three Hundred and Sixty One Thousand Seven Hundred and Fifteen Dollars (\$3,361,715);

**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 3-56-0014-80-2024 in an amount of Three Million Three Hundred and Sixty One Thousand Seven Hundred and Fifteen Dollars (\$3,361,715), annexed hereto as **Exhibit A**, for the project of "Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase III-Rehabilitate Taxiway A from Taxiway A3 to A4)", 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 21st day of August 2024.

**JACKSON HOLE AIRPORT BOARD**

By: \_\_\_\_\_  
Valerie Brown, President

**ATTEST**

By: \_\_\_\_\_  
Bob McLaurin, Secretary



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Valerie Brown, President  
Jackson Hole Airport Board  
1250 East Airport Road  
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor  
Town of Jackson  
150 E. Pearl Avenue  
Jackson, WY 83001

Mr. Luther Propst, Chairman  
Teton County Board of Commissioners  
200 S. Willow Street  
Jackson, WY 83001

Dear Ms. Brown, Mayor Morton Levinson, and Commissioner Propst:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-082-2024 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 6, 2024**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Rebecca Wersal, (303) 342-1257, [rebecca.wersal@faa.gov](mailto:rebecca.wersal@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

**{{Sig\_es\_:signer1:                      signature}}**

John P. Bauer  
Manager, Denver Airports District Office

DRAFT



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date `{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}`

Airport/Planning Area Jackson Hole Airport

Airport Infrastructure Grant Number 3-56-0014-082-2024 [Contract No. DOT-FA24NM-XXXX]

Unique Entity Identifier KELEZHCKXHL6

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 14, 2024, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

**Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase IV-Rehabilitate Taxiway A from A3 to A4 and Construct Deicing Pad Access Taxiway)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (93.75) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$XXXXXXXX.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$XXXXXXXX for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 6, 2024, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

- a) Associated with performance under this Grant; or
  - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals.
  1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic

information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### **SPECIAL CONDITIONS**

31. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
34. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
36. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
37. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- i. Inspection date;
  - ii. Location;
  - iii. Distress types; and
  - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**38. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  - 4. Qualifications of engineering supervision and construction inspection personnel;
  - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

39. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**{{Sig\_es\_:signer1:signature:dimension(height=12mm,width=70mm)}}**

*(Signature)*

**{{N\_es\_:signer1:fullname }}**

*(Typed Name)*

**{{N\_es\_:signer1:title }}**

*(Title of FAA Official)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated {{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

**JACKSON HOLE AIRPORT BOARD**

*(Name of Sponsor)*

{{Sig\_es\_:signer2:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer2:fullname }}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer2:title }}

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at **{{DateTime\_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer3:signature:dimension(height=12mm, width=70mm)}}**  
*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated {{DateTime\_es\_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

**TOWN OF JACKSON, WYOMING**

*(Name of Sponsor)*

{{Sig\_es\_:signer4:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

**By: {{N\_es\_:signer4:fullname }}**

*(Typed Name of Sponsor's Authorized Official)*

**Title: {{\*Ttl\_es\_:signer4:title }}**

*(Title of Sponsor's Authorized Official)*

**Attested By:**

{{Sig\_es\_:signer5:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Attestation)*

**{{N\_es\_:signer5:fullname }}**

*(Typed Name of Sponsor's Attestation)*

**{{\*Ttl\_es\_:signer5:title }}**

*(Title of Sponsor's Attestation)*

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer6: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at **{{DateTime\_es :signer6:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer6:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Attorney)*

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<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>6</sup>

Dated {{DateTime\_es\_:signer7:calc(now()):format(date," mmmm d, yyyy")}}

**COUNTY OF TETON, WYOMING**

*(Name of Sponsor)*

{{Sig\_es\_:signer7:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

**By: {{N\_es\_:signer7:fullname }}**

*(Typed Name of Sponsor's Authorized Official)*

**Title: {{\*Ttl\_es\_:signer7:title }}**

*(Title of Sponsor's Authorized Official)*

**Attested By:**

{{Sig\_es\_:signer8:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Attestation)*

**{{N\_es\_:signer8:fullname }}**

*(Typed Name of Sponsor's Attestation)*

**{{\*Ttl\_es\_:signer8:title }}**

*(Title of Sponsor's Attestation)*

<sup>6</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer9: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>7</sup>

Dated at **{{DateTime\_es :signer9:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer9:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Attorney)*

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<sup>7</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
  - <sup>2</sup> These laws do not apply to private sponsors.
  - <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
  - <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
  - <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## 21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”**
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 14, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**RESOLUTION NO. 2024-07**  
**OF THE**  
**JACKSON HOLE AIRPORT BOARD**  
**ACCEPTING GRANT AGREEMENT**  
**WITH THE FEDERAL AVIATION ADMINISTRATION**  
**AIP Grant No. 3-56-0014-82-2024**  
**August 21, 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 of "Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase IV-Rehabilitate Taxiway A from Taxiway A3 to A4 and Construct Deicing Pad Access Taxiway" and will be in a not to exceed final amount of Fourteen Million Dollars (\$14,000,000);

**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 not to exceed Fourteen Million Dollars (\$14,000,000);

**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 3-56-0014-82-2024 in an amount in an amount not to exceed Fourteen Million Dollars (\$14,000,000) annexed hereto as **Exhibit A**, for the project of "Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase IV-Rehabilitate Taxiway A from Taxiway A3 to A4 and Construct Deicing Pad Access Taxiway"
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 21st day of August 2024.

**JACKSON HOLE AIRPORT BOARD**

By: \_\_\_\_\_  
Valerie Brown, President

**ATTEST**

By: \_\_\_\_\_  
Bob McLaurin, Secretary



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

August 12, 2024

Ms. Valerie Brown, President  
Jackson Hole Airport Board  
1250 East Airport Road  
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor  
Town of Jackson  
150 E. Pearl Avenue  
Jackson, WY 83001

Mr. Luther Propst, Chairman  
Teton County Board of Commissioners  
200 S. Willow Street  
Jackson, WY 83001

Dear Ms. Brown, Mayor Morton Levinson, and Commissioner Propst:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-083-2024 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 6, 2024**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.


**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Rebecca Wersal, (303) 342-1257, rebecca.wersal@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
John P. Bauer (Aug 12, 2024 07:26 MDT)

John P. Bauer  
Manager, Denver Airports District Office

DRAFT



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM  
FY 2024 COMMUNITY PROJECTS SUPPLEMENTAL GRANT PROGRAM  
GRANT AGREEMENT**

**Part I - Offer**

|   |  |                                |
|---|--|--------------------------------|
| Federal Award Offer Date                | August 12, 2024  |                                |
| Airport/Planning Area                   | Jackson Hole Airport   |                                |
| Supplemental Appropriation Grant Number | 3-56-0014-083-2024   | [Contract No. DOT-FA24NM-1085] |
| Unique Entity Identifier                | KELEZHCKXHL6   |                                |
| TO:                                     | Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming<br>(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.) |                                |
| FROM:                                   | <b>The United States of America</b> (acting through the Federal Aviation Administration, herein called the "FAA")  |                                |

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 28, 2024, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

**Construct Deicing Pad and Containment Facility  
(Phase 1 - Design and Construction Administration Fees)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq.; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act,

2023 (P.L. 117-328); Consolidated Appropriations Act 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,996,351.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 2,996,351 airport development or noise program implementation; and,

\$ 0 for land acquisition.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

**a. Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1).

**b. Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 6, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts

taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds

are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require all contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  - 1. Is determined to have violated a prohibition in paragraph (a) of this Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this award term through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.

**23. Grant Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The Sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

**24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2013 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

**25. Employee Protection from Reprisal.**

a. Prohibition of Reprisals

- 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.

3. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  5. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  6. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 26. Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 27. Prohibited Telecommunications and Video Surveillance Services and Equipment.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 28. Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 29. Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

- 30. FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

- 31. Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
- 32. Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 33. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
- 34. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
  - i. Location of all runways, taxiways, and aprons;
  - ii. Dimensions;
  - iii. Type of pavement; and,
  - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
2. Inspection Schedule.
  - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
  - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - i. Inspection date;
  - ii. Location;
  - iii. Distress types; and
  - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**35. Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

**36. Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the ACIP, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

**37. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

- 38. Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*John P Bauer*  
John P Bauer (Aug 12, 2024 07:26 MDT)  
(Signature)

| John P Bauer  
(Typed Name)

Manager, Denver ADO  
(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**JACKSON HOLE AIRPORT BOARD**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:** \_\_\_\_\_

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:** \_\_\_\_\_

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated \_\_\_\_\_

**TOWN OF JACKSON, WYOMING**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

**Attested By:**

\_\_\_\_\_  
(Signature of Sponsor's Attestation)

\_\_\_\_\_  
(Typed Name of Sponsor's Attestation)

\_\_\_\_\_  
(Title of Sponsor's Attestation)

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>6</sup>

Dated \_\_\_\_\_

**COUNTY OF TETON, WYOMING**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

**Attested By:**

\_\_\_\_\_  
(Signature of Sponsor's Attestation)

\_\_\_\_\_  
(Typed Name of Sponsor's Attestation)

\_\_\_\_\_  
(Title of Sponsor's Attestation)

<sup>6</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>7</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

<sup>7</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

### FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

## 2. Responsibility and Authority of the Sponsor.

### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

### b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

## 3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

## 4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## 5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## 21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 28, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**RESOLUTION NO. 2024-08**  
**OF THE**  
**JACKSON HOLE AIRPORT BOARD**  
**ACCEPTING GRANT AGREEMENT**  
**WITH THE FEDERAL AVIATION ADMINISTRATION**  
**AIP Grant No. 3-56-0014-83-2024**  
**August 21, 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 Grant Agreement, in the form annexed hereto as **Exhibit A**, which tenders a grant offer to the Board for the purpose of "Construct Deicing Pad and Containment Facility (Phase 1 – Design and Construction Administration Fees)" and will be in an amount of Two Million Nine Hundred and Ninety Six Thousand Three Hundred and Fifty One Dollars (\$2,996,351);

**WHEREAS**, the Board desires to accept, agree to the conditions of, and authorize the Board President and Board Secretary to execute the Grant Agreement in the same form as that annexed hereto as **Exhibit A**, in an amount of Two Million Nine Hundred and Ninety Six Thousand Three Hundred and Fifty One Dollars (\$2,996,351);

**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 3-56-0014-83-2024 in an amount of Two Million Nine Hundred and Ninety Six Thousand Three Hundred and Fifty One Dollars (\$2,996,351), annexed hereto as **Exhibit A**, for the project of "Construct Deicing Pad and Containment Facility (Phase 1 – Design and Construction Administration Fees)", 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 21st day of August 2024.

**JACKSON HOLE AIRPORT BOARD**

By: \_\_\_\_\_  
Valerie Brown, President

**ATTEST**

By: \_\_\_\_\_  
Bob McLaurin, Secretary

**RESOLUTION NO. 2023 – 04**  
**OF THE**  
**JACKSON HOLE AIRPORT BOARD**  
**RE: Delegation and Reservation of Authority**  
**March 15, 2023**  
**Revised August 21, 2024**

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

**WHEREAS**, the Board is authorized to operate and maintain the Jackson Hole Airport (“Airport”) under powers granted by the Wyoming Aeronautics Act (Wyoming Statute § 10-5-101 *et seq.*); the *Town of Jackson and Teton County Agreement Regarding the Jackson Hole Airport Board* (October 7, 2013) (“Joint Power Agreement”); and Chapter 2.36 of the Ordinances of the Town of Jackson;

**WHEREAS**, the Board operates the Airport pursuant to the *Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board*, which was effective as of April 27, 1983, and amended as of July 29, 1985, July 30, 2003, May 18, 2011, and September 1, 2013 (“*Use Agreement*”);

**WHEREAS**, the duties associated with governing the Airport principally are vested in the five-member Airport Board;

**WHEREAS**, the Board is authorized under Wyoming Statute Section 10-5-202(d) and the Joint Power Agreement Section 8(a) to appoint an airport manager and other personnel to “operate and maintain the airport and its allied facilities”;

**WHEREAS**, the respective powers of the Board and airport manager (“Executive Director”) are captured in multiple sources, including without limitation, the Wyoming Aeronautics Act, Joint Power Agreement, Town of Jackson Municipal Code Chapter 2.36 and Chapter 12.16, the *Contract & Rates Approval and Signature Policy* (current version dated June 14, 2021), the *Procurement Policy and Code of Conduct for Procurement* (current version dated September 13, 2022) (“*Procurement Policy*”), and the Executive Director’s employment contract;

**WHEREAS**, the Board wishes to better define the respective roles and responsibilities of the Board and the Executive Director in a single document and to specifically enumerate those authorities delegated to the Executive Director (and his delegees) and those authorities reserved to the Board; and

**WHEREAS**, the Board wishes to address the decision-making responsibilities associated with the operation of the Fixed Base Operator, beginning on May 1, 2023, to be operated under the name Jackson Hole Flight Services.

**NOW, THEREFORE**, by this Resolution, the Board hereby delegates authority to the Executive Director and reserves other powers unto itself, as follows:

1. Jackson Hole Flight Services (FBO)

a. The following powers shall be delegated to the Executive Director:

- i. To execute aircraft storage agreements, contracts for FBO products and services, catering contracts, crew/courtesy car agreements, agreements with commercial aeronautical businesses (as a tenant or non-tenant), and similar and related agreements using standard form agreements approved by the Board.
- ii. To set and revise a schedule of prices for fuel, aircraft storage and FBO services, provided such prices are consistent with the Board-approved budget and the *Use Agreement*.
- iii. To identify vendors, conduct negotiations and execute contracts and purchase orders for supplies and equipment using the procurement methods set forth in the *Procurement Policy*.
- iv. To approve and sign purchase orders for aviation fuel, motor fuel, and deicing and similar fluids except as may be limited by the *Procurement Policy*.
- v. To establish Standard Operating Procedures for the management and operation of Jackson Hole Flight Services.
- vi. To establish the hours of operation and the products and services to be provided at Jackson Hole Flight Services, consistent with the *Use Agreement*. The Executive Director will notify the Board prior to any material adjustment in the hours of operation.
- vii. To seek and obtain required licenses and certificates as required by the Federal Aviation Administration, State of Wyoming and/or local jurisdictions.
- viii. To hire, set compensation (in accordance with the annual budget approved by the Board) and manage personnel assigned to Jackson Hole Flight Services, in the same manner as other Airport employees.
- ix. To manage the finances of Jackson Hole Flight Services, including the receipt of payment for FBO services and the payment of invoices.
- x. To educate customers about mandatory and voluntary noise abatement measures and the Airport Fly Quiet Program.
- xi. To declare in default or terminate an agreement with which second party is not in compliance.

xii. With prior notification to the Board, to bid on, negotiate for the purchase of and execute a bill-of-sale or similar agreement for aircraft and aircraft parts and equipment from a dealer, broker, or at auction using net operating revenues from the FBO, for the purpose of repair or restoration principally by employees of

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Jackson Hole Flight Services certified in aircraft maintenance and repair, and to sell or trade the same following the repairs and restoration.

- b. Notwithstanding the foregoing, the Board recognizes that the following non-exclusive list of powers rest with and shall be reserved to the Board:
- i. To approve the form of standard agreements.
  - ii. To approve any agreement not identified in Section 1.a.i. above or any agreement identified in Section 1.a.i. where the Board has not approved a form of standard agreement, or otherwise given direction to the Executive Director.
  - iii. To approve loans and other financial instruments for capital improvements and other expenditures associated with Jackson Hole Flight Services.
  - iv. To approve the annual budget and budget amendments for anticipated revenues and approved expenditures for Jackson Hole Flight Services.
  - v. To approve each contract or agreement as prescribed in the *Procurement Policy* not otherwise delegated by this Resolution to the Executive Director.
2. The Executive Director may further delegate to his/her designee(s) the powers conferred herein.
3. Nothing in this Resolution shall be construed to prohibit the Executive Director and his staff, in their discretion, from bringing to the Board for its approval matters which have, by this Resolution, been delegated to the Executive Director or his designees.
4. The Board intends that the delegations of authority granted by this Resolution shall be reviewed regularly.

Upon motion duly made and seconded, the foregoing Resolution was originally adopted by the Jackson Hole Airport Board this 15th day of March 2023, and amended by the Jackson Hole Airport Board this 21<sup>st</sup> day of August, 2024.

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**JACKSON HOLE AIRPORT BOARD**

By: Ed Liebert Valerie Brown, President

Attest:

By: Melissa Turley Bob McLaurin, Secretary



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## **DEICING AGREEMENT**

This **DEICING AGREEMENT** (this “Agreement”), is made and entered into as of August 21, 2024 (“Effective Date”), by and between **ASCENT AVIATION GROUP, INC.**, located at One Mill Street, Parish, NY 13131 (“Seller”) and **JACKSON HOLE AIRPORT BOARD**, located at 1250 E. Airport Road, Jackson, WY 83001 (“Customer”, and together with Seller, the Parties”).

WHEREBY THE PARTIES AGREE AS FOLLOWS:

### **1. SCOPE; PRODUCTS AND SERVICES PROVIDED; PRICE; TERM**

1.1 Subject to and in accordance with the conditions set forth herein, Customer agrees to purchase and Seller agrees to sell aircraft deicing fluids (“ADF”) and aircraft anti-icing fluids (“AAF”, and with ADF, “Deicing Fluids”).

