
I. Call to Order

II. Employee of the Month

III. Community Outreach

Jeremy
Barnum

IV. Comments from Grand Teton National Park, Town of Jackson, Teton County, and Public

V. Director's Comments

V.A. Activity Reports

V.B. Operations/Security/FBO Updates

VI. Action Items

VI.A. Consent Agenda

VI.A.1. Approval of the Minutes

VI.A.1.a. April 15, 2026 Regular Meeting

VI.A.1.b. May 28 and May 29, 2026 Special Meeting (Board Retreat)

VI.A.2. Alpine Air Agreement

VI.A.3. TNC Operating Agreements

VI.A.3.a. Lyft

VI.A.3.b. Rasier LLC. D/B/A Uber

VI.A.4. Tailwind JAC LLC. 2nd Amendment (Lease of Additional Storage Space)

VI.A.5. GSA Lease Amendment DFC26 (Addition of DEI Discrimination by Federal Contractors Clause)

VI.B. Financial Reports

Michelle
Anderson

VI.C. Resolution 2026-04 Fees and Charges

Michelle
Anderson

VI.D. Paging System Replacement

Dustin
Havel

VI.D.1. IES Communications LLC. - Equipment Purchase Agreement

VI.D.2. IES Communications LLC. - Ongoing Support and Maintenance Agreement

VI.E. Global Ground Support Deice Truck Purchase Agreement

Craig
Foster

VI.F. Interim Director Professional Services Agreement

Dan
Reimer

VII. Board Comments

VIII. Adjourn

MAY 2026 ACTIVITY REPORT

AIRCRAFT OPERATIONS % CHANGE +/-

GENERAL AVIATION

COMMERCIAL

May 2026 vs May 2025

+20.4%

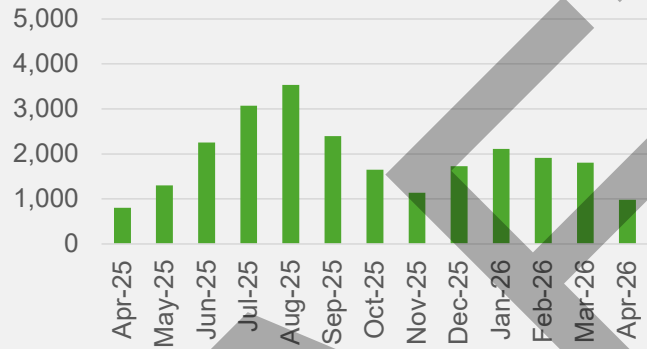
+31.1%

YTD 2026 vs YTD 2025*

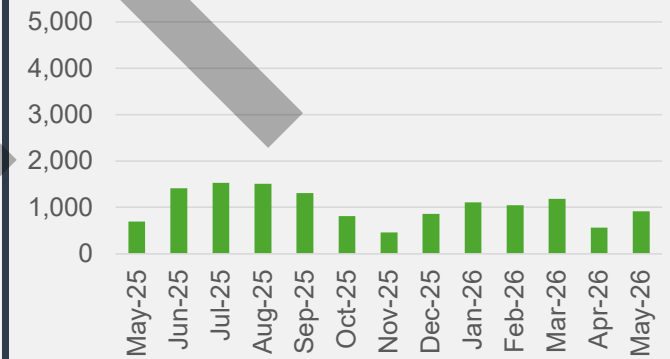
+10.4%

+3.85%

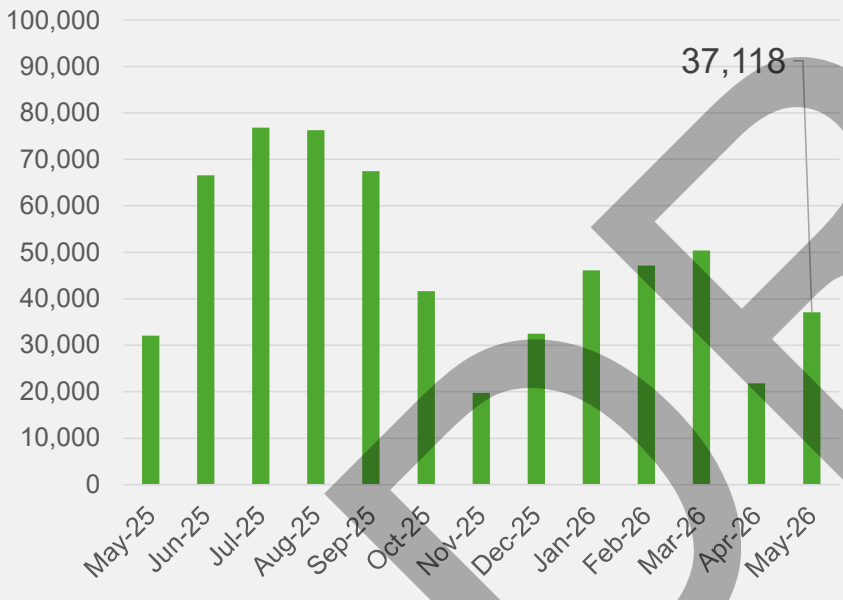
General Aviation Operations (13 Months)



Commercial Operations (13 Months)



Enplanements (13 Months)



LOAD FACTOR %

May 2025

73.13%

May 2026

72.27%

YTD 2026: 73.16%

% CHANGE +/-

ENPLANEMENTS

May 2026 vs May 2025

+15.6%

YTD 2026 vs YTD 2025*

+1.43%

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

FUEL FARM – GALLONS JET A SOLD

COMMERCIAL

May 2025

319,293

May 2026

423,462

GENERAL AVIATION

May 2025

169,580

May 2026

171,623

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

May 2026	PASSENGERS ENPLANED				PASSENGERS DEPLANED				AIRCRAFT LANDINGS			
	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD
ALASKA	605	533	6,072	5,995	821	560	5,420	5,525	15	11	141	134
AMERICAN	8,205	5,616	39,084	38,810	10,521	6,949	38,914	36,847	96	57	438	422
DELTA	10,324	9,910	52,704	57,129	12,299	11,189	56,376	56,222	142	106	678	636
UNITED	17,984	16,043	104,816	97,886	21,379	19,273	101,489	94,628	192	181	1,149	1,143
TOTALS	37,118	32,102	202,676	199,820	45,020	37,971	202,199	193,222	445	355	2,406	2,335
PERCENT CHANGE	15.63%		1.43%		18.56%		4.65%		25.35%		3.04%	

