

-
- I. Call to Order
 - II. Employee of the Month
 - III. Community Outreach
 - IV. Comments from Grand Teton National Park, Town of Jackson, Teton County, and Public
 - V. Action Items
 - V.A. Consent Agenda
 - V.A.1. 1. Approval of the Minutes
 - V.A.1.a. June 18, 2025 Board Meeting
 - V.A.1.b. June 18 – 20, 2025 Board Retreat
 - V.A.2. Resolution 2025-04 for AIP 85 (Conceptual Planning Study)
 - V.A.3. Resolution 2025-05 for AIP 86 (Construct Deicing Pad and Containment Facility Phase 3 Pavement Base Course)
 - V.A.4. Resolution 2025-06 for AIP 88 (Construct Deicing Pad and Containment Facility Phase 4 – Paving, Containment System, and Associated Equipment)
 - V.A.5. Equipment Purchase Agreement Global Ground Support (Aircraft Deice Truck)
 - V.B. Financial Reports
 - V.C. Resolution 2025-07 for Procurement Policy and Code of Conduct for Procurement
 - V.D. Knife River Notice of Award, Notice to Proceed and Contract for Schedules V (Partial) and VI (Partial) of Phase 2 of the Deice Pad Project
 - V.E. Wadman Agreement for Rental Car Wall and Restroom Improvements Project Construction
 - VI. Director's Comments
 - VI.A. Activity Reports
 - VI.B. Operations/Security/FBO Updates
 - VII. Board Comments
 - VIII. Executive Session
 - IX. Adjourn



MINUTES OF THE JACKSON HOLE AIRPORT BOARD MEETING

DATE: June 18, 2025

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

OTHER PRESENT: Jim Elwood, Michelle Anderson, Dustin Havel, Anna Valsing, Jermy Barnum, Tony Cross, Jamie Miles, Aimee Crook, Jordyn McDougall, Kevin Dunnigan, Jac Stelly, Alton George, Esther Borja, Kevin Dunnigan, Andrew Wells, Taylor Gemmel, Apinya Wright, Bryce Beatty, Jesse Bradberry, and Gina Van Slyke, Jackson Hole Airport; Jessica Brown, Grand Teton National Park; Hilary Fletcher and Paul Fiore, Woolpert, Inc.; Mike Mahoney, KLJ Engineering; and Dan Reimer, Airport Attorney. Other individuals not individually documented were present in person or watched the meeting through the Webex Platform.

I. CALL TO ORDER: President Wallace called the Board Meeting to order at 9:01 AM.

Elwood welcomed longtime FAA partner John Bauer, who recently retired after nearly 30 years of service, including his role as Manager of the Denver ADO. Bauer offered a heartfelt thank you, reflecting on his time working with both the Airport and the National Park Service. He praised the team for their collaboration and commended them on the significant progress made at the Airport over the years.

II. EMPLOYEE OF THE MONTH: Havel recognized May and June Employees of the Month – the Maintenance and Ops teams.

III. COMMUNITY OUTREACH: Barnum introduced himself in his new role as Chief Communications Officer and shared that the Airport's mission and vision strongly aligned with his background at the National Park Service. He highlighted several recent outreach efforts, including the Airport's Dark Sky certification announcement, which received national attention. He also noted the Airport's support for the Jackson Hole Summit on Energy, Environment, and Economics. Barnum shared that staff participated in the Old West Days Parade, the Touch-a-Truck event, and led a preschool tour of airport facilities—offering young community members a behind-the-scenes look at the Airport.

IV. COMMENTS FROM GRAND TETON NATIONAL PARK, TOWN OF JACKSON, TETON COUNTY, AND THE PUBLIC: Jessica Brown, Grand Teton National Park, Branch Chief Project Management, provided a detailed update on construction and transportation projects through 2028, including Moose-Wilson Road reconstruction, Taggart and Mormon Row trailhead improvements, roundabout and pathway developments, and pavement preservation work.

V. ACTION ITEMS:

A. CONSENT AGENDA

1. Approval of the Minutes – April 16, 2025, Board Meeting
2. Equipment Purchase – M-B Companies (2) MB2 Plow Truck/Carriers
3. Equipment Purchase – Eagle & Myslik Inc. (2) Overaasen RS400 Performance Line Runway Sweepers
4. Equipment Purchase – Eagle & Myslik Inc. (26) Cassettes (Snow Removal Brushes)
5. New Vehicle Purchase – KIG Vehicle Concepts LLC Ford Transit
6. Equipment Purchase – VLCM VMS Recording Server
7. Resolution 2025-01: Region 8 Hazard Mitigation Plan Acceptance
8. Jedediah Price Adjustments
9. Woolpert 20th Amendment – Backup AWOS Design, Bidding, and construction Administration/Management
10. Resolution 2025-02: AIP 84
11. Knife River Notice of Award and Contract Schedules II, III, and IV of Phase 2 of the Deice Pad Project
12. Resolution 2025-03: FY25-26 Establishment of Fees and Charges

Turley moved to approve the consent agenda items A1 - A12. McLaurin seconded the motion, which passed unanimously.

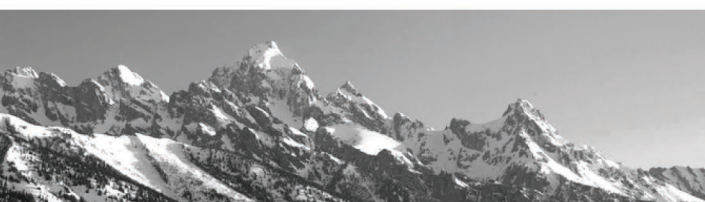
B. FINANCIAL REPORTS: Anderson presented financials for April and May 2025. She reported that while both income and expenses were below budgeted levels, net revenues were above projections.

Liebzeit moved acceptance of the financial reports for April and May 2025. Brown seconded the motion, which passed unanimously.

C. WOOLPERT 18TH AMENDMENT – ELECTRIC VEHICLE CHARGING STATION DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION/MANAGEMENT: Havel stated that this 18th Amendment to the Woolpert Agreement is for the design, bidding, and construction administration and management for this project. He said the total cost of this Amendment is \$299,261. He advised that an independent fee estimate (IFE) had been completed and came in within 10% of the required amount, as mandated by federal law. Havel noted that the DOT grant will cover \$239,968 (80%) of the costs of the Amendment.

Havel said that eight existing EV chargers at Jackson Hole Airport occupy 1.5% of the 527 publicly available parking spots. He noted that from September 20th, 2024, to March 19th, 2025, at least seven of the eight available stalls (87.5%) were utilized for 140 days out of a 180-day monitoring period.

The Board advised staff to explore options for retrofitting the eight existing EV charging stations to transition from a no-fee to a fee-based system.



Brown moved approval of the 18th Amendment to the Woolpert On-Call Engineering Agreement for the Electric Vehicle Charging Stations Design, Bidding, and Construction Administration/Management in the form presented, in the amount of \$299,261, with spending capped at \$55,965 for preliminary design and survey. Turley seconded the motion, which passed unanimously.

D. DOT CFI GRANT – SUBAWARD AGREEMENT WITH TOWN OF JACKSON: Havel presented the subaward agreement related to the Charging and Fueling Infrastructure (CFI) Grant Program. He explained that this formal agreement with the Town of Jackson supports the development of EV charging infrastructure on airport property and ensures compliance with federal grant requirements.

Turley moved approval of the Subaward Agreement with the Town of Jackson for the Charging and Fueling Infrastructure (CFI) Grant Program in the form presented. McLaurin seconded the motion, which passed unanimously.

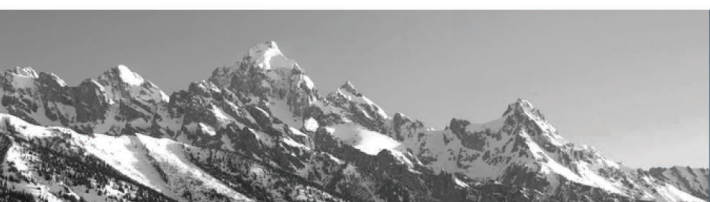
E. WOOLPERT 19TH AMENDMENT – AVIATION SAFETY FACILITY CONCEPTUAL PLANNING STUDY: Elwood presented the 19th Amendment to the Woolpert On-Call Engineering Agreement, which authorizes conceptual planning for a new Aviation Safety Facility. He stated that this effort will help define the location, size, and functions of a future firehouse and support facilities, based on FAA response time requirements. Elwood stated that the scope encompasses planning, programming, preliminary design, and early cost estimating to support future grant applications.

Brown moved approval of the 19th Amendment to the Woolpert On-Call Engineering Agreement for the Aviation Safety Facility Conceptual Planning Study in the form presented and in the amount of \$2,107,475. Liebrecht seconded the motion, which passed unanimously.

F. HB WORKPLACES AGREEMENT – ADMINISTRATION AND FBO BUILDING FURNITURE PURCHASE: Valsing presented an agreement with HB Workplaces for furniture in the new Administration and FBO building. She explained that the furniture package would support the building that's currently under construction and highlighted the importance of functionality, durability, and ergonomic quality. Valsing noted that timely approval was essential to keep the construction schedule on track and avoid delays in furniture installation.

McLaurin moved approval of the Agreement with HB Workplaces for the Administration and FBO Building furniture purchase, in the form presented and the amount of \$1,038,673 plus a 7.5% contingency for a total approval amount of \$1,116,574. Turley seconded the motion, Brown abstained, and the motion carrier 4-0.

VI. DIRECTOR COMMENTS: Elwood presented the activity reports. He said that general aviation (GA) operations increased by 0.62% and commercial operations increased by 13.9% compared to May 2024. He stated that May enplanements totaled 32,102, representing a



15.18% increase from the previous year. He noted that the year-to-date load factor has increased by 2.52%.

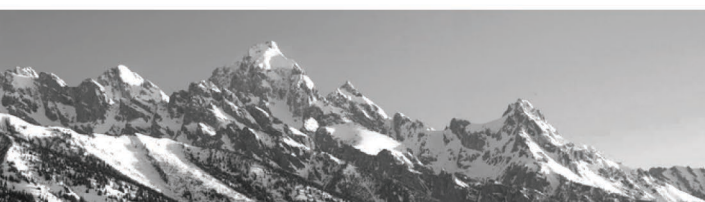
Crook provided a Security update, Foster provided an FBO update, and Havel provided an Operations & Maintenance update.

VII. BOARD COMMENTS: The Board advised that there will be a Board Retreat immediately after the Board Meeting, and the next meeting is on August 20, 2025.

VIII. ADJOURNMENT: Turley motioned to adjourn the meeting at 10:44 AM. Brown seconded the motion, which passed unanimously.

Rob Wallace, President

Ed Liebzeit, Secretary



JACKSON HOLE AIRPORT

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

James P. Elwood, AAE, Executive Director



MINUTES OF THE JACKSON HOLE AIRPORT BOARD RETREAT

DATE: June 18, June 19, and June 20, 2025

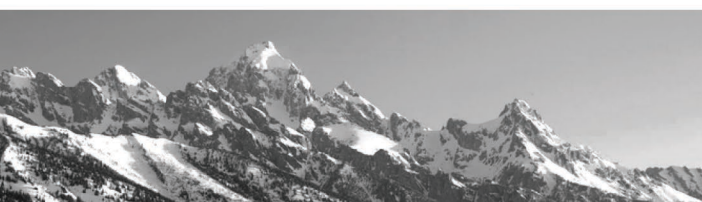
BOARD PRESENT: Valerie Brown, Ed Liebrecht, Bob McLaurin, Melissa Turley, and Rob Wallace

OTHERS PRESENT: Jim Elwood, Anna Valsing, Dan Reimer, and Hilary Fletcher

- I. **WELCOME:** Board President Wallace opened the retreat and welcomed those in attendance.
- II. **REGULATORY AND LEGISLATIVE UPDATE:** Dan Reimer provided an overview of the current regulatory environment under the new federal administration. He reviewed the status of litigation associated with changes to the FAA Grant Assurances, grant agreements, the DBE program and PFAS. In addition, he discussed the current AIP grant program and funding availability and changes to the FAA staffing levels at the Airports District Office and Headquarters.
- III. **ADMINISTRATIVE UPDATES:** Valsing discussed the current procurement process and a request to consider both a change to staff signatory authority levels and the addition of an informal procurement process. After general discussion, the Board agreed to the addition of an informal procurement process up to \$250,000 for purchases with the understanding that exceptions would be compliance with state law or if deemed to be in the best interest of the airport. The Board also agreed that all contracts over \$150,000 go to the Board for approval and signature. Valsing advised that a draft policy will be provided to the Board shortly with anticipated Board meeting review in August.

The Board discussed the future restaurant concession procurement. Valerie shared that the Wyoming food pricing has increased 5.6% in this district and the concession request of 6% is reasonable. Discussion moved to discussion to retain a concession consultant to assist the airport in analysis of existing conditions and development of an RFP for the concession's opportunity. The Board agreed to the use of a consultant and stated a desire for the consultant selection to be based on desired outcomes rather than best financial proposal.

EXECUTIVE SESSION: The Board entered into an Executive Session at 3:30 p.m. and concluded at 5:00 p.m.



JACKSON HOLE AIRPORT

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

James P. Elwood, AAE, Executive Director

The Board reconvened on June 19.

IV. TRANSPORTATION DISCUSSION: Bruce Abel provided some current stats regarding ridership and costs for the initial year and last year. He indicated that the Transit Authority budget is going forward with the same level of service as the prior years. They are exploring options to adjust the resources (scheduling) to improve ridership. Dan Reimer reviewed what the FAA agreed to for the first trial year and what parameters exist regarding the expenditure of airport funds for transit. The attendees identified a list of ideas about how to improve the shuttle ridership.

V. YEAR IN REVIEW: The Board identified items that went well and opportunities for improvement over the past twelve months. The Board acknowledged such things as the budget process, staff accomplishments, the Dark Skies recognition and positive Board relationships as some of the items that went well. Items that could be improved included a clear succession plan for executive leadership, progress on the airport parking situation, and improved shuttle ridership among others.

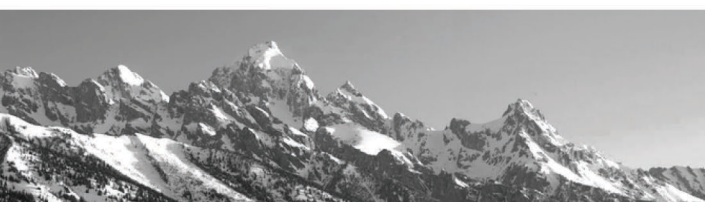
ADDITIONAL ATTENDEES: Dustin Havel, Craig Foster, Aimee Crook, Andrew Wells, Jac Stelly, Michelle Anderson, Tony Cross, Jeremy Barnum, and Kevin Dunnigan.

VI. STAFF UPDATES: Airport staff joined the meeting to provide brief updates to the Board. General discussion followed each presentation. Updated included:

- a. Operations – calls for service, hub for reporting and resolving issues airport-wide, trainings, and internships.
- b. Fixed Base Operations – fuel safety.
- c. Security – 24-hour security services, badging, and threat assessment and mitigation.
- d. Technology – recovery and mitigation of lightning strikes, cybersecurity monitoring and vulnerability management.
- e. Environmental – focus on putting environmental commitment into practice with equipment and operations.
- f. Financial – capital project process from concept to implementation.
- g. Human Resources – focus on recruitment activities and processes

VII. COMMUNICATION GOALS DISCUSSION: Jeremy Barnum discussed the overall benefits of the exceptionally strong brand that the Airport has because of its unique location in the Park. In addition, he discussed communication values, goals, community interaction, and challenges.

VIII. VOLUNTEER ACTIVITY: The Board and staff participated in a volunteer activity pulling weeds with Grand Teton National Park staff.



JACKSON HOLE AIRPORT

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

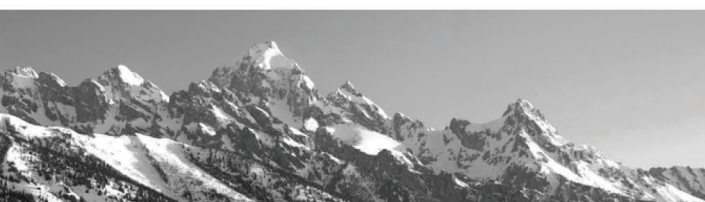
James P. Elwood, AAE, Executive Director

The Board reconvened on June 20.