1.2 Prices for Deicing Fluids shall be as set forth on Annex A, attached hereto and incorporated herein.

1.3 This Agreement shall be for a term of five (5) years beginning on the Effective Date (the “Term”).

### **2. DEICING**

2.1 Deicing Fluids supplied by Seller is only for Customer’s use and resale at the destinations set forth in the order form, quote or other applicable documentation and such Deicing Fluids are only for application to Customer’s aircraft, aircraft which Customer is under written or ad hoc contract to service, aircraft for sale or loan to or from airlines according to industry-standard contract agreements, or in emergencies or temporary industry shortages at the respective destinations (“Permitted Uses”).

2.2 Customer shall comply with any and all handling, safety, use and other manufacturers and / or industry information as Seller may from time to time consider relevant to the use of Deicing Fluids (“Documentation”). Customer, shall (i) for a period of two (2) years, retain a representative sample from the Deciding Fluid in conditions that guarantee such sample’s integrity and safety, and (ii) at a minimum, conduct refractive index and appearance tests in accordance with the Documentation, demonstrate conformance to specifications and record and maintain such test results.

2.3 Product shall be applied to aircraft only by Customer or by an airline or an airline’s contractor according to applicable and relevant procedures and safety standards.

2.4 Customer shall be responsible for ensuring that its employees responsible for storing, dispensing and otherwise handling Deicing Fluids supplied by Seller are properly trained and are aware of and follow the procedures and safety instructions contained in the Society of Automotive Engineers’ (“SAE”) Aerospace Standard (“AS”) 6285 (latest version) and the then-current Documentation.

2.5 Any ADF supplied hereunder (A) shall not be contaminated or commingled with any other fluids (except

that, during the initial transition from another supplier's similar SAE Aerospace Material Specification ("AMS") 1424/1 (latest version) Type I ADF to Dow's SAE AMS1424/1 Type I ADF, up to ten percent (10%) by volume of the initial transition mixture can be the other supplier's SAE AMS1424/1 Type I ADF, provided that Customer, as the case may be, shall, for a period of one (1) year, retain representative samples of the other supplier's SAE AMS1424/1 Type I ADF from Customer's storage tank and the mixture of the other supplier's SAE AMS1424/1 Type I ADF and Dow's SAE AMS1424/1 Type I ADF and, at a minimum, conduct refractive index and appearance tests on each sample, demonstrate conformance to specifications and record and maintain such test results); (B) shall not be applied to aircraft other than Customer's aircraft, aircraft which Customer is under contract to service or aircraft for sale or loan to or from airlines according to industry-standard contract agreements; (C) shall be tested at least once each year before the beginning of the winter season for Field Tests (as such term is defined in the Product Information Bulletin); and (D) for ADF supplied in bulk, shall be stored in a storage tank clearly marked for Deicing Fluids.

2.6 Any AAF supplied hereunder (A) shall be tested at least once each year before the beginning of the winter season for Field Tests (as such term is defined in the Documentation); (B) shall not be contaminated or commingled with any other ADF or AAF; and (C) for AAF supplied in bulk, shall be stored in a storage tank clearly marked for AAF.

2.7 Customer shall be responsible for ensuring that the application by its employees of any third-party SAE AMS1428/1 (latest version) Type IV fluid (i.e., non-Dow SAE AMS1428/1 Type IV fluid) in the second step of a two-step application as defined in SAE AS6285, is not affected by the Dow AMS1424/1 Type I fluid, including but not limited to its water spray endurance time properties, as defined in SAE AS5901 (latest version).

2.8 Customer shall be responsible for ensuring that the application by its employees of any third-party SAE AMS1424/1 Type I fluid (i.e., non-Dow SAE AMS1424/1 Type I fluid) in the first step of a two-step application as defined in SAE AS6285, does not in any way interfere with the Dow AMS1428/1 Type IV fluid, including but not limited to its water spray endurance time properties, as defined in SAE AS5901 (latest version).

2.9 For the avoidance of doubt, other than as provided in 2.5 above, any fluid obtained by mixing two or more certified ADF or AAF may not meet performance expectations and is not to be considered certified and, for that reason, when switching a vessel from one ADF or AAF to another ADF or AAF, it is extremely important that the prior fluid be drained completely from the vessel before the new fluid is added to the vessel or Customer shall contact a World Fuel representative prior to switching ADF or AAF.

### 3. FORCE MAJEURE

(a) Neither party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Deicing Fluids from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected party may be subject.

(b) In the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of Seller.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Deicing Fluid and/or is only able to perform part of its contractual obligations, Seller shall have the right in its sole discretion to allocate its available Deicing Fluids and/or services among its customers, departments and divisions in such manner as it may so determine.

(f) Notwithstanding the foregoing, the Parties acknowledge that the resiliency of Supplier's inventory and supply chain is a material consideration in Customer's entering into this Agreement, and Supplier agrees to use commercially reasonable efforts to overcome any Force Majeure Event to provide Deicing Fluids to Customer in the requested amounts and as close to the requested delivery dates as possible.

4. TITLE AND RISK OF LOSS. Seller's liability for damage to or loss of relating to the Deicing Fluids sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

5. TAXES. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading Deicing Fluids, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes if and when due. Customer's obligations under this Section 5 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

6. CONDUCT OF CUSTOMER'S BUSINESS. In the performance of this Agreement, Customer is engaged as an independent contractor.

7. INSURANCE

(a) Seller shall purchase and maintain insurance for the Deicing Fluids and Seller's vehicles and equipment used in the transportation of the Deicing Fluids to Customer as is customary for the relevant industry until the Deicing Fluids are delivered to and accepted by Customer.

(b) Customer shall maintain at Customer's own expense during the Term: Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability.

(c) Customer shall be responsible for all deductibles in all of Customer's insurance policies.

9. TERMINATION.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement; or (ii) Customer fails to pay to Seller, after written notice and failure to cure, all sums to which Seller is legally entitled.

(b) If Seller continues to accept orders from Customer following the expiration of the term of this Agreement, such sales shall be upon all of the terms and conditions hereof except that the relationship of the Parties may be terminated at will.

(c) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for Deicing Fluids previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. However, in no event shall either party be liable to the other party for punitive or exemplary damages, special, incidental or consequential damages; provided, however that consequential damages shall be available only if as the sole result of the defaulting party's intentional, reckless, or willful acts or omissions.

10. MISCELLANEOUS.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 10(a).

(b) Entire Agreement. This Agreement and all other related documents of the Parties constitute the entire agreement between the Parties. No other promises, agreements or warranties additional to this Agreement or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Deicing Fluids and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the Deicing Fluids and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Wyoming without regard to conflict of laws provisions. Parties hereby consent to the jurisdiction of any state or federal court situated in Teton County, Wyoming and waive any objections based on forum non

conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have executed this Agreement which is made effective as of the Effective Date.

**ASCENT AVIATION GROUP, INC.**

**JACKSON AIRPORT BOARD**

By: \_\_\_\_\_  
Dorothy L. Beck  
VP, Business Aviation, Sales

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

## Annex A

### **Deicing and Anti-icing Price Change Mechanism – July 2024**

#### **Price Change Formula (Type I and IV) –**

The UCAR™ PG ADF Type I Concentrate and UCAR™ FLIGHTGUARD AD-49 AAF (Propylene Glycol -TYPE IV) price formula is designed to lessen price volatility throughout the deicing season. This is accomplished by setting a **Baseline Price** on August 1<sup>st</sup> for the upcoming deicing season. This **Baseline Price** for each location captures freight, inventory, administrative and other costs associated with the business. In addition, a baseline price is established for two of the major chemical components used in the manufacture of aircraft deicing fluid. These chemicals are **Chemical Grade Propylene** and **Propylene Glycol**.

Each month a price is posted for each of these chemicals and a factor is either added or subtracted from the **Baseline Price** to determine that month's price. The formulas are quite daunting because the chemicals are traded by weight (cents per pound) and have to be converted to volume (cents per gallon). The result is a price that remains fairly stable throughout the season but is also transparent and market based.

#### **Definitions:**

**Key Fixed Components: Set by Dow on or about August 15<sup>th</sup> of each year.**

**Base Price** = Captures annual changes in freight, storage, inventory and other overhead costs

**Base Propylene** = sets the marker for comparison monthly throughout the season

**Base ICIS Propylene Glycol** = sets the marker for comparison monthly throughout the season

#### **Monthly Variable Components:**

Traded Prices for Propylene and Propylene Glycol (Cents Per Pound)

Propylene Chemical Grade Monthly Index Price -- \$0.01 per pound move results in a price change of roughly \$0.02 cents per gallon.

ICIS Propylene Glycol Monthly Index Price -- \$0.01 per pound move results in a price change of roughly \$0.03 cents per gallon.

Annex A

Type I Concentrate Deicing – July 2024

|  |            |
|--|------------|
| JAC Type 1 Concentrate Bulk Delivery 5000 USG      |            |
| August 2024 Base Price                             | \$ 10.44   |
| Freight  | \$1.09     |
| July 2024 IHS Chemical Grade Propylene Cents/Pound | \$ 0.465   |
| minus 2023 Base Propylene                          | \$ 0.590   |
| Subtotal   | \$ (0.125) |
| * .65 Propylene into Propylene Glycol Ratio        | \$ (0.081) |
| * .88 Weight % PG in Fluid                         | \$ (0.072) |
| * 8.74 LBS to Gallon                               | \$ (0.62)  |
| * 50% of Component Change                          | \$ (0.31)  |
| July 2024 ICIS Propylene Glycol Cents/Pound        | \$ 0.770   |
| minus 2023 Base ICIS Propylene Glycol              | \$ 1.460   |
| Subtotal   | \$ (0.690) |
| * .88 Weight % PG in Fluid                         | \$ (0.607) |
| * 8.74 LBS to Gallon                               | \$ (5.31)  |
| * 50% of product cost                              | \$ (2.65)  |
| Superfund Tax                                      | \$ 0.260   |
| Margin   | \$ 0.150   |
| July 2024 Delivered Product Price                  | \$ 8.97    |

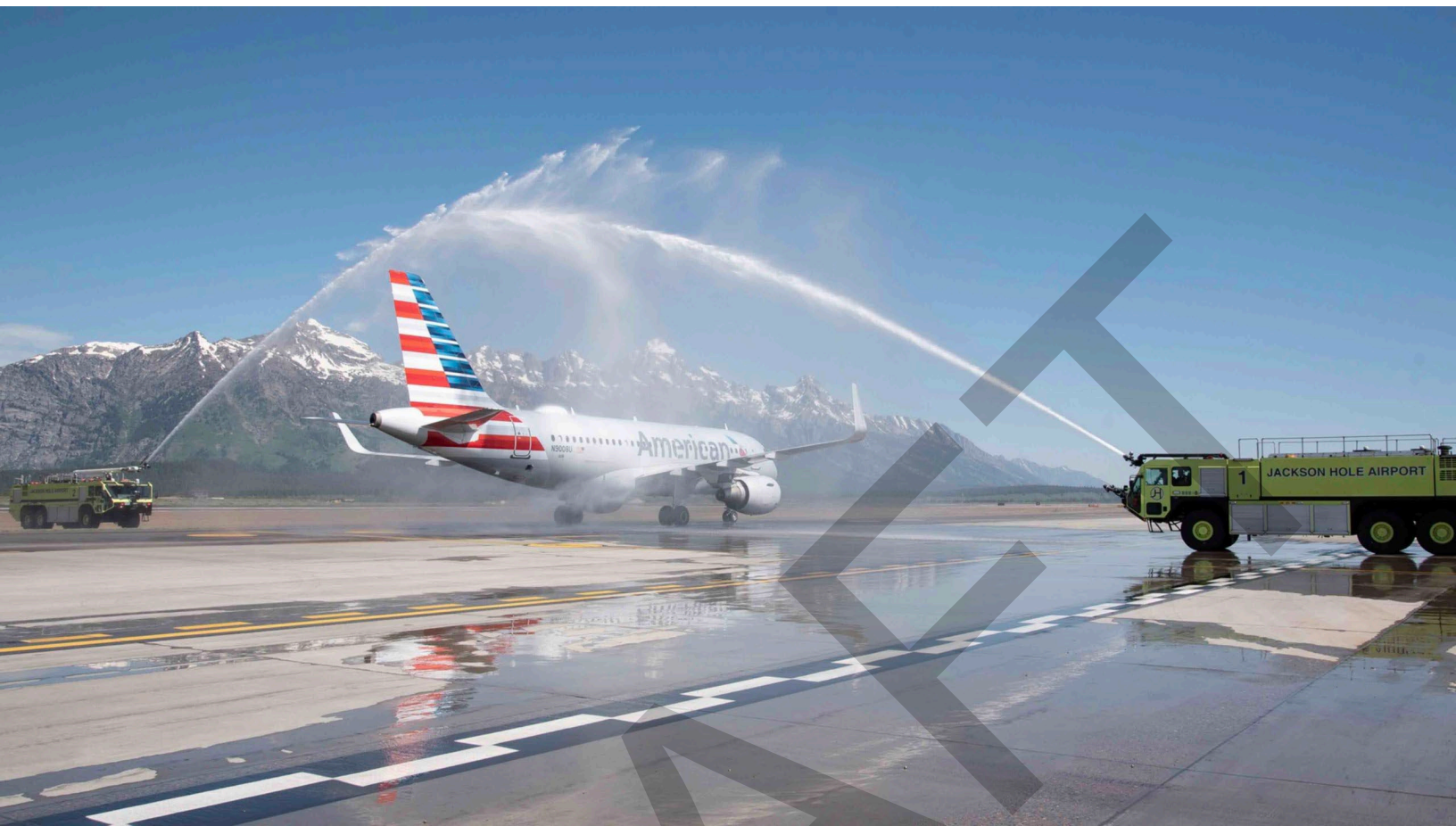
**Annex A**

**Type IV Anti-Icing Fluid – July 2024**

|   |                   |
|---|-------------------|
| <b>JAC Type IV Concentrate Bulk Delivery 5000 USG</b> |                   |
| <b>August 2024 Base Price</b>                         | <b>\$ 9.40</b>    |
| Freight   | \$0.70            |
| July 2024 IHS Chemical Grade Propylene Cents/Pound    | <b>\$ 0.465</b>   |
| <b>minus</b> 2023 Base Propylene                      | <b>\$ 0.590</b>   |
| <b>Subtotal</b>                                       | <b>\$ (0.125)</b> |
| * .65 Propylene into Propylene Glycol Ratio           | \$ (0.081)        |
| *.88 Weight % PG in Fluid                             | \$ (0.072)        |
| * 8.74 LBS to Gallon                                  | \$ (0.62)         |
| * 50% of Component Change                             | \$ (0.31)         |
| July 2024 ICIS Propylene Glycol Cents/Pound           | <b>\$ 0.770</b>   |
| <b>minus</b> 2023 Base ICIS Propylene Glycol          | <b>\$ 1.460</b>   |
| <b>Subtotal</b>                                       | <b>\$ (0.690)</b> |
| * .88 Weight % PG in Fluid                            | \$ (0.607)        |
| * 8.74 LBS to Gallon                                  | \$ (5.31)         |
| * 50% of product cost                                 | \$ (2.65)         |
| Superfund Tax   | \$ 0.260          |
| Margin  | \$ 0.150          |
| <b>July 2024 Delivered Product Price</b>              | <b>\$ 7.54</b>    |

|   |                   |
|---|-------------------|
| <b>JAC Type IV Concentrate Bulk Delivery 2500 USG</b> |                   |
| <b>August 2024 Base Price</b>                         | <b>\$ 9.40</b>    |
| Freight   | \$1.40            |
| July 2024 IHS Chemical Grade Propylene Cents/Pound    | <b>\$ 0.465</b>   |
| <b>minus</b> 2023 Base Propylene                      | <b>\$ 0.590</b>   |
| <b>Subtotal</b>                                       | <b>\$ (0.125)</b> |
| * .65 Propylene into Propylene Glycol Ratio           | \$ (0.081)        |
| *.88 Weight % PG in Fluid                             | \$ (0.072)        |
| * 8.74 LBS to Gallon                                  | \$ (0.62)         |
| * 50% of Component Change                             | \$ (0.31)         |
| July 2024 ICIS Propylene Glycol Cents/Pound           | <b>\$ 0.770</b>   |
| <b>minus</b> 2023 Base ICIS Propylene Glycol          | <b>\$ 1.460</b>   |
| <b>Subtotal</b>                                       | <b>\$ (0.690)</b> |
| * .88 Weight % PG in Fluid                            | \$ (0.607)        |
| * 8.74 LBS to Gallon                                  | \$ (5.31)         |
| * 50% of product cost                                 | \$ (2.65)         |
| Superfund Tax   | \$ 0.260          |
| Margin  | \$ 0.150          |
| <b>July 2024 Delivered Product Price</b>              | <b>\$ 8.24</b>    |

H.



A World Kinect Company

**REQUEST FOR PROPOSAL FOR  
AIRCRAFT DEICING SUPPLIER  
FOR JACKSON HOLE AIRPORT**

**DUE: July 24, 2024 - 3:00pm**

**Submitted by:**

Ascent Aviation Group, Inc.  
a subsidiary of World Fuel Services, Inc.  
One Mill Street, Parish, NY 13131  
800-272-3681



A World Kinect Company

July 11, 2024

Ms. Anna Valsing  
Administration Manager  
Jackson Hole Airport Board  
1250 East Airport Road  
Jackson, WY 83001

Dear Ms. Valsing:

Thank you for the opportunity to present a proposal for aircraft deicing and anti-icing fluids to Jackson Hole Airport.

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc., proposes to supply Jackson Hole Airport ("KJAC") with UCAR PG Concentrate Type I Aircraft Deicing Fluid and FLIGHTGUARD AD-49 Type IV Anti-icing Fluid.