DRAFT

LOAD FACTOR REPORT 2026

			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
ALASKA (SkyWest)	ER7	ENPLANED	1,609	1,891	1,967	0	605								6,072
	76	FLIGHTS	44	40	42	0	15								141
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	36.57 48%	47.28 62%	46.83 62%	- -	40.33 53%	- -	- -	- -	- -	- -	- -	- -	- -
ALASKA	737-700	ENPLANED	0	0	0	0	0								0
	124	FLIGHTS	0	0	0	0	0								0
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -
AMERICAN	E175	ENPLANED	0	0	0	0	0								0
	76	FLIGHTS	0	0	0	0	0								0
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -
AMERICAN	319	ENPLANED	6,491	7,948	9,600	4,064	7,668								35,771
	128	FLIGHTS	67	72	87	42	81								349
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	96.88 76%	110.39 86%	110.34 86%	96.76 76%	94.67 74%	- -	- -	- -	- -	- -	- -	- -	- -
DELTA	757-200	ENPLANED	2,905	3,477	3,254	0	0								9,636
	199	FLIGHTS	22	24	26	0	0								72
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	132.05 66%	144.88 73%	125.15 63%	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -
DELTA	AIR BUS 319	ENPLANED	6,115	5,515	5,791	4,461	5,493								27,375
	132	FLIGHTS	69	61	70	60	62								322
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	88.62 67%	90.41 68%	82.73 63%	74.35 56%	88.60 67%	- -	- -	- -	- -	- -	- -	- -	- -
UNITED (Skywest)	ER7 (E75)(E7T)	ENPLANED	1,670	1,810	2,149	1,741	1,468								8,838
	70	FLIGHTS	32	34	40	38	23								167
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	52.19 75%	53.24 76%	53.73 77%	45.82 65%	63.83 91%	- -	- -	- -	- -	- -	- -	- -	- -
UNITED (Skywest)	ER7	ENPLANED	2,603	1,370	2,034	1,542	533								8,082
	76	FLIGHTS	38	20	32	25	8								123
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	68.50 90%	68.50 90%	63.56 84%	61.68 81%	66.63 89%	- -	- -	- -	- -	- -	- -	- -	- -
DELTA (Skywest)	ER7 (ES4) (EA4)	ENPLANED	2,654	2,518	2,691	1,712	4,696								14,271
	70	FLIGHTS	48	47	55	28	77								255
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	55.29 79%	53.57 77%	48.93 70%	61.14 87%	60.99 87%	- -	- -	- -	- -	- -	- -	- -	- -
DELTA (Skywest)	ER7 (ES5)	ENPLANED	707	361	152	67	135								1,422
	76	FLIGHTS	14	7	3	2	3								29
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	50.50 66%	51.57 68%	50.67 67%	33.50 44%	45.00 59%	- -	- -	- -	- -	- -	- -	- -	- -
AMERICAN (Skywest)	CRJ 700	ENPLANED	825	837	900	214	537								3,313
	65	FLIGHTS	27	20	22	5	15								89
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	30.56 47%	41.85 64%	40.91 63%	42.80 66%	35.80 55%	- -	- -	- -	- -	- -	- -	- -	- -
UNITED AIRLINES	AIR BUS A319	ENPLANED	2,953	996	3,408	2,519	1,419								11,295
	126	FLIGHTS	35	12	41	29	19								136
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	84.37 67%	83.00 66%	83.12 66%	86.86 69%	74.68 59%	- -	- -	- -	- -	- -	- -	- -	- -
UNITED AIRLINES	AIR BUS A320	ENPLANED	9,904	11,889	9,326	4,233	11,470								46,822
	150	FLIGHTS	87	99	74	37	107								404
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	113.84 76%	120.09 80%	126.03 84%	114.41 76%	107.20 71%	- -	- -	- -	- -	- -	- -	- -	- -
UNITED AIRLINES	737-700	ENPLANED	7,694	8,565	9,136	1,290	3,094								29,779
	126	FLIGHTS	84	87	96	17	35								319
	PASSENGERS	AVG. ENPL/FLT LOAD FACTOR	91.60 73%	98.45 78%	95.17 76%	75.88 60%	88.40 70%	- -	- -	- -	- -	- -	- -	- -	- -
Total Enplanements			46,130	47,177	50,408	21,843	37,118								202,676
Total Seats			64,757	61,430	67,844	31,639	51,357								277,027
Total Flights			567	523	588	283	445								2406
Total Load Factor			71.24%	76.80%	74.30%	69.04%	72.27%								73.16%

ENPLANEMENT/DEPLANEMENT SUMMARY

	2023		2024		2025		2026	
	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP
JAN	46,543	40,922	46,988	41,203	47,480	42,583	46,130	41,530
FEB	45,735	46,390	47,027	48,833	47,501	48,011	47,177	48,343
MAR	50,621	45,361	51,565	45,313	52,806	44,334	50,408	45,544
APR	20,551	19,320	21,463	20,847	19,931	20,323	21,843	21,762
MAY	22,559	26,039	27,870	33,630	32,102	37,971	37,118	45,020
JUN	54,283	59,855	57,482	62,492	66,563	72,761	0	0
JUL	64,100	64,861	64,522	66,328	76,791	77,904	0	0
AUG	65,164	63,209	67,127	66,247	76,248	76,819	0	0
SEP	51,936	49,081	55,666	51,327	67,452	63,441	0	0
OCT	29,818	28,739	37,948	31,394	41,622	34,417	0	0
NOV	17,675	17,335	18,442	17,809	19,753	18,656	0	0
DEC	31,757	41,158	31,192	42,461	32,453	43,398	0	0
TOTAL	500,742	502,270	527,292	527,884	580,702	580,618	202,676	202,199

2026 Tower Operations

	COMMERCIAL	GENERAL AVIATION	MILITARY	TOWER TOTALS
JAN	1107	2102	8	3,217
FEB	1046	1893	20	2,959
MAR	1180	1792	11	2,983
APR	563	969	11	1,543
MAY	911	1543	25	2,479
JUNE				-
JULY				-
AUG				-
SEPT				-
OCT				-
NOV				-
DEC				-
TOTALS	4807	8299	75	13181

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

JH Airport 2025 vs 2026 GA and Commercial Activity*

GA	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD	Commercial	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD	Overall	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD
JAN	2,035	2,110	3.69%	75	3.69%	75	JAN	1,185	1,107	-6.58%	-78	-6.58%	-78	JAN	3,220	3,217	-0.09%	-3	-0.09%	-3
FEB	1,800	1,913	6.28%	113	4.90%	188	FEB	1,068	1,046	-2.06%	-22	-4.44%	-100	FEB	2,868	2,959	3.17%	91	1.45%	88
MAR	1,640	1,803	9.94%	163	6.41%	351	MAR	1,188	1,180	-0.67%	-8	-3.14%	-108	MAR	2,828	2,983	5.48%	155	2.73%	243
APR	806	980	21.6%	174	8.36%	525	APR	493	563	14.2%	70	-0.97%	-38	APR	1,299	1,543	18.8%	244	4.77%	487
MAY	1,302	1,568	20.4%	266	10.4%	791	MAY	695	911	31.1%	216	3.85%	178	MAY	1,997	2,479	24.1%	482	7.93%	969
JUNE	2,252	0					JUNE	1,410	0					JUNE	3,662	0				
JULY	3,066	0					JULY	1,530	0					JULY	4,596	0				
AUG	3,529	0					AUG	1,510	0					AUG	5,039	0				
SEPT	2,395	0					SEPT	1,307	0					SEPT	3,702	0				
OCT	1,651	0					OCT	809	0					OCT	2,460	0				
NOV	1,138	0					NOV	458	0					NOV	1,596	0				
DEC	1,729	0					DEC	855	0					DEC	2,584	0				
TOTALS	23,343	8,374					TOTALS	12,508	4,807					TOTALS	35,851	13,181				

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

MINUTES OF THE JACKSON HOLE AIRPORT BOARD MEETING

DATE: April 15, 2026

BOARD PRESENT: Melissa Turley, Bob McLaurin, Ed Liezeit, and John Carey present in person in the Airport Board Room.