- IX. MEETING WITH GTNP SUPERINTENDENT CHIP JENKINS:** Superintendent Jenkins and the Board discussed the recent congressional visit and congressional staff tour of the Park associated with the National Association of Counties event. Discussion moved to the Headwaters group to understand the issues of down water users for the Snake River and concerns. Superintendent Jenkins expressed appreciation for the positive working relationship with the Park and the airport on a variety of issues. In addition, he noted that the airport Park Store has the highest value of all the TTA bookstores. With the upcoming 100th anniversary, there is an opportunity to recognize accomplishments and how to use that stewardship going into the next century. General discussion ensued with the Board.
- X. VISION STATEMENT AND WORKING AGREEMENTS:** After discussion, the Board agreed to the following revised statement:
- a. *To be recognized as leader in delivering a positive and unique guest experience, an unwavering commitment to safety, environmental stewardship, and a culture based on people helping people.*
 - b. After reviewing the current working agreements, the Board added the following item - *Assume positive intentionality.*
- XI. BOARD OPEN DISCUSSION:** General discussion ensued, and the Board identified key takeaways for staff to follow-up over the next few months. At the Board's request, Jim Elwood shared his priorities as focusing on experience rather than infrastructure, progress on the high school aviation program, continued professional development of staff and being the employer of choice. The Board discussed potential dates for the 2026 retreat.
- XII. ADJOURN:** McLaurin made a motion to adjourn the retreat at 11:15 am on June 20, 2025. Brown seconded the motion.

Rob Wallace, President

Ed Liebrecht, Secretary



JACKSON HOLE AIRPORT

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

James P. Elwood, AAE, Executive Director

RESOLUTION NO. 2025-04
OF THE
JACKSON HOLE AIRPORT BOARD
ACCEPTING GRANT AGREEMENT
WITH THE FEDERAL AVIATION ADMINISTRATION
AIP Grant No. 3-56-0014-85-2025
August 20, 2025

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 "Conduct Miscellaneous Study" and will be in an amount of One Million Nine Hundred and Eighty-Five Thousand One Hundred and Thirty-Two Dollars (\$1,985,132);

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 One Million Nine Hundred and Eighty-Five Thousand One Hundred and Thirty-Two Dollars (\$1,985,132);

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 3-56-0014-85-2025 in an amount of One Million Nine Hundred and Eighty-Five Thousand One Hundred and Thirty-Two Dollars (\$1,985,132); annexed hereto as **Exhibit A**, for the project of "Conduct Miscellaneous Study", 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 20th day of August 2025.

JACKSON HOLE AIRPORT BOARD

By: _____
Rob Wallace, President

ATTEST

By: _____
Ed Liebrecht, 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

July 8, 2025

Mr. Rob Wallace, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Arne Jorgensen, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

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

Dear Mr. Wallace, Mayor Jorgensen, and Commissioner Newcomb:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-085-2025 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 29, 2025**.
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 \$1,000,000 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. John Sweeney, (303) 342-1263, john.sweeney@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,

A handwritten signature in blue ink that reads "Jesse A. Lyman". The signature is written in a cursive, flowing style.

Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 8, 2025	
<hr/>		
Airport/Planning Area	Jackson Hole Airport	
<hr/>		
Airport Infrastructure Grant Number	3-56-0014-085-2025	[Contract No. DOT-FA25NM-1059]
<hr/>		
Unique Entity Identifier	KELEZHCKXHL6	
<hr/>		

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 May 28, 2025, 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:

Conduct Miscellaneous Study

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 April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 \$1,985,132.

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):

\$1,985,132 for planning

\$0 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) except as noted in 49 U.S.C § 47142(b).

- 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 except as stated in 49 U.S.C § 47142(b).
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 Sponsors are 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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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 August 29, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. 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.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
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 \$1,000,000 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 (SAM.gov) exclusions 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 it has 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.

1. *Posting of contact information.*
 - a. 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.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA’s right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. “Employee” means either:
 - i. An individual employed by the recipient 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 the recipient 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 requirements.
- b. “Private Entity” means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

- ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” 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 31, 2024, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
- 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)] 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 its 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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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 April 2025. 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>.
31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
 - a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and
 - b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
33. **National Airspace System Requirements**
 - a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
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.

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.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jesse A Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

¹ 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.²

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)

² 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 (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.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ 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.⁴

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)

⁴ 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 (IIJA) (P.L. 117-58) of 2021; 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.⁵

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

⁵ 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.⁶

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)

⁶ 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 (IIJA) (P.L. 117-58) of 2021,; 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.⁷

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

⁷ 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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- 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.¹
- 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.) (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.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- 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.²
- 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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- 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.¹
- 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.¹
- 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).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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.^{1, 2}
- 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.¹
- 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)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 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.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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 49 U.S.C. § 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 (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, all businesses 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 , 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, 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 28, 2025.

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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

**RESOLUTION NO. 2025-05
OF THE
JACKSON HOLE AIRPORT BOARD
ACCEPTING GRANT AGREEMENT
WITH THE FEDERAL AVIATION ADMINISTRATION
AIP Grant No. 3-56-0014-86-2025
August 20, 2025**

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 3 – Pavement Base Course)" and will be in an amount of One Million One Hundred and Fifty-Eight Thousand Five Hundred and Seventy-Five Dollars (\$1,158,575);

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 One Million One Hundred and Fifty-Eight Thousand Five Hundred and Seventy-Five Dollars (\$1,158,575);

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 3-56-0014-86-2025 in an amount of One Million One Hundred and Fifty-Eight Thousand Five Hundred and Seventy-Five Dollars (\$1,158,575); annexed hereto as **Exhibit A**, for the project of "Construct Deicing Pad and Containment Facility (Phase 3 – Pavement Base Course)", 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 20th day of August 2025.

JACKSON HOLE AIRPORT BOARD

By: _____
Rob Wallace, President

ATTEST

By: _____
Ed Liebrecht, 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

Mr. Rob Wallace, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Arne Jorgensen, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

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

Dear Mr. Wallace, Mayor Jorgensen, and Commissioner Newcomb:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-086-2025 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 29, 2025**.
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 \$1,000,000 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,

Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area

Jackson Hole Airport

Airport Infrastructure Grant
Number

3-56-0014-086-2025

[Contract No. DOT-FA25NM-1095]

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 May 28, 2025, 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 3 - Pavement Base Course)

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 April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 \$1,158,575.

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

\$1,158,575 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) except as noted in 49 U.S.C § 47142(b).

- 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 except as noted in 49 U.S.C § 47142(b).

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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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 August 29, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. 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.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
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 \$1,000,000 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 (SAM.gov) exclusions 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 debar 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.**

- 1. *Posting of contact information.*
 - a. 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.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or

- ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provisions applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions. For purposes of this Grant award, term:*
 - a. "Employee" means either:
 - i. An individual employed by the recipient 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 the recipient 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 requirements.

b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" 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.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
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 its 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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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 April 2025. 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>.
31. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
 - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. National Airspace System Requirements

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **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).

37. **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. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

38. **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.

39. **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.
40. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
41. **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.

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.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

¹ 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.²

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)

² 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 (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.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ 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.⁴

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)

⁴ 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 (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.⁵

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

⁵ 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.⁶

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)

⁶ 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 (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.⁷

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

⁷ 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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- 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.¹
- 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.) (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.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- 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.²
- 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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- 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.¹
- 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.¹
- 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).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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.^{1, 2}
- 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.¹
- 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)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 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.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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 49 U.S.C. § 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 (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, all businesses 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 , 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, 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:
 - i. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - ii. 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 28, 2025.

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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

**RESOLUTION NO. 2025-06
OF THE
JACKSON HOLE AIRPORT BOARD
ACCEPTING GRANT AGREEMENT
WITH THE FEDERAL AVIATION ADMINISTRATION
AIP GRANT NO. 3-56-0014-88-2025
August 20, 2025**

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

WHEREAS, the Federal Aviation Administration (“FAA”) has tendered a draft Grant Agreement in the form attached hereto as **Exhibit A** for the purpose of “Construct Deicing Pad and Containment Facility (Phase 4 – Paving, Containment System and Associated Equipment)” in the amount of no more than TWENTY-ONE MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS (\$21,732,914);

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 substantially the same form as that annexed hereto as **Exhibit A** in an amount of no more than TWENTY-ONE MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS (\$21,732,914);

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 3-56-0014-88-2025 in an amount of no more than TWENTY-ONE MILLION SEVEN HUNDRED THIRTY TWO THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS (\$21,732,914), in substantially the form annexed hereto as **Exhibit A**, for the project of “Construct Deicing Pad and Containment Facility (Phase 4 – Paving, Containment System and Associated Equipment)” 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 20th day of August 2025.

JACKSON HOLE AIRPORT BOARD

By: _____
Rob Wallace, President

ATTEST

By: _____
Ed Liebzeit, 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")}}

Mr. Rob Wallace, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Arne Jorgensen, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

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

Dear Mr. Wallace, Mayor Jorgensen, and Commissioner Newcomb:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-088-2025 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 12, 2025**.
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 \$1,000,000 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,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

DRAFT



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 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 3-56-0014-088-2025 [Contract No. DOT-FA25NM-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 August XX, 2025, 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 4 - Paving, Containment System, and Associated Equipment)**

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 April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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.

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) except as noted in 49 U.S.C § 47142(b).

- 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 except as noted in 49 U.S.C § 47142(b).

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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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 12, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. 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.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
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 \$1,000,000 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 (SAM.gov) exclusions 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 debar 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.**

- 1. *Posting of contact information.*
 - a. 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.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or

- ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient 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 the recipient 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 requirements.

b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" 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.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
- 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 its 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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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 April 2025. 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>.
31. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
 - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **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).
37. **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. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
38. **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.

39. 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.
40. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
41. **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.

DRAFT

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.¹

**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)

¹ 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.²

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)

² 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.³

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)

³ 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.⁴

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)

⁴ 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.⁵

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)

⁵ 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.⁶

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)

⁶ 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.⁷

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)

⁷ 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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- 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.¹
- 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.) (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.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- 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.²
- 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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- 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.¹
- 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.¹
- 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).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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.^{1, 2}
- 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.¹
- 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)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 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.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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 49 U.S.C. § 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 (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, all businesses 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 , 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, 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:
 - i. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - ii. 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of August XX, 2025.

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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



PURCHASE AGREEMENT CONFIRMATION AUTHORIZATION AND ACCEPTANCE

The undersigned confirms and agrees to all Terms and Conditions set forth in Jackson Hole Airport RFP for General Aviation Deicing Truck (Global Proposal #25.036) dated August 6, 2025 for One (1) Global Ultimate One 2200 Deicer Model #2200SE-EC-AP-SO, as outlined below:

A. Base Price Per Unit FOB-Destination: \$561,976.00

The following items are included in the pricing:

- Special Features included:
 - One Man Operation (Single Operator) with back/rear mounted monitors (review video camera)
 - Signet Fluid Flow Monitoring System with Printer Type 1 & Type IV
 - Suction Fill Type I & Type IV with Stand Pipe and Hose Kit
 - Fluid Sampling
 - Winterization
 - Diagnostic software with cable
- Delivery
- Commissioning
- Training
- 3-Year warranty (excludes chassis)
 - 2-years for parts & labor
 - Followed by 1-year parts only coverage

B. Additional Deicer Options Requested:

- Auto-Lube System for Hardi Pumps \$ 2,928.00
- Fire Extinguisher, Ansul Automatic System (LVS) \$ 20,800.00

The Buyer is solely responsible for activating the fire suppression system after taking delivery of the vehicle. All costs associated with the activation, including but not limited to testing, certification fees, and any necessary adjustments, shall be borne by the Buyer. The Seller shall not be liable for any damages, losses, or injuries that may occur in the event that the fire suppression system fails to deploy, regardless of the cause of such failure. It is the Buyer's responsibility to ensure that the fire suppression system is properly activated, maintained, and functioning in accordance with all applicable laws, regulations, and manufacturer's manual and instructions.

TOTAL \$585,704.00

Upon both parties confirmation and acceptance, this will become an order to proceed.

Global Ground Support, LLC
540 East Hwy 56
Olathe, Kansas 66061 USA

Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001 USA

Signature:
Title:

Signature:
Title:

Date

Date



TERMS AND CONDITIONS

Currency:	U.S. Dollars are governing currency
Commissioning:	Global will provide commissioning services, for the deicer, after receiving notification that the unit(s) have arrived at the final destination point. This commission service includes up to 16 hours maintenance and operation training.
Entirety:	This proposal represents the entire proposal between the parties and will supersede and replace any other written or oral agreements that may have been made, including, without limitation, any terms and conditions contained in any purchase order or previous proposal. Customer acknowledges and agrees that this Proposal represents an offer by Global to sale goods to Customer and is not an acceptance of any prior offer made by Customer. Any modification of this proposal shall be invalid unless in writing and signed by an authorized representative of Global.
Overseas Quotations:	This quotation is being offered on the assumption the equipment being quoted will be used in the country requesting the quotation and will not be re-exported. Should the end user and destination be different, please notify Global Ground Support of the user name and location.
Destination Control Statement (DCS):	These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from Global Ground Support, LLC and the U.S. government or as otherwise authorized by U.S law and regulations.
Shipping Terms:	FOB Destination – Jackson Hole, Wyoming
Freight:	Unit price includes Freight.
Taxes and Fees:	The Customer is responsible for all taxes, levies, duties, fees and other charges whatsoever imposed by any entity outside the United States, unless specifically indicated otherwise in the Order/Contract. For shipments delivered within the United States, the Buyer is responsible to report and pay all sales, use or other taxes to all local, state and federal officials as applicable.
Payment Terms:	<p>Payment in full prior to shipment from factory.</p> <p>Acceptable Payment methods are: Wire Transfer; EFT; ACH; Check Credit Card Payments NOT ACCEPTABLE over \$25,000 USD.</p> <p><i>LATE PAYMENT CHARGES: In the event Buyer shall fail to pay when due any amount required to be paid by Buyer to Seller hereunder, Buyer shall pay Seller interest on such delinquent payment at the maximum lawful interest rate allowed in Kansas, but in no event exceeding eighteen percent (18%) per annum from the date on which said payment was due until paid together with all expenses of collection and reasonable attorney's fees. Payment delays due to lender financing arrangements will also be subject to this fee.</i></p>
Tariff Standards:	In the event that any new or increased tariffs, duties, or similar government-imposed trade restrictions result in an aggregate additional material cost exceeding Five Thousand Dollars (\$5,000) during the production of the vehicle(s), Global shall have

the right to unilaterally adjust the Contract Price to reflect the actual additional cost incurred by Global. Global shall provide written notice to Buyer detailing the tariff changes and the corresponding price adjustment. Buyer must acknowledge within Ten (10) calendar days of notification. Buyer shall remain obligated to pay the adjusted Contract Price, and failure to do so shall constitute a material breach of this Agreement.

Cancellation: All requests for cancellation or changes to a Purchase Order with Global Ground Support, LLC, must be submitted formally in writing by the Customer. In the event that Customer cancels or changes a Purchase Order, Customer agrees to pay a restocking fee of not less than 35% for Standard Products and 100% for Custom Products of the dollar value noted on the Purchase Order line item(s) cancelled.

Deposit and Forfeit of Contracted Equipment Due to Non-Receipt of Final Payment:

The Parties ("Customer" and "Global" collectively) agree that the Customer shall provide a nonrefundable deposit payment to Global upon receipt of the Contract and/or Purchase Order. Thereafter, Global will complete and prepare the equipment for shipment and immediately contact the Customer for the final payment, as well as pick-up arrangements. However, in the event the Customer fails to submit the final payment as stipulated in the Contract and/or Purchase Order, Global will formally notify you promptly that the final payment has not been received and allow a ninety (90) day remedy to cure. If after the ninety (90) days, Customer shall be in breach of Contract. We will thereafter consider this matter closed and your Contracted equipment shall remain the property of Global. Whereas, Global shall have the right to re-sell the equipment.

Storage Fees: New manufactured equipment must be shipped to destination within 14 days of completion or daily storage fees of \$100.00 USD will be applied, per day/per piece.

Risk of Loss: Ownership and Risk of Loss of all equipment merchandise and goods included in the Global invoices shall be controlled by applicable Incoterms. Incoterms may be viewed and downloaded from <http://www.iccwbo.org/incoterms>.

Global will not be responsible for any delay in performance occasioned by causes beyond its reasonable control and not occasioned by its intentional acts, fault or negligence, and including acts of God or public enemies, industrial or civil disturbances, orders of any governmental or military entity having authority to act, or failure of suppliers for one of the foregoing reasons to provide parts and component to Global in a timely manner.

Shipment Delivery: **Approximately:** 15 to 30 Days After Receipt of Order and no later than December 1, 2025. *Subject to chassis and material availability, production process openings and prior orders received.*

Performance Deliveries: Seller shall not be liable for delays in performance, manufacturing, or delivery resulting from causes beyond its reasonable control, including, but not limited to: acts of Customer, Force Majeure, acts of civil or military authority, acts of terrorism, fires, delays in transportation, shortages, delays with other parties, obtaining necessary labor or other difficulties beyond Seller's control. In the event of any such delay, the date of performance and/or delivery shall be extended for the period of time the Parties agree to.

Delivery: Global deicers are not designed for operation on public roads and it should not be permitted. The deicers must be trailer transported to the customer's location.