Over the past twenty-five years, Ascent Aviation Group has grown the deicing supply and customer base to become one of the largest suppliers of deicing fluid in the United States. We currently supply over 800 customers, with more than 20 supply locations including three usable options for KJAC. We have been the reliable supplier to the Jackson Hole Airport for over ten years.

We partner with DOW Chemical Company to offer technical expertise, free fluid testing and reliable fluid supply to enhance your core operations. We continue ongoing investments in technology, storage and increased supply points throughout the US and Canada.

We appreciate your trust over the last several years and look forward to the opportunity to continue our committed business relationship with KJAC.

Should you have any questions in reviewing the enclosed information or pricing, please do not hesitate to contact either April Andrews at 315-440-7360 or by email [aandrews@wfscorp.com](mailto:aandrews@wfscorp.com) or Dave Munger at 315-569-0247 or by email [dmunger@wfscorp.com](mailto:dmunger@wfscorp.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Dorothy Beck".

Dorothy Beck  
Vice President, Customer Experience  
and authorized signer for Ascent Aviation Group, Inc.

## TABLE OF CONTENTS

**TAB 1** – Statement of Project Understanding and Methodology

**TAB 2** - Pricing Proposal

**TAB 3** – Statement of Supply Chain Security

**TAB 4** – Statement of Environmental Responsibility and Safety Procedures

**TAB 5** – Data Sheets

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**TAB 7** – Sample Agreement

**TAB 8** – Insurance Certificates

## STATEMENT OF PROJECT UNDERSTANDING AND METHODOLOGY

### What makes Ascent Aviation Group, Inc., a subsidiary of World Fuel Services unique:

- Along with utilization of the DOW Chemical terminals, Ascent has placed additional supply strategically throughout the US to support your supply needs.
- Largest tank and telemetry support team in the industry with ability to guide and support all equipment needs.
- Decades of deicing experience and expertise working with airport municipalities and authorities.
- 24 hour, 7 days a week dispatch
- Free testing lab for all fluid sampling

### KEY PERSONNEL:

**Dave Munger** – Sr. Director - Business Development Deicing: Has worked in the aviation industry selling aviation fuel and aircraft deicing fluid for 27 years, all with Ascent. In depth knowledge of logistics and supply as well as contract negotiation and project management. Primarily responsible for the Dow relationship as well as strategic efforts related to business growth and retention.

**April Andrews** – Sr. Director, Deicing and Customer Experience: Has worked in the aviation industry selling aviation fuel, aircraft deicing fluid and managing Customer Service for 31 years, all with Ascent/World Fuel. In depth knowledge of dispatch, pricing, logistics, supply, and customer service. Primarily responsible for the day-to-day deicing operations, pricing, and inventory management.

## STATEMENT OF PROJECT UNDERSTANDING AND METHODOLOGY

**World Fuel Services** partners with **The Dow Chemical Company**, one of the world's largest producers of Propylene Glycol, to provide the most complete line of deicing products in the industry. **A 25+ year history.**



- **SAE 1424 Type 1** - approved deicing fluid that removes ice and snow contamination from flight surface
- **SAE 1428 Type 4** - approved anti-icing fluid that prevents the accumulation of snow and ice on flight surfaces
- **AMS 1435** - approved runway fluid that prevents the accumulation of ice on runway and taxiway surfaces
- **Delivery Options:** Tote, Drum, and Bulk Glycol
- **Storage Options:** Steel, Poly Tanks (from 2,000-50,000 gallons), and ISO Tanks
- Inventory management and quality inspection services
- Storage tank and deicer truck unit purchase and finance options available

## 24/7 DISPATCH, CUSTOMER SERVICE & SUPPORT STAFF

### 24 Hour Deicing Dispatch Information

FOR DEICING FLUID ORDERS, PLEASE CALL:

**1-800-272-3681 or  
Direct Dispatch number 315-279-3947**

**Email: [BGA-Parish-Dispatch@wfscorp.com](mailto:BGA-Parish-Dispatch@wfscorp.com)**

#### **NORMAL BUSINESS HOURS:**

8:00 A.M. – 10:00 P.M. EST  
(Monday through Friday)

During these hours, our Dispatch department will answer the phone and take your DEICING FLUID ORDERS.

#### **NIGHTS, WEEKENDS & HOLIDAYS:**

After normal business hours we have live answering service fielding your deicing calls 24 hours a day, 7 days per week.

A dispatcher is assigned on-call duty and can fulfill all orders or inquiries. Simply call and leave a message with our live answering service.

Be sure to give all the necessary details, including your name, telephone number and brief description of your reason for calling.

The answering service will automatically contact the on-call dispatcher, who will promptly return your call and satisfy your requests.

## PRICING PROPOSAL

***Note: The Pricing Proposal section of this RFP response should be held in strict confidentiality and is intended for the exclusive review by Jackson Hole Airport.***

### Price Change Formula (Type I and IV) -

The UCAR™ PG ADF Type I Concentrate and UCAR™ FLIGHTGUARD AD-49 AAF (Propylene Glycol -TYPE IV) price formula is designed to lessen price volatility throughout the deicing season. This is accomplished by setting a **Baseline Price** on August 1<sup>st</sup> for the upcoming deicing season. This **Baseline Price** for each location captures freight, inventory, administrative and other costs associated with the business. In addition, a baseline price is established for two of the major chemical components used in the manufacture of aircraft deicing fluid. These chemicals are **Chemical Grade Propylene** and **Propylene Glycol**.

Each month a price is posted for each of these chemicals and a factor is either added or subtracted from the **Baseline Price** to determine that month's price. The formulas are quite daunting because the chemicals are traded by weight (cents per pound) and have to be converted to volume (cents per gallon). The result is a price that remains fairly stable throughout the season but is also transparent and market based.

### Definitions:

**Key Fixed Components: Set by Dow on or about August 15<sup>th</sup> of each year.**

**Base Price** = Captures annual changes in freight, storage, inventory and other overhead costs

**Base Propylene** = sets the marker for comparison monthly throughout the season

**Base ICIS Propylene Glycol** = sets the marker for comparison monthly throughout the season

### Monthly Variable Components:

Traded Prices for Propylene and Propylene Glycol (Cents Per Pound)

Propylene Chemical Grade Monthly Index Price -- \$0.01 per pound move results in a price change of roughly \$0.02 cents per gallon.

ICIS Propylene Glycol Monthly Index Price -- \$0.01 per pound move results in a price change of roughly \$0.03 cents per gallon.

| PRODUCT<br>Market<br>Type<br>Unit Price<br>Inco Term | Propylene CHEMICAL Grade<br>North America<br>Contract – Benchmark Stream Value<br>Cents/Pound<br>Delivered United States | ICIS – MPG PGI<br>E of Rockies<br>FOB Contract Price<br>Assessment<br>US CTS/LB |
|--|--|---|
| June 2024  | 46.50  | 77.00   |

## PRICING PROPOSAL – TYPE I FLUID

|  |                   |
|--|-------------------|
| <b>JAC Type 1 Concentrate Bulk Delivery 5000 USG</b> |                   |
| <b>August 2024 Base Price</b>                        | <b>\$ 10.44</b>   |
| Freight  | \$1.09            |
| July 2024 IHS Chemical Grade Propylene Cents/Pound   | \$ 0.465          |
| <b>minus 2023 Base Propylene</b>                     | <b>\$ 0.590</b>   |
| <b>Subtotal</b>                                      | <b>\$ (0.125)</b> |
| * .65 Propylene into Propylene Glycol Ratio          | \$ (0.081)        |
| * .88 Weight % PG in Fluid                           | \$ (0.072)        |
| * 8.74 LBS to Gallon                                 | \$ (0.62)         |
| * 50% of Component Change                            | \$ (0.31)         |
| July 2024 ICIS Propylene Glycol Cents/Pound          | \$ 0.770          |
| <b>minus 2023 Base ICIS Propylene Glycol</b>         | <b>\$ 1.460</b>   |
| <b>Subtotal</b>                                      | <b>\$ (0.690)</b> |
| * .88 Weight % PG in Fluid                           | \$ (0.607)        |
| * 8.74 LBS to Gallon                                 | \$ (5.31)         |
| * 50% of product cost                                | \$ (2.65)         |
| Superfund Tax  | \$ 0.260          |
| Margin   | \$ 0.150          |
| <b>July 2024 Delivered Product Price</b>             | <b>\$ 8.97</b>    |

## PRICING PROPOSAL – TYPE IV FLUID

| JAC Type IV Concentrate Bulk Delivery 5000 USG     |                   |
|--|-------------------|
| <b>August 2024 Base Price</b>                      | <b>\$ 9.40</b>    |
| Freight  | <b>\$0.70</b>     |
| July 2024 IHS Chemical Grade Propylene Cents/Pound | <b>\$ 0.465</b>   |
| <b>minus</b> 2023 Base Propylene                   | <b>\$ 0.590</b>   |
| <b>Subtotal</b>                                    | <b>\$ (0.125)</b> |
| * .65 Propylene into Propylene Glycol Ratio        | <b>\$ (0.081)</b> |
| * .88 Weight % PG in Fluid                         | <b>\$ (0.072)</b> |
| * 8.74 LBS to Gallon                               | <b>\$ (0.62)</b>  |
| * 50% of Component Change                          | <b>\$ (0.31)</b>  |
| July 2024 ICIS Propylene Glycol Cents/Pound        | <b>\$ 0.770</b>   |
| <b>minus</b> 2023 Base ICIS Propylene Glycol       | <b>\$ 1.460</b>   |
| <b>Subtotal</b>                                    | <b>\$ (0.690)</b> |
| * .88 Weight % PG in Fluid                         | <b>\$ (0.607)</b> |
| * 8.74 LBS to Gallon                               | <b>\$ (5.31)</b>  |
| * 50% of product cost                              | <b>\$ (2.65)</b>  |
| Superfund Tax                                      | <b>\$ 0.260</b>   |
| Margin   | <b>\$ 0.150</b>   |
| <b>July 2024 Delivered Product Price</b>           | <b>\$ 7.54</b>    |

| JAC Type IV Concentrate Bulk Delivery 2500 USG     |                   |
|--|-------------------|
| <b>August 2024 Base Price</b>                      | <b>\$ 9.40</b>    |
| Freight  | <b>\$1.40</b>     |
| July 2024 IHS Chemical Grade Propylene Cents/Pound | <b>\$ 0.465</b>   |
| <b>minus</b> 2023 Base Propylene                   | <b>\$ 0.590</b>   |
| <b>Subtotal</b>                                    | <b>\$ (0.125)</b> |
| * .65 Propylene into Propylene Glycol Ratio        | <b>\$ (0.081)</b> |
| * .88 Weight % PG in Fluid                         | <b>\$ (0.072)</b> |
| * 8.74 LBS to Gallon                               | <b>\$ (0.62)</b>  |
| * 50% of Component Change                          | <b>\$ (0.31)</b>  |
| July 2024 ICIS Propylene Glycol Cents/Pound        | <b>\$ 0.770</b>   |
| <b>minus</b> 2023 Base ICIS Propylene Glycol       | <b>\$ 1.460</b>   |
| <b>Subtotal</b>                                    | <b>\$ (0.690)</b> |
| * .88 Weight % PG in Fluid                         | <b>\$ (0.607)</b> |
| * 8.74 LBS to Gallon                               | <b>\$ (5.31)</b>  |
| * 50% of product cost                              | <b>\$ (2.65)</b>  |
| Superfund Tax                                      | <b>\$ 0.260</b>   |
| Margin   | <b>\$ 0.150</b>   |
| <b>July 2024 Delivered Product Price</b>           | <b>\$ 8.24</b>    |

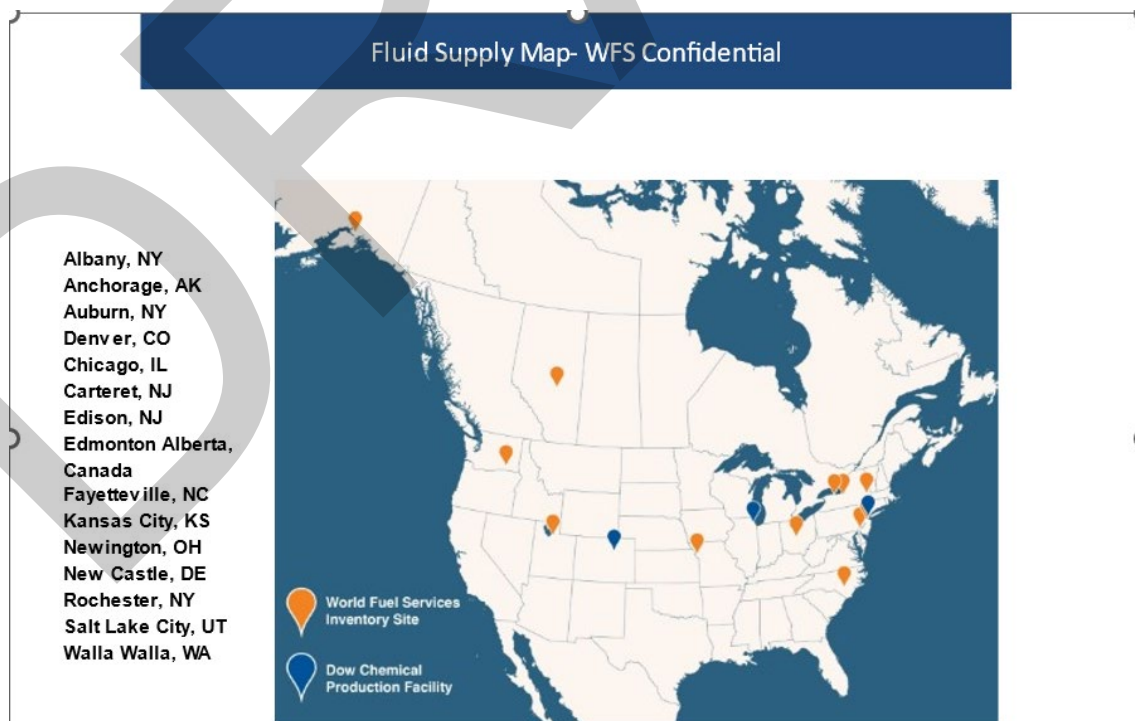
## STATEMENT OF SUPPLY CHAIN SECURITY

During a deicing event, nothing is more critical to continued operations than supply security. Ascent has invested heavily in physical assets, transportation resources and dedicated personnel to insure the most reliable supply in the industry.

In addition, Ascent has a long-term exclusive supply agreement with Dow Chemical, a leader in the chemical industry. Dow does not merely blend chemicals together, they actually produce the raw materials used to make- aircraft deicing fluids.

**Ascent's industry leading customer and logistics support combined with Dow's technical expertise creates a strong supply relationship for our customers.**

- **Primary Supply Point – Walla Walla, WA**
- **Secondary Supply Point – Denver, CO**
- **Tertiary Supply Point – Salt Lake City, UT**
- **Primary Hauler – Byrnes Oil**
- **Back up Haulers – L.W. Miller and Harms Oil**
- **24/7 Ordering and Support**



## STATEMENT OF ENVIRONMENTAL RESPONSIBILITY AND SAFETY PRACTICES

WFS conducts its business activities within the framework of an Integrated Management System (IMS) that is based upon:

- ISO 9001:2015 Quality Management System
- ISO 14001:2015 Environmental Management System
- ISO 45001:2018 Occupational Health and Safety Management System

The use of these ISO standards provides WFS with an internationally accepted platform to structure and manage the risks we encounter in our global business operations. The integrated system provides a clear, uniform image of our entire organization, with each function aligned behind a single goal.