OTHER PRESENT: Jim Elwood, Michelle Anderson, Dustin Havel, Anna Valsing, Jeremy Barnum, Craig Foster, Tony Cross, Jamey Miles, Aimee Crook, Alton George, Jordyn McDougall, Jac Stelly, Taylor Gemmel, Esther Borja, Bryce Beatty, Apinya Wright, Elaine Rodgerson, Angela Bilger, and Gina Van Slyke, Jackson Hole Airport; Jen Wolchansky and Ryk Dunkelberg, Mead & Hunt; Paul Dunholter, Chip Jenkins and Chanteil Walter, Grand Teton National Park; Nick Delmolino, Grand Teton Association; Alyson Sperry, Town of Jackson, and Dan Reimer, Airport Counsel. Other individuals not individually documented were present in person or watched the meeting through the Webex Platform.

I. CALL TO ORDER: President Turley called the Board Meeting to order at 9:00 AM.

Turley provided an update on the Aviation Safety Facility conceptual planning study. She reported that the Airport has received substantial feedback from stakeholders and members of the public on the project. She said that Airport staff have postponed the previously scheduled community open house and paused the planning study to allow time to review and consider the feedback. She added that staff will continue to keep the public informed and engaged as the project moves forward.

Elwood requested a change to the agenda to move Action Item D, the Agreement with the National Park for Terminal Bookstore Space, to immediately follow Public Comment and to designate it as Action Item B. The Board agreed with the agenda change.

II. EMPLOYEE OF THE MONTH: Rodgerson recognized Angela Bilger as the March Employee of the Month.

III. COMMUNITY OUTREACH: Barnum provided a public outreach update on recent participation in Washington, D.C., with the Wyoming Airports Coalition (WAC). He noted that the coalition is a collaborative organization of Wyoming airport industry leaders focused on statewide aviation issues rather than competition among airports. Representatives attended the Airports Council International (ACI) and American Association of Airport Executives (AAAE) Washington Legislative Conference, where they met with Wyoming's congressional delegation, including both U.S. Senators and the state's Representative, to discuss aviation priorities and issues affecting Wyoming airports. Airport leadership also held discussions with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) officials on national aviation matters.

Barnum also highlighted a recent community outreach event in which students from CV Ranch, a local therapeutic residential school, visited the airport's Aircraft Rescue and Firefighting (ARFF) facility for a behind-the-scenes tour led by Airport operations staff. He emphasized the importance of providing

educational opportunities for local youth and of maintaining community engagement through outreach and public education.

IV. COMMENTS FROM GRAND TETON NATIONAL PARK, TOWN OF JACKSON, TETON COUNTY, AND THE PUBLIC: Superintendent Chip Jenkins of Grand Teton National Park (the ‘Park’) thanked the Board for pausing work on the proposed Aviation Safety Facility to allow additional public input and planning discussions. He stated that continued collaboration and community engagement would improve future planning for emergency operations and Airport development. He advised that Chanteil Walter will serve as a temporary liaison, facilitating coordination and daily communication between the Park and the Airport. Jenkins commented on the Airport Shuttle Pilot program, emphasizing that the pilot’s value should be measured by the lessons learned and the future opportunities identified through the process. He encouraged continued collaboration among the Airport, local governments, START Bus, and community partners to evaluate transportation, parking, and transit solutions as visitation and traffic demands continue to increase.

Jenkins introduced Nick Delmolino, the Executive Director of the Grand Teton Association (GTA), who provided an overview of the organization, including its educational mission, support for Park programs, operation of the Airport Terminal bookstore, and its continued partnership with the Airport.

Town Councilmember Spery addressed the Board and discussed several ongoing Town initiatives, including the development of the 2027 Town budget and planning for a public housing project. She also discussed recent parking management changes in the Town of Jackson, including the implementation of overnight parking fees and adjustments to parking operations to better manage long-term and commercial parking. Spery noted that long-term parking availability and transportation connectivity remain important community issues and that Town representatives would like to continue working with the Airport.

The public provided feedback regarding the proposed ARFF facility and encouraged the Airport to continue long-term master planning efforts to support future facility development and operational needs.

V. ACTION ITEMS:

A. CONSENT AGENDA:

1. Approval of the Minutes
 - a. March 16, 2026, Special Meeting
 - b. April 7, 2026, Special Meeting
2. Resolution 2026-03 for AIP 90 (Taxiway A Design)
3. Woolpert Revised Amendment 24 for Taxiway A Design
4. GSA Lease Amendment LWY00512 LA6
5. Change Order 3 (Non-Federal) – Knife River Contract for Deicing Pad and Collection System Improvements
6. KLJ Engineering LLC. Owners Representative Agreement 3rd Amendment



Liebzeit moved approval of each of the consent agenda items A1 through A6. Carey seconded the motion which passed unanimously.

B. AGREEMENT WITH NATIONAL PARK SERVICE FOR TERMINAL BOOKSTORE

SPACE: Elwood presented for the Board approval an Agreement with the National Park Service for the terminal bookstore space from which the Grand Teton Association operates a Park bookstore. He stated that, in consideration of the Airport location within Grand Teton National Park pursuant to the Use Agreement, the National Park Service occupies the space without paying rental fees. Elwood stated that the Grand Teton Association is an official Park partner and that all bookstore profits benefit the Park. He concluded that the current agreement expires on May 31, 2026; this new Agreement is for a term beginning on June 1, 2026, and continuing through May 31, 2029.

McLaurin moved for approval of the Agreement with the National Park Service for the Terminal Bookstore Space, in the form presented. Carey seconded the motion which passed unanimously.

C. FINANCIAL REPORTS: Anderson presented the financial reports for March 2026 for the Board's acceptance. She advised that income and expenses were above budgeted levels, largely due to fuel prices being between what we budgeted and what we experienced.

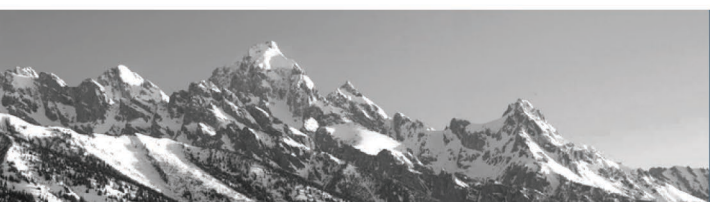
Liebzeit moved acceptance of the financial reports for March 2026. Carey seconded the motion which passed unanimously.