Security Interest:	Global retains, and Buyer hereby grants to Global, a security interest in all equipment, merchandise and goods included in Sellers invoice until such items are fully paid for. In the event of any default by Buyer in the prompt payment when due, of the purchase price of any and all equipment, merchandise and goods covered by Global's invoice, Global may at once and without process of law take possession of any and all equipment, merchandise and goods. Buyer will execute such separate security agreements, financing statements and other documents as Seller may request in order to create, perfect and maintain said security interest.
Spare Parts:	Global can offer a recommended spares list tailored to our customer needs, this is intended to reduce incidental downtime. The recommended spares package will be priced separately upon request .
Decals/Placards:	Decals/Placards shall be in English unless otherwise requested. Additional cost shall apply. Bilingual placards will be provided for an additional cost. The Sales Representative or Customer is responsible to provide all translation to Global at no cost.
Training at Factory:	Global conducts Factory Training Classes prior to the start of each season. Consult the factory to schedule attendance and for price schedule.
Validity:	This proposal is only valid for 30 Days and subject to change at any time or subject to unilateral extension by Global.
Limited Warranty:	<p>Subject to the Exclusive Remedy section below, the limited warranty for new units is for manufacturing defects of which Global is notified in writing within two (2) years (excludes chassis – see <i>chassis registration</i>). This 3-year warranty includes 2 years of coverage for both parts and labor, followed by 1 year of parts-only coverage. There are no other warranties, express or implied, which extend beyond the description on the face of this proposal. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THIS PROPOSAL EXCLUDES THE IMPLIED WARRANTIES OF MERCHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>Three-Year warranty, the following shall apply:</p> <ul style="list-style-type: none"> • <i>Customer shall purchase all the Preventative Maintenance “(PM)” parts from the OEM – Global Ground Support, LLC, specific parts are listed within the equipment manual.</i> • <i>In the event the Customer fails to purchase the noted parts from the OEM, Customer will therefore void the terms of the extended warranty.</i> <p>Chassis Registration, the following shall apply:</p> <ul style="list-style-type: none"> • <i>The Buyer must register the chassis warranty by contacting the chassis manufacturer within thirty (30) days of final delivery of the vehicle(s).</i> • <i>Failure to complete the registration within this period may render the chassis warranty null and void. It is the sole responsibility of the Buyer to ensure timely registration in accordance with the manufacturer's instructions.</i>
Exclusive Remedy:	The parties agree that Customer's exclusive remedy shall be the actual cost of repairing or replacing defective goods or parts. In no event shall Global be liable for any other losses or damages, including, without limitation, any indirect, incidental, consequential or special damages (including, without limitation, loss of profits, loss of revenue, cost of capital, lost business opportunities, cost of substitute equipment, downtime, claims of third parties, and injury to person or property) based on any claim sounding in warranty, contract, tort, statute, or otherwise. This exclusive remedy provision and the limited warranty provision above allocate risks between

Global and Customer, and that allocation is recognized by both parties and is reflected in the price of the goods which are the subject of this Proposal.

Notwithstanding anything to the contrary herein, and without limiting the preceding paragraph, the parties agree that Global shall have no liability for any willful misconduct or gross negligence, personal injury, and/or property damage due, in whole or in part, to improperly maintained or unattended equipment; operation by inadequately trained or untrained personnel; users not following safety warnings, instructions or requirements; alteration/repair/replacement of components not expressly authorized by Global in writing; use of equipment beyond its intended purpose; or, the design, manufacture, maintenance, or operation of equipment not originally manufactured by Global. This exclusive remedy does not include consumable items, oils, brake pads, hood latches and batteries.

Severability: If any provision of this Proposal is ruled unlawful for any reason, all other provisions which are not dependent on the enforcement of the unlawful provision shall remain valid and binding.

Governing Law: The Governing Law shall be the State of Kansas, United States of America, and shall, for all purposes, be governed by and construed under the laws thereof. No choice of law rule of any other jurisdiction, which would cause any such matter to be referred to the law of any jurisdiction other than the law of Kansas, shall be given any force or effect.

Arbitration: The Parties agree to binding arbitration for any dispute arising out of an Order/Contract or any claim arising under any federal, state or local statutes, laws or regulations, under the applicable commercial rules of the American Arbitration Association and 9 U.S.C. § 1, et. seq. Any arbitration will be held in the Kansas City, Missouri metropolitan area and be subject to the applicable Governing Law provision noted herein. The outcome of binding arbitration is binding on each party's successors and assignees.

JUNE 2025 FINANCIAL DASHBOARD

JULY 1 –
JUNE 30

Income **\$97,463,312**

Expense **\$76,063,689**

Net Revenue* **\$21,399,623**

(*excluding capital)

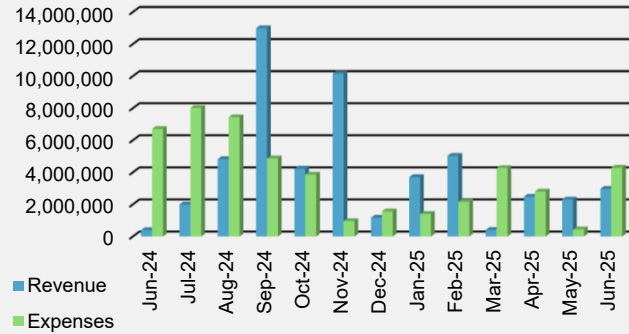
% CHANGE
FROM
BUDGET

-8%

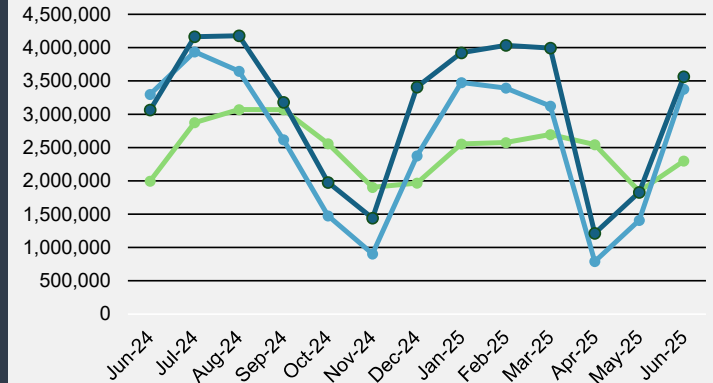
-20%

+91%

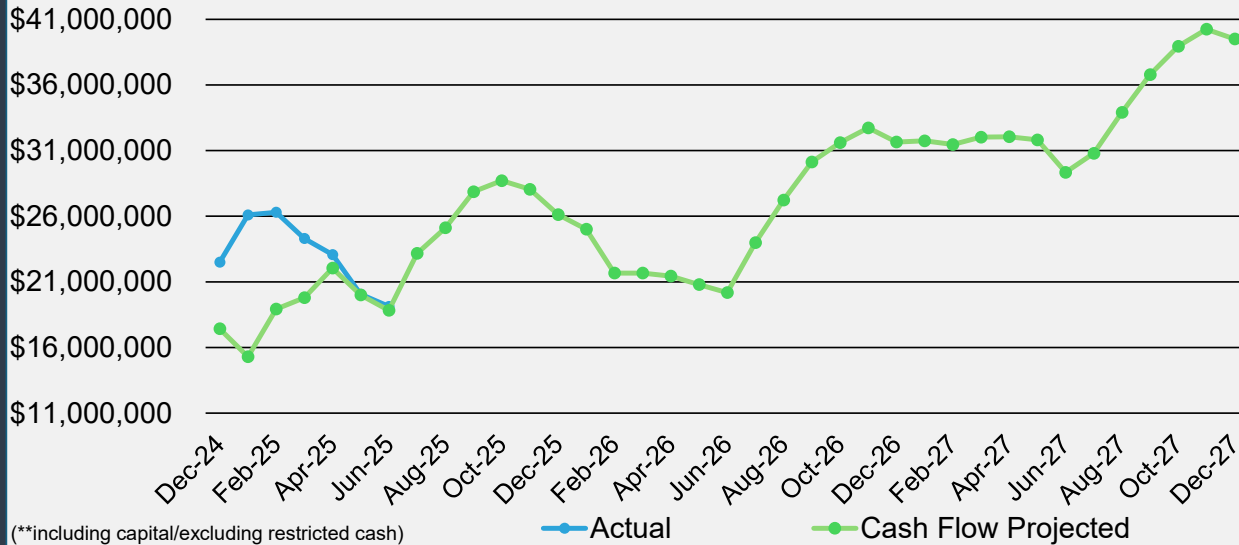
Capital (13 Months)



Revenues (13 Months)

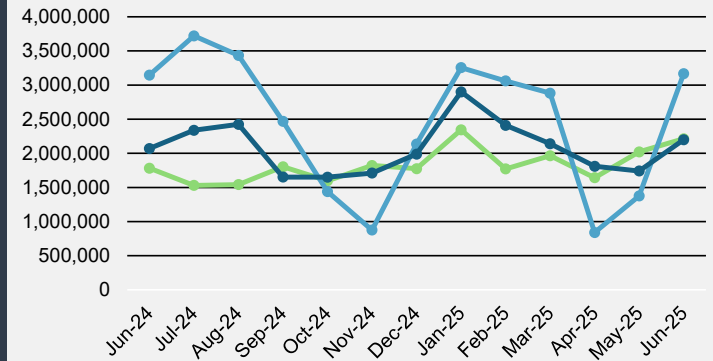


Unrestricted Cash Balance**



(**including capital/excluding restricted cash)

Expenses (13 Months)

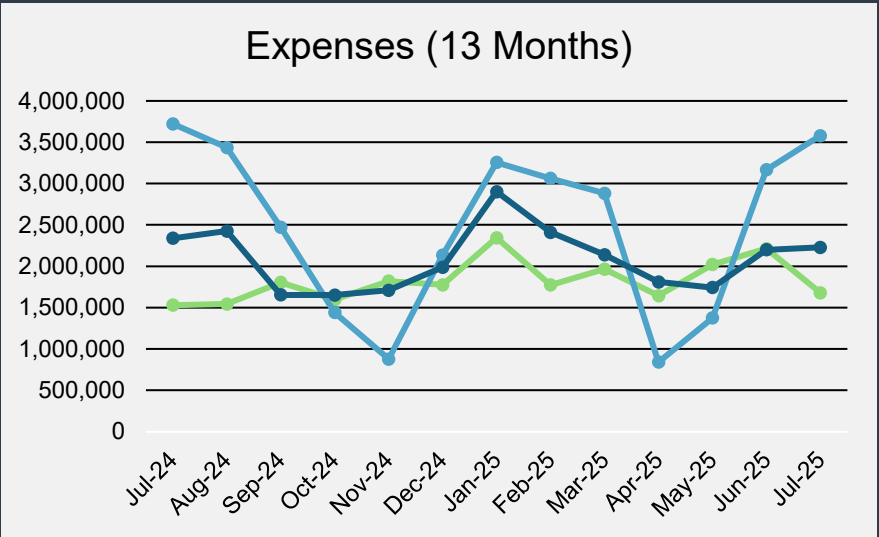
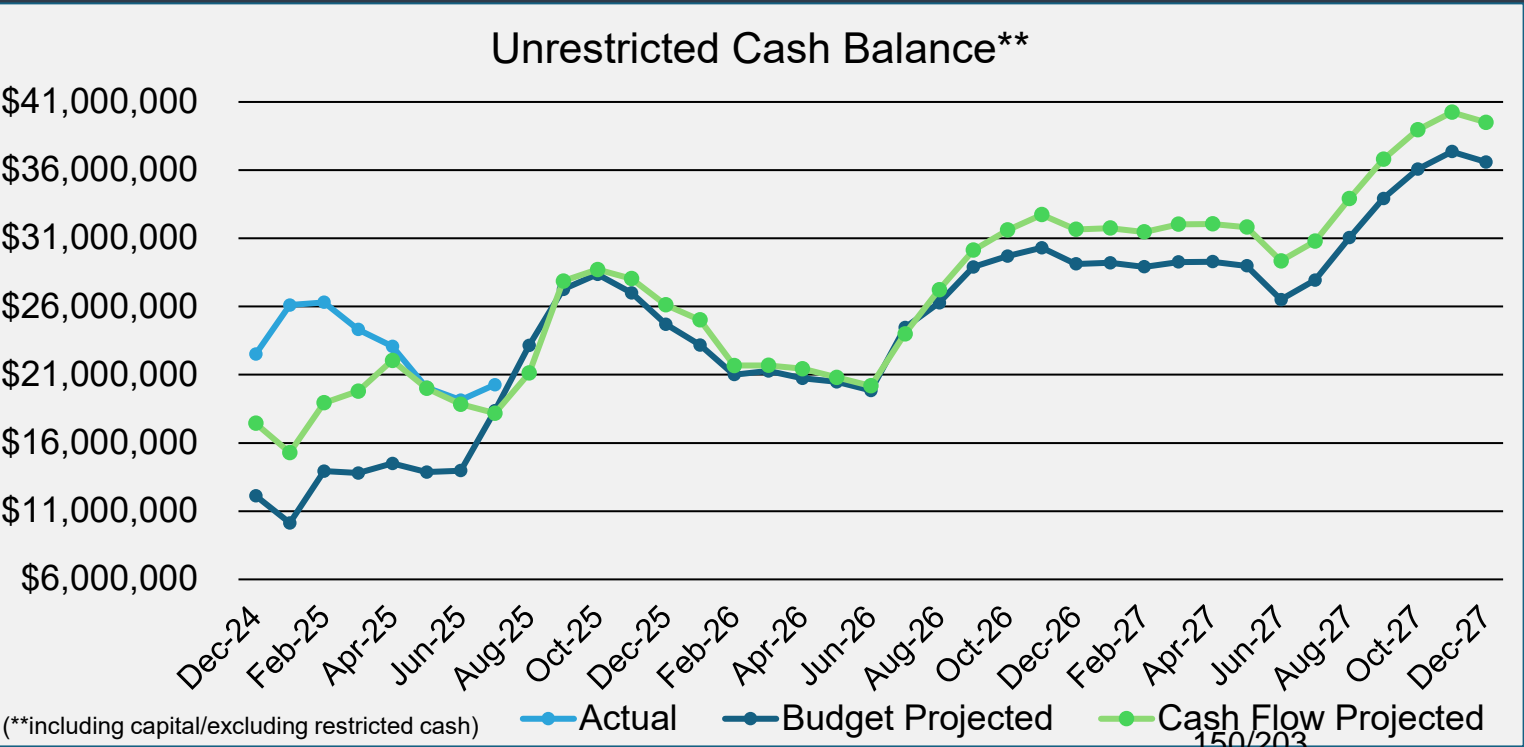
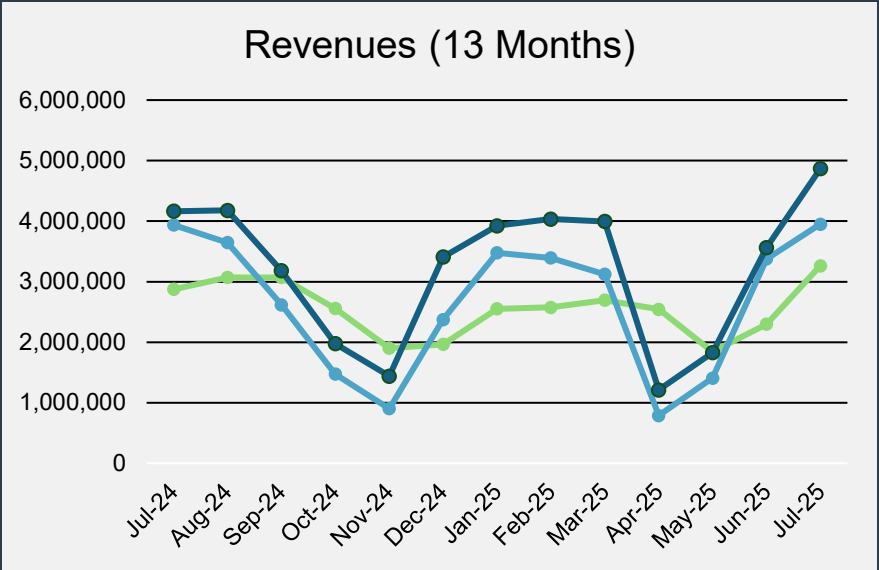
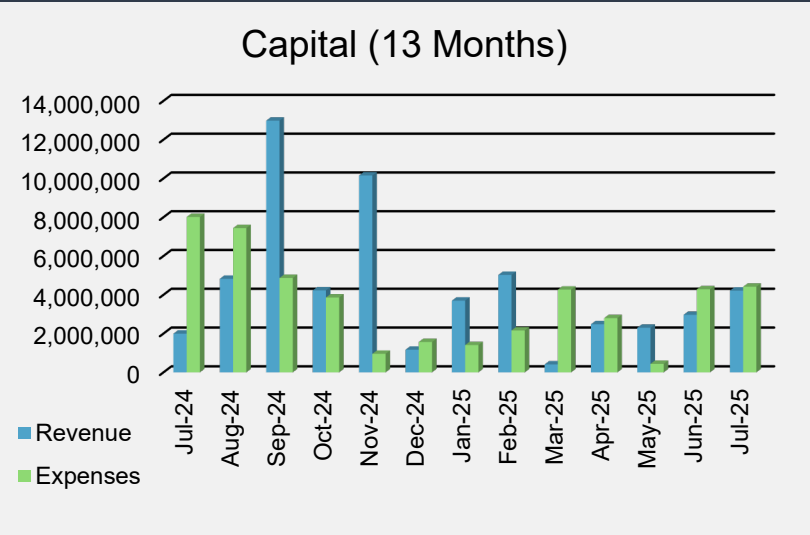


— OPERATIONS — FUEL FARM — FBO

JULY 31 2025

FINANCIAL DASHBOARD

JULY 1 – JULY 31		% CHANGE FROM BUDGET	
Income	\$12,081,616	+19%	
Expense	\$7,484,491	+15%	
Net Revenue*	\$4,597,125	+26%	
(*excluding capital)			



OPERATIONS FUEL FARM FBO

(**including capital/excluding restricted cash)

RESOLUTION NO. 2025-07
OF THE
JACKSON HOLE AIRPORT BOARD
RE: Procurement Policy and Code of Conduct for Procurement
Adopted and Effective August 20, 2025

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, federal and state law, regulation and policy prescribe standards and procedural requirements for the procurement of goods and services with and without federal and state financial assistance;

WHEREAS, the Board intends for goods and services to be purchased in such manner as to obtain the highest quality at the lowest price; and

WHEREAS, the Board, in the interest of good governance of the Airport and to maintain compliance with changes in federal and state law, intermittently reviews and updates its policies.