### QHSE Performance Data: 2020-2023

|                                      | 2020       | 2021       | 2022       | 2023       |
|--------------------------------------|------------|------------|------------|------------|
| Injury: Lost Workday Cases           | 24         | 22         | 13         | 11         |
| Other Recordable Injuries            | 27         | 20         | 23         | 18         |
| Spills (>1 barrel)                   | 11         | 5          | 8          | 1          |
| Vehicle: On-Road Incidents           | 47         | 16         | 31         | 27         |
| Property Damage Incidents            | 81         | 50         | 127        | 94         |
| Quality Incidents                    | 104        | 78         | 88         | 67         |
| All Others*                          | 469        | 323        | 340        | 279        |
| <b>Total Incidents</b>               | <b>763</b> | <b>514</b> | <b>630</b> | <b>497</b> |
| Near Misses                          | 3,191      | 2,940      | 2,882      | 3,302      |
| Estimated Cost (before Recovery \$k) | \$513      | ***\$1,579 | ***\$2,202 | ***\$972   |
| Volume Spilled in Barrels            | 63         | 25.7       | 108        | 15.5       |
| Employee Headcount**                 | 4,144      | **4,488    | **4,690    | **4,650    |

\*First – Aid Injuries, Contractors & 3<sup>rd</sup> Party's Incidents, Spills below 1 bbl., Vehicle-Off Road Incidents, Security Incidents, Fires, Agency Inspections/Citations

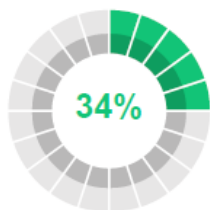
\*\*Employee Headcount exported from Workday (does not include all contingent workers or internal contractors)

\*\*\*Includes clean-up costs for fuel theft incidents

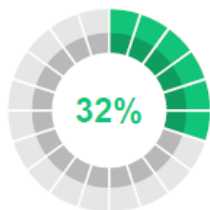
# STATEMENT OF ENVIRONMENTAL RESPONSIBILITY AND SAFETY PRACTICES

## World Fuel Services' 2023 Safety Record

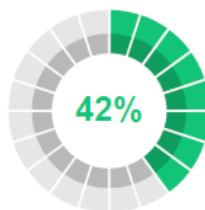
*Significant headway in key metrics over the last three years*



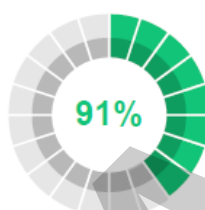
**Reduced** Total Recordable Injury Rate **by 34%** since 2020\*



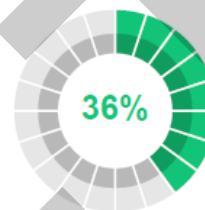
**Reduced** Lost Time to Injury Rate **by 32%** since 2020\*



**Reduced** Vehicle On-Road Incidents **by 42%** since 2020\*\*



**Reduced** Spill Incidents (>1 barrel) **by 91%** since 2020\*



**Reduced** Product Quality Issues **by 36%** since 2020\*\*



For years, our Global Aviation business' Total Recordable Injury Rate has been performing significantly better than the industry. Our rate today is **65% lower than the industry average** (2.6 vs 0.9).\*\*\*



# SAFETY DATA SHEET

THE DOW CHEMICAL COMPANY

**Product name:** UCAR™ PG Aircraft Deicing Fluid Concentrate  
SAE AMS1424/1 Type I

**Issue Date:** 01/31/2020

**Print Date:** 01/12/2021

THE DOW CHEMICAL COMPANY encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

## 1. IDENTIFICATION

**Product name:** UCAR™ PG Aircraft Deicing Fluid Concentrate SAE AMS1424/1 Type I

### **Recommended use of the chemical and restrictions on use**

**Identified uses:** Aircraft deicing fluid. For industrial use only. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

### **COMPANY IDENTIFICATION**

THE DOW CHEMICAL COMPANY  
2211 H.H. DOW WAY  
MIDLAND MI 48674  
UNITED STATES

### **Customer Information Number:**

800-258-2436  
SDSQuestion@dow.com

### **EMERGENCY TELEPHONE NUMBER**

**24-Hour Emergency Contact:** CHEMTREC +1 800-424-9300

**Local Emergency Contact:** 800-424-9300

## 2. HAZARDS IDENTIFICATION

### **Hazard classification**

GHS classification in accordance with 29 CFR 1910.1200  
Not a hazardous substance or mixture.

### **Other hazards**

No data available

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

This product is a mixture.

| Component | CASRN | Concentration |
|-----------|-------|---------------|
|-----------|-------|---------------|

|                  |           |       |
|------------------|-----------|-------|
| Propylene glycol | 57-55-6   | 88.0% |
| Water            | 7732-18-5 | 11.4% |

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## 4. FIRST AID MEASURES

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### Description of first aid measures

#### General advice:

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

**Inhalation:** Move person to fresh air and keep comfortable for breathing; consult a physician.

**Skin contact:** Wash off with plenty of water. Suitable emergency safety shower facility should be immediately available.

**Eye contact:** Flush eyes thoroughly with water for several minutes. Remove contact lenses after the initial 1-2 minutes and continue flushing for several additional minutes. If effects occur, consult a physician, preferably an ophthalmologist.

**Ingestion:** No emergency medical treatment necessary.

#### Most important symptoms and effects, both acute and delayed:

Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

#### Indication of any immediate medical attention and special treatment needed

**Notes to physician:** If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

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## 5. FIREFIGHTING MEASURES

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### Extinguishing media

**Suitable extinguishing media:** To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam..

**Unsuitable extinguishing media:** No data available

### Special hazards arising from the substance or mixture

**Hazardous combustion products:** Under fire conditions some components of this product may decompose. The smoke may contain unidentified toxic and/or irritating compounds..

**Unusual Fire and Explosion Hazards:** This material will not burn until the water has evaporated. Residue can burn..

### Advice for firefighters

**Fire Fighting Procedures:** Keep people away. Isolate fire and deny unnecessary entry.. Use water spray to cool fire exposed containers and fire affected zone until fire is out and danger of reignition has passed.. To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam..

**Special protective equipment for firefighters:** Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves).. If protective equipment is not available or not used, fight fire from a protected location or safe distance..

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## 6. ACCIDENTAL RELEASE MEASURES

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**Personal precautions, protective equipment and emergency procedures:** Keep unnecessary and unprotected personnel from entering the area. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

**Environmental precautions:** Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

**Methods and materials for containment and cleaning up:** Small spills: Absorb with materials such as: Cat litter. Sawdust. Vermiculite. Zorb-all®. Collect in suitable and properly labeled containers. Large spills: Recover spilled material if possible. See Section 13, Disposal Considerations, for additional information. Dike area to contain spill. Contain spilled material if possible.

---

## 7. HANDLING AND STORAGE

---

**Precautions for safe handling:** Product shipped/handled hot can cause thermal burns. Spills of these organic materials on hot fibrous insulations may lead to lowering of the autoignition temperatures possibly resulting in spontaneous combustion. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

Spills of these organic materials on hot fibrous insulations may lead to lowering of the autoignition temperatures possibly resulting in spontaneous combustion.

**Conditions for safe storage:** Store in accordance with good manufacturing practices. Additional storage and handling information on this product may be obtained by calling your sales or customer service contact.

### Storage stability

**Shelf life:** Use within 24 Month

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## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

---

### Control parameters

If exposure limits exist, they are listed below. If no exposure limits are displayed, then no values are applicable.

| Component | Regulation | Type of listing | Value |
|-----------|------------|-----------------|-------|
|-----------|------------|-----------------|-------|

|                  |         |     |          |
|------------------|---------|-----|----------|
| Propylene glycol | US WEEL | TWA | 10 mg/m3 |
|------------------|---------|-----|----------|

### Exposure controls

**Engineering controls:** Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

### Individual protection measures

**Eye/face protection:** Use safety glasses (with side shields). When handling hot material: Use chemical goggles. Wear a face-shield which allows use of chemical goggles, or wear a full-face respirator, to protect face and eyes when there is any likelihood of splashes.

#### Skin protection

**Hand protection:** Use gloves chemically resistant to this material when prolonged or frequently repeated contact could occur. Use gloves with insulation for thermal protection, when needed. Examples of preferred glove barrier materials include: Butyl rubber. Natural rubber ("latex"). Neoprene. Nitrile/butadiene rubber ("nitrile" or "NBR"). Polyethylene. Ethyl vinyl alcohol laminate ("EVAL"). Polyvinyl chloride ("PVC" or "vinyl"). Avoid gloves made of: Polyvinyl alcohol ("PVA"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

**Other protection:** Wear clean, body-covering clothing. When handling hot material, protect skin from thermal burns. Selection of specific items will depend on the operation.

**Respiratory protection:** Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions, no respiratory protection should be needed; however, if material is heated or sprayed, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Appearance

#### Physical state

Liquid.

#### Color

Orange

#### Odor

Sweet

#### Odor Threshold

No test data available

#### pH

7 - 9 *ASTM E70*

#### Melting point/range

Not applicable to liquids

#### Freezing point

< -30 °C ( < -22 °F) *ASTM D1177*

#### Boiling point (760 mmHg)

125 °C ( 257 °F) *Literature*

|  |  |
|--|--|
| Flash point                            | closed cup ASTM D 93 none to 100°C (212 °F)                |
| Evaporation Rate (Butyl Acetate = 1)   | < 0.5 <i>Estimated.</i>                                    |
| Flammability (solid, gas)              | Not applicable to liquids                                  |
| Flammability (liquids)                 | Not expected to be a static-accumulating flammable liquid. |
| Lower explosion limit                  | No test data available                                     |
| Upper explosion limit                  | No test data available                                     |
| Vapor Pressure                         | 6.7 mmHg at 20 °C (68 °F) <i>Literature</i>                |
| Relative Vapor Density (air = 1)       | 1.9 <i>Literature</i>                                      |
| Relative Density (water = 1)           | 8.743 at 15.56 °C (60.01 °F) <i>Literature</i>             |
| Water solubility                       | at 20 °C (68 °F) <i>Literature</i> completely soluble      |
| Partition coefficient: n-octanol/water | No data available  |
| Auto-ignition temperature              | No test data available                                     |
| Decomposition temperature              | No test data available                                     |
| Kinematic Viscosity                    | No test data available                                     |
| Explosive properties                   | No test data available                                     |
| Oxidizing properties                   | No test data available                                     |
| Liquid Density                         | 8.743 lb/gln at 15.56 °C (60.01 °F) <i>Measured</i>        |
| Molecular weight                       | No data available  |

NOTE: The physical data presented above are typical values and should not be construed as a specification.

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## 10. STABILITY AND REACTIVITY

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**Reactivity:** No data available

**Chemical stability:** Thermally stable at recommended temperatures and pressures.

**Possibility of hazardous reactions:** Polymerization will not occur.

**Conditions to avoid:** Some components of this product can decompose at elevated temperatures. Generation of gas during decomposition can cause pressure in closed systems.

**Incompatible materials:** Avoid contact with: Strong acids. Strong bases. Strong oxidizers.

**Hazardous decomposition products:** Decomposition products depend upon temperature, air supply and the presence of other materials.. Decomposition products can include and are not limited to:.. Aldehydes.. Ethers.. Alcohols.. Organic acids..

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## 11. TOXICOLOGICAL INFORMATION

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*Toxicological information appears in this section when such data is available.*

**Information on likely routes of exposure**

Ingestion, Inhalation, Skin contact, Eye contact.

**Acute toxicity (represents short term exposures with immediate effects - no chronic/delayed effects known unless otherwise noted)**

**Acute oral toxicity**

Very low toxicity if swallowed. Harmful effects not anticipated from swallowing small amounts.

Based on information for component(s):

LD50, Rat, > 20,000 mg/kg

**Information for components:**

**Propylene glycol**

LD50, Rat, > 20,000 mg/kg

**Acute dermal toxicity**

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

Based on information for component(s): Propylene glycol.

LD50, Rabbit, > 20,000 mg/kg

**Information for components:**

**Propylene glycol**

LD50, Rabbit, > 2,000 mg/kg No deaths occurred at this concentration.

**Acute inhalation toxicity**

At room temperature, exposure to vapor is minimal due to low volatility; vapor from heated material or mist may cause respiratory irritation and other effects.

For component(s) tested.

LC50, Rat, 2 Hour, dust/mist, 317.042 mg/l No deaths occurred following exposure to a saturated atmosphere.

**Information for components:**

**Propylene glycol**

LC50, Rabbit, 2 Hour, dust/mist, 317.042 mg/l No deaths occurred at this concentration.

**Skin corrosion/irritation**

Based on information for component(s):

Prolonged contact is essentially nonirritating to skin.

Repeated contact may cause flaking and softening of skin.

Material may be handled at elevated temperatures; contact with heated material may cause thermal burns.

**Information for components:**

**Propylene glycol**

Prolonged contact is essentially nonirritating to skin.

Repeated contact may cause flaking and softening of skin.

**Serious eye damage/eye irritation**

Based on information for component(s):  
May cause slight temporary eye irritation.  
Corneal injury is unlikely.

**Information for components:**

**Propylene glycol**

May cause slight temporary eye irritation.  
Corneal injury is unlikely.  
Mist may cause eye irritation.

**Sensitization**

Based on information for component(s):  
Did not cause allergic skin reactions when tested in humans.

For respiratory sensitization:  
No relevant data found.

**Information for components:**

**Propylene glycol**

Did not cause allergic skin reactions when tested in humans.

For respiratory sensitization:  
No relevant data found.

**Specific Target Organ Systemic Toxicity (Single Exposure)**

Evaluation of available data suggests that this material is not an STOT-SE toxicant.

**Information for components:**

**Propylene glycol**

Evaluation of available data suggests that this material is not an STOT-SE toxicant.

**Aspiration Hazard**

Based on physical properties, not likely to be an aspiration hazard.

**Information for components:**

**Propylene glycol**

Based on physical properties, not likely to be an aspiration hazard.

**Chronic toxicity (represents longer term exposures with repeated dose resulting in chronic/delayed effects - no immediate effects known unless otherwise noted)**

**Specific Target Organ Systemic Toxicity (Repeated Exposure)**

In rare cases, repeated excessive exposure to propylene glycol may cause central nervous system effects.

**Information for components:**

**Propylene glycol**

In rare cases, repeated excessive exposure to propylene glycol may cause central nervous system effects.

#### **Carcinogenicity**

Contains component(s) which did not cause cancer in laboratory animals.

#### **Information for components:**

##### **Propylene glycol**

Did not cause cancer in laboratory animals.

#### **Teratogenicity**

Contains component(s) which did not cause birth defects or any other fetal effects in lab animals.

#### **Information for components:**

##### **Propylene glycol**

Did not cause birth defects or any other fetal effects in laboratory animals.

#### **Reproductive toxicity**

Contains component(s) which did not interfere with reproduction in animal studies. Contains component(s) which did not interfere with fertility in animal studies.

#### **Information for components:**

##### **Propylene glycol**

In animal studies, did not interfere with reproduction. In animal studies, did not interfere with fertility.

#### **Mutagenicity**

In vitro genetic toxicity studies were negative for component(s) tested. Genetic toxicity studies in animals were negative for component(s) tested.

#### **Information for components:**

##### **Propylene glycol**

In vitro genetic toxicity studies were negative. Animal genetic toxicity studies were negative.

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## **12. ECOLOGICAL INFORMATION**

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*Ecotoxicological information appears in this section when such data is available.*

#### **Toxicity**

##### **Acute toxicity to fish**

Typical for this family of materials.

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested).

For this family of materials:

LC50, *Oncorhynchus mykiss* (rainbow trout), 96 Hour, 20,900 mg/l

For this family of materials:

LC50, Pimephales promelas (fathead minnow), 96 Hour, 6,900 mg/l

**Acute toxicity to aquatic invertebrates**

For this family of materials:

EC50, Ceriodaphnia dubia (water flea), 48 Hour, 4,300 mg/l

For this family of materials:

EC50, Daphnia magna (Water flea), 48 Hour, 19,200 mg/l

**Persistence and degradability**

**Biodegradability:** Material is expected to be readily biodegradable. Biodegradation may occur under anaerobic conditions (in the absence of oxygen).

**Bioaccumulative potential**

**Bioaccumulation:** Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

**Mobility in soil**

Potential for mobility in soil is very high (Koc between 0 and 50).

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## 13. DISPOSAL CONSIDERATIONS

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**Disposal methods:** All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Reclaimer. Incinerator or other thermal destruction device.

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## 14. TRANSPORT INFORMATION

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**DOT**

Not regulated for transport

**Classification for SEA transport (IMO-IMDG):**

**Transport in bulk  
according to Annex I or II  
of MARPOL 73/78 and the  
IBC or IGC Code**

Not regulated for transport

Consult IMO regulations before transporting ocean bulk

**Classification for AIR transport (IATA/ICAO):**

Not regulated for transport

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

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## 15. REGULATORY INFORMATION

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### Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

No SARA Hazards

### Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

### Pennsylvania Worker and Community Right-To-Know Act:

The following chemicals are listed because of the additional requirements of Pennsylvania law:

#### Components

Propylene glycol

#### CASRN

57-55-6

### California Prop. 65

This product contains a chemical that is at or below California Propositions 65's "safe harbor level" as determined via a risk assessment. Therefore, the chemical is not required to be listed as a Prop 65 chemical on the SDS or label.

### United States TSCA Inventory (TSCA)

All components of this product are in compliance with the inventory listing requirements of the U.S. Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

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## 16. OTHER INFORMATION

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### Product Literature

Additional information on this product may be obtained by calling your sales or customer service contact.

### Hazard Rating System

#### NFPA

| Health | Flammability | Instability |
|--------|--------------|-------------|
| 0      | 1            | 0           |

## Revision

Identification Number: 203063 / A001 / Issue Date: 01/31/2020 / Version: 9.0

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

## Legend

|         |   |
|---------|---|
| TWA     | 8-hr TWA  |
| US WEEL | USA. Workplace Environmental Exposure Levels (WEEL) |

## Full text of other abbreviations

AICS - Australian Inventory of Chemical Substances; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

## Information Source and References

This SDS is prepared by Product Regulatory Services and Hazard Communications Groups from information supplied by internal references within our company.

THE DOW CHEMICAL COMPANY urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that

his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

US

DRAFT



# SAFETY DATA SHEET

THE DOW CHEMICAL COMPANY

**Product name:** UCAR™ FLIGHTGUARD™ AD-49 Aircraft  
Deicing/Anti-Icing Fluid SAE AMS1428/1 Type IV

**Issue Date:** 06/07/2018

**Print Date:** 01/12/2021

THE DOW CHEMICAL COMPANY encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

## 1. IDENTIFICATION

**Product name:** UCAR™ FLIGHTGUARD™ AD-49 Aircraft Deicing/Anti-Icing Fluid SAE AMS1428/1 Type IV

### **Recommended use of the chemical and restrictions on use**

**Identified uses:** Aircraft deicing fluid. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

### **COMPANY IDENTIFICATION**

THE DOW CHEMICAL COMPANY  
2211 H.H. DOW WAY  
MIDLAND MI 48674  
UNITED STATES

### **Customer Information Number:**

800-258-2436  
SDSQuestion@dow.com

### **EMERGENCY TELEPHONE NUMBER**

**24-Hour Emergency Contact:** CHEMTREC +1 800-424-9300  
**Local Emergency Contact:** 800-424-9300

## 2. HAZARDS IDENTIFICATION

### **Hazard classification**

GHS classification in accordance with 29 CFR 1910.1200  
Not a hazardous substance or mixture.