D. FY 2026-2027 BUDGET: Anderson presented the FY 2026/2027 budget for approval. She stated that the Airport budget is presented with three enterprise centers and six cost centers again this year. She continued that the enterprise centers remain the same as in prior years, including JAC Operations, Fixed Based Operator (FBO), and the Fuel Farm; the six cost centers remain the same and consist of: airside, landside, terminal, other buildings and grounds, environmental, and community outreach. She stated that the balance to net reserves at the end of fiscal year 2026/2027 across all three enterprise centers, after capital, is \$326,561.

Anderson stated that once approved by the Board, the budget will be presented to the Town and County for their review.

Liebzeit moved to adopt the Fiscal Year 2026-2027 budget in the form presented. Carey seconded the motion which passed unanimously with McLaurin absent from the vote.

E. 2026 SEAL COAT AND MARKING PROJECT CONTRACT – STRAIGHT STRIPE PAINTING INC.: Havel presented a Notice of Award and Contract with Straight Stripe Painting Inc. for the 2026 Seal Coat & Mark Project for the Board's approval. He advised that each year the Airport remarks the pavement, both landside and airside, to ensure the markings remain in the best possible condition and are visible for the safe movement of aircraft and ground handling personnel. He stated that it is important that the airfield markings be in good condition to comply with FAA Part 139 regulations and requirements, especially after the winter's heavy snow plowing and brooming.



Havel noted that most years, the Airport participates in the WYDOT Aeronautics Group Maintenance Project to secure the best unit pricing for the marking work. He said that airports in Wyoming are eligible for State funding for the project on a rotating basis every three years. Havel noted that this year, the Airport is not eligible but will still participate in the group bid as a 'locally funded' participant. He concluded that this year, Straight Stripe Painting Inc. was the apparent low bidder, and staff recommends that the Board award the work to Straight Stripe Painting Inc. in the amount of \$272,506.30.

Carey moved approval of the Contract with Straight Stripe Painting Inc. for the 2026 Seal Coat & Mark Project in the amount of \$272,506.30, in the form presented, and the issuance of the Notice of Award. Liebrecht seconded the motion, which passed unanimously.

VI. DIRECTOR'S COMMENTS: Elwood presented the activity reports. He stated that general aviation (GA) operations were up 9.94%, and commercial operations were down 0.67%, compared to March 2025. He also noted that GA is up 6.41%, and commercial is down 3.14% year-to-date. Elwood noted that the load factor was 76.18% for March 2026 and 74.07% year-to-date.

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

Cross presented a Human Resource update on the Airport CEO recruitment process in anticipation of CEO Jim Elwood's retirement later this summer. He provided a draft CEO position that has been comprehensively revised to reflect the Airport's current organizational structure, strategic priorities, and vision. He emphasized the importance of the position overview as an opportunity to convey the Airport's culture, its commitment to being an employer of choice, and its expectations for future leadership. The Board stressed the importance of highlighting the Airport's unique location within Grand Teton National Park and the value of maintaining a collaborative relationship with the Park and community partners.

VII. BOARD COMMENTS: The Board advised that there will be a Board Retreat on May 28th and 29th, and the next Board Meeting will be held on June 17th, 2026, at 9 AM.

VIII. ADJOURN: McLaurin moved to adjourn the meeting at 11:20 AM. Liebrecht seconded the motion which passed unanimously.

Melissa Turley, President

John P. Carey III, Secretary

MINUTES OF THE JACKSON HOLE AIRPORT BOARD SPECIAL MEETING

DATE: May 28 and May 29, 2026

BOARD PRESENT: John Carey, Ed Liebzeit, Bob McLaurin, Melissa Turley, and Rob Wallace

OTHERS PRESENT: Dan Reimer, and Hilary Fletcher

The Board convened at 9:00 a.m.

- I. **MEETING WITH GTNP SUPERINTENDENT CHIP JENKINS:** The Board and Superintendent Jenkins discussed some of the ongoing changes with the Park Service, focused primarily on back-of-house operations. He stated the front-of-the-house operations are fully staffed. Jenkins also expressed his appreciation for the positive relationship with the Airport. Discussion ensued regarding the CEO recruitment, enhancing Park messaging at the Airport, and general administrative changes.
- II. **EXECUTIVE SESSION:** The Board entered into an Executive Session at 10:15 a.m. for purposes of considering the appointment and employment of Board employees, to consider or receive information classified as confidential by law, and to consider tendering offers of employment, as authorized by Wyoming Statutes Section 16-4-405(a) subsection (ii), (ix) and (x). The Executive Session concluded at 12:00 p.m.
- III. **BOARD WORKING AGREEMENTS:** The Board reviewed and added language to their working agreements focused on enhancing Board and staff communications.
- IV. **YEAR IN REVIEW:** The Board identified items that went well and opportunities for improvement over the past twelve months. The Board acknowledged positive items including the opening of the Admin/FBO building, staff performance, recognition and positive Board relationships with key partners and progress on projects. Opportunities for improvement included more direct engagement with staff, a more formalized Board orientation process, and improved processes for capital projects and policy discussions.
- V. **GOVERNANCE DISCUSSION:** Given the transition in the CEO position, the Board discussed items that could be adjusted. These items included decision-making levels and structure, Board and staff communications, Board meeting packet preparation and meeting cadence. The Board generally expressed interest in experimenting with Board workshops, changing the committee structure and adjusting Board meeting materials to include a staff report on most consent and action items.

The Board adjourned at 4:30 p.m. on May 28

The Board reconvened on May 29 at 8:30 a.m.

- VI. **BOARD PRIORITIES:** The Board identified several items for further discussion and identified the following priorities:
- a. Hiring Chief Executive Officer
 - b. Deice pad completion
 - c. Funding the Taxiway A project
 - d. Getting Ponderosa House ready for occupancy
 - e. Supporting Bob and staff during transition
 - f. Continued discussion of Aviation Safety Facility
 - g. Discussion of bag claim project

ADDITIONAL ATTENDEES: Michelle Anderson, Jeremy Barnum, Aimee Crook, Tony Cross, Craig Foster, Dustin Havel, and Anna Valsing.

- VII. **GENERAL DISCUSSION WITH SENIOR STAFF:** The Board extended their sincere appreciation of staff during the CEO transition and shared key points from the prior governance discussion noted above. The staff was asked to discuss items that were focus areas for the next 90 to 120 days. Items included completing the deice project, phasing of the Taxiway A project, coordination with the baggage claim project, funding of capital projects, deferred maintenance, the CEO search and staff involvement, maintaining the organization's culture, website enhancement, the use of artificial intelligence, GTNP communications, and maintaining the high service and safety levels at the FBO. Discussion with the Board and staff ensued.