NOW, THEREFORE, it is resolved by the Board, in open and public meeting as follows:

1. The Board adopts the attached Jackson Hole Airport Board Procurement Policy and Code of Conduct for Procurement, effective as of August 20, 2025 (“Procurement Policy”).
2. The attached Procurement Policy shall apply to the purchase of goods and services after the effective date but is not intended to affect any procurement initiated before the effective date.
3. The attached Procurement Policy replaces and supersedes any prior document of same or similar name, including without limitation the Jackson Hole Airport Board Procurement Policy and Code of Conduct for Procurement, effective June 14, 2021, and amended September 13, 2022.
4. The attached Procurement Policy shall continue in effect unless and until superseded by a further amendment adopted by the Board.

Adopted by the Board in open and public meeting this 20th day of August 2025.

JACKSON HOLE AIRPORT BOARD

By: _____
Rob Wallace, President

ATTEST

By: _____
Ed Liebzeit, Secretary

JACKSON HOLE AIRPORT BOARD
PROCUREMENT POLICY AND
CODE OF CONDUCT FOR PROCUREMENT

Effective Date: August 20, 2025

I. Purpose and Application

- A. It is the policy of the Jackson Hole Airport Board (“Airport Board”) that goods and services be purchased in such manner as to obtain the highest quality at the lowest price. Goods and services are to be procured in compliance with federal and state requirements and in conformance with the highest standards.
- B. The purposes of this Policy are to: (i) prescribe standards and requirements for the selection of vendors and contractors; and (ii) delegate specific authorities and responsibilities in connection with contracting and procurement to the Executive Director (ED) and Airport Staff.
- C. This Policy applies to the purchase of goods and services, regardless of funding source, meeting the approval limits set forth in Section III. This Policy applies to the purchase of goods and services by the Airport Board acting as Jackson Hole Flight Services. This Policy does not apply to the purchase of goods and services by Airport tenants and users. This Policy further does not apply to revenue-generating contracts, including without limitation airline use and lease agreements, concession agreements, and commercial ground transportation agreements.
- D. All goods and services are to be purchased in conformance with the overall budget approved by the Airport Board Members or in accordance with a budget amendment, if required.
- E. This Policy is intended to complement and shall be interpreted consistently with the *Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board* (April 27, 1983, as amended), *Town of Jackson and Teton County Agreement Regarding the Jackson Hole Airport Board* (Oct. 7, 2013), the *By-Laws of the Jackson Hole Airport Board* (Feb. 19, 2014), Resolution No. 2023-04, *Delegation and Reservation of Authority* (March 15, 2023), and other policies adopted by the Airport Board Members on the subject of contracting and procurement.

- F. The Executive Director is primarily responsible for implementing this Policy and supervising contracting and procurement consistent with the requirements of this Policy.
- G. This Policy supersedes any prior Airport Board policy on the same subject and shall remain in effect until amended or superseded by formal action of a majority of the Airport Board Members acting at a duly noticed public meeting.
- H. This Policy constitutes the conflict-of-interest policy for federal awards, as required by 2 C.F.R. Section 200.318.

II. Applicable and Relevant Authorities

- A. The Airport Board was created as an airport board pursuant to the Wyoming Aeronautics Act (*see* Wyoming Statute (“W.S.”) Sections 10-5-201 – 10-5-204) and is considered a joint powers board pursuant to the Wyoming Joint Powers Act (*see* W.S. Sections 16-1-101 – 16-1-111) with all associated rights of such entities.
- B. The Airport Board is committed to complying with the following state statutes with respect to contracting and procurement:
 - 1. The Airport Board will procure Public Improvements and new automobiles and trucks in accordance with W.S. Section 15-1-113 (Contracts for Public Improvements).
 - 2. The Airport Board will procure furniture and movable equipment in connection with a Capital Construction Project in accordance with W.S. Section 16-6-1001 (Capital Construction Projects Restrictions; Preference Requirements; Waivers), which includes a preference for Wyoming resident contractors. “Capital Construction Project” shall have the meaning set forth in W.S. Section 9-2-3001.
 - 3. The Airport Board will procure Public Works, along with other certain other goods and services, in accordance with W.S. Sections 16-6-101 – 16-6-121 (Public Works and Contracts), which includes a preference for Wyoming resident contractors and materials, and with W.S. Sections 16-6-701 – 16-6-708.
 - 4. For purposes of this Policy, “Public Improvements” and “Public Works” shall have the same meaning, which is the alteration, construction,

demolition, enlargement, improvement, major maintenance, reconstruction, renovation and repair of vertical structures owned and operated by the Board as well as earthwork, grading, paving, placement and rehabilitation of pavements by the Board. “Public Improvements” and “Public Works” shall *not* include regular maintenance and repair or the purchase of equipment.

- C. The Airport Board is not subject to state procurement requirements applicable to state agencies (*see* W.S. Sections 9-2-3201 – 9-2-3221) or the procurement-related ordinances and policies of the Town of Jackson or Teton County.
- D. This Policy will be interpreted and implemented in accordance with these and other applicable and relevant authorities as they may be amended from time to time. Amendments to applicable and relevant authorities that conflict with the terms of this Policy will control.

III. Approval Requirements. The following section defines the approval limits for goods, materials, supplies, and services for operational needs purchased by the Airport Board without financial assistance from the State of Wyoming or U.S. Government. For a short summary, see chart at Section XV of this Policy.

A. Purchases up to \$5,000

- 1. A supervisor or manager shall be authorized to purchase the good or service directly.

B. Purchases over \$5,000 and up to \$50,000

- 1. Airport Staff wishing to purchase goods or services with an estimated value between \$5,000 and \$50,000 shall first notify, verbally or in writing, the Executive Director and Chief Financial Officer prior to initiating the purchase. The following individuals shall be authorized to sign and execute the purchase order or contract on behalf of the Airport Board: Executive Director, Chief of Staff, Chief Operations Officer, Chief Financial Officer, Chief Communications Officer, Chief Security Officer and FBO General Manager.

C. Purchases over \$50,000 and up to \$75,000 (for Public Improvements and Furniture) and \$150,000 (all other purchases)

1. Written price or rate quotations shall be obtained from three qualified sources, where available.
2. The Executive Director shall be authorized to sign and execute the purchase order or contract on behalf of the Airport Board.
3. See Section IX of this Policy for additional details.

D. Public Improvements over \$75,000 and Any New Automobile or Truck Purchase or Lease

1. Competitive procurement is required.
2. Advertisement shall be in accordance with W.S. Section 15-1-113(b).
3. Contract shall be let to the lowest bidder who shall be determined qualified and responsible in the sole discretion of the Airport Board, in accordance with W.S. Section 15-1-113(c).
4. Once the purchase order or contract has been approved by a majority of the Airport Board Members acting at a duly noticed public meeting, the Board President shall be authorized to sign and execute the purchase order or contract on behalf of the Airport Board. The Airport Board Members alternately may authorize the Executive Director, or the ED's designee in the ED's absence, to sign and execute the purchase order or contract.
5. See Section VI of this Policy for additional details.

E. Furniture or Movable Equipment Purchased in Connection with a Capital Construction Project

1. This subsection shall apply to the purchase of furniture and movable equipment in connection with a "capital construction project" as defined at W.S. Section 9-2-3001 and, for consistency with the other requirements of this Policy, the purchase of furniture and movable equipment with a combined estimated value of \$75,000 or more.
2. Competitive procurement is required.
3. Airport Staff shall select the method of advertisement that is most likely to reach prospective bidders, including prospective Wyoming resident bidders.

4. Contract shall be let to the lowest bidder who shall be determined qualified and responsible in the sole discretion of the Airport Board.
5. Once the purchase order or contract has been approved by a majority of the Airport Board Members acting at a duly noticed public meeting, the Board President shall be authorized to sign and execute the purchase order or contract on behalf of the Airport Board. The Airport Board Members alternately may authorize the Executive Director, or the ED's designee in the ED's absence, to sign and execute the purchase order or contract.

F. Purchases over \$150,000 and up to \$250,000

1. Written price or rate quotations shall be obtained from three qualified sources, where available.
2. All purchases and contracts must be approved, prior to purchase or contract execution, by a majority of the Airport Board Members acting at a duly noticed public meeting.
3. Once the purchase or contract has been approved by the Airport Board Members, the Board President shall be authorized to sign and execute the purchase order or contract on behalf of the Board. The Airport Board Members alternatively may authorize the Executive Director, or the ED's designee in the ED's absence, to sign and execute the purchase order or contract.
4. See Section IX of this Policy for additional details.

G. All Purchases over \$250,000

1. Competitive procurement is required, except as provided herein.
2. All purchases and contracts must be approved, prior to purchase or contract execution, by a majority of the Airport Board Members acting at a duly noticed public meeting.
3. Once the purchase or contract has been approved by the Airport Board Members, the Board President shall be authorized to sign and execute the purchase order or contract on behalf of the Board. The Airport Board Members alternatively may authorize the Executive Director, or the ED's

designee in the ED's absence, to sign and execute the purchase order or contract.

- H. Each contract, purchase order or other agreement for the acquisition of goods and services as provided hereunder shall specify, without limitation and where reasonable and practicable, the good or service required to be provided or delivered to the Airport; a term and/or deadline for delivery; unit pricing and a maximum contract liability; and any applicable technical specifications and performance standards.
- I. Airport Staff shall not separate purchases of goods and services into smaller purchases for the express purpose of avoiding the requirements of this Section III.

IV. Contracts Supported with Federal and State Grant-in-Aid

- A. Federal and state requirements for contracting and procurement shall control in the event of a conflict with this Policy. This Policy shall be followed where possible, including the standards for ethics and confidentiality.
- B. In general, contracts supported with federal grant-in-aid shall be procured through a competitive process. Non-competitive procurement may be permissible in accordance with this Policy and federal regulation, including without limitation 2 C.F.R. Section 200.320(c) (Noncompetitive procurement).
- C. 49 U.S.C. Section 47107(a)(17) provides, "each contract and subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, and related services will be awarded in the same way that a contract for architectural and engineering services is negotiated under chapter 11 of title 40 [Title IX of the Federal Property and Administrative Services Act of 1949] or an equivalent qualifications-based requirement prescribed for or by the sponsor."
- D. Airport Staff shall adhere, without limitation, to the requirements for procurement, contracting, accounting and auditing set forth in the following federal regulations, policies and guidance documents: 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), 49 C.F.R. Part 26 (*Participation by Disadvantaged Business Enterprises in*

Department of Transportation Financial Assistance Programs), FAA Order 5100.38D (*Airport Improvement Program Handbook*), FAA Advisory Circular 150/5100-14E (*Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*), and FAA Advisory Circular 150/5370-10H (*Standard Specifications for Construction of Airports*), as each of the same may be amended or superseded from time to time.

- E. Competitive solicitations for contracts supported with federal grant-in-aid shall not include a local geographic preference, except as may be permitted by federal law or regulation. In accordance with W.S. Section 16-6-108, any federal prohibition on local geographic preference shall supersede any Wyoming resident preference, including the preferences set forth in W.S. Sections 16-6-101 through 16-6-121.
- F. Airport Staff shall ensure that contracts supported with federal grant-in-aid include the provisions set forth in the then-current version of FAA's *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects*.
- G. The Airport Board shall disqualify any vendor or bidder that has been suspended, debarred or otherwise declared ineligible to receive federal grant-in-aid. Airport Staff shall be responsible for implementing this requirement, using databases maintained by the U.S. General Services Administration (and available through sam.gov).
- H. Projects supported with state grant-in-aid shall comply with the applicable requirements of the Wyoming Department of Transportation, Aeronautics Division and Commission, including without limitation *Aeronautics Commission Policy Guidelines*, *Airports Procedural Assistance and Information Manual*, and the *Sponsor's Assurances*.

V. Requests for Qualifications (RFQs) and Requests for Proposals (RFPs)

- A. The Airport Board typically will use a competitive process to procure goods and services, where a competitive process is required hereunder, that considers factors in addition to price, including experience and expertise and a specific plan or proposal that best meets the needs, requirements and specifications of the Airport Board. This type of procurement will be used unless the Airport Board is required to award a contract to the lowest responsive and responsible bidder pursuant to

federal or state law, including without limitation W.S. Section 15-1-113 and Section 16-6-1001.

- B. The Airport Board shall use an RFQ where the selection will be made on the basis of qualifications alone (not including price) and shall use an RFP where the selection will be made on the basis of one or more factors including price.
- C. The Airport Board may use an RFQ for the purpose of short-listing one or more qualified firms that will be invited to respond to a subsequent RFP.
- D. Each RFQ or RFP must, at a minimum, define the scope of services requested and identify the evaluation criteria, and any weighting of each criterion, to include such factors as experience, resource availability, financial capacity, and demonstrated understanding of proposed project and scope of services.
- E. In limited instances, the Executive Director may issue a request for information, request for expressions of interest or similar document to collect information and assess market interest in a potential project. In such instances, the ED may issue an RFQ or RFP upon determining that sufficient interest exists and that proceeding with a competitive solicitation is in the best interest of the Airport and Airport Board.

VI. Specific Bid Requirements

A. Cooperative Purchasing Programs

- 1. The Executive Director may authorize purchase of vehicles, other than new automobiles and trucks, and equipment through a government cooperative purchasing program in which the pre-qualified vendor(s) were selected through a competitive process that meets the requirements of federal and state law and this Policy.

B. One Bid or No Bids

- 1. In the event only one bid is received in response to an invitation for bids, the Executive Director may withdraw the solicitation or negotiate with the single bidder for a purchase order or contract at the most advantageous conditions and price.
- 2. In the event no bids are received, the Executive Director may withdraw the solicitation, amend and reissue the solicitation, or initiate direct negotiations

with one or more contractors or vendors known to be capable to provide the good or service.

C. Brand Requirements and Basis of Design

1. An invitation for bid may include a brand requirement or basis of design, provided the good is available from more than one supplier, dealer or broker and/or the solicitation permits substitution.

D. New Automobiles and Trucks

1. New automobiles and trucks subject to competitive procurement shall include only automobiles and trucks manufactured and licensed for over-the-road use and shall not include specialized airport vehicles and equipment, including without limitation snow removal equipment, aircraft rescue and firefighting vehicles, mobile refuelers, and aircraft ground service equipment.
2. Competitive procurement further shall not be required for the purchase or lease of used automobiles and trucks, which instead will be subject to the approval limits and procurement methods set forth in this Policy. Typically, used automobiles and trucks will be purchased on a sole source basis, in conformance with Section X, through an auction, on a secondary market, or directly from another airport or government agency.

VII. Alternate Delivery Methods

- A. For federally-assisted projects, the Airport Board may procure contractors through alternate design and construction delivery methods in conformance with 49 U.S.C. Section 47142 (Alternative Project Delivery) and FAA requirements as set forth in FAA Order 5100.38D, *Airport Improvement Program Handbook* and FAA Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.
- B. For Public Improvements, Public Works and Capital Construction Projects, the Airport Board may procure contractors through alternate design and construction delivery methods in conformance with W.S. Sections 16-6-701 through 16-6-708 and W.S. Section 16-6-1001.

VIII. Wyoming Preference

- A. The Airport Board shall comply with the requirements for resident contractors and materials as set forth in W.S. Sections 16-6-101 through 16-6-108. Wyoming preference shall apply to the procurement for a construction manager agent, construction manager at-risk, and design-builder, in accordance with W.S. Section 16-6-707 and to the purchase of furniture and movable equipment, in accordance with W.S. Section 16-6-1001.
- B. Except as may be prohibited by federal law or regulation in connection with federally-assisted projects, all requests for bids and proposals for materials, supplies, equipment, machinery and Public Works shall contain the words, "Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state."
- C. For Public Works and the purchase of materials and products, the Airport Board shall provide a five percent (5%) preference for resident contractors and vendors, in accordance with W.S. Sections 16-6-101 through 16-6-108. In RFPs and other solicitations where price is one among multiple evaluation criteria, the five percent preference shall apply to the price or other financial criterion.
- D. In accordance with W.S. Section 16-6-103, contracts and purchase orders shall prohibit successful resident contractors from subcontracting more than thirty percent (30%) of the work to nonresidents, unless a waiver is approved in accordance with W.S. Section 16-6-1001.
- E. Contractors on Public Works projects shall be responsible for the employment of Wyoming laborers, in accordance with W.S. Sections 16-6-201 through 16-6-206.