### **Other hazards**

No data available

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

This product is a mixture.

| Component | CASRN | Concentration |
|-----------|-------|---------------|
|-----------|-------|---------------|

|                  |           |         |
|------------------|-----------|---------|
| Propylene glycol | 57-55-6   | 52.85%  |
| Water            | 7732-18-5 | 46.323% |

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## 4. FIRST AID MEASURES

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### Description of first aid measures

#### General advice:

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

**Inhalation:** Move person to fresh air; if effects occur, consult a physician.

**Skin contact:** Wash off with plenty of water. Suitable emergency safety shower facility should be immediately available.

**Eye contact:** Flush eyes thoroughly with water for several minutes. Remove contact lenses after the initial 1-2 minutes and continue flushing for several additional minutes. If effects occur, consult a physician, preferably an ophthalmologist.

**Ingestion:** No emergency medical treatment necessary.

#### Most important symptoms and effects, both acute and delayed:

Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

#### Indication of any immediate medical attention and special treatment needed

**Notes to physician:** If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

---

## 5. FIREFIGHTING MEASURES

---

**Suitable extinguishing media:** To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam.

**Unsuitable extinguishing media:** No data available

#### Special hazards arising from the substance or mixture

**Hazardous combustion products:** Under fire conditions some components of this product may decompose. The smoke may contain unidentified toxic and/or irritating compounds. Combustion products may include and are not limited to: Carbon monoxide. Carbon dioxide.

**Unusual Fire and Explosion Hazards:** This material will not burn until the water has evaporated. Residue can burn.

**Advice for firefighters**

**Fire Fighting Procedures:** Keep people away. Isolate fire and deny unnecessary entry. Use water spray to cool fire exposed containers and fire affected zone until fire is out and danger of reignition has passed. To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam.

**Special protective equipment for firefighters:** Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). If protective equipment is not available or not used, fight fire from a protected location or safe distance.

---

## 6. ACCIDENTAL RELEASE MEASURES

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**Personal precautions, protective equipment and emergency procedures:** Isolate area. Keep unnecessary and unprotected personnel from entering the area. Refer to section 7, Handling, for additional precautionary measures. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

**Environmental precautions:** Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

**Methods and materials for containment and cleaning up:** Small spills: Cat litter. Sawdust. Vermiculite. Zorb-all®. Collect in suitable and properly labeled containers. Large spills: Dike area to contain spill. Recover spilled material if possible. Contain spilled material if possible. See Section 13, Disposal Considerations, for additional information.

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## 7. HANDLING AND STORAGE

---

**Precautions for safe handling:** See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

Spills of these organic materials on hot fibrous insulations may lead to lowering of the autoignition temperatures possibly resulting in spontaneous combustion.

**Conditions for safe storage:** Store in accordance with good manufacturing practices. Additional storage and handling information on this product may be obtained by calling your sales or customer service contact.

---

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

---

**Control parameters**

If exposure limits exist, they are listed below. If no exposure limits are displayed, then no values are applicable.

| Component        | Regulation | Type of listing | Value/Notation |
|------------------|------------|-----------------|----------------|
| Propylene glycol | US WEEL    | TWA             | 10 mg/m3       |

**Exposure controls**

**Engineering controls:** Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

#### Individual protection measures

**Eye/face protection:** Use safety glasses (with side shields). When handling hot material: Use chemical goggles. Wear a face-shield which allows use of chemical goggles, or wear a full-face respirator, to protect face and eyes when there is any likelihood of splashes.

#### Skin protection

**Hand protection:** Use gloves chemically resistant to this material when prolonged or frequently repeated contact could occur. Use gloves with insulation for thermal protection, when needed. Examples of preferred glove barrier materials include: Butyl rubber. Natural rubber ("latex"). Neoprene. Nitrile/butadiene rubber ("nitrile" or "NBR"). Polyethylene. Ethyl vinyl alcohol laminate ("EVAL"). Polyvinyl chloride ("PVC" or "vinyl"). Avoid gloves made of: Polyvinyl alcohol ("PVA"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

**Other protection:** Wear clean, body-covering clothing. When handling hot material, protect skin from thermal burns. Selection of specific items will depend on the operation.

**Respiratory protection:** Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions, no respiratory protection should be needed; however, if material is heated or sprayed, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

---

### Appearance

#### Physical state

Liquid.

#### Color

Green

#### Odor

mild, sweet

#### Odor Threshold

No test data available

#### pH

6.5 - 7.5 *Supplier*

#### Melting point/range

Not applicable to liquids

#### Freezing point

-33 °C ( -27 °F) *Supplier*

#### Boiling point (760 mmHg)

> 100 °C ( > 212 °F) *Supplier*

#### Flash point

**closed cup** > 100 °C ( > 212 °F) *Supplier*

#### Evaporation Rate (Butyl Acetate = 1)

< 0.5 *Estimated.*

|  |   |
|--|---|
| Flammability (solid, gas)              | Not applicable to liquids                         |
| Lower explosion limit                  | 2.6 % vol <i>Literature</i>                       |
| Upper explosion limit                  | 12.6 % vol <i>Literature</i>                      |
| Vapor Pressure                         | 0.1 hPa at 20 °C (68 °F) <i>Supplier</i>          |
| Relative Vapor Density (air = 1)       | No test data available                            |
| Relative Density (water = 1)           | 1.038 at 20 °C (68 °F) / 20 °C <i>Calculated.</i> |
| Water solubility                       | <i>Supplier</i> soluble in water                  |
| Partition coefficient: n-octanol/water | No data available                                 |
| Auto-ignition temperature              | 371.0 °C (699.8 °F) <i>Supplier</i>               |
| Decomposition temperature              | No test data available                            |
| Kinematic Viscosity                    | No test data available                            |
| Explosive properties                   | No data available                                 |
| Oxidizing properties                   | No data available                                 |
| Molecular weight                       | No data available                                 |

NOTE: The physical data presented above are typical values and should not be construed as a specification.

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## 10. STABILITY AND REACTIVITY

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**Reactivity:** No data available

**Chemical stability:** Thermally stable at recommended temperatures and pressures.

**Possibility of hazardous reactions:** Polymerization will not occur.

**Conditions to avoid:** Some components of this product can decompose at elevated temperatures. Generation of gas during decomposition can cause pressure in closed systems.

**Incompatible materials:** Avoid contact with: Strong acids. Strong bases. Strong oxidizers.

**Hazardous decomposition products:** Decomposition products depend upon temperature, air supply and the presence of other materials.

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## 11. TOXICOLOGICAL INFORMATION

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*Toxicological information appears in this section when such data is available.*

### Acute toxicity

#### Acute oral toxicity

Very low toxicity if swallowed. Harmful effects not anticipated from swallowing small amounts.

Based on information for component(s): Propylene glycol.  
LD50, Rat, > 20,000 mg/kg

#### Acute dermal toxicity

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

Based on information for component(s): Propylene glycol.  
LD50, Rabbit, > 20,000 mg/kg

**Acute inhalation toxicity**

At room temperature, exposure to vapor is minimal due to low volatility; vapor from heated material or mist may cause respiratory irritation and other effects.

For component(s) tested.  
LC50, Rat, 2 Hour, dust/mist, 317.042 mg/l No deaths occurred following exposure to a saturated atmosphere.

**Skin corrosion/irritation**

Prolonged contact is essentially nonirritating to skin.  
Repeated contact may cause flaking and softening of skin.  
Material may be handled at elevated temperatures; contact with heated material may cause thermal burns.

**Serious eye damage/eye irritation**

May cause slight temporary eye irritation.  
Corneal injury is unlikely.

**Sensitization**

Based on information for component(s):  
Did not cause allergic skin reactions when tested in humans.

For respiratory sensitization:  
No relevant data found.

**Specific Target Organ Systemic Toxicity (Single Exposure)**

Evaluation of available data suggests that this material is not an STOT-SE toxicant.

**Specific Target Organ Systemic Toxicity (Repeated Exposure)**

In rare cases, repeated excessive exposure to propylene glycol may cause central nervous system effects.

**Carcinogenicity**

Contains component(s) which did not cause cancer in laboratory animals.

**Teratogenicity**

Contains component(s) which did not cause birth defects or any other fetal effects in lab animals.

**Reproductive toxicity**

Contains component(s) which did not interfere with reproduction in animal studies. Contains component(s) which did not interfere with fertility in animal studies.

**Mutagenicity**

In vitro genetic toxicity studies were negative for component(s) tested. Genetic toxicity studies in animals were negative for component(s) tested.

**Aspiration Hazard**

Based on physical properties, not likely to be an aspiration hazard.

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## 12. ECOLOGICAL INFORMATION

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*Ecotoxicological information appears in this section when such data is available.*

### Toxicity

#### Acute toxicity to fish

Typical for this family of materials.

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested).

For this family of materials:

LC50, Oncorhynchus mykiss (rainbow trout), 96 Hour, 20,900 mg/l

For this family of materials:

LC50, Pimephales promelas (fathead minnow), 96 Hour, 6,900 mg/l

#### Acute toxicity to aquatic invertebrates

For this family of materials:

EC50, Ceriodaphnia dubia (water flea), 48 Hour, 4,300 mg/l

For this family of materials:

EC50, Daphnia magna (Water flea), 48 Hour, 19,200 mg/l

### Persistence and degradability

**Biodegradability:** Material is expected to be readily biodegradable. Biodegradation may occur under anaerobic conditions (in the absence of oxygen).

### Bioaccumulative potential

**Bioaccumulation:** Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

### Mobility in soil

Potential for mobility in soil is very high (Koc between 0 and 50).

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## 13. DISPOSAL CONSIDERATIONS

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**Disposal methods:** DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Reclaimer. Incinerator or other thermal destruction device.

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## 14. TRANSPORT INFORMATION

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### DOT

Not regulated for transport

### Classification for SEA transport (IMO-IMDG):

Transport in bulk  
according to Annex I or II  
of MARPOL 73/78 and the  
IBC or IGC Code

Not regulated for transport  
Consult IMO regulations before transporting ocean bulk

### Classification for AIR transport (IATA/ICAO):

Not regulated for transport

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

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## 15. REGULATORY INFORMATION

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### Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

No SARA Hazards

### Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

### Pennsylvania Worker and Community Right-To-Know Act:

The following chemicals are listed because of the additional requirements of Pennsylvania law:

| Components       | CASRN   |
|------------------|---------|
| Propylene glycol | 57-55-6 |

### California Prop. 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

### United States TSCA Inventory (TSCA)

All components of this product are in compliance with the inventory listing requirements of the U.S. Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

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## 16. OTHER INFORMATION

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### Product Literature

Additional information on this product may be obtained by calling your sales or customer service contact.

### Hazard Rating System

#### NFPA

| Health | Flammability | Instability |
|--------|--------------|-------------|
| 1      | 1            | 0           |

### Revision

Identification Number: 359383 / A001 / Issue Date: 06/07/2018 / Version: 4.0

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

### Legend

|         |   |
|---------|---|
| TWA     | 8-hr TWA  |
| US WEEL | USA. Workplace Environmental Exposure Levels (WEEL) |

### Full text of other abbreviations

AICS - Australian Inventory of Chemical Substances; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of

Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

#### **Information Source and References**

This SDS is prepared by Product Regulatory Services and Hazard Communications Groups from information supplied by internal references within our company.

THE DOW CHEMICAL COMPANY urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

US

## REFERENCES

We currently service over 800 customers with Type I and IV fluids in bulk, totes and drums.

|   |
|---|
| <p><b>Lane Aviation</b><br/>Columbus, OH (CMH)</p> <p><b>Contact: Steve Evans</b><br/><b>PH# 614-237-3747 ext. 153</b></p>            |
| <p><b>Signature Flight Support</b><br/>(multiple US locations)</p> <p><b>Contact: Jeffery Talbert</b><br/><b>PH# 220-666-9683</b></p> |
| <p><b>USAirports Flight Support</b><br/>Rochester, NY (ROC)</p> <p><b>Contact: Richard Wood</b><br/><b>PH# 585-269-9139</b></p>       |
| <p><b>American Airlines</b><br/>(multiple US locations)</p> <p><b>Contact: Alan Burgess</b><br/><b>PH# 682-278-0928</b></p>           |



## **DEICING AGREEMENT**

This **DEICING AGREEMENT** (this "Agreement"), is made and entered into as of August 1, 2024 ("Effective Date"), by and between **ASCENT AVIATION GROUP, INC.**, located at One Mill Street, Parish, NY 13131 ("Seller") and **CUSTOMER**, located at \_\_\_\_\_ ("Customer, and together with Seller, the Parties").

WHEREBY THE PARTIES AGREE AS FOLLOWS:

### **1. SCOPE; PRODUCTS AND SERVICES PROVIDED; PRICE; TERM**

1.1 Subject to and in accordance with the conditions set forth herein, Customer agrees to purchase and Seller agrees to sell aircraft deicing fluids ("ADF") and aircraft anti-icing fluids ("AAF", and with ADF, "Deicing Fluids").

1.2 Prices for Deicing Fluids shall be as set forth on Annex A, attached hereto and incorporated herein.

1.3 This Agreement shall be for a term of \_\_\_\_ (\_\_\_\_) years beginning on the Effective Date (the "Term").

### **2. DEICING**

2.1 Deicing Fluids supplied by Seller is only for Customer's use at the destinations set forth in the order form, quote or other applicable documentation and such Deicing Fluids are only for application to Customer's aircraft, aircraft which Customer is under written or ad hoc contract to service or aircraft for sale or loan to or from airlines according to industry-standard contract agreements, or in emergencies or temporary industry shortages at the respective destinations ("Permitted Uses").

2.2 Customer shall comply with any and all handling, safety, use and other manufacturers and / or industry information as Seller may from time to time consider relevant to the use of Deicing Fluids ("Documentation"). Customer, shall (i) for a period of two (2) years, retain a representative sample from the Deciding Fluid in conditions that guarantee such sample's integrity and safety, and (ii) at a minimum, conduct refractive index and appearance tests in accordance with the Documentation, demonstrate conformance to specifications and record and maintain such test results.

2.3 Product shall be applied to aircraft only by Customer or Customer's, as the case may be, employees or by employees of a third-party contractor engaged by Customer, as the case may be, for such purpose ("Contractor").

2.4 Customer shall be responsible for ensuring that its employees and those of any Contractor are properly trained and are aware of and follow the procedures and safety instructions contained in the Society of Automotive Engineers' ("SAE") Aerospace Standard ("AS") 6285 (latest version) and the then-current Documentation;

2.5 Any ADF supplied hereunder (A) shall not be contaminated or commingled with any other fluids (except that, during the initial transition from another supplier's similar SAE Aerospace Material Specification ("AMS") 1424/1 (latest version) Type I ADF to Dow's SAE AMS1424/1 Type I ADF, up to ten percent (10%) by volume of the initial transition mixture can be the other supplier's SAE AMS1424/1 Type I ADF, provided that Customer, as the case may be, shall, for a period of one (1) year, retain representative samples of the

other supplier's SAE AMS1424/1 Type I ADF from Customer's storage tank and the mixture of the other supplier's SAE AMS1424/1 Type I ADF and Dow's SAE AMS1424/1 Type I ADF and, at a minimum, conduct refractive index and appearance tests on each sample, demonstrate conformance to specifications and record and maintain such test results); (B) shall not be applied to aircraft other than Customer's aircraft, aircraft which Customer is under contract to service or aircraft for sale or loan to or from airlines according to industry-standard contract agreements; (C) shall be tested at least once each year before the beginning of the winter season for Field Tests (as such term is defined in the Product Information Bulletin); and (D) for ADF supplied in bulk, shall be stored in a storage tank clearly marked for Deicing Fluids.

2.6 Any AAF supplied hereunder (A) shall be tested at least once each year before the beginning of the winter season for Field Tests (as such term is defined in the Documentation); (C) shall not be contaminated or commingled with any other ADF or AAF; and (D) for AAF supplied in bulk, shall be stored in a storage tank clearly marked for AAF.

2.7 Customer shall be responsible for ensuring that the application of any third-party SAE AMS1428/1 (latest version) Type IV fluid (i.e., non-Dow SAE AMS1428/1 Type IV fluid) in the second step of a two-step application as defined in SAE AS6285, is not affected by the Dow AMS1424/1 Type I fluid, including but not limited to its water spray endurance time properties, as defined in SAE AS5901 (latest version).

2.8 Customer shall be responsible for ensuring that the application of any third-party SAE AMS1424/1 Type I fluid (i.e., non-Dow SAE AMS1424/1 Type I fluid) in the first step of a two-step application as defined in SAE AS6285, does not in any way interfere with the Dow AMS1428/1 Type IV fluid, including but not limited to its water spray endurance time properties, as defined in SAE AS5901 (latest version).

2.9 For the avoidance of doubt, other than as provided in iv) above, any fluid obtained by mixing two or more certified ADF or AAF may not meet performance expectations and is not to be considered certified and, for that reason, when switching a vessel from one ADF or AAF to another ADF or AAF, it is extremely important that the prior fluid be drained completely from the vessel before the new fluid is added to the vessel or Customer shall contact a World Fuel representative prior to switching ADF or AAF.

### 3. FORCE MAJEURE

(a) Neither party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected party may be subject.

(b) In the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of Seller.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right in its sole discretion to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

4. TITLE AND RISK OF LOSS. Seller's liability for damage to or loss of relating to the Deicing Fluids sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

5. TAXES. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this Section 10 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

6. CONDUCT OF CUSTOMER'S BUSINESS. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in strict compliance with all applicable laws, ordinances and regulations of all governmental authorities.