- VIII. **LONG RANGE PLANNING DISCUSSION:** The Board and staff engaged in a general discussion regarding potential options about long range planning that included a more comprehensive look at the landside area of the Airport, through a master plan, terminal area plan, update of the 2015 conceptual plan or a focused parking study. Discussion continued including considerations of scope, timing and funding.

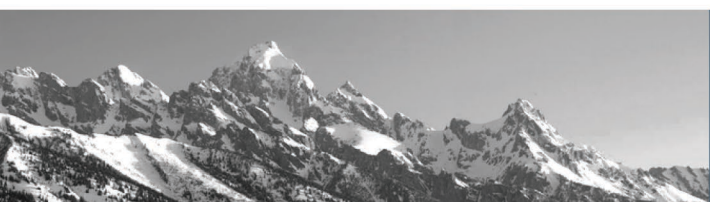
Senior Staff departed at 1:45 p.m.

- IX. **RETREAT WRAP-UP DISCUSSION:** Board members express appreciation for the discussion and engagement. Specific acknowledgement was given to Melissa for her leadership as Board President and to Bob for his willingness to step in as Interim CEO.

- X. **ADJOURN:** The meeting adjourned at 2:15 p.m.

Melissa Turley, President

John P. Carey III, Secretary





Jackson Hole Airport Board – Staff Report

Meeting Date:	6/17/2026
Subject/Agenda Item:	Alpine Air Agreement
Subject/Agenda Item Type:	<input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Informational Item
Presenter/Point of Contact:	Anna Valsing

Background/Description:	<p>Presented for Board consideration is a new agreement with Alpine Air. Alpine Air is an all-cargo carrier that operates feeder flights for UPS and other freight services at the Jackson Hole Airport. The current agreement with Alpine Air is from 2017 and has been extended since that time with annual one-year extensions. Instead of another one-year extension, staff took the opportunity to review and update the overall Agreement to align with current airport agreements. Updates include clarifications on various operating requirements, updated nondiscrimination and insurance language, and other general updates to align with standard airport language.</p> <p>The proposed Alpine Air agreement has an initial term of one year with 4 additional one-year extensions available. The total term of the Agreement shall not be more than 5 years.</p>
Fiscal Impact:	Alpine Air pays standard FBO rates for landing fees, ramp fees, deicing, and fueling fees.
Staff Input/Recommendation:	Staff recommends approval.
Alternatives:	Not applicable.
Procurement Methodology:	Not applicable.
Legal Review:	Airport Attorney, Dan Reimer, drafted the proposed Agreement.
Suggested Motion:	<p>Consent Agenda Motion: I move approval of Consent Agenda Items A1 through A5.</p> <p>If removed from Consent Agenda: I move approval of the Alpine Air Agreement in the form presented.</p>

**JACKSON HOLE AIRPORT
LICENSE AGREEMENT
TO CONDUCT AERONAUTICAL BUSINESS**

THIS LICENSE AGREEMENT (The "Agreement") is made and entered into as of 17th day of June, 2026, by and between the **JACKSON HOLE AIRPORT BOARD**, a joint powers airport board pursuant to the laws of the State of Wyoming, having an address of P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and **ALPINE AIR EXPRESS**, duly licensed to conduct business in the State of Wyoming and having an address of 1177 Alpine Air Way, Provo, Utah 84601 (the "Operator").

RECITALS

The parties recite and declare that:

- A. The Board is the operator and proprietor of the Jackson Hole Airport ("Airport").
- B. The Board operates the Airport pursuant to and in accordance with the *Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board*, dated April 27, 1983, as amended ("Interior Agreement").
- C. The Board desires to permit Operator to conduct a commercial aeronautical activity at the Airport subject to the terms and conditions hereof.

IN CONSIDERATION of the following covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board authorizes the Operator to exercise the privileges hereinafter set forth on terms and conditions by which the Operator agrees to abide.

1. RIGHTS GRANTED.

1.1 The Board grants the Operator, for the term of this Agreement, the right and privilege on a non-exclusive basis and subject to restrictions hereinafter set forth, to operate upon the Airport a commercial aeronautical business under Federal Aviation Regulation ("FAR") Part 91 (General Operating and Flight Rules) and/or FAR Part 135 (Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft), to provide for the carriage of property, passengers and mail, including all incidental activities reasonably necessary to such operation (the "Authorized Activities").

1.2 Operator is prohibited from conducting any other commercial activity upon or from the Airport other than the Authorized Activities without the express written consent of the Board. In no event shall Operator conduct any commercial aeronautical activity that has been reserved by the Board to itself in the exercise of its proprietary exclusive right.

1.3 Operator shall have the right to obtain products, facilities and services at the Airport from authorized providers, including the Board, in furtherance of Operator's commercial aeronautical activities at the Airport. Operator acknowledges that the Airport has significant space constraints that may limit the Board's ability to make specific products, facilities or services available to Operator for specific operations. Also depending on space availability, Operator shall have the right to maintain and service Operator's aircraft at the Airport by Operator's employees in locations designated and approved for aircraft maintenance and service; provided, however, that Operator is prohibited from dispensing fuel at the Airport without the express written consent of the Board.

1.4 Operator is granted all reasonable rights of ingress and egress to and from the Airport and the right to use the landing areas, runways, taxiways and other facilities and air navigation devices of the Airport in common with other public users thereof, except as herein limited. It is understood by Operator that the landing areas, runways, taxiways, terminal building, and air navigational devices of the Airport are for the use of the general public for aeronautical purposes, subject to the applicable laws, rules and regulations of the United States, the State of Wyoming, and their agencies having jurisdiction. Operator shall not interfere with the safe, secure and efficient use of the Airport.

1.5 Operator shall furnish the services permitted hereunder on a reasonable, and not unjustly discriminatory, basis to all users thereof, and charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

1.6 This Agreement does not (a) grant Operator any exclusive use of space on the Airport, or (b) guarantee Operator that ramp or hangar space will be available at all times or any time for Operator's aircraft unless the Operator enters into a separate agreement with the Fixed Base Operator ("FBO") at the Airport, including the Board operating as the FBO. Nor does this Agreement authorize Operator to (i) utilize parking either for itself or its customers other than that available to the general public, (ii) store or park vehicles or other equipment on the apron/ramp, or (iii) advertise by sign, brochure or otherwise, to solicit, or to engage in any other activities on the Airport other than those expressly set forth above. Any such additional activities on and from the Airport may be conducted only in accordance with existing Airport rules, regulations, and policies, and/or under such further agreement or agreements as may be entered into between the parties, and/or, as applicable, under agreements with the FBO.

1.7 Nothing herein shall be construed to grant Operator an exclusive right to offer aeronautical products and services or engage in aeronautical activities on an exclusive basis in a manner contrary to 49 U.S.C. § 40103(e) or FAA Advisory Circular 150/5190-6, as the same may be amended.