IX. Informal Bids and Quotes

- A. This Policy does not dictate any specific means of securing bids or quotes for purchase orders and contracts where a formal solicitation is not otherwise required. Airport Staff shall seek to identify and contact no less than three (3) firms or individuals likely to be capable to supply the required good or service and to solicit bids or quotes from each such firm or individual determined capable. Contacts typically should be in writing but may be verbal if circumstances warrant.

- B. Airport Staff typically shall select the firm or individual offering to provide the good or service at the lowest price; however, Airport Staff may take other factors into consideration and make a selection considered to be in the best interest of the Airport and Board.

X. Sole Source Selection (Where Competitive Procurement Otherwise Required)

- A. This method of procurement principally shall apply to the purchase of goods (equipment, supplies, software, and materials) and associated labor for installation, operation, maintenance and repair. This method also may be used to procure utility and like services. In limited instances, sole source selection may be warranted for professional services. Sole source selection will not be used for Public Improvements, Public Works, Capital Construction Projects and other projects required to be competitively procured under federal or state law.
- B. Goods may be selected without a competitive solicitation only if it can be established that the chosen item has certain specifications that all other goods lack and that those specifications are required to meet a stated need. Professional consulting services may be selected without competitive bidding only if it can be established that the consultant can provide professional services that cannot be provided at the same level by another consultant.
- C. Professional preference is not, standing alone, a basis for sole source selection.
- D. Goods and services valued at less than \$50,000 may be sole source selected without need for justification as provided in this section.
- E. The sole source justification may be used to repurchase or replace goods and/or to renew services in connection with previously-acquired goods and services; provided that Airport Staff shall evaluate in each instance whether other goods and services have become available that meet the Airport Board's specifications and the cost to convert to another good. For illustration and without limitation, Airport Staff shall consider whether there are alternatives to subscription renewals for proprietary software and the associated cost of using new software.
- F. Airport Staff may authorize the repeat purchase of aviation and ground vehicle fuels by a known fuel vendor without competition.

- G. A sole source justification must be in writing and submitted to the Executive Director for review and approval. The sole source justification must be supported with evidence that all other potentially competitive items have been investigated with due diligence.

XI. Emergencies (Where Competitive Procurement Otherwise Required)

- A. When an emergency condition prevents the use of a competitive procurement method where an informal or formal competitive procurement otherwise required by this Policy, the Airport Board may contract for goods or services on a sole source or limited competition basis as dictated by the circumstances surrounding the emergency.
- B. An emergency condition justifies the use of an emergency procurement when that condition concerns one or more of the following:
 - 1. The functioning of the Airport;
 - 2. The preservation or protection of property; and/or
 - 3. The health or safety of any person(s) or animal(s).
- C. Emergencies do not include, for illustration and without limitation, avoidable failure to adequately plan for a conforming procurement.
- D. In the event of an emergency, the Executive Director, upon notice to the Board President or Vice-President, is authorized to select a vendor or contractor and execute a purchase order or contract valued at less than \$150,000. If the value of the purchase order or contract exceeds \$150,000, the Executive Director shall select the vendor or contractor, negotiate the purchase order or contract, and present the item to the Airport Board Members at a regular, special or emergency meeting.
- E. Emergency procurements shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the emergency condition and shall not be used to meet long-term requirements.

XII. Ethics, Confidentiality and Records

- A. Airport Board Members, Airport Staff, consultants and contractors involved in the negotiation, performance, or administration of Airport contracts on behalf of the Airport Board are bound to act in good faith. Any person who purchases goods and services, or is involved in the procurement process for the Airport Board, shall be

held to the highest degree of trust and shall be bound to the Airport's code of conduct, the Employee Handbook, or any successor code or policy addressing ethics in contracting and procurement.

- B. Airport Board Members are “public officers” subject to the ethics-related requirements of the Wyoming Criminal Code (W.S. Sections 6-5-101 – 6-5-408) and are “public officials” subject to the Wyoming Ethics and Disclosure Act (W.S. Section 9-13-101 – 9-13-109).
- C. In accordance with 2 C.F.R. Section 200.318(c), no Airport Board Member or member of Airport Staff with a real or apparent conflict of interest may participate in the selection, award or administration of a contract or agreement supported by a federal award.
- D. The Airport Board is subject to the public meetings (W.S. Section 16-4-401 – 16-4-408) and public records (W.S. Sections 16-4-201 – 16-4-205) requirements of state law. Final decisions on contracts and procurements by the Airport Board Members shall be acted on in accordance with the Wyoming public meetings law and the Airport Board By-Laws. Purchase orders and contracts subject to Airport Board Member review and approval as provided herein shall bind the Airport Board only after approval by a majority of the Airport Board Members at a duly noticed public meeting, and the Airport Board assumes no responsibility or liability for the actions of, or costs incurred by, any entities in advance or anticipation of contract approval.
- E. Bidders and respondents to a procurement action shall be obligated to mark any information shared with the Airport Board in connection with a procurement action that the entity considers confidential. The Airport Board assumes no responsibility or liability for the disclosure of records in accordance with the Wyoming public records act.
- F. Firms or individuals that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements. This prohibition applies to federally-assisted projects, in accordance with 2 C.F.R. Section 200.319, and to all other procurements regardless of funding source.

- G. Airport Staff may prescribe additional standards to avoid conflicts-of-interest in a written solicitation that may preclude or disqualify a firm or individual from bidding or entering into a purchase order or contract with the Airport Board.
- H. From the formal initiation of a procurement action, typically the issuance of a Request for Qualifications, Request for Proposals or Invitation for Bid, prospective proposers and bidders shall not contact any Airport Board Member or Airport Staff about the procurement, except to submit information and ask questions of the designated procurement point-of-contact, Executive Director or Airport Attorney, or otherwise seek to influence the selection or outcome of the procurement action. Unsolicited contacts in violation of this standard may result in disqualification.
- I. Contracts for Public Improvements are subject to the ethics-related requirements in W.S. Section 15-1-113, including the prohibitions on improperly aiding a bidder, favoring a bidder by giving or withholding information, misleading a bidder, improperly certifying materials or supplies received, and collusion among bidders and others.
- J. Airport Staff shall be responsible for the retention and destruction of records in connection with contracting and procurement in accordance with applicable policies and schedules, including, without limitation, the retention and access requirements for federally-assisted projects currently set forth in 2 C.F.R. Sections 200.334 through 200.338 and the retention and access requirements for “public records” currently set forth in W.S. Sections 9-2-405 – 9-2-413.

XIII. Contract Amendments and Change Orders

- A. Price is a material term of any purchase order or contract. Accordingly, amendments or change orders to purchase orders and contracts approved by the Airport Board Members that increase the value above the maximum contract liability shall require Airport Board Member approval, unless otherwise specified in the purchase order or contract. If no maximum contract liability is specified, amendments that increase the Airport Board’s financial obligation by more than fifteen percent (15%) of the amount billed against the purchase order or contract shall require approval by a majority of Airport Board Members acting at a duly noticed public meeting.

- B. The Executive Director shall be authorized to approve amendments and change orders using “owner contingency” as specified in a purchase order or contract.
- C. For purchase orders and contracts initially valued at less than \$150,000, Airport Board Member approval shall be required for any amendment or change order that would increase the maximum contract liability above \$150,000.

XIV. Protests

Any actual or prospective bidder, contractor, or vendor who is aggrieved in connection with the solicitation or award of a purchase order or contract may protest as set forth in this section.

- A. The protest shall be submitted in writing to the Executive Director within seven (7) working days after the aggrieved party knows or should have known of the facts giving rise thereto.
- B. The protest shall include a concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes, and constitutional provisions, upon which the protest is based, with inclusion of all supporting documentation, a statement of specific ruling or relief requested, and signature of the protestor or an authorized agent of the protestor.
- C. The Executive Director shall have the authority to settle and resolve a protest of an aggrieved bidder, contractor, or vendor, actual or prospective, concerning a solicitation or award of a contract. A written decision regarding the protest shall be rendered within twenty-five (25) working days after the protest is filed. This authority shall be exercised in accordance with this Policy.
- D. If a protestor formally disputes the procurement because the bid solicitation is allegedly defective, it is the responsibility of the protestor to notify the Executive Director in writing prior to the bid opening to allow the correction of the deficiency by amending the solicitation.
 - 1. If a protestor disputes a defective solicitation after bid opening the Executive Director may dismiss the protest without action.
 - 2. No formal protest may challenge the chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria or the

formula specified for assigning points in any competitive selection process.

- E. A protestor may appeal the decision of the Executive Director to the Board President, who may refer the matter to the Airport Board Members or render a decision, provided the Airport Board's final decision shall be issued no more than sixty (60) days from receipt of the appeal. The Board President may direct the Executive Director to suspend the solicitation or to delay consideration of the award during the pendency of the protest. In the absence of explicit direction from the Board President, the solicitation and award may proceed.
- F. During any protest, the protestor shall not contact any Airport Board Member or Airport Staff about the protest, other than the procurement point-of-contract identified in the solicitation, the Executive Director, and the Airport Attorney. Such *ex parte* communication may result in an automatic disqualification from selection for the pending solicitation.
- G. Protestors shall exhaust the administrative remedy provided herein before filing suit in state or federal court.

XV. Summary Table

Category or Value	Competition Required	Form of Competition	Airport Board Member Approval	Signature Authority
\$0 - \$5,000	No	None	No	Manager
\$5,000.01 - \$50,000	No	None	No	ED or Chief
\$50,000.01 - \$150,000	Yes	Informal	No	ED
\$150,000.01 - \$250,000	Yes	Informal	Yes	Board President
Over \$250,000	Yes	RFP or Bid	Yes	Board President
Public Improvements More Than \$75,000	Yes	Bid	Yes	Board President
New Automobiles and Trucks	Yes	Bid	Yes	Board President
Furniture and Movable Equipment in Capital Construction Project	Yes	Bid	Yes	Board President

NOTICE OF AWARD

DATE: August 20, 2025

TO: Knife River Corporation – Mountain West
5450 W. Gowen Road
Boise, ID 83709

Jackson Hole Airport Board, having considered the Contract Proposals submitted for improvements to the Jackson Hole Airport, AIP Project No. 3-56-0014-083-2024 / WYDOT Project No. AJA024D, and it appearing that your Contract Proposal of **Five Hundred Thousand Dollars (\$500,000.00)** for Deice Pad and Collection System Improvements for of Schedules V and VI (Non-Federal) (partial award for Schedule V and VI (Non-Federal) not to exceed a total amount of \$500,000.00 at this time per Knife River's 'Jackson Hole Airport Deice Pad Collection System Improvements – Phase 2 – Schedule V and VI (Non-Federal) Partial Award' Letter dated July 25, 2025 in order to begin the design and procurement of long lead items) is fair, equitable and in the best interest of the Jackson Hole Airport Board and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

This Award is subject to the concurrence of the Federal Aviation Administration.

Jackson Hole Airport Board
Jackson, Wyoming

By: _____
Contract Authorized Representative

Name and Title

Date

CONTRACT FOR IMPROVEMENTS

Jackson Hole Airport
Jackson, Wyoming

AIP PROJECT NO. 3-56-0014-083-2024

WYDOT PROJECT NO. AJA024D

Deice Pad and Collection System Improvements

This Contract for Improvements is made and entered into this 20th day of August, 2025, by and between **Jackson Hole Airport Board** ("Sponsor", "Owner", "Airport"), a body corporate organized under the laws of Wyoming, having an address of P.O. Box 159, 1250 E. Airport Road, Jackson, Wyoming 83001, and **Knife River Corporation – Mountain West ("Contractor")**, a Corporation organized under the laws of Delaware, having an address of 5450 W. Gowen Road, Boise, ID 83709.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sponsor and Contractor agree as follows:

1. The Contract. The "Contract" shall include "Contract Documents" as they are defined in Paragraph 10-16, Section 10 of the General Provisions and consist of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed for Preconstruction Activities, Notice to Proceed for Construction, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference therein. The Contract Documents are made a part of the Contract as if fully set forth herein.

2. Scope of Work. The intent of this Contract is to provide for completion in every detail of the improvements defined in the Contract Documents (the "Work"). Contractor shall furnish all labor, equipment, tools, transportation and supplies required to complete the Work in strict compliance with the Contract and in a good and workmanlike manner. The Sponsor has awarded Schedules V and Schedule VI (Non-Federal) (partial award for Schedule V and VI (Non-Federal) not to exceed a total amount of \$500,000.00 at this time per Knife River's 'Jackson Hole Airport Deice Pad Collection System Improvements – Phase 2 – Schedule V and VI (Non-Federal) Partial Award' Letter dated July 25, 2025 in order to begin the design and procurement of long lead items) to the Contractor contingent on the availability of federal funding for the same, and therefore, the work described in such Schedule(s) shall not become a part of the Work subject to this Contract unless and until the Sponsor delivers a Notice to Proceed for Construction with such Schedule(s) or Bid Alternate(s). Notwithstanding anything to the contrary in the Contract Documents, the Work under this Contract shall be limited to Schedules V and Schedule VI (Non-Federal) (partial award for Schedule V and VI (Non-Federal) not to exceed a total amount of \$500,000.00 at this time per Knife River's 'Jackson Hole Airport Deice Pad Collection System Improvements – Phase 2 – Schedule V and VI (Non-Federal) Partial Award' Letter dated July 25, 2025 in order to begin the design and procurement of long lead items) and all tasks reasonably necessary to complete such Schedule(s). Should the Sponsor elect to proceed with the work described in the remaining unawarded Schedules of work (Schedule V (remainder of work not awarded), Schedule VI (Non-Federal) (remainder of work not awarded), Schedule VI (Non-Federal), and Schedule VIII (Non-Federal)), then the Sponsor and Contractor shall enter into a separate contract pertaining to such work.

3. Time.

3.1 Contractor agrees to commence work within ten consecutive (10) calendar days after the receipt of a Notice to Proceed for Construction, and that the Contractor further agrees to complete said Work within the Total Number of Allowable Consecutive Calendar Day(s) for each Schedule/Phase and/or by the Contract Substantial Completion Date as identified in the **Special Provisions** and **Section 80-08 of the General Provisions** and as stipulated in the **'Schedule Table'** on the pages to follow, and that he/she acknowledges and agrees that the number of Calendar Day(s) allowed to complete the work is reasonable, taking into consideration all relevant factors, including the climatic range, industrial, and/or construction conditions prevailing in the Project locality. Extensions of the Contract time may only be permitted upon execution of a written modification to the Contract approved by the Sponsor.

3.2 Subject to the provisions of the Contract Documents, the Sponsor shall be entitled to liquidated damages for failure of the Contractor to complete the Work which exceeds the Total Number of Allowable Consecutive Calendar Day(s) for each Schedule/Phase and/or for the time which exceeds the Contract Substantial Completion Date allowed in the Contract. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Sponsor of any of its rights under the contract.

The Contractor further agrees to pay liquidated damage(s) as compensation for non-use for damages incurred by the Sponsor should the Contractor fail to complete the work in the time provided in their Contract. The Contractor shall be assessed liquidated damage(s) as stipulated in the **'Schedule Table'** on the pages to follow for each period (day, hour, etc.) that the work remains uncompleted beyond the Contract period and as identified in **Section 80-08 of the General Provisions**.

Schedule / Phase	Total Number of Allowable Consecutive Calendar Days	Contract Substantial Completion Date ¹	Liquidated Damages
Schedule V Phase 1	95 Days ⁹ / 123 Days ¹⁰ (Includes three (3) Calendar Days for Seeding and Striping to be completed in the Fall)	August 21, 2026 ⁹ September 15, 2026 ¹⁰	\$5,000 per Calendar Day
Schedule VI (Non-Federal)	95 Days ⁹ / 120 Days		
Schedule V Phase 2	48 Days ¹¹ (Includes three (3) Calendar Days for Seeding and Striping to be completed	October 6, 2026	\$1,000 per Calendar Day

¹Substantial Completion ("Substantial Completion") shall be defined as the point in the construction process when the work outlined to be completed in the individual Schedule and/or Phase has been satisfactorily completed in compliance with the Contract, has met all FAA acceptance criteria, and is ready for use by the Owner, as determined in a written notification to the Owner by the RPR, issued in the sole but reasonable discretion of the RPR. To facilitate an inspection by the RPR, the Contractor shall give the RPR written notice at least five (5) calendar days before it believes the Schedule and/or Phase of work will reach Substantial Completion. It is expressly understood by all parties that the time outlined for each Schedule and/or Phase to complete the work is reasonable, taking into consideration all relevant factors, including the climatic range, industrial, and/or construction conditions prevailing in the Project locality. Procurement of the Fiberglass Underground Tanks (Work Items: 23 11 15a/b/c) and Concrete Shelters (Work Item: BLD-100a/b/c/d) shall be completed/delivered during the 2026 construction season under Schedules V and VI (Non-Federal). For bidding purposes, the Contractor

bidding Schedules V and VI (Non-Federal) shall assume an earliest delivery date of June 15, 2026 for the delivery of the Fiberglass Underground Tanks and Concrete Shelters and shall coordinate the delivery with the Contractor awarded Schedules I and VII (Non-Federal) and/or the RPR/Owner. Any costs due to delays in the completion/delivery of Fiberglass Underground Tanks (Work Item: 23 11 15a/b/c) and Concrete Shelters (Work Item: BLD-100a/b/c/d) as a result of the Contractor awarded Schedule I and Schedule VII (Non-Federal) after June 15, 2026 shall be the responsibility of the Contractor awarded Schedule I and Schedule VII (Non-Federal).