7. INSURANCE

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this section shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance

company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

8. INDEMNIFICATION. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the Parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

9. TERMINATION.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement or any other agreement of the Parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); or (iii) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection (a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the term of this Agreement, such sales shall be upon all of the terms and conditions hereof except that the relationship of the Parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the Parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, Parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

10. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 10(a).

(b) Entire Agreement. This Agreement and all other related documents of the parties constitute the entire agreement between the parties. No other promises, agreements or warranties additional to this Agreement or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Miami-Dade County, Florida and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have executed this Agreement which is made effective as of the Effective Date.

**ASCENT AVIATION GROUP, INC.**

**CUSTOMER**

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>New York NY Office<br>One Liberty Plaza<br>165 Broadway, Suite 3201<br>New York NY 10006 USA | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> 8662837122<br><b>FAX (A/C. No.):</b> (800) 363-0105<br><b>E-MAIL ADDRESS:</b>   |                               |        |   |       |  |       |  |       |  |       |  |       |  |       |
|--|--|-------------------------------|--------|---|-------|--|-------|--|-------|--|-------|--|-------|--|-------|
| <b>INSURED</b><br>World Fuel Services, Inc.<br>9800 N.W. 41st Street<br>Suite 400<br>Miami FL 33178 USA  | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER C: Ironshore Specialty Insurance Company</td><td>25445</td></tr><tr><td>INSURER D: National Fire &amp; Marine Ins Co</td><td>20079</td></tr><tr><td>INSURER E: ACE Property &amp; Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER F: Everest National Insurance Co</td><td>10120</td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: ACE American Insurance Company | 22667 | INSURER B: ACE Fire Underwriters Insurance Co. | 20702 | INSURER C: Ironshore Specialty Insurance Company | 25445 | INSURER D: National Fire & Marine Ins Co | 20079 | INSURER E: ACE Property & Casualty Insurance Co. | 20699 | INSURER F: Everest National Insurance Co | 10120 |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |   |       |  |       |  |       |  |       |  |       |  |       |
| INSURER A: ACE American Insurance Company  | 22667  |                               |        |   |       |  |       |  |       |  |       |  |       |  |       |
| INSURER B: ACE Fire Underwriters Insurance Co.   | 20702  |                               |        |   |       |  |       |  |       |  |       |  |       |  |       |
| INSURER C: Ironshore Specialty Insurance Company   | 25445  |                               |        |   |       |  |       |  |       |  |       |  |       |  |       |
| INSURER D: National Fire & Marine Ins Co   | 20079  |                               |        |   |       |  |       |  |       |  |       |  |       |  |       |
| INSURER E: ACE Property & Casualty Insurance Co.   | 20699  |                               |        |   |       |  |       |  |       |  |       |  |       |  |       |
| INSURER F: Everest National Insurance Co   | 10120  |                               |        |   |       |  |       |  |       |  |       |  |       |  |       |

**COVERAGES****CERTIFICATE NUMBER:** 570106674893**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD                           | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--|--|-------------------------|-------------------------|---|
| D        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  | 42GLO10027711<br>SIR applies per policy terms & conditions                   | 07/01/2024              | 07/01/2025              | EACH OCCURRENCE \$5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) Excluded<br>PERSONAL & ADV INJURY \$5,000,000<br>GENERAL AGGREGATE \$6,000,000<br>PRODUCTS - COMP/OP AGG \$6,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY  |  | ISA H1082042A  | 07/01/2024              | 07/01/2025              | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
| E        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$100,000   |  | X00G28134381009  | 07/01/2024              | 07/01/2025              | EACH OCCURRENCE \$15,000,000<br>AGGREGATE \$15,000,000  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N | WLRC55523009<br>Workers Comp - AOS<br>SCFC55523174<br>Workers Comp - WI Only | 07/01/2024              | 07/01/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                  |
| C        | <b>Environmental Site Liability</b>   |  | ISPILLSCJ72I002<br>Claims Made Coverage                                      | 07/01/2024              | 07/01/2026              | Aggregate \$1,000,000<br>Each Incident \$1,000,000<br>Ded. Ea. Incident \$250,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| World Fuel Services, Inc.<br>9800 NW 41st Street<br>Suite 400<br>Miami FL 33178 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services Northeast, Inc.</i> |
|---|---|

Holder Identifier :

Certificate No : 570106674893



Willis Towers Watson Northeast, Inc 300 South Grand Ave, Suite 2000, Los Angeles, CA 90017  
Tel. +1 (213) 607-6300 | Fax. +1 (213) 607-6301 | Website. [www.willistowerswatson.com](http://www.willistowerswatson.com)

**Darryl Abbey**  
[Darryl.Abbey@wtwco.com](mailto:Darryl.Abbey@wtwco.com)

April 15, 2024

**CERTIFICATE OF INSURANCE**  
**Reference No. WKC-24-01a**

**This is to Certify to:**

Whom It May Concern

(Sometimes referred to hereinafter as the "Certificate Holder")

THIS IS TO CERTIFY that we, in our capacity as insurance broker to the Named Insured, have placed insurance covering their aviation operations as follows:

1. **NAMED INSURED:** World Kinect Corporation and its subsidiaries
2. **NAMED INSURED ADDRESSES:** 9800 NW 41<sup>st</sup> Street, Miami, FL 33178
3. **POLICY PERIOD:** April 15, 2024 to April 15, 2025 on both dates at 12:01A.M. Local Standard Time at the address of the Named Insured
4. **INSURANCE CARRIER(S):** Global Aerospace Policy No. 283242/24 and other insurers each for their own share and not for that of other participants
5. **GEOGRAPHICAL LIMITS:** Worldwide Subject to Sanctions and Embargo Clause AVN 111/AVN 111 R As Applicable
6. **DESCRIPTION OF COVERAGE:** Aviation General Liability Insurance included Airport Premises, Products and Completed Operations Liability
7. **LIMIT OF COVERAGE:** \$1,000,000,000 per occurrence and in the aggregate Combined Single Limit for Bodily Injury and Property Damage

**SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**SPECIAL PROVISIONS:** The above policy includes liability coverage for vehicles used within the secure airport perimeter only as respects to the operations of the Named Insured.



Willis Towers Watson Northeast, Inc 300 South Grand Ave, Suite 2000, Los Angeles, CA 90017  
Tel. +1 (213) 607-6300 | Fax. +1 (213) 607-6301 | Website. [www.willistowerswatson.com](http://www.willistowerswatson.com)

As respects each Certificate Holder's respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification. If Certificates have been issued prior to the date of issue as listed, this Certificate cancels and supersedes each such Certificate. Aggregate limit(s) may be reduced or exhausted by claims made in respect of any interest insured under the policy(ies).

**Authorized Representative**

A handwritten signature in black ink, appearing to read "Paul H. King", is written over a large, light gray "DRAFT" watermark that runs diagonally across the page.



A World Kinect Company

**Thank you!**

# JULY 2024

## ACTIVITY REPORT

### AIRCRAFT OPERATIONS % CHANGE +/-

#### GENERAL AVIATION

#### COMMERCIAL

July 2024 vs July 2023

(-2.16%)

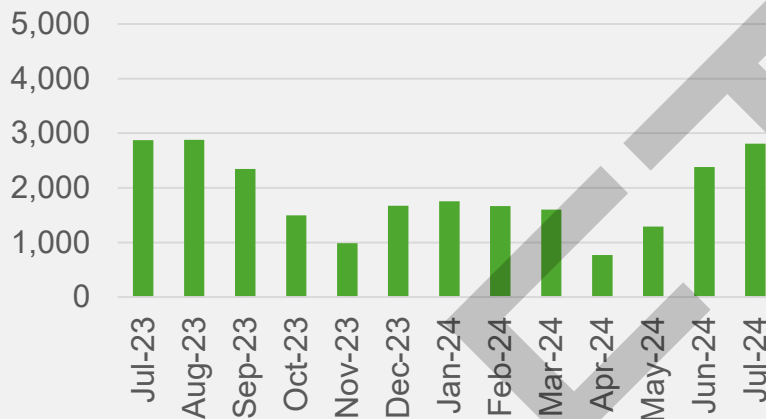
+7.17%

YTD 2024 vs YTD 2023\*

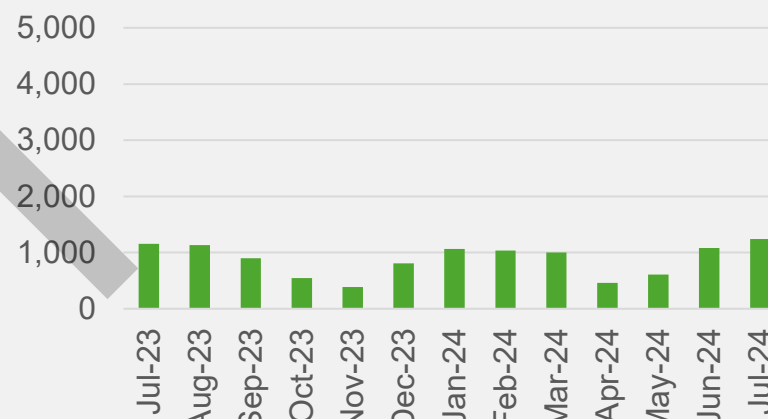
+0.33%

+5.74%

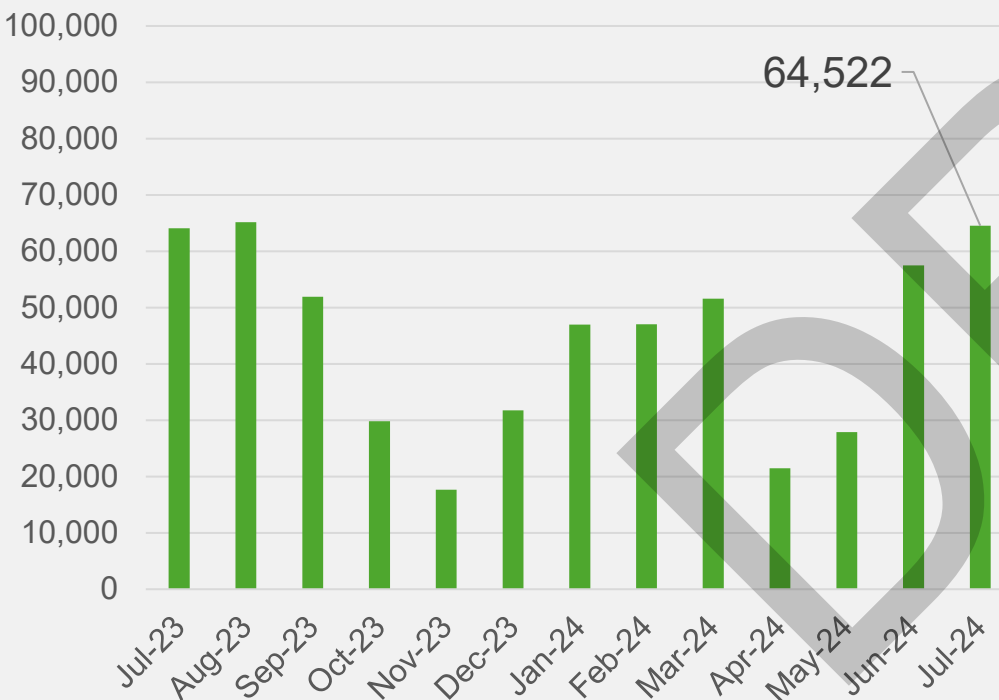
General Aviation Operations (13 Months)



Commercial Operations (13 Months)



Enplanements (13 Months)