1.8 The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport as the Board deems appropriate without interference or hindrance by

Operator, and the Board shall have no liability hereunder to Operator by reason of any interruption to Operator's operations occasioned by such Board activities.

2. TERM OF THE AGREEMENT. This Agreement shall be effective July 1, 2026, and shall be for a one-year term ending June 30, 2027. The Airport Executive Director is authorized to grant extensions of this Agreement, upon written request by Operator, for extension periods of no more than one (1) year each, provided that Operator is not then in default of this Agreement. The total term of this Agreement, including extensions, shall be no more than five (5) years, it being the Board's intent to reconsider the terms and conditions of agreements to accommodate aeronautical businesses and the associated fees.

3. EQUIPMENT TO BE PROVIDED BY OPERATOR. Operator will furnish, at its own expense, all equipment, supplies and personnel necessary to its operations authorized by this Agreement. For its operations upon, to or from the Airport, the Operator shall utilize only aircraft, vehicles and/or equipment which are currently certified and properly maintained in accordance with all applicable local, state and federal laws, provided, that use of vehicles and equipment provided by the Board or obtained from persons who are under contract with the Board shall be deemed to comply with this Section.

4. FEES.

4.1 Operator agrees to pay the Board the approved landing fee based on the certified maximum gross landing weight of aircraft used. As of the date of this Agreement, the rate for each such 1,000 pounds for each landing shall be Eleven Dollars and Ninety-One Cents (\$11.91). The landing fee is subject to change based on the prevailing rate for non-signatory air carrier aircraft established by the Board's annual Rates and Charges Resolution.

4.2 Landing fees shall be paid in monthly installments and be due twenty (20) days after the end of the month in which the landings occur. Delinquency in payment shall be grounds for termination of this Agreement, as provided in Section 10 hereof.

4.3 Operator shall complete and submit to the Board, no later than the 5th day of each month, a monthly "Flight Fees and Statistics" report showing the number and type of aircraft operations, freight, passengers and other pertinent data on Operator's operations during the previous month.

4.4 Any and all payments to the Board and paid by check by Operator shall be remitted to the following address: Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001. Operator alternately may remit payment to the Board by wire transfer or Automated Clearing House transfer, to be deposited in an account to be identified by the Board.

4.5 Fees required hereunder not paid by the due date shall earn interest at the rate of one and one-half percent (1½%) per month until paid. Such interest shall be due and owing whether the Board elects to terminate the Airport or waive the default.

4.6 The Board reserves the right, at the Board's expense, to inspect Operator's records for the purpose of verifying Operator's operations at the Airport. This right to audit Operator's records may be exercised by the Board or an independent auditor retained by the Board.

4.7 Nothing herein is intended to limit Operator's obligation to pay when due any and all other fees for use of the Airport, including without limitation: (i) rents or other fees for the lease or use of Airport property to store Operator's aircraft, (ii) any deicing and fueling fees as may be imposed by the Board, (iii) lawful taxes, assessments, or charges levied by the state, county, city or other levying body, and (iv) the cost to secure and maintain all other licenses, permits and approvals necessary to conduct commercial aeronautical activities at the Airport.

5. OBLIGATIONS OF OPERATOR.

5.1 Operator acknowledges that the Airport is located within a unit of the National Park System and, as a result, is subject to strict noise abatement rules, including the requirements of the Interior Agreement, Airport Noise Abatement Plan, Airport Noise Abatement Rule and Town of Jackson Municipal Code. Operator further acknowledges that the Airport has adopted a voluntary nighttime curfew, voluntary noise abatement flight procedures, and a Fly Quiet program. Operator is responsible for familiarizing itself and its employees and pilots with these mandatory and voluntary measures. Violation of mandatory noise abatement rules may result in termination of this Agreement as provided herein.

5.2 Operator acknowledges that it has reviewed and is familiar with those portions of the Interior Agreement dealing with noise sensitive areas, and Operator is familiar with the location of the noise sensitive areas of Grand Teton National Park which are defined therein (the "Noise Sensitive Areas").

5.3 Operator shall collect and dispose of all trash, debris and garbage and clean any spills produced by its operations.

5.4 Operator and Operator's pilot(s) shall hold such certificates and licenses as are required by applicable laws and regulations for the Authorized Activities. The Board encourages Operator to seek and obtain any accreditation(s) recognizing the highest standards of performance.

5.5 Operator and its employees shall at all times observe and abide by all rules and regulations which are now, or may from time to time, be formulated by the Board, the United States, and State of Wyoming or any political subdivision thereof, concerning the use, management and operation of the Airport and of commercial aircraft activities.

5.6 Operator shall abide by any requirements of the Department of the Interior and any other government regulating body concerning non-discrimination in the hiring of employees. When requested by the Executive Director, Operator shall furnish names of individuals employed.

5.7 Operator agrees that, with respect to operations authorized under this Agreement, it will ensure that at all times its employees performing services shall be neat, clean and courteous.

Operator shall not permit its agents or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.

5.8 Operator shall meet all expenses in connection with the privileges herein granted, including without limitation taxes, permit fees, license fees and assessments lawfully levied or assessed upon it, and that it will secure all such permits and licenses.

6. COMPLIANCE WITH LAW/AGREEMENT SUBORDINATE.

6.1 This Agreement is expressly subject to the terms and conditions of the Interior Agreement and to applicable federal, state and local laws, rules and regulations. To the extent anything herein contained conflicts with the Interior Agreement or applicable laws, rules and regulations, the provisions of the Interior Agreement, applicable laws, rules and regulations shall control.

6.2 The Board shall be free to renegotiate the Interior Agreement with the United States in the future on such terms and conditions as it deems appropriate and in the public interest, without any consent or approval on the part of Operator or any other person. Operator shall be bound by the terms of any such renegotiated agreement to the extent it, in any way, modifies, changes or affects the rights or responsibilities of the Board or Operator under this Agreement.

6.3 This Agreement shall be subordinate to the provisions of any existing or future agreement between the Board and the United States or its agencies relative to the operation or maintenance of the Airport, the execution of which has been or may in the Board's judgment be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

6.4 Operator agrees to comply promptly with all laws, statutes, regulations, ordinances and rulings of the United States, the State of Wyoming, the Board, and other governmental bodies and agencies having jurisdiction over the Airport and applicable to Operator's operations at the Airport, as they now exist or as they may be hereafter amended. Without limiting the generality of the foregoing, Operator at all times shall access and use Airport facilities and the Airport in strict accordance with any and all rules and regulations that may be imposed by the Federal Aviation Administration the Transportation Security Administration and other lawful authority with respect to the Airport or the operation thereof. Operator further agrees that it will comply promptly with appropriate procedures or actions of all other statutes, ordinances, laws, judgments, decrees, regulations, directions or requirements of any governmental authority now or hereafter applicable to or having jurisdiction over the Airport, including without limitation, the rules, regulations and directions of general applicability of the Board and the Airport Director.