⁹Schedule V, Phase 1 work, Schedule VI (Non-Federal) work, and Schedule VIII (Non-Federal) work, for which is defined by the Notice to Proceed for Construction, shall begin no earlier than **May 18, 2026** and the respective Schedules/Phases shall be sequenced in a manner consistent to the Construction Safety Phasing Plans (CSPP). A later start date on Schedule V, Phase 1 work, Schedule VI (Non-Federal) work, and Schedule VIII (Non-Federal) work will not change the substantial completion dates.

¹⁰Schedule V, Phase 1 work for the Deice Runoff Collection System, including all Underground Tanks, Drainlines, and Other Deice Pad Runoff Collection Structures and Equipment shall be completed by **August 21, 2026** in order to avoid being assessed liquidated damages. The collection system must be functional by this date to allow aircraft use of the existing deice pad for deicing operations. Other work within this phase that is outside of active taxilane object free areas, such as paving, electrical, and controls may be completed after this date and up to **September 15, 2026** and as shown on the Construction Safety Phasing Plans (CSPP).

¹¹Schedule V, Phase 2 work shall not begin until Schedule V, Phase 1 (work for the Deice Runoff Collection System, including all Underground Tanks, Drainlines, and Other Deice Pad Runoff Collection Structures and Equipment which shall be completed by **August 21, 2026**) is completed and Taxilanes B1, B and B2 are operational and open to aircraft use.

The Contractor further agrees to pay compensation for the unscheduled employment of the Engineer/RPR and/or their required Sub-Contractors (including but not limited to the Quality Assurance testing firm) necessitated by the Contractor for any of the following: 1) working more than twelve (12) hours per day, 2) furnishing materials or equipment not in conformance with the Contract Documents necessitating redesign, retesting, or additional review time by the Engineer/RPR and their Sub-Contractors, and 3) working beyond the time of completion as stipulated within the **‘Schedule Table’** on the previous pages for each period (day, hour, etc.) and as identified in the **Special Provisions** and **Section 80-08 of the General Provisions** with Construction according to the following rates:

<u>Description</u>	<u>Straight Time</u>
Market Director	\$375.00/hr
Resident Project Representative (RPR)	\$270.00/hr
Electrical Engineer	\$310.00/hr
Associate Engineer	\$215.00/hr
Project Manager	\$315.00/hr
Per Diem (per each onsite staff)	\$494.00/day*
Vehicle Charge	\$135.00/day
Airfare Travel	\$1,200.00/trip
Out of Pocket Cost, material, equipment, supplies, vehicle mileage.	At Cost

<u>Quality Assurance Testing Firm</u>	<u>Straight Time</u>
Project Manager	\$280.00/hr
Project Engineer	\$205.00/hr
Field Technician	\$155.00/hr
Per Diem (per each onsite staff)	\$494.00/day*
Vehicle Charge	\$100.00/day
Out of Pocket Cost, material, equipment, supplies, vehicle fuel.	At Cost

*Per diem will be calculated based on the United States General Services Administration (GSA) rates at the time of the unscheduled employment.

Compensation for liquidated damages shall be paid by deduction from the Contractor's final payment.

The engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer/RPR and/or their required Sub-Contractors, during the scheduled contract time, resulted in a cost savings to the Owner. If, as a result of working more than (12) twelve hours per day, the Contractor completes the project within the scheduled contract time, and if the overtime results in a reduced contract time and cost savings to the Owner, no liquidated damages will be assessed for the unscheduled employment of the Engineer/RPR and/or their required Sub-Contractors during the scheduled contract time. Liquidated damages will be assessed as stipulated for each Calendar Day the work remains uncompleted beyond the scheduled contract time.

4. Payment.

4.1 Contractor agrees to perform the Work for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities, or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

4.2 No claim for extra work done, materials furnished by Contractor, delay or acceleration will be allowed except as provided by the Contract. Contractor shall not do any work or furnish any materials not covered by the Contract unless such work is first ordered in writing as provided in the Contract, and if appropriate, an amendment to the Contract Sum if agreed upon. Claims for payment for extra work will be rejected if not covered by a Change Order or Supplemental Agreement.

4.3 Notwithstanding anything to the contrary in the Contract Documents, Contractor hereby acknowledges and agrees that Owner's performance under the Contract is subject to receipt of funds from the FAA and/or WYDOT Aeronautics and is subject to annual appropriation by the Sponsor in accordance with a budget adopted by the Sponsor. Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

4.4 Sponsor will retain from partial payments five percent (5%) of the total amount due Contractor based on the Contractor's Application for Payment and the Engineer's Recommendation of Payment. Final payment will be made only after advertisement as required and in the manner provided by Wyoming Statute Section 16-6-116.

5. Breach of Contract. If Contractor violates or breaches the terms of this Contract, the Sponsor may suspend or terminate this Contract, or take any other action and pursue any other remedy available at law or in equity.

6. Indemnification. Contractor shall indemnify and hold harmless the Sponsor and the Engineer, Resident Project Representative (RPR), their officers and employees, from all suits, actions or claims relating in any way to performance of the Work under this Contract.

7. Governing Law & Attorney Fees. This Contract will be governed by and construed in accordance with the laws of Wyoming. Claims or disputes between the parties arising out of or relating

to this Contract will be brought only in a court in and for Teton County, Wyoming, or in the United States District Court for the District of Wyoming, and in any such action the prevailing party will be entitled to an award of reasonable legal fees and costs incurred.

8. Miscellaneous.

8.1 The section headings contained in this Contract are for convenience in reference and are not intended to define or limit the scope of any provision.

8.2 Time is of the essence in this Contract.

8.3 Waiver by either party of, or the failure of either party to insist upon, the strict performance of any provision of this Contract shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

8.4 Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Contract, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice Contractor or Sponsor in their rights and obligations contained in valid covenants, conditions or provisions.

8.5 All covenants, conditions and provisions in this Contract shall extend to and bind the successors of the parties hereto, the assigns of Sponsor, and the permitted assigns of Contractor.

8.6 Notices and demands provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier service providing proof of delivery, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

8.7 This Contract embodies the entire agreement between the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

8.8 In the event of inconsistency between the terms of the Contract Documents or any law or regulations, the inconsistency shall be resolved by giving preference in the following order (1) laws and regulations, (2) this Contract for Improvements, (3) the Special Provisions, (4) the General Provisions, and (5) other of the Contract Documents.

IN WITNESS WHEREOF, Contractor and Sponsor, respectively, have caused this Contract to be duly executed effective on the day and year first written above in five (5) copies, each of which shall be considered an original.

SPONSOR

Jackson Hole Airport Board

ATTEST:

By: _____
Ed Liebrecht, Secretary

By: _____
Rob Wallace, President

CONTRACTOR

Knife River Corporation – Mountain West

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39

TO: Knife River Corporation – Mountain West
5450 W. Gowen Road
Boise, ID 83709

The work shall begin immediately after the date of this notice and shall be in compliance with all requirements of the Contract Documents and as outlined in Section C-105 Mobilization. Contract time will not commence until after the issuance of the Notice to Proceed for Construction.

By: _____
Contract Authorized Representative

Name and Title

Date



July 25, 2025

Woolpert, Inc. &
Jackson Hole Airport Board
1250 E. Airport Rd. #159
Jackson, WY 83001

Attn: Stuart Schiff, Project Engineer – Woolpert, Inc.
James P. Elwood, Airport Director – JAC Board

Re: Jackson Hole Airport Deice Pad Collection System Improvements – Phase 2– Schedules V and VI (Non-Federal) Partial Award
A.I.P. 3-56-0014-083-2024 / 084-2025 / 086-2025
WYDOT Project No. AJA024D

Dear Jackson Hole Airport Board,

In discussing with our sub-contractors and materials suppliers, there are several work items that have been identified to have exceptionally long lead times associated with the unawarded Schedules V and VI (Non-Federal). To ensure that we are able to begin the Schedules V and VI (Non-Federal) work on time in 2026 if these unawarded schedules would ultimately be awarded, Knife River respectfully requests the partial award for Schedule V and VI (Non-Federal) not to exceed a total amount of \$500,000.00 in order to begin the design and procurement of several long lead items.

Knife River understands the budgetary constraints of the Owner regarding Schedules V and VI (Non-Federal) at present. In an attempt to continue as a good partner to the Airport Board, and in order to construct the project as efficiently as possible and to begin on time, Knife River proposes that the Jackson Hole Airport Board partially award Schedules V and VI (Non-Federal) not to exceed a total amount of \$500,000.00 of which will be limited to the design and procurement of long lead items only as approved by the Resident Project Representative (RPR) and as identified by the Notice to Proceed for Construction Preconstruction Activities.

Should you have any questions regarding this matter, please contact me at (208) 716-3492.

Thank you,

Cole Ficklin
Project Manager



4055 Professional Way
Idaho Falls, Idaho 83402

Page 1

CONTRACT AGREEMENT

Jackson Hole Airport
Jackson, Wyoming

Rental Car / Restroom Improvements Project
Project No. 10016808.19

This Contract for Improvements is made and entered into this 20th day of August, 2025, by and between **Jackson Hole Airport Board** ("Sponsor", "Owner", "Airport"), a body corporate organized under the laws of Wyoming, having an address of P.O. Box 159, 1250 E. Airport Road, Jackson, Wyoming 83001, and **Wadman Corporation** ("Contractor"), a Corporation organized under the laws of Utah, having an address of 2920 South 925 West, Ogden, UT 84401.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sponsor and Contractor agree as follows:

1. The Contract. The "Contract" shall include "Contract Documents" as they are defined in Paragraph 10-16, Section 10 of the General Provisions and consist of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference therein. The Contract Documents are made a part of the Contract as if fully set forth herein.

2. Scope of Work. The intent of this Contract is to provide for completion in every detail of the improvements defined in the Contract Documents (the "Work"). Contractor shall furnish all labor, equipment, tools, transportation and supplies required to complete the Work in strict compliance with the Contract and in a good and workmanlike manner

3. Time.

3.1 Contractor agrees to commence work within five (5) consecutive calendar days after the receipt of a Notice to Proceed and complete the Work within 30 consecutive Calendar Days for Phase 1, 45 consecutive Calendar Days for Phase 2 consecutive Calendar Day(s). Extensions of the Contract time may only be permitted upon execution of a written modification to the Contract approved by the Sponsor.

3.2 Contractor shall pay liquidated damages for each day which exceeds the number of Calendar days allowed in paragraph 3.1, in the amount of \$500 per each Calendar Day(s) will be charged to the Contractor for that time which exceeds the number of consecutive calendar days allowed in paragraph 3.1. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

48 **4. Payment.**

49
50 4.1 Contractor agrees to perform the Work for the unit prices and lump sums as
51 submitted in the Bid, taking into consideration additions to or deductions from the Bid by
52 reason of actual quantities measured, alterations or modifications of the original estimated
53 quantities, or by reason of “Extra Work” authorized under this Agreement in accordance with
54 the provisions of the Contract Documents.

55
56 4.2 No claim for extra work done, materials furnished by Contractor, delay or
57 acceleration will be allowed except as provided by the Contract. Contractor shall not do any
58 work or furnish any materials not covered by the Contract unless such work is first ordered in
59 writing as provided in the Contract, and if appropriate, an amendment to the Contract Sum if
60 agreed upon. Claims for payment for extra work will be rejected if not covered by a Change
61 Order or Supplemental Agreement.

62
63 4.3 Sponsor will retain from partial payments ten percent (10%) of the total
64 amount due Contractor based on the Contractor's Application for Payment and the Engineer's
65 Recommendation of Payment. Final payment will be made only after advertisement as
66 required and in the manner provided by Wyoming Statute Section 16-6-116.

67
68 **5. Breach of Contract.** If Contractor violates or breaches the terms of this Contract,
69 the Sponsor may suspend or terminate this Contract, or take any other action and pursue any other
70 remedy available at law or in equity.

71
72 **6. Indemnification.** Contractor shall indemnify and hold harmless the Sponsor and the
73 Architect, their officers and employees, from all suits, actions or claims relating in any way to
74 performance of the Work under this Contract.

75
76 **7. Governing Law & Attorney Fees.** This Contract will be governed by and construed
77 in accordance with the laws of Wyoming. Claims or disputes between the parties arising out of or
78 relating to this Contract will be brought only in a court in and for Teton County, Wyoming, or in the
79 United States District Court for the District of Wyoming, and in any such action the prevailing party
80 will be entitled to an award of reasonable legal fees and costs incurred.

81
82 **8. Miscellaneous.**

83
84 8.1 The section headings contained in this Contract are for convenience in reference
85 and are not intended to define or limit the scope of any provision.

86
87 8.2 Time is of the essence in this Contract.

88
89 8.3 Waiver by either party of, or the failure of either party to insist upon, the strict
90 performance of any provision of this Contract shall not constitute a waiver of the right or
91 prevent any such party from requiring the strict performance of any provision in the future.

92
93 8.4 Any covenant, condition or provision herein contained that is held to be invalid
94 by any court of competent jurisdiction shall be considered deleted from this Contract, but

such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice Contractor or Sponsor in their rights and obligations contained in valid covenants, conditions or provisions.

8.5 All covenants, conditions and provisions in this Contract shall extend to and bind the successors of the parties hereto, the assigns of Sponsor, and the permitted assigns of Contractor.

8.6 Notices and demands provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier service providing proof of delivery, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

8.7 This Contract embodies the entire agreement between the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

8.8 In the event of inconsistency between the terms of the Contract Documents or any law or regulations, the inconsistency shall be resolved by giving preference in the following order (1) laws and regulations, (2) this Contract for Improvements, (3) the Special Provisions, (4) the General Provisions, and (5) other of the Contract Documents.

IN WITNESS WHEREOF, Contractor and Sponsor, respectively, have caused this Contract to be duly executed effective on the day and year first written above in five (5) copies, each of which shall be considered an original.

ATTEST:

SPONSOR

Jackson Hole Airport Board

By: _____
_____, Secretary

By: _____
_____, President

CONTRACTOR

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

NOTICE OF AWARD

DATE: August 20, 2025

TO: Wadman Corporation
2920 South 925 West
Ogden, UT 84401

Jackson Hole Airport Board, having considered the Contract Proposals submitted for improvements to the Jackson Hole Airport, Project No. 10016808.19, and it appearing that your Contract Proposal of **Four Hundred Forty-Five Thousand Dollars** (\$445,000.00) for Rental Car Wall/Restroom Improvements is fair, equitable and in the best interest of the Jackson Hole Airport Board and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

Jackson Hole Airport Board
Jackson, Wyoming

By: _____
Contract Authorized Representative

Name and Title



August 4, 2025

Mr. James P. Elwood, AAE
Executive Director/CEO
Jackson Hole Airport
1250 E. Airport Road
Jackson, WY 83001

Subject: Jackson Hole Airport Board (JHAB)
Jackson Hole Airport, Jackson, Wyoming
Rental Car Wall and Restroom Improvements Project
Schedules I & II
Letter of Recommendation

Dear Mr. Elwood:

Invitations for bidding of the Rental Car Wall and Restroom Improvement Project (Project) were placed in the Jackson Hole News & Guide and the Denver Daily Journal on July 2, 2025, July 9, 2025, July 16, 2025, as well as on the bidding websites for WYDOT Aeronautics, Jackson Hole Airport, and Woolpert starting on July 2, 2025 through July 16, 2025. Upon advertisement, Woolpert notified multiple Contractors in the state and the region to solicit interest in the Project. Additionally, a Pre-Bid Meeting was held on July 23, 2025 with two prime contractors in attendance. Prior to the bids being opened, there appeared to be at least two prime contractors that were interested in this Project, and of which, one had previous experience working at the Jackson Hole Airport (JAC).

Bid proposals for the Project were received and opened on Friday, August 1, 2025, at the JAC Administration Building Conference Room at 2:00 p.m. local time. We received two formal bids, from Wadman Corporation (Wadman) and Shepard Construction Solutions, LLC (Shepard). Both Wadman and Shepard appear to be qualified to construct the Project and are otherwise considered responsible.

Shepard provided a Wyoming Certificate of Residency and therefore meets the Wyoming Preference 5% eligibility.