### LOAD FACTOR %

July 2024

81.32%

July 2023

83.22%

YTD 2024 75.40%

### % CHANGE +/-

#### ENPLANEMENTS

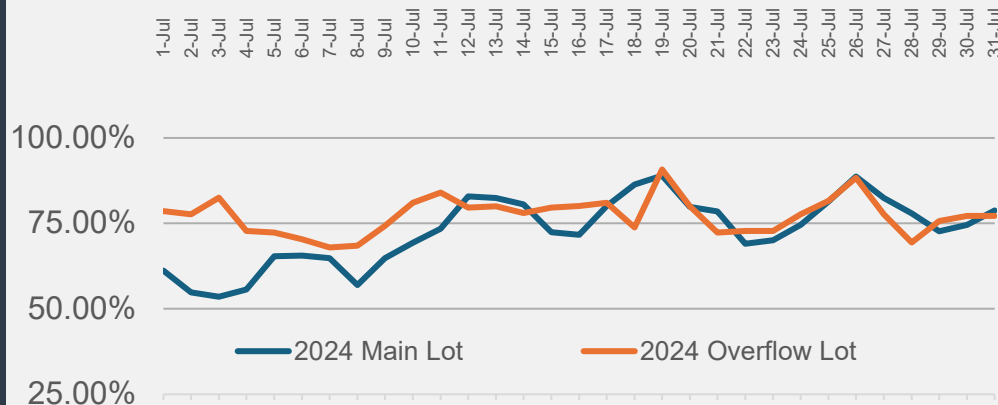
July 2024 vs July 2023

+0.66%

YTD 2024 vs YTD 2023\*

+4.11%

June Parking Lot Occupancy



### FUEL FARM – GALLONS JET A SOLD

#### COMMERCIAL

217/231

July 2023

702,133

July 2024

786,866

#### GENERAL AVIATION

July 2023

365,284

July 2024

397,879

\*Year-to-Date (YTD) based on calendar year

| LOAD FACTOR REPORT 2024 |                                   |               |        |        |        |        |        |        |        |     |     |     |     |     |         |
|-------------------------|-----------------------------------|---------------|--------|--------|--------|--------|--------|--------|--------|-----|-----|-----|-----|-----|---------|
|                         |                                   |               | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG | SEP | OCT | NOV | DEC | TOTALS  |
| ALASKA<br>(SkyWest)     | ER7<br>76<br>PASSENGERS           | ENPLANED      | 1,533  | 1,165  | 465    | 0      | 298    | 1,734  | 1,491  |     |     |     |     |     | 6,686   |
|                         |                                   | FLIGHTS       | 27     | 25     | 10     | 0      | 8      | 34     | 31     |     |     |     |     |     | 135     |
|                         |                                   | AVG. ENPL/FLT | 56.78  | 46.60  | 46.50  | -      | 37.25  | 51.00  | 48.10  | -   | -   | -   | -   | -   | 49.53   |
|                         |                                   | LOAD FACTOR   | 75%    | 61%    | 61%    | -      | 49%    | 67%    | 63%    | -   | -   | -   | -   | -   | 65%     |
| ALASKA                  | 737-700<br>124<br>PASSENGERS      | ENPLANED      | 1,079  | 1,634  | 693    | 0      | 0      | 270    | 438    |     |     |     |     |     | 4,114   |
|                         |                                   | FLIGHTS       | 26     | 28     | 12     | 0      | 0      | 3      | 4      |     |     |     |     |     | 73      |
|                         |                                   | AVG. ENPL/FLT | 41.50  | 58.36  | 57.75  | -      | -      | 90.00  | 109.50 | -   | -   | -   | -   | -   | 56.36   |
|                         |                                   | LOAD FACTOR   | 55%    | 47%    | 47%    | -      | -      | 73%    | 88%    | -   | -   | -   | -   | -   | 45%     |
| ALASKA                  | 737-800<br>147<br>PASSENGERS      | ENPLANED      | 0      | 96     | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     | 96      |
|                         |                                   | FLIGHTS       | 0      | 1      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     | 1       |
|                         |                                   | AVG. ENPL/FLT | -      | 96.00  | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | 96.00   |
|                         |                                   | LOAD FACTOR   | -      | 65%    | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | 65%     |
| AMERICAN                | 319<br>128<br>PASSENGERS          | ENPLANED      | 8,120  | 8,481  | 10,570 | 3,418  | 5,542  | 13,140 | 14,935 |     |     |     |     |     | 64,206  |
|                         |                                   | FLIGHTS       | 84     | 83     | 94     | 35     | 54     | 115    | 127    |     |     |     |     |     | 592     |
|                         |                                   | AVG. ENPL/FLT | 96.67  | 102.18 | 112.45 | 97.66  | 102.63 | 114.26 | 117.60 | -   | -   | -   | -   | -   | 108.46  |
|                         |                                   | LOAD FACTOR   | 76%    | 80%    | 88%    | 76%    | 80%    | 89%    | 92%    | -   | -   | -   | -   | -   | 85%     |
| DELTA                   | 757-200<br>199<br>PASSENGERS      | ENPLANED      | 3,424  | 3,412  | 4,309  | 942    | 0      | 3,458  | 4,219  |     |     |     |     |     | 19,764  |
|                         |                                   | FLIGHTS       | 23     | 25     | 31     | 7      | 0      | 25     | 30     |     |     |     |     |     | 141     |
|                         |                                   | AVG. ENPL/FLT | 148.87 | 136.48 | 139.00 | 134.57 | -      | 138.32 | 140.63 | -   | -   | -   | -   | -   | 140.17  |
|                         |                                   | LOAD FACTOR   | 75%    | 69%    | 70%    | 68%    | -      | 70%    | 71%    | -   | -   | -   | -   | -   | 70%     |
| DELTA                   | AIR BUS 319<br>132<br>PASSENGERS  | ENPLANED      | 9,066  | 8,678  | 9,526  | 7,234  | 8,110  | 9,602  | 9,930  |     |     |     |     |     | 62,146  |
|                         |                                   | FLIGHTS       | 96     | 91     | 96     | 91     | 93     | 90     | 90     |     |     |     |     |     | 647     |
|                         |                                   | AVG. ENPL/FLT | 94.44  | 95.36  | 99.23  | 79.49  | 87.20  | 106.69 | 110.33 | -   | -   | -   | -   | -   | 96.05   |
|                         |                                   | LOAD FACTOR   | 72%    | 72%    | 75%    | 60%    | 66%    | 81%    | 84%    | -   | -   | -   | -   | -   | 73%     |
| UNITED<br>(Skywest)     | ER7 (E75)<br>70<br>PASSENGERS     | ENPLANED      | 131    | 0      | 45     | 0      | 2,008  | 1,393  | 3,339  |     |     |     |     |     | 6,916   |
|                         |                                   | FLIGHTS       | 2      | 0      | 1      | 0      | 39     | 22     | 59     |     |     |     |     |     | 123     |
|                         |                                   | AVG. ENPL/FLT | 65.50  | -      | 45.00  | -      | 51.49  | 63.32  | 56.59  | -   | -   | -   | -   | -   | 56.23   |
|                         |                                   | LOAD FACTOR   | 94%    | -      | 64%    | -      | 74%    | 90%    | 81%    | -   | -   | -   | -   | -   | 80%     |
| UNITED<br>(Skywest)     | ER7<br>76<br>PASSENGERS           | ENPLANED      | 2,098  | 2,061  | 2,186  | 1,328  | 600    | 1,034  | 48     |     |     |     |     |     | 9,355   |
|                         |                                   | FLIGHTS       | 38     | 35     | 36     | 30     | 10     | 16     | 1      |     |     |     |     |     | 166     |
|                         |                                   | AVG. ENPL/FLT | 55.21  | 58.89  | 60.72  | 44.27  | 60.00  | 64.63  | 48.00  | -   | -   | -   | -   | -   | 56.36   |
|                         |                                   | LOAD FACTOR   | 73%    | 77%    | 80%    | 58%    | 79%    | 85%    | 63%    | -   | -   | -   | -   | -   | 74%     |
| DELTA<br>(Skywest)      | ER7 (ES4)<br>70<br>PASSENGERS     | ENPLANED      | 450    | 137    | 179    | 0      | 0      | 0      | 0      |     |     |     |     |     | 766     |
|                         |                                   | FLIGHTS       | 10     | 4      | 5      | 0      | 0      | 0      | 0      |     |     |     |     |     | 19      |
|                         |                                   | AVG. ENPL/FLT | 45.00  | 34.25  | 35.80  | -      | -      | -      | -      | -   | -   | -   | -   | -   | 40.32   |
|                         |                                   | LOAD FACTOR   | 64%    | 49%    | 51%    | -      | -      | -      | -      | -   | -   | -   | -   | -   | 58%     |
| DELTA<br>(Skywest)      | ER7 (ES5)<br>76<br>PASSENGERS     | ENPLANED      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     | 0       |
|                         |                                   | FLIGHTS       | 0      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     | 0       |
|                         |                                   | AVG. ENPL/FLT | -      | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -       |
|                         |                                   | LOAD FACTOR   | -      | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -       |
| AMERICAN<br>(Skywest)   | CRJ 700<br>65<br>PASSENGERS       | ENPLANED      | 1,183  | 1,067  | 775    | 57     | 0      | 1,136  | 3,481  |     |     |     |     |     | 7,699   |
|                         |                                   | FLIGHTS       | 30     | 26     | 20     | 1      | 0      | 27     | 62     |     |     |     |     |     | 166     |
|                         |                                   | AVG. ENPL/FLT | 39.43  | 41.04  | 38.75  | 57.00  | -      | 42.07  | 56.15  | -   | -   | -   | -   | -   | 46.38   |
|                         |                                   | LOAD FACTOR   | 61%    | 63%    | 60%    | 88%    | -      | 65%    | 86%    | -   | -   | -   | -   | -   | 71%     |
| SUN COUNTRY             | B737-800<br>159<br>PASSENGERS     | ENPLANED      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     | 0       |
|                         |                                   | FLIGHTS       | 0      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     | 0       |
|                         |                                   | AVG. ENPL/FLT | -      | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -       |
|                         |                                   | LOAD FACTOR   | -      | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -       |
| SUN COUNTRY             | B737-700<br>124<br>PASSENGERS     | ENPLANED      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     | 0       |
|                         |                                   | FLIGHTS       | 0      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     | 0       |
|                         |                                   | AVG. ENPL/FLT | -      | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -       |
|                         |                                   | LOAD FACTOR   | -      | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -       |
| UNITED AIRLINES         | AIR BUS A319<br>126<br>PASSENGERS | ENPLANED      | 5,760  | 5,556  | 6,017  | 4,906  | 2,807  | 1,929  | 3,002  |     |     |     |     |     | 29,977  |
|                         |                                   | FLIGHTS       | 69     | 59     | 63     | 46     | 27     | 26     | 33     |     |     |     |     |     | 323     |
|                         |                                   | AVG. ENPL/FLT | 83.48  | 94.17  | 95.51  | 106.65 | 103.96 | 74.19  | 90.97  | -   | -   | -   | -   | -   | 92.81   |
|                         |                                   | LOAD FACTOR   | 66%    | 75%    | 76%    | 85%    | 83%    | 59%    | 72%    | -   | -   | -   | -   | -   | 74%     |
| UNITED AIRLINES         | AIR BUS A320<br>150<br>PASSENGERS | ENPLANED      | 8,300  | 7,981  | 9,728  | 1,673  | 6,172  | 14,383 | 13,993 |     |     |     |     |     | 62,230  |
|                         |                                   | FLIGHTS       | 85     | 74     | 81     | 14     | 60     | 121    | 121    |     |     |     |     |     | 556     |
|                         |                                   | AVG. ENPL/FLT | 97.65  | 107.85 | 120.10 | 119.50 | 102.87 | 118.87 | 115.64 | -   | -   | -   | -   | -   | 111.92  |
|                         |                                   | LOAD FACTOR   | 65%    | 72%    | 80%    | 80%    | 69%    | 79%    | 77%    | -   | -   | -   | -   | -   | 75%     |
| UNITED AIRLINES         | 737-700<br>126<br>PASSENGERS      | ENPLANED      | 5,844  | 6,759  | 7,072  | 1,905  | 2,333  | 9,403  | 9,646  |     |     |     |     |     | 42,962  |
|                         |                                   | FLIGHTS       | 57     | 66     | 70     | 21     | 28     | 95     | 94     |     |     |     |     |     | 431     |
|                         |                                   | AVG. ENPL/FLT | 102.53 | 102.41 | 101.03 | 90.71  | 83.32  | 98.98  | 102.62 | -   | -   | -   | -   | -   | 99.68   |
|                         |                                   | LOAD FACTOR   | 81%    | 81%    | 80%    | 72%    | 66%    | 79%    | 81%    | -   | -   | -   | -   | -   | 79%     |
| Total Enplanements      |                                   |               | 46,988 | 47,027 | 51,565 | 21,463 | 27,870 | 57,482 | 64,522 |     |     |     |     |     | 316,917 |
| Total Seats             |                                   |               | 67,581 | 64,610 | 66,485 | 30,772 | 39,216 | 72,438 | 79,346 |     |     |     |     |     | 420,301 |
| Total Flights           |                                   |               | 547    | 517    | 519    | 245    | 319    | 574    | 652    |     |     |     |     |     | 3373    |
| Total Load Factor       |                                   |               | 69.53% | 72.79% | 77.56% | 69.75% | 71.07% | 79.35% | 81.32% | -   | -   | -   | -   | -   | 75.40%  |

| JULY 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         | 1,929               | 3,381           | 10,896      | 15,254       | 1,822               | 15,544          | 10,403      | 27,884       | 35                | 46              | 209         | 227          |
| AMERICAN       | 18,416              | 13,636          | 71,905      | 67,934       | 18,357              | 1,570           | 68,314      | 51,360       | 189               | 133             | 758         | 750          |
| DELTA          | 14,149              | 16,626          | 82,676      | 85,841       | 13,718              | 16,502          | 83,404      | 84,448       | 120               | 137             | 807         | 790          |
| SUN COUNTRY    | 0                   | 939             | 0           | 1,294        | 0                   | 1,169           | 0           | 1,621        | 0                 | 9               | 0           | 12           |
| UNITED         | 30,028              | 29,518          | 151,440     | 134,069      | 32,431              | 30,076          | 156,525     | 137,435      | 308               | 278             | 1,599       | 1,449        |
| TOTALS         | 64,522              | 64,100          | 316,917     | 304,392      | 66,328              | 64,861          | 318,646     | 302,748      | 652               | 603             | 3,373       | 3,228        |
| PERCENT CHANGE | 0.66%               |                 | 4.11%       |              | 2.26%               |                 | 5.25%       |              | 8.13%             |                 | 4.49%       |              |

## ENPLANEMENT/DEPLANEMENT 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  | 47,027  | 48,833  |
| MAR   | 42,218  | 37,708  | 53,990  | 47,033  | 50,621  | 45,361  | 51,565  | 45,313  |
| APR   | 18,834  | 17,318  | 8,492   | 7,915   | 20,551  | 19,320  | 21,463  | 20,847  |
| MAY   | 28,107  | 28,844  | 0       | 0       | 22,559  | 26,039  | 27,870  | 33,630  |
| JUN   | 63,491  | 67,750  | 2,788   | 6,027   | 54,283  | 59,855  | 57,482  | 62,492  |
| JUL   | 77,421  | 76,225  | 59,565  | 63,560  | 64,100  | 64,861  | 64,522  | 66,328  |
| 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 | 508,838 | 499,609 | 405,693 | 402,264 | 500,742 | 502,270 | 316,917 | 318,646 |

## 2024 Tower Operations

|        | COMMERCIAL | GENERAL<br>AVIATION | MILITARY | TOWER<br>TOTALS |
|--------|------------|---------------------|----------|-----------------|
| JAN    | 1066       | 1743                | 14       | 2,823           |
| FEB    | 1034       | 1659                | 8        | 2,701           |
| MAR    | 1004       | 1586                | 18       | 2,608           |
| APR    | 460        | 762                 | 7        | 1,229           |
| MAY    | 610        | 1271                | 23       | 1,904           |
| JUNE   | 1081       | 2365                | 18       | 3,464           |
| JULY   | 1240       | 2787                | 22       | 4,049           |
| AUG    |            |                     |          | -               |
| SEPT   |            |                     |          | -               |
| OCT    |            |                     |          | -               |
| NOV    |            |                     |          | -               |
| DEC    |            |                     |          | -               |
| TOTALS | 6495       | 12173               | 110      | 18778           |

\*These numbers do not include aircraft prior to 0700 or after 2100.

# 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  | 1.91%              | 1.91%             |
| FEB    | 1,780  | 1,667  | -6.35%             | -4.70%            | FEB        | 971   | 1,034 | 6.49%              | 8.92%             | FEB     | 2,751  | 2,701  | -1.82%             | 0.05%             |
| MAR    | 1,569  | 1,604  | 2.23%              | -2.60%            | MAR        | 1,134 | 1,004 | -11.5%             | 1.37%             | MAR     | 2,703  | 2,608  | -3.51%             | -1.12%            |
| APR    | 881    | 769    | -12.7%             | -4.07%            | APR        | 441   | 460   | 4.31%              | 1.74%             | APR     | 1,322  | 1,229  | -7.03%             | -1.94%            |
| MAY    | 1,238  | 1,294  | 4.52%              | -2.61%            | MAY        | 444   | 610   | 37.4%              | 5.75%             | MAY     | 1,682  | 1,904  | 13.2%              | 0.33%             |
| JUNE   | 2,091  | 2,383  | 14.0%              | 1.09%             | JUNE       | 1,031 | 1,081 | 4.85%              | 5.51%             | JUNE    | 3,122  | 3,464  | 11.0%              | 2.64%             |
| JULY   | 2,871  | 2,809  | -2.16%             | 0.33%             | JULY       | 1,157 | 1,240 | 7.17%              | 5.74%             | JULY    | 4,028  | 4,049  | 0.52%              | 2.18%             |
| 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    | 1,678  | -      |                    |                   | DEC        | 808   | -     |                    |                   | DEC     | 2,486  | -      |                    |                   |
| TOTALS | 21,630 | 12,283 |                    |                   | TOTALS     | 9,904 | 6,495 |                    |                   | TOTALS  | 31,534 | 18,778 |                    |                   |

\*These numbers do not include aircraft prior to 0700 or after 2100.

# JUNE 2024 ACTIVITY REPORT

## AIRCRAFT OPERATIONS % CHANGE +/-

### GENERAL AVIATION

### COMMERCIAL

June 2024 vs June 2023

+14.0%

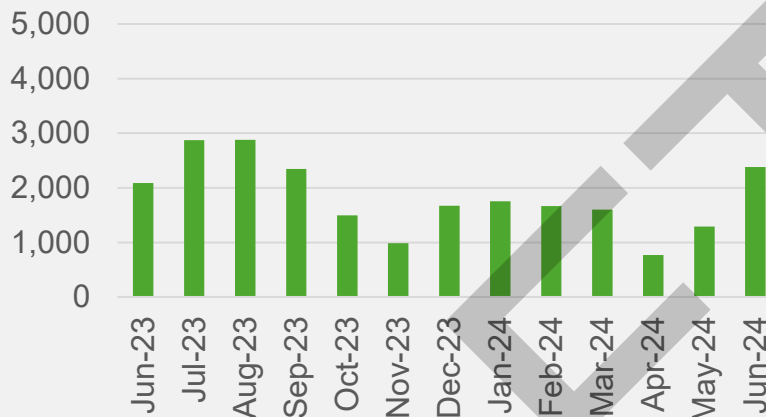
+4.85%

YTD 2024 vs YTD 2023\*

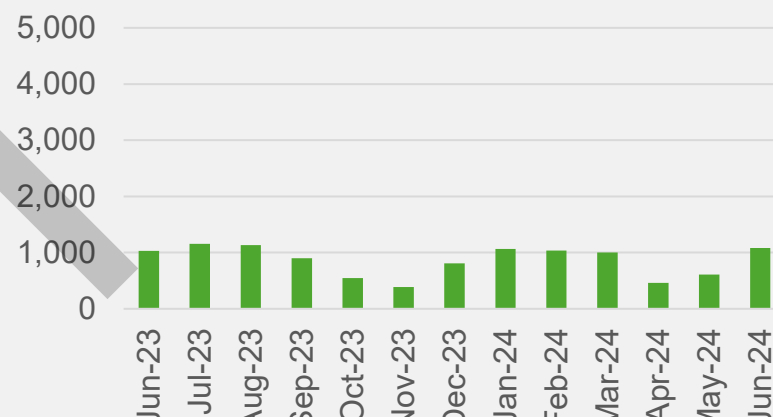
+1.09%

+5.51%

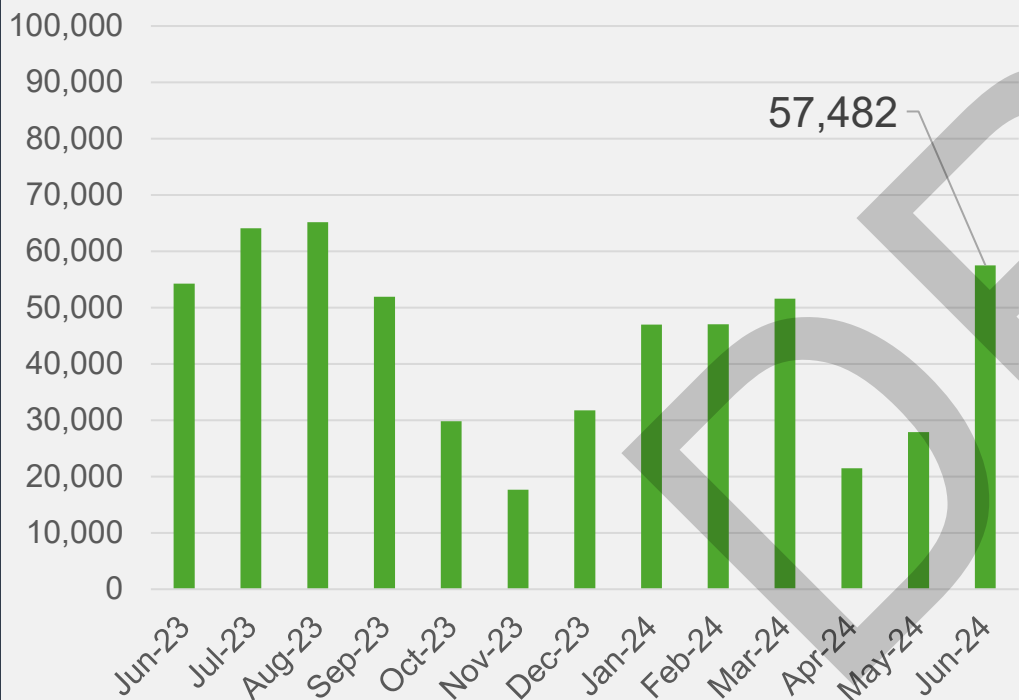
General Aviation Operations (13 Months)



Commercial Operations (13 Months)



Enplanements (13 Months)