6.5 Operator shall comply with all applicable security provisions contained in the Airport's Security Plan (the "ASP"), and such applicable security provisions as may be communicated to Operator by the Board. At Operator's sole cost and expense, it shall submit for review and approval, individual checks for any of Operator's employees and agents who is to have

access to the Airport's Security Identification Area (the "SIDA") if and as required by Airport rules and applicable federal statute, regulation or policy.

7. **CIVIL RIGHTS NON-DISCRIMINATION.**

7.1 In all of its activities within the scope of its airport program, Operator agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7.2 During the performance of the Agreement, Operator for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

7.3 Operator, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground

of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, Board will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

8. INDEMNITY AND INSURANCE.

8.1 Operator shall defend, indemnify and hold the Board harmless from and against any claim, loss, expense or damage to any person or property in or upon the Airport by Operator or its agents, employees or invitees arising out of Operator's use of the Airport or any act or neglect of Operator or Operator's servants, employees or agents, other than injuries or damage caused by the gross negligence or willful misconduct of the Board, its agents, employees or invitees.

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

8.3 Operator shall procure and maintain all insurance required under this Agreement at its expense and maintain such insurance for the entire term of the Agreement or such additional period as may be necessary or required to provide coverage for events occurring during the term.

8.4 Operator shall procure and maintain insurance as set forth by the Board in its Resolution entitled "Insurance Requirements", as the same may be amended during the term of this Agreement. Operator acknowledges that it shall be bound by this Board Resolution on the subject of insurance.

8.5 Operator shall furnish to the Board, in accordance with the notice provisions hereof, a certificate, or certificates, of insurance showing compliance with this section. Operator shall provide notice to the Board immediately upon receiving notice from its insurer of mid-term cancellation or non-renewal. Failure on the part of Operator to immediately replace cancelled or non-renewed insurance shall constitute an event of default.

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

8.7 All insurance required under this Agreement shall be provided with responsible insurance underwriters qualified to transact business in the State of Wyoming and carry an AM Best Company rating no lower than "A".

8.8 Any policy required under this Agreement shall identify the Board and its respective members, officers, and employees as an additional insured. The additional insured endorsement shall accompany the certificate(s) of insurance when submitted to the Board in accordance with the requirements hereof.

8.9 All insurance coverage required to be carried by Operator shall be primary and non-contributory. Any insurance maintained by the Board shall be considered excess.

9. **ASSIGNMENT.** The Operator shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement, except if to a parent, subsidiary, affiliate or the purchaser of all or substantially all of Operator's assets and, in all such cases, without the prior written consent of the Board first obtained, which consent will not be unreasonably withheld. The rights and obligations of Board under this Agreement may be assigned by Board, at the option of Board, and without the necessity for the concurrence of the Operator in any such assignment.

10. **DEFAULT AND TERMINATION.**

10.1 Operator agrees that the Board may terminate this Agreement at any time during the term hereof for failure of the Operator to abide by the terms, covenants or conditions contained herein. If Operator fails or refuses to comply with any of the terms of this Agreement, the Board shall notify Operator in writing. If Operator has failed to correct its default or failed or refused to comply with one or more of the terms of this Agreement, within fifteen (15) days after the mailing of such notice, the Board may declare this Agreement terminated. If Operator violates paragraph 5.1 or 5.2 of this Agreement a second time during the term hereof, the Board may immediately terminate this Agreement, without notice or opportunity to cure, Operator shall be required to cease operating from the Airport, and Operator shall not be eligible for another Agreement with the Board to conduct commercial aeronautical activities on and from the Airport for a period of one-year thereafter. Nothing in this paragraph shall limit the liability of Operator for violations of Town of Jackson Ordinances, and remedies under such Ordinances and this Agreement shall be cumulative.

10.2 Due to the special and unique nature of this Agreement, whereby the Board is operating the Airport for the purpose of serving public needs, the parties agree that each and every term, covenant and agreement in this Agreement is material, and that the default in any one covenant shall be deemed to be a default in this Agreement.

10.3 Operator may terminate this Agreement, at any time during the term hereof, in the event there is any change in the Interior Agreement or other agreement, or any newly entered into agreement, between the Board and the United States or its agencies relative to the operation or maintenance of the Airport, which in the reasonable judgment of the Operator, materially,

adversely changes the rules and regulations under which the Operator is required to operate. Upon termination of this Agreement, Operator shall promptly pay any and all amounts and submit all reports which may be due to the Board.

11. MISCELLANEOUS PROVISIONS.

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

11.2 Time of Essence. Time is of the essence in this Agreement.

11.3 Attorneys' Fees. In any action brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award by the Court of its reasonable attorney fees and costs incurred.

11.4 Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform its operations in relation to any person or entity not a party.

11.5 Severability. 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 Agreement, 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 the Board or Operator in its rights and obligations contained in valid covenants, conditions or provisions.

11.6 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of the Board and to the permitted assigns of Operator.

11.7 Notices. Notices and demands provided for herein shall be sufficient if hand delivered or sent by Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing. Notices given in accordance with these provisions shall be deemed received when hand delivered or mailed.

11.8 Governing Law, Venue and Waiver of Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Claims or disputes between the parties arising out of or relating to this Agreement or breach thereof shall be brought in a state court in and for Teton County, Wyoming, unless the parties mutually agree otherwise. For valuable consideration, and after opportunity to consult with legal counsel, the parties agree that in any action to enforce or otherwise arising under the terms of this Agreement, each party knowingly waives its right to a trial by jury as to any and all claims in such an action, and agrees instead to proceed to a trial by the court.

11.9 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

11.10 Nature of Relationship. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the Board and Operator, it being expressly understood and agreed that neither the method of computation of fees, nor any other provisions contained in this Agreement, nor any acts of the parties hereto shall be deemed to create any relationship between the Board and Operator other than the relationship of licensor and licensee.

11.11 Non-Waiver. Waiver of any breach of covenants herein contained to be kept and performed by the Operator shall not be deemed a continuing waiver and shall not operate to bar or prevent the Board from declaring forfeiture for any succeeding breach either of the same or another condition or covenant.