The Wyoming State statute reads: *'Preference will be given to Wyoming bidders. The contract shall be let to the responsible resident making the lowest proposal, if such resident's proposal is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder.'*

Wadman's Bid:

\$445,000.00

Shepard's Bid:

\$469,203.40

Shepard's bid of \$469,203.50 is approximately **5.43%** higher than that of Wadman's bid of \$445,000.00. Therefore, Wadman Corporation is the apparent low bidder as Shepard Construction Solutions, LLC bid is more than 5% higher than that of Wadman Corporation's bid.

Their price proposals were 5.43% (Shepard) and 0% (Wadman) **higher** than the engineer's estimate for the total combined cost for all schedules of work.

Woolpert, Inc.
P.O. Box 10789
Jackson, WY 83002
307.699.2460

The bids submitted by Shepard and Wadman are summarized in the table below:

Schedule	Engineer's Estimate	Shepard Const. Solutions	Wadman Corp.	% Higher/Lower from Engineer's Estimate
Schedule I & II	\$450,000.00	\$469,203.50	\$ 445,000.00	+4.3% (SCS) / -1% (WC)

Based on the information provided by the bidders, and considering the programmed funding available at this time, we recommend that the Board award Schedules I and II to Wadman Corporation in the amount of **\$445,000.00**.

In terms of funding, JAC is planning to fund the project using their own funds and no federal funds.

Our office has reviewed Wadman Corporation's bid proposal for compliance with the Instruction to Bidders. Wadman Corporation submitted the required forms, as outlined in Division 2 of the Contract Documents. Wadman Corporation also submitted evidence of competency to perform the work and evidence of financial responsibility, as per the requirements set forth by the Contract Documents. Woolpert has closely reviewed the bid proposal provided by Wadman Corporation and has determined that Wadman Corporation meets the technical requirements contained within the Project's Contract Documents. Wadman Corporation was also vetted against the General Services Administration Excluded Parties List System, and no records were found.

There were no DBE goal requirements for the project.

The following documents have been enclosed for your review:

Plan holder's List

Bid Tabulation including Review Memorandum

Shepard Construction Solutions and Wadman Corporation Bid Proposals

If you need additional information, please feel free to contact us.

Sincerely,

Stuart Schiff

Digitally signed by Stuart Schiff
DN: cn=US,
e=stuart.schiff@woolpert.com,
o=Woolpert, Inc. (A Woolpert
Company), cn=Stuart Schiff
Date: 2025.08.04 15:08:47-06'00'

Stuart Schiff

Project Engineer and Construction Manager

cc: Michelle Anderson, JAC Airport Assistant Director - CFO
Dustin Havel, JAC Airport Assistant Director – COO
Anna Valsing - CoS
Dan Reimer, JAC Airport Attorney
JD Ingram, Woolpert Project Director
Carla Fischer, Woolpert Project Manager
Paul Fiore, Woolpert Project Manager
Adam Agree, Project Architect

JULY 2025 ACTIVITY REPORT

AIRCRAFT OPERATIONS % CHANGE +/-

GENERAL AVIATION

COMMERCIAL

July 2025 vs July 2024

+9.15%

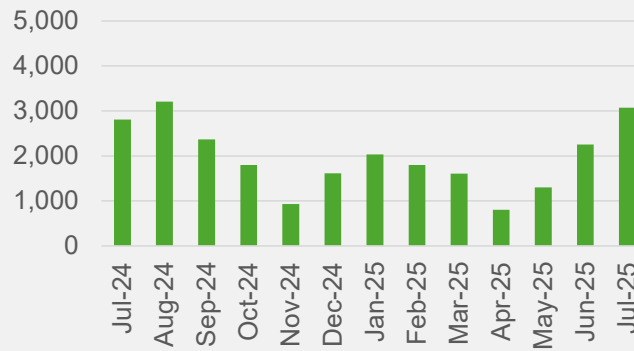
+23.4%

YTD 2025 vs YTD 2024*

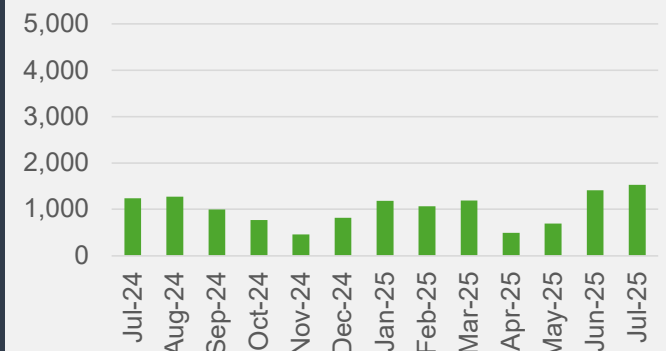
+5.03%

+16.5%

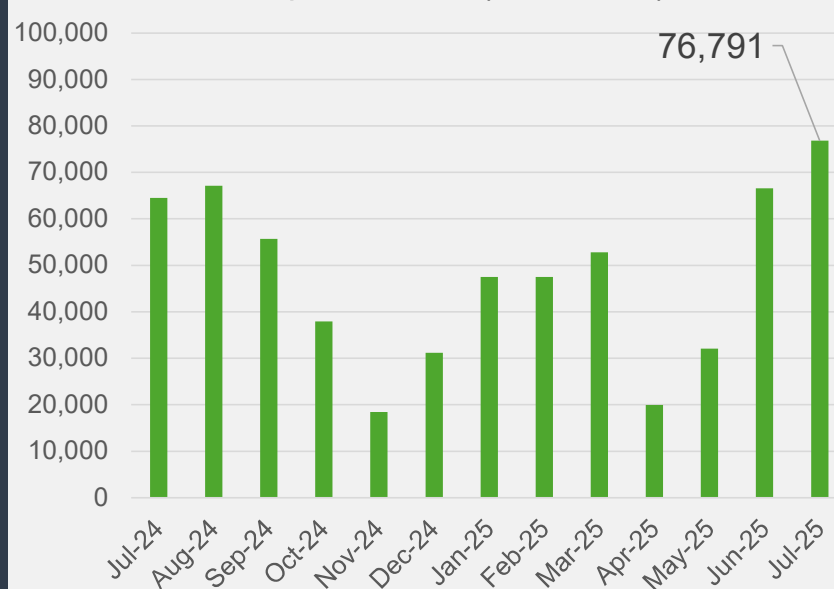
General Aviation Operations (13 Months)



Commercial Operations (13 Months)



Enplanements (13 Months)



LOAD FACTOR %

July 2025

83.36%

June 2024

81.32%

YTD 2025 76.09%

% CHANGE +/-

ENPLANEMENTS

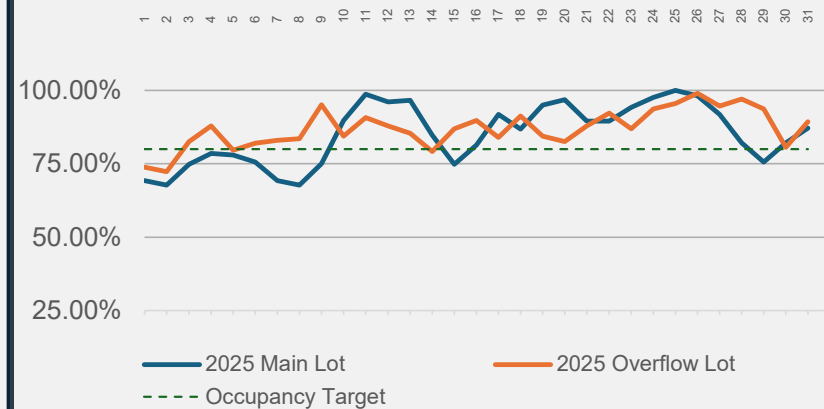
June 2025 vs June 2024

+19.02%

YTD 2025 vs YTD 2024*

+8.29%

July Parking Lot Occupancy



FUEL FARM – GALLONS JET A SOLD

COMMERCIAL

July 2024

786,866

July 2025

917,925

GENERAL AVIATION

July 2024

397,879

July 2025

430,236

*Year-to-Date (YTD) based on calendar year

July 2025	PASSENGERS ENPLANED				PASSENGERS DEPLANED				AIRCRAFT TAKEOFFS			
	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD
ALASKA	3,788	1,929	12,377	10,896	3,944	1,822	12,506	10,403	66	35	249	209
AMERICAN	23,967	18,416	83,436	71,905	23,538	18,357	81,839	68,314	232	189	860	758
DELTA	14,335	14,149	84,511	82,676	14,951	13,718	85,514	83,404	162	120	943	807
UNITED	34,701	30,028	162,850	151,440	35,471	32,431	164,028	156,525	315	308	1,768	1,599
TOTALS	76,791	64,522	343,174	316,917	77,904	66,328	343,887	318,646	775	652	3,820	3,373
PERCENT CHANGE	19.02%		8.29%		17.45%		7.92%		18.87%		13.25%	

LOAD FACTOR REPORT 2025															
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
ALASKA (SkyWest)	ER7 76 PASSENGERS	ENPLANED	1,666	1,808	1,988	0	533	2,594	3,788						12,377
		FLIGHTS	42	38	43	0	11	49	66						249
		AVG. ENPL/FLT	39.67	47.58	46.23	-	48.45	52.94	57.39	-	-	-	-	-	49.71
		LOAD FACTOR	52%	63%	61%	-	64%	70%	76%	-	-	-	-	-	65%
ALASKA	737-700 124 PASSENGERS	ENPLANED	0	0	0	0	0	0	0						0
		FLIGHTS	0	0	0	0	0	0	0						0
		AVG. ENPL/FLT	-	-	-	-	-	-	-	-	-	-	-	-	-
		LOAD FACTOR	-	-	-	-	-	-	-	-	-	-	-	-	-
ALASKA	737-800 147 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	319 128 PASSENGERS	ENPLANED	8,258	8,347	10,370	3,385	5,616	19,023	21,905						76,904
		FLIGHTS	86	79	91	36	57	168	190						707
		AVG. ENPL/FLT	96.02	105.66	113.96	94.03	98.53	113.23	115.29	-	-	-	-	-	108.78
		LOAD FACTOR	75%	83%	89%	73%	77%	88%	90%	-	-	-	-	-	85%
DELTA	757-200 199 PASSENGERS	ENPLANED	2,882	3,211	4,365	0	0	3,028	3,975						17,461
		FLIGHTS	21	23	32	0	0	23	30						129
		AVG. ENPL/FLT	137.24	139.61	136.41	-	-	131.65	132.50	-	-	-	-	-	135.36
		LOAD FACTOR	69%	70%	69%	-	-	66%	67%	-	-	-	-	-	68%
DELTA	AIR BUS 319 132 PASSENGERS	ENPLANED	8,510	6,951	9,314	7,236	9,155	5,510	4,412						51,088
		FLIGHTS	78	65	94	90	93	50	39						509
		AVG. ENPL/FLT	109.10	106.94	99.09	80.40	98.44	110.20	113.13	-	-	-	-	-	100.37
		LOAD FACTOR	83%	81%	75%	61%	75%	83%	86%	-	-	-	-	-	76%
UNITED (Skywest)	ER7 (E75)(E7T) 70 PASSENGERS	ENPLANED	792	1,165	2,698	1,901	1,202	1,996	1,871						11,625
		FLIGHTS	13	22	55	35	28	32	28						213
		AVG. ENPL/FLT	60.92	52.95	49.05	54.31	42.93	62.38	66.82	-	-	-	-	-	54.58
		LOAD FACTOR	87%	76%	70%	78%	61%	89%	95%	-	-	-	-	-	78%
UNITED (Skywest)	ER7 76 PASSENGERS	ENPLANED	2,491	1,564	3,224	1,186	721	1,176	211						10,573
		FLIGHTS	50	30	53	27	13	23	3						199
		AVG. ENPL/FLT	49.82	52.13	60.83	43.93	55.46	51.13	70.33	-	-	-	-	-	53.13
		LOAD FACTOR	66%	69%	80%	58%	73%	67%	93%	-	-	-	-	-	70%
DELTA (Skywest)	ER7 (ES4) 70 PASSENGERS	ENPLANED	1,437	1,803	1,135	0	755	4,509	5,807						15,446
		FLIGHTS	43	44	32	0	13	72	91						295
		AVG. ENPL/FLT	33.42	40.98	35.47	-	58.08	62.63	63.81	-	-	-	-	-	52.36
		LOAD FACTOR	48%	59%	51%	-	83%	89%	91%	-	-	-	-	-	75%
DELTA (Skywest)	ER7 (ES5) 76 PASSENGERS	ENPLANED	71	89	215	0	0	0	141						516
		FLIGHTS	1	2	5	0	0	0	2						10
		AVG. ENPL/FLT	71.00	44.50	43.00	-	-	-	70.50	-	-	-	-	-	51.60
		LOAD FACTOR	93%	59%	57%	-	-	-	93%	-	-	-	-	-	68%
AMERICAN (Skywest)	CRJ 700 65 PASSENGERS	ENPLANED	915	863	987	69	0	1,636	2,062						6,532
		FLIGHTS	23	22	26	2	0	38	42						153
		AVG. ENPL/FLT	39.78	39.23	37.96	34.50	-	43.05	49.10	-	-	-	-	-	42.69
		LOAD FACTOR	61%	60%	58%	53%	-	66%	76%	-	-	-	-	-	66%
UNITED AIRLINES	AIR BUS A319 126 PASSENGERS	ENPLANED	5,363	4,356	1,377	2,076	2,441	189	280						16,082
		FLIGHTS	63	45	14	26	27	2	3						180
		AVG. ENPL/FLT	85.13	96.80	98.36	79.85	90.41	94.50	93.33	-	-	-	-	-	89.34
		LOAD FACTOR	68%	77%	78%	63%	72%	75%	74%	-	-	-	-	-	71%
UNITED AIRLINES	AIR BUS A320 150 PASSENGERS	ENPLANED	6,440	9,013	10,216	3,852	8,915	17,663	22,854						78,953
		FLIGHTS	66	78	84	34	83	156	185						686
		AVG. ENPL/FLT	97.58	115.55	121.62	113.29	107.41	113.22	123.54	-	-	-	-	-	115.09
		LOAD FACTOR	65%	77%	81%	76%	72%	75%	82%	-	-	-	-	-	77%
UNITED AIRLINES	737-700 126 PASSENGERS	ENPLANED	8,655	8,331	6,917	226	2,764	9,239	9,485						45,617
		FLIGHTS	102	91	72	2	30	97	96						490
		AVG. ENPL/FLT	84.85	91.55	96.07	113.00	92.13	95.25	98.80	-	-	-	-	-	93.10
		LOAD FACTOR	67%	73%	76%	90%	73%	76%	78%	-	-	-	-	-	74%
Total Enplanements			47,480	47,501	52,806	19,931	32,102	66,563	76,791						343,174
Total Seats			68,656	63,475	69,316	29,748	43,898	83,777	92,118						450,988
Total Flights			588	539	601	252	355	710	775						3820
Total Load Factor			69.16%	74.83%	76.18%	67.00%	73.13%	79.45%	83.36%	-	-	-	-	-	76.09%

ENPLANEMENT/DEPLANEMENT SUMMARY

	2021		2022		2023		2024		2025	
	ENP	DEP	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	47,480	42,583
FEB	33,692	34,778	45,055	45,793	45,735	46,390	47,027	48,833	47,501	48,011
MAR	42,218	37,708	53,990	47,033	50,621	45,361	51,565	45,313	52,806	44,334
APR	18,834	17,318	8,492	7,915	20,551	19,320	21,463	20,847	19,931	20,323
MAY	28,107	28,844	0	0	22,559	26,039	27,870	33,630	32,102	37,971
JUN	63,491	67,750	2,788	6,027	54,283	59,855	57,482	62,492	66,563	72,761
JUL	77,421	76,225	59,565	63,560	64,100	64,861	64,522	66,328	76,791	77,904
AUG	74,093	67,990	63,140	60,029	65,164	63,209	67,127	66,247	0	0
SEP	55,861	53,918	52,676	50,536	51,936	49,081	55,666	51,327	0	0
OCT	31,381	25,214	27,010	22,539	29,818	28,739	37,948	31,394	0	0
NOV	18,096	18,083	16,986	16,880	17,675	17,335	18,442	17,809	0	0
DEC	32,657	43,017	31,448	41,587	31,757	41,158	31,192	42,461	0	0
TOTAL	508,838	499,609	405,693	402,264	500,742	502,270	527,292	527,884	343,174	343,887

JH Airport 2024 vs 2025 GA and Commercial Activity*

GA	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD	Commercial	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD	Overall	2023	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD
JAN	1,757	2,035	15.8%	278	15.8%	278	JAN	1,066	1,185	11.2%	119	11.2%	119	JAN	2,770	2,823	3,220	14.1%	397	14.1%	397
FEB	1,667	1,800	7.98%	133	12.0%	411	FEB	1,034	1,068	3.29%	34	7.29%	153	FEB	2,751	2,701	2,868	6.2%	167	10.2%	564
MAR	1,604	1,640	2.24%	36	8.89%	447	MAR	1,004	1,188	18.3%	184	10.9%	337	MAR	2,703	2,608	2,828	8.4%	220	9.64%	784
APR	769	806	4.81%	37	8.35%	484	APR	460	493	7.17%	33	10.4%	370	APR	1,322	1,229	1,299	5.7%	70	9.12%	854
MAY	1,294	1,302	0.62%	8	6.94%	492	MAY	610	695	13.9%	85	10.9%	455	MAY	1,682	1,904	1,997	4.9%	93	8.41%	947
JUNE	2,383	2,252	-5.50%	-131	3.81%	361	JUNE	1,081	1,410	30.4%	329	14.9%	784	JUNE	3,122	3,464	3,662	5.7%	198	7.77%	1,145
JULY	2,809	3,066	9.15%	257	5.03%	618	JULY	1,240	1,530	23.4%	290	16.5%	1,074	JULY	4,028	4,049	4,596	13.5%	547	9.01%	1,692
AUG	3,205	-					AUG	1,270	-					AUG	4,012	4,475	-				
SEPT	2,363	-					SEPT	994	-					SEPT	3,244	3,357	-				
OCT	1,799	-					OCT	769	-					OCT	2,040	2,568	-				
NOV	933	-					NOV	456	-					NOV	1,374	1,389	-				
DEC	1,616	-					DEC	816	-					DEC	2,486	2,432	-				
TOTALS	22,199						TOTALS	10,800						TOTALS	31,534	32,999					

*These numbers do not include aircraft prior to 0700 or after 2130.