## LOAD FACTOR %

June 2024

79.35%

June 2023

79.40%

YTD 2024 72.59%

## % CHANGE +/-

### ENPLANEMENTS

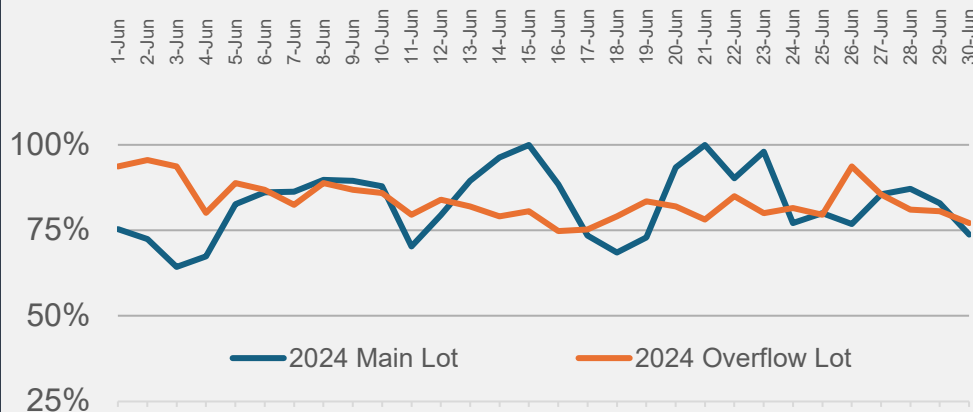
June 2024 vs June 2023

+5.89%

YTD 2024 vs YTD 2023\*

+5.04%

June Parking Lot Occupancy



## FUEL FARM – GALLONS JET A SOLD

### COMMERCIAL

223/231

June 2023

619,119

June 2024

739,965

### GENERAL AVIATION

June 2023

265,731

June 2024

275,005

\*Year-to-Date (YTD) based on calendar year

| LOAD FACTOR REPORT 2024 |                                   |               |        |        |        |        |        |        |     |     |     |     |     |     |         |
|-------------------------|-----------------------------------|---------------|--------|--------|--------|--------|--------|--------|-----|-----|-----|-----|-----|-----|---------|
|                         |                                   |               | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL | AUG | SEP | OCT | NOV | DEC | TOTALS  |
| ALASKA<br>(SkyWest)     | ER7<br>76<br>PASSENGERS           | ENPLANED      | 1,533  | 1,165  | 465    | 0      | 298    | 1,734  |     |     |     |     |     |     | 5,195   |
|                         |                                   | FLIGHTS       | 27     | 25     | 10     | 0      | 8      | 34     |     |     |     |     |     |     | 104     |
|                         |                                   | AVG. ENPL/FLT | 56.78  | 46.60  | 46.50  | -      | 37.25  | 51.00  | -   | -   | -   | -   | -   | -   | 49.95   |
|                         |                                   | LOAD FACTOR   | 75%    | 61%    | 61%    | -      | 49%    | 67%    | -   | -   | -   | -   | -   | -   | 66%     |
| ALASKA                  | 737-700<br>124<br>PASSENGERS      | ENPLANED      | 1,079  | 1,634  | 693    | 0      | 0      | 270    |     |     |     |     |     |     | 3,676   |
|                         |                                   | FLIGHTS       | 26     | 28     | 12     | 0      | 0      | 3      |     |     |     |     |     |     | 69      |
|                         |                                   | AVG. ENPL/FLT | 41.50  | 58.36  | 57.75  | -      | -      | 90.00  | -   | -   | -   | -   | -   | -   | 53.28   |
|                         |                                   | LOAD FACTOR   | 55%    | 47%    | 47%    | -      | -      | 73%    | -   | -   | -   | -   | -   | -   | 43%     |
| ALASKA                  | 737-800<br>147<br>PASSENGERS      | ENPLANED      | 0      | 96     | 0      | 0      | 0      | 0      |     |     |     |     |     |     | 96      |
|                         |                                   | FLIGHTS       | 0      | 1      | 0      | 0      | 0      | 0      |     |     |     |     |     |     | 1       |
|                         |                                   | AVG. ENPL/FLT | -      | 96.00  | -      | -      | -      | -      | -   | -   | -   | -   | -   | -   | 96.00   |
|                         |                                   | LOAD FACTOR   | -      | 65%    | -      | -      | -      | -      | -   | -   | -   | -   | -   | -   | 65%     |
| AMERICAN                | 319<br>128<br>PASSENGERS          | ENPLANED      | 8,120  | 8,481  | 10,570 | 3,418  | 5,542  | 13,140 |     |     |     |     |     |     | 49,271  |
|                         |                                   | FLIGHTS       | 84     | 83     | 94     | 35     | 54     | 115    |     |     |     |     |     |     | 465     |
|                         |                                   | AVG. ENPL/FLT | 96.67  | 102.18 | 112.45 | 97.66  | 102.63 | 114.26 | -   | -   | -   | -   | -   | -   | 105.96  |
|                         |                                   | LOAD FACTOR   | 76%    | 80%    | 88%    | 76%    | 80%    | 89%    | -   | -   | -   | -   | -   | -   | 83%     |
| DELTA                   | 757-200<br>199<br>PASSENGERS      | ENPLANED      | 3,424  | 3,412  | 4,309  | 942    | 0      | 3,458  |     |     |     |     |     |     | 15,545  |
|                         |                                   | FLIGHTS       | 23     | 25     | 31     | 7      | 0      | 25     |     |     |     |     |     |     | 111     |
|                         |                                   | AVG. ENPL/FLT | 148.87 | 136.48 | 139.00 | 134.57 | -      | 138.32 | -   | -   | -   | -   | -   | -   | 140.05  |
|                         |                                   | LOAD FACTOR   | 75%    | 69%    | 70%    | 68%    | -      | 70%    | -   | -   | -   | -   | -   | -   | 70%     |
| DELTA                   | AIR BUS 319<br>132<br>PASSENGERS  | ENPLANED      | 9,066  | 8,678  | 9,526  | 7,234  | 8,110  | 9,602  |     |     |     |     |     |     | 52,216  |
|                         |                                   | FLIGHTS       | 96     | 91     | 96     | 91     | 93     | 90     |     |     |     |     |     |     | 557     |
|                         |                                   | AVG. ENPL/FLT | 94.44  | 95.36  | 99.23  | 79.49  | 87.20  | 106.69 | -   | -   | -   | -   | -   | -   | 93.75   |
|                         |                                   | LOAD FACTOR   | 72%    | 72%    | 75%    | 60%    | 66%    | 81%    | -   | -   | -   | -   | -   | -   | 71%     |
| UNITED<br>(Skywest)     | ER7 (E75)<br>70<br>PASSENGERS     | ENPLANED      | 131    | 0      | 45     | 0      | 2,008  | 1,393  |     |     |     |     |     |     | 3,577   |
|                         |                                   | FLIGHTS       | 2      | 0      | 1      | 0      | 39     | 22     |     |     |     |     |     |     | 64      |
|                         |                                   | AVG. ENPL/FLT | 65.50  | -      | 45.00  | -      | 51.49  | 63.32  | -   | -   | -   | -   | -   | -   | 55.89   |
|                         |                                   | LOAD FACTOR   | 94%    | -      | 64%    | -      | 74%    | -      | -   | -   | -   | -   | -   | -   | 80%     |
| UNITED<br>(Skywest)     | ER7<br>76<br>PASSENGERS           | ENPLANED      | 2,098  | 2,061  | 2,186  | 1,328  | 600    | 1,034  |     |     |     |     |     |     | 9,307   |
|                         |                                   | FLIGHTS       | 38     | 35     | 36     | 30     | 10     | 16     |     |     |     |     |     |     | 165     |
|                         |                                   | AVG. ENPL/FLT | 55.21  | 58.89  | 60.72  | 44.27  | 60.00  | 64.63  | -   | -   | -   | -   | -   | -   | 56.41   |
|                         |                                   | LOAD FACTOR   | 73%    | 77%    | 80%    | 58%    | 79%    | 85%    | -   | -   | -   | -   | -   | -   | 74%     |
| DELTA<br>(Skywest)      | ER7 (ES4)<br>70<br>PASSENGERS     | ENPLANED      | 450    | 137    | 179    | 0      | 0      | 0      |     |     |     |     |     |     | 766     |
|                         |                                   | FLIGHTS       | 10     | 4      | 5      | 0      | 0      | 0      |     |     |     |     |     |     | 19      |
|                         |                                   | AVG. ENPL/FLT | 45.00  | 34.25  | 35.80  | -      | -      | -      | -   | -   | -   | -   | -   | -   | 40.32   |
|                         |                                   | LOAD FACTOR   | 64%    | 49%    | 51%    | -      | -      | -      | -   | -   | -   | -   | -   | -   | 58%     |
| DELTA<br>(Skywest)      | ER7 (ES5)<br>76<br>PASSENGERS     | ENPLANED      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     |     | 0       |
|                         |                                   | FLIGHTS       | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     |     | 0       |
|                         |                                   | AVG. ENPL/FLT | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -   | -       |
|                         |                                   | LOAD FACTOR   | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -   | -       |
| AMERICAN<br>(Skywest)   | CRJ 700<br>65<br>PASSENGERS       | ENPLANED      | 1,183  | 1,067  | 775    | 57     | 0      | 1,136  |     |     |     |     |     |     | 4,218   |
|                         |                                   | FLIGHTS       | 30     | 26     | 20     | 1      | 0      | 27     |     |     |     |     |     |     | 104     |
|                         |                                   | AVG. ENPL/FLT | 39.43  | 41.04  | 38.75  | 57.00  | -      | 42.07  | -   | -   | -   | -   | -   | -   | 40.56   |
|                         |                                   | LOAD FACTOR   | 61%    | 63%    | 60%    | 88%    | -      | 65%    | -   | -   | -   | -   | -   | -   | 62%     |
| SUN COUNTRY             | B737-800<br>159<br>PASSENGERS     | ENPLANED      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     |     | 0       |
|                         |                                   | FLIGHTS       | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     |     | 0       |
|                         |                                   | AVG. ENPL/FLT | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -   | -       |
|                         |                                   | LOAD FACTOR   | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -   | -       |
| SUN COUNTRY             | B737-700<br>124<br>PASSENGERS     | ENPLANED      | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     |     | 0       |
|                         |                                   | FLIGHTS       | 0      | 0      | 0      | 0      | 0      | 0      |     |     |     |     |     |     | 0       |
|                         |                                   | AVG. ENPL/FLT | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -   | -       |
|                         |                                   | LOAD FACTOR   | -      | -      | -      | -      | -      | -      | -   | -   | -   | -   | -   | -   | -       |
| UNITED AIRLINES         | AIR BUS A319<br>126<br>PASSENGERS | ENPLANED      | 5,760  | 5,556  | 6,017  | 4,906  | 2,807  | 1,929  |     |     |     |     |     |     | 26,975  |
|                         |                                   | FLIGHTS       | 69     | 59     | 63     | 46     | 27     | 26     |     |     |     |     |     |     | 290     |
|                         |                                   | AVG. ENPL/FLT | 83.48  | 94.17  | 95.51  | 106.65 | 103.96 | 74.19  | -   | -   | -   | -   | -   | -   | 93.02   |
|                         |                                   | LOAD FACTOR   | 66%    | 75%    | 76%    | 85%    | 83%    | 59%    | -   | -   | -   | -   | -   | -   | 74%     |
| UNITED AIRLINES         | AIR BUS A320<br>150<br>PASSENGERS | ENPLANED      | 8,300  | 7,981  | 9,728  | 1,673  | 6,172  | 14,383 |     |     |     |     |     |     | 48,237  |
|                         |                                   | FLIGHTS       | 85     | 74     | 81     | 14     | 60     | 121    |     |     |     |     |     |     | 435     |
|                         |                                   | AVG. ENPL/FLT | 97.65  | 107.85 | 120.10 | 119.50 | 102.87 | 118.87 | -   | -   | -   | -   | -   | -   | 110.89  |
|                         |                                   | LOAD FACTOR   | 65%    | 72%    | 80%    | 80%    | 69%    | 79%    | -   | -   | -   | -   | -   | -   | 74%     |
| UNITED AIRLINES         | 737-700<br>126<br>PASSENGERS      | ENPLANED      | 5,844  | 6,759  | 7,072  | 1,905  | 2,333  | 9,403  |     |     |     |     |     |     | 33,316  |
|                         |                                   | FLIGHTS       | 57     | 66     | 70     | 21     | 28     | 95     |     |     |     |     |     |     | 337     |
|                         |                                   | AVG. ENPL/FLT | 102.53 | 102.41 | 101.03 | 90.71  | 83.32  | 98.98  | -   | -   | -   | -   | -   | -   | 98.86   |
|                         |                                   | LOAD FACTOR   | 81%    | 81%    | 80%    | 72%    | 66%    | 79%    | -   | -   | -   | -   | -   | -   | 78%     |
| Total Enplanements      |                                   |               | 46,988 | 47,027 | 51,565 | 21,463 | 27,870 | 57,482 |     |     |     |     |     |     | 252,395 |
| Total Seats             |                                   |               | 67,581 | 64,610 | 66,485 | 30,772 | 39,216 | 72,438 |     |     |     |     |     |     | 340,955 |
| Total Flights           |                                   |               | 547    | 517    | 519    | 245    | 319    | 574    |     |     |     |     |     |     | 2721    |
| Total Load Factor       |                                   |               | 69.53% | 72.79% | 77.56% | 69.75% | 71.07% | 79.35% | -   | -   | -   | -   | -   | -   | 74.03%  |

| JUNE 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         | 2,004               | 3,172           | 8,967       | 11,873       | 2,295               | 3,418           | 8,581       | 12,340       | 37                | 42              | 174         | 181          |
| AMERICAN       | 14,276              | 12,529          | 53,489      | 54,298       | 14,916              | 13,217          | 49,957      | 49,790       | 142               | 128             | 569         | 617          |
| DELTA          | 13,060              | 14,536          | 68,527      | 69,215       | 13,808              | 15,098          | 69,686      | 67,946       | 115               | 127             | 687         | 653          |
| SUN COUNTRY    | 0                   | 355             | 0           | 355          | 0                   | 452             | 0           | 452          | 0                 | 3               | 0           | 3            |
| UNITED         | 28,142              | 23,691          | 121,412     | 104,551      | 31,473              | 27,670          | 124,094     | 107,359      | 280               | 243             | 1,291       | 1,171        |
| TOTALS         | 57,482              | 54,283          | 252,395     | 240,292      | 62,492              | 59,855          | 252,318     | 237,887      | 574               | 543             | 2,721       | 2,625        |
| PERCENT CHANGE | 5.89%               |                 | 5.04%       |              | 4.41%               |                 | 6.07%       |              | 5.71%             |                 | 3.66%       |              |

## ENPLANEMENT/DEPLANEMENT 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         | 47,027         | 48,833         |
| MAR          | 42,218         | 37,708         | 53,990         | 47,033         | 50,621         | 45,361         | 51,565         | 45,313         |
| APR          | 18,834         | 17,318         | 8,492          | 7,915          | 20,551         | 19,320         | 21,463         | 20,847         |
| MAY          | 28,107         | 28,844         | 0              | 0              | 22,559         | 26,039         | 27,870         | 33,630         |
| JUN          | 63,491         | 67,750         | 2,788          | 6,027          | 54,283         | 59,855         | 57,482         | 62,492         |
| 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              |
| <b>TOTAL</b> | <b>508,838</b> | <b>499,609</b> | <b>405,693</b> | <b>402,264</b> | <b>500,742</b> | <b>502,270</b> | <b>252,395</b> | <b>252,318</b> |

## 2024 Tower Operations

|        | COMMERCIAL | GENERAL<br>AVIATION | MILITARY | TOWER<br>TOTALS |
|--------|------------|---------------------|----------|-----------------|
| JAN    | 1066       | 1743                | 14       | 2,823           |
| FEB    | 1034       | 1659                | 8        | 2,701           |
| MAR    | 1004       | 1586                | 18       | 2,608           |
| APR    | 460        | 762                 | 7        | 1,229           |
| MAY    | 610        | 1271                | 23       | 1,904           |
| JUNE   | 1081       | 2365                | 18       | 3,464           |
| JULY   |            |                     |          | -               |
| AUG    |            |                     |          | -               |
| SEPT   |            |                     |          | -               |
| OCT    |            |                     |          | -               |
| NOV    |            |                     |          | -               |
| DEC    |            |                     |          | -               |
| TOTALS | 5255       | 9386                | 88       | 14729           |

\*These numbers do not include aircraft prior to 0700 or after 2100.

# 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  | 1.91%              | 1.91%             |
| FEB    | 1,780  | 1,667 | -6.35%             | -4.70%            | FEB        | 971   | 1,034 | 6.49%              | 8.92%             | FEB     | 2,751  | 2,701  | -1.82%             | 0.05%             |
| MAR    | 1,569  | 1,604 | 2.23%              | -2.60%            | MAR        | 1,134 | 1,004 | -11.5%             | 1.37%             | MAR     | 2,703  | 2,608  | -3.51%             | -1.12%            |
| APR    | 881    | 769   | -12.7%             | -4.07%            | APR        | 441   | 460   | 4.31%              | 1.74%             | APR     | 1,322  | 1,229  | -7.03%             | -1.94%            |
| MAY    | 1,238  | 1,294 | 4.52%              | -2.61%            | MAY        | 444   | 610   | 37.4%              | 5.75%             | MAY     | 1,682  | 1,904  | 13.2%              | 0.33%             |
| JUNE   | 2,091  | 2,383 | 14.0%              | 1.09%             | JUNE       | 1,031 | 1,081 | 4.85%              | 5.51%             | JUNE    | 3,122  | 3,464  | 11.0%              | 2.64%             |
| 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    | 1,678  | -     |                    |                   | DEC        | 808   | -     |                    |                   | DEC     | 2,486  | -      |                    |                   |
| TOTALS | 21,630 | 9,474 |                    |                   | TOTALS     | 9,904 | 5,255 |                    |                   | TOTALS  | 31,534 | 14,729 |                    |                   |

\*These numbers do not include aircraft prior to 0700 or after 2100.

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