2025 Tower Operations

	COMMERCIAL	GENERAL AVIATION	MILITARY	TOWER TOTALS
JAN	1185	2008	27	3,220
FEB	1068	1788	12	2,868
MAR	1188	1620	20	2,828
APR	493	788	18	1,299
MAY	695	1277	25	1,997
JUNE	1410	2234	18	3,662
JULY	1530	3037	29	4,596
AUG				-
SEPT				-
OCT				-
NOV				-
DEC				-
TOTALS	7569	12752	149	20470

*These numbers do not include aircraft prior to 0700 or after 2100.

JUNE 2025 ACTIVITY REPORT

AIRCRAFT OPERATIONS % CHANGE +/-

GENERAL AVIATION

COMMERCIAL

June 2025 vs June 2024

(-5.50)%

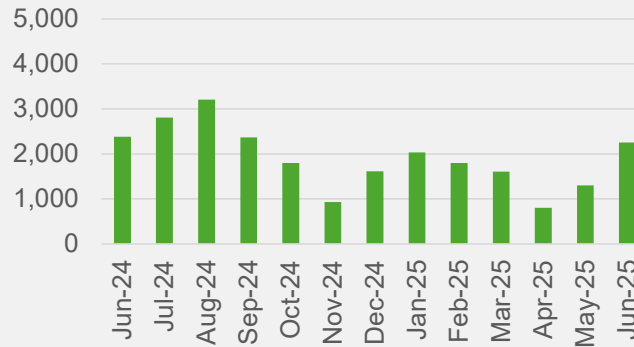
+30.4%

YTD 2025 vs YTD 2024*

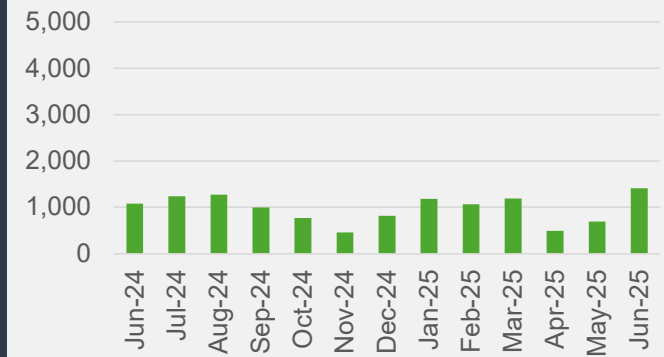
+3.81%

+14.9%

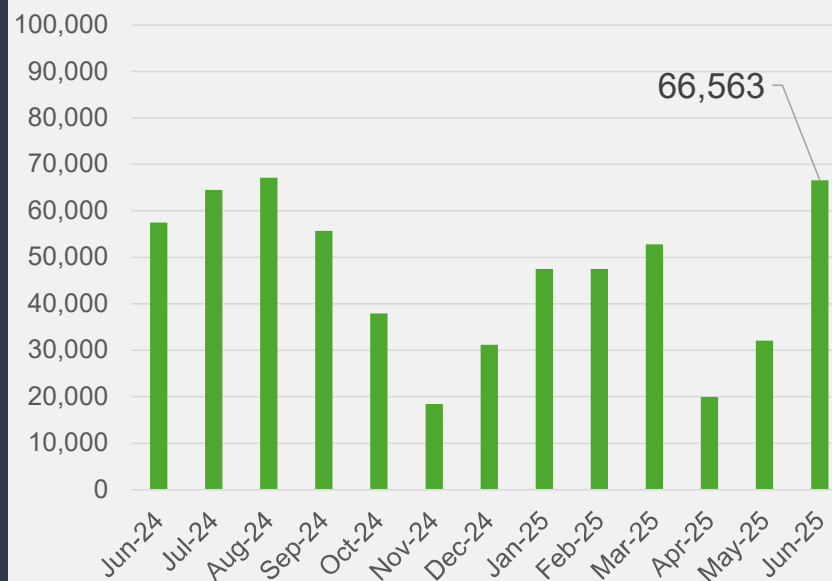
General Aviation Operations (13 Months)



Commercial Operations (13 Months)



Enplanements (13 Months)



LOAD FACTOR %

June 2025

79.45%

June 2024

79.35%

YTD 2025 74.23%

% CHANGE +/-

ENPLANEMENTS

June 2025 vs June 2024

+15.80%

YTD 2025 vs YTD 2024*

+5.54%

THERE IS NO PARKING DATA FOR JUNE AS THE PARKING LOTS WERE BLOCKED AT VARIOUS TIMES FOR SEAL COAT AND PAINTING.

FUEL FARM – GALLONS JET A SOLD

COMMERCIAL

June 2024

739,965

June 2025

833,463

GENERAL AVIATION

June 2024

275,005

June 2025

323,594

*Year-to-Date (YTD) based on calendar year

LOAD FACTOR REPORT 2025															
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
ALASKA (SkyWest)	ER7 76 PASSENGERS	ENPLANED	1,666	1,808	1,988	0	533	2,594							8,589
		FLIGHTS	42	38	43	0	11	49							183
		AVG. ENPL/FLT	39.67	47.58	46.23	-	48.45	52.94	-	-	-	-	-	-	46.93
		LOAD FACTOR	52%	63%	61%	-	64%	70%	-	-	-	-	-	-	62%
ALASKA	737-700 124 PASSENGERS	ENPLANED	0	0	0	0	0	0							0
		FLIGHTS	0	0	0	0	0	0							0
		AVG. ENPL/FLT	-	-	-	-	-	-	-	-	-	-	-	-	-
		LOAD FACTOR	-	-	-	-	-	-	-	-	-	-	-	-	-
ALASKA	737-800 147 PASSENGERS	ENPLANED	0	0	0	0	0	0							0
		FLIGHTS	0	0	0	0	0	0							0
		AVG. ENPL/FLT	-	-	-	-	-	-	-	-	-	-	-	-	-
		LOAD FACTOR	-	-	-	-	-	-	-	-	-	-	-	-	-
AMERICAN	319 128 PASSENGERS	ENPLANED	8,258	8,347	10,370	3,385	5,616	19,023							54,999
		FLIGHTS	86	79	91	36	57	168							517
		AVG. ENPL/FLT	96.02	105.66	113.96	94.03	98.53	113.23	-	-	-	-	-	-	106.38
		LOAD FACTOR	75%	83%	89%	73%	77%	88%	-	-	-	-	-	-	83%
DELTA	757-200 199 PASSENGERS	ENPLANED	2,882	3,211	4,365	0	0	3,028							13,486
		FLIGHTS	21	23	32	0	0	23							99
		AVG. ENPL/FLT	137.24	139.61	136.41	-	-	131.65	-	-	-	-	-	-	136.22
		LOAD FACTOR	69%	70%	69%	-	-	66%	-	-	-	-	-	-	68%
DELTA	AIR BUS 319 132 PASSENGERS	ENPLANED	8,510	6,951	9,314	7,236	9,155	5,510							46,676
		FLIGHTS	78	65	94	90	93	50							470
		AVG. ENPL/FLT	109.10	106.94	99.09	80.40	98.44	110.20	-	-	-	-	-	-	99.31
		LOAD FACTOR	83%	81%	75%	61%	75%	83%	-	-	-	-	-	-	75%
UNITED (Skywest)	ER7 (E75)(E7T) 70 PASSENGERS	ENPLANED	792	1,165	2,698	1,901	1,202	1,996							9,754
		FLIGHTS	13	22	55	35	28	32							185
		AVG. ENPL/FLT	60.92	52.95	49.05	54.31	42.93	62.38	-	-	-	-	-	-	52.72
		LOAD FACTOR	87%	76%	70%	78%	61%	89%	-	-	-	-	-	-	75%
UNITED (Skywest)	ER7 76 PASSENGERS	ENPLANED	2,491	1,564	3,224	1,186	721	1,176							10,362
		FLIGHTS	50	30	53	27	13	23							196
		AVG. ENPL/FLT	49.82	52.13	60.83	43.93	55.46	51.13	-	-	-	-	-	-	52.87
		LOAD FACTOR	66%	69%	80%	58%	73%	67%	-	-	-	-	-	-	70%
DELTA (Skywest)	ER7 (ES4) 70 PASSENGERS	ENPLANED	1,437	1,803	1,135	0	755	4,509							9,639
		FLIGHTS	43	44	32	0	13	72							204
		AVG. ENPL/FLT	33.42	40.98	35.47	-	58.08	62.63	-	-	-	-	-	-	47.25
		LOAD FACTOR	48%	59%	51%	-	83%	89%	-	-	-	-	-	-	68%
DELTA (Skywest)	ER7 (ES5) 76 PASSENGERS	ENPLANED	71	89	215	0	0	0							375
		FLIGHTS	1	2	5	0	0	0							8
		AVG. ENPL/FLT	71.00	44.50	43.00	-	-	-	-	-	-	-	-	-	46.88
		LOAD FACTOR	93%	59%	57%	-	-	-	-	-	-	-	-	-	62%
AMERICAN (Skywest)	CRJ 700 65 PASSENGERS	ENPLANED	915	863	987	69	0	1,636							4,470
		FLIGHTS	23	22	26	2	0	38							111
		AVG. ENPL/FLT	39.78	39.23	37.96	34.50	-	43.05	-	-	-	-	-	-	40.27
		LOAD FACTOR	61%	60%	58%	53%	-	66%	-	-	-	-	-	-	62%
UNITED AIRLINES	AIR BUS A319 126 PASSENGERS	ENPLANED	5,363	4,356	1,377	2,076	2,441	189							15,802
		FLIGHTS	63	45	14	26	27	2							177
		AVG. ENPL/FLT	85.13	96.80	98.36	79.85	90.41	94.50	-	-	-	-	-	-	89.28
		LOAD FACTOR	68%	77%	78%	63%	72%	75%	-	-	-	-	-	-	71%
UNITED AIRLINES	AIR BUS A320 150 PASSENGERS	ENPLANED	6,440	9,013	10,216	3,852	8,915	17,663							56,099
		FLIGHTS	66	78	84	34	83	156							501
		AVG. ENPL/FLT	97.58	115.55	121.62	113.29	107.41	113.22	-	-	-	-	-	-	111.97
		LOAD FACTOR	65%	77%	81%	76%	72%	75%	-	-	-	-	-	-	75%
UNITED AIRLINES	737-700 126 PASSENGERS	ENPLANED	8,655	8,331	6,917	226	2,764	9,239							36,132
		FLIGHTS	102	91	72	2	30	97							394
		AVG. ENPL/FLT	84.85	91.55	96.07	113.00	92.13	95.25	-	-	-	-	-	-	91.71
		LOAD FACTOR	67%	73%	76%	90%	73%	76%	-	-	-	-	-	-	73%
Total Enplanements			47,480	47,501	52,806	19,931	32,102	66,563							266,383
Total Seats			68,656	63,475	69,316	29,748	43,898	83,777							358,870
Total Flights			588	539	601	252	355	710							3045
Total Load Factor			69.16%	74.83%	76.18%	67.00%	73.13%	79.45%	-	-	-	-	-	-	74.23%

June 2025	PASSENGERS ENPLANED				PASSENGERS DEPLANED				AIRCRAFT TAKEOFFS			
	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD
ALASKA	2,594	2,004	8,589	8,967	3,037	2,295	8,562	8,581	49	37	183	174
AMERICAN	20,659	14,276	59,469	53,489	21,454	14,916	58,301	49,957	206	142	628	569
DELTA	13,047	13,060	70,176	68,527	14,341	13,808	70,563	69,686	145	115	781	687
UNITED	30,263	28,142	128,149	121,412	33,929	31,473	128,557	124,094	310	280	1,453	1,291
TOTALS	66,563	57,482	266,383	252,395	72,761	62,492	265,983	252,318	710	574	3,045	2,721
PERCENT CHANGE	15.80%		5.54%		16.43%		5.42%		23.69%		11.91%	

ENPLANEMENT/DEPLANEMENT SUMMARY

	2021		2022		2023		2024		2025	
	ENP	DEP	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	47,480	42,583
FEB	33,692	34,778	45,055	45,793	45,735	46,390	47,027	48,833	47,501	48,011
MAR	42,218	37,708	53,990	47,033	50,621	45,361	51,565	45,313	52,806	44,334
APR	18,834	17,318	8,492	7,915	20,551	19,320	21,463	20,847	19,931	20,323
MAY	28,107	28,844	0	0	22,559	26,039	27,870	33,630	32,102	37,971
JUN	63,491	67,750	2,788	6,027	54,283	59,855	57,482	62,492	66,563	72,761
JUL	77,421	76,225	59,565	63,560	64,100	64,861	64,522	66,328	0	0
AUG	74,093	67,990	63,140	60,029	65,164	63,209	67,127	66,247	0	0
SEP	55,861	53,918	52,676	50,536	51,936	49,081	55,666	51,327	0	0
OCT	31,381	25,214	27,010	22,539	29,818	28,739	37,948	31,394	0	0
NOV	18,096	18,083	16,986	16,880	17,675	17,335	18,442	17,809	0	0
DEC	32,657	43,017	31,448	41,587	31,757	41,158	31,192	42,461	0	0
TOTAL	508,838	499,609	405,693	402,264	500,742	502,270	527,292	527,884	266,383	265,983

JH Airport 2024 vs 2025 GA and Commercial Activity*

GA	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD	Commercial	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD	Overall	2023	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD
JAN	1,757	2,035	15.8%	278	15.8%	278	JAN	1,066	1,185	11.2%	119	11.2%	119	JAN	2,770	2,823	3,220	14.1%	397	14.1%	397
FEB	1,667	1,800	7.98%	133	12.0%	411	FEB	1,034	1,068	3.29%	34	7.29%	153	FEB	2,751	2,701	2,868	6.2%	167	10.2%	564
MAR	1,604	1,640	2.24%	36	8.89%	447	MAR	1,004	1,188	18.3%	184	10.9%	337	MAR	2,703	2,608	2,828	8.4%	220	9.6%	784
APR	769	806	4.81%	37	8.35%	484	APR	460	493	7.17%	33	10.4%	370	APR	1,322	1,229	1,299	5.7%	70	9.1%	854
MAY	1,294	1,302	0.62%	8	6.94%	492	MAY	610	695	13.9%	85	10.9%	455	MAY	1,682	1,904	1,997	4.9%	93	8.4%	947
JUNE	2,383	2,252	-5.50%	-131	3.81%	361	JUNE	1,081	1,410	30.4%	329	14.9%	784	JUNE	3,122	3,464	3,662	5.7%	198	7.8%	1,145
JULY	2,809	-					JULY	1,240	-					JULY	4,028	4,049	-				
AUG	3,205	-					AUG	1,270	-					AUG	4,012	4,475	-				
SEPT	2,363	-					SEPT	994	-					SEPT	3,244	3,357	-				
OCT	1,799	-					OCT	769	-					OCT	2,040	2,568	-				
NOV	933	-					NOV	456	-					NOV	1,374	1,389	-				
DEC	1,616	-					DEC	816	-					DEC	2,486	2,432	-				
TOTALS	22,199						TOTALS	10,800						TOTALS	31,534	32,999					

*These numbers do not include aircraft prior to 0700 or after 2130.

2025 Tower Operations

	COMMERCIAL	GENERAL AVIATION	MILITARY	TOWER TOTALS
JAN	1185	2008	27	3,220
FEB	1068	1788	12	2,868
MAR	1188	1620	20	2,828
APR	493	788	18	1,299
MAY	695	1277	25	1,997
JUNE	1410	2234	18	3,662
JULY				-
AUG				-
SEPT				-
OCT				-
NOV				-
DEC				-
TOTALS	6039	9715	120	15874

*These numbers do not include aircraft prior to 0700 or after 2100.