11.12 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

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

ATTEST:

JACKSON HOLE AIRPORT BOARD

John Carey, Secretary

By: _____
Melissa Turley, President

ALPINE AIR EXPRESS

By: Bob Frisch

Name: Bob Frisch

Title: COO



Jackson Hole Airport Board – Staff Report

Meeting Date:	6/17/2026
Subject/Agenda Item:	TNC Operating Agreements
Subject/Agenda Item Type:	<input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Informational Item
Presenter/Point of Contact:	Anna Valsing

Background/Description:	<p>Presented for Board consideration are TNC (Transportation Network Company) Operating Agreements with Uber and Lyft. The current agreements with Uber and Lyft are from 2018 and have been extended since that time with annual one-year extensions. Instead of another one-year extension, staff took the opportunity to review and update the overall Agreement to align with current airport agreements, including other commercial ground transportation agreements. Updates include clarifications on various operating requirements, updated per trip TNC fees to align with the proposed Fees and Charges for Fiscal Year 2026-2027, updated nondiscrimination and insurance language, and other general updates to align with standard airport language.</p> <p>The proposed TNC agreements have an initial term of three years with two additional one-year extensions.</p>
Fiscal Impact:	<p>The per trip fee for TNC operators is increasing to \$5.00 beginning in Fiscal Year 2026-2027. The TNC fee was set in July 2019, at \$3.25 per trip, and has not been adjusted since then.</p> <p>Finance has budgeted \$189,179.00 of TNC Revenue in FY 2026-2027.</p>
Staff Input/Recommendation:	Staff recommends approval.
Alternatives:	Not applicable.
Procurement Methodology:	Not applicable.
Legal Review:	Airport Attorney, Dan Reimer, drafted the proposed Agreements and incorporated feedback provided by counsel at Uber and Lyft.
Suggested Motion:	<p>Consent Agenda Motion: I move approval of Consent Agenda Items A1 through A5.</p> <p>If removed from Consent Agenda: I move approval of the TNC Operating Agreement with Lyft (or Rasier LLC. D/B/A Uber) in the form presented.</p>

**TRANSPORTATION NETWORK COMPANY (TNC)
OPERATING AGREEMENT**

BETWEEN

JACKSON HOLE AIRPORT BOARD

AND

LYFT INC.

DRAFT

**TRANSPORTATION NETWORK COMPANY (TNC)
OPERATING AGREEMENT
JACKSON HOLE AIRPORT**

THIS TRANSPORTATION NETWORK COMPANY (TNC) OPERATING AGREEMENT (“Agreement”) is made effective as of July 1, 2026, between the JACKSON HOLE AIRPORT BOARD, a body corporate, organized under the laws of Wyoming, and having its principal office at the Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and LYFT, INC., a corporation organized under the laws of Delaware, and having a principal address of 185 Berry Street, Suite 400, San Francisco 94107 ("Operator"). The Board and Operator may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

The Parties recite and declare that:

A. The Board is the operator and proprietor of the Jackson Hole Airport (“Airport”). Operator is a “transportation network company” (“TNC”) as defined by Wyoming Statutes Section 31-20-101(a)(v).

B. Ground transportation services at the Airport are needed for the proper accommodation of passengers arriving at and departing from the Airport.

C. Business operations generally, and TNC services specifically, at the Airport are governed by Wyoming Statutes Title 31, Chapter 20 (Transportation Network Companies), Jackson Municipal Code Section 12.16.040, Board Rule Respecting the Conduct of Business Operation, and Board Ground Transportation Rule.

D. Wyoming Statutes Section 31-20-110(e) provides, “Nothing in this chapter limits the ability of a public airport or its governing body to enter into an operating agreement with a transportation network company providing access to that public airport. A public airport with more than ninety thousand (90,000) annual enplanements in the previous calendar year, as reported by the federal aviation administration, may require an operating agreement regarding entry, pick-up and drop-off with a transportation network company providing access to that public airport.”

E. The Board is authorized to impose rates and charges for its costs to accommodate commercial businesses operating at the Airport and for the privilege of conducting business at the Airport and finds that it is proper to impose rates and charges on transportation network companies, including Operator.

F. The Board desires to make TNC services available at the Airport, and the Operator is prepared to provide TNC services at the Airport upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

A. "Airport" as used herein shall mean, the Jackson Hole Airport located north of the Town of Jackson, in Teton County, Wyoming.

B. "CEO" as used herein shall mean, the Chief Executive Officer and manager of the Airport, as may be designated from time to time by the Board.

C. "Digital Network", "Driver", "Prearranged Ride", "Rider" and "Transportation Network Company Vehicle" as used herein shall have the meaning set forth in Wyoming Statutes Section § 31-20-101(a).

D. "FBO/Admin Building" as used herein is the Fixed Base Operator and Airport Administration Building, as it now exists or as may be hereafter altered or expanded.

E. "Passenger Terminal" as used herein is the passenger Terminal Building at the Airport, as it now exists or as may be hereafter altered or expanded.

F. "Trip" as used herein shall mean each instance in which a Driver affiliated with Operator drops off or picks up a Rider on Airport property. A Trip that occurs wholly within the Airport's geofence (i.e., a pickup and drop off of the same passenger(s)) shall be considered one Trip, and only one fee will be remitted to the Board.

2. CONCESSION RIGHTS GRANTED

A. The Board hereby grants to Operator a non-exclusive revocable right to access the Airport for the purpose of engaging in TNC services at the Airport, subject to and conditioned upon all the terms and conditions included or referred to in this Agreement and in accordance with Airport Rules, policies, and procedures, as established by the Board and as may be amended from time to time.

B. Without limiting the generality of the foregoing, the specific rights conferred by this Agreement include the following:

- i. The right on the part of Operator to advertise and make available on Operator's Digital Network the availability of Prearranged Rides to, from and at the Airport.
- ii. The right on the part of Drivers to use the public roadways, designated staging area, and designated passenger loading and unloading areas, in common with other users thereof, in connection with TNC services.

C. Operator and Drivers are precluded from engaging in commercial activities not explicitly granted herein, except such activities as are necessary or ancillary to the permitted uses hereunder even if not explicitly identified. Without limiting the generality of the foregoing, this Agreement does not authorize Operator to offer peer-to-peer car sharing or car rental through Operator's Digital Network.

D. Operator shall inform Drivers providing TNC services at the Airport of their need to comply with the relevant operating conditions of this Agreement. Operator shall require, by contract or other agreement, that Drivers comply with the Airport Rules, as the same may be amended during the Term, and the directives of the CEO concerning the safe, secure and efficient use of the Airport. Should Operator become aware of a Driver violating an operating condition of this Agreement or a requirement of the Airport Rules, Operator shall undertake reasonable efforts to address the issue and prevent its recurrence. The Board reserves the right to suspend a Driver from conducting TNC services at the Airport, should circumstances warrant. In such event, the Board will notify Operator of such suspension, and Operator will take reasonable steps to preclude the Driver from using Operator's digital platform to conduct TNC services at the Airport. Operator's persistent failure to preclude suspended Drivers from conducting TNC services at the Airport shall constitute an event of default and be grounds for termination of this Agreement.

E. Operator must conduct the application and review process as set forth in Wyoming Statutes Section 31-20-106 for all Drivers that will engage in TNC services at the Airport.

F. Operator shall establish and continually maintain a virtual perimeter boundary, or "geofence", corresponding to the geographic boundaries of the Airport and use the geofence and other tools, as appropriate, to manage its TNC services at the Airport and comply with the terms of this Agreement, including the calculation of each trip subject to the operating fee hereunder. Board reserves the right to install its own geofence to confirm the operating fees and monthly reports due from Operator hereunder.

G. Within ten (10) business days of execution of this Agreement, Operator will provide the Board with the name, address, telephone number(s), and email address for at least one (1) qualified representative authorized to represent and act for Operator in matters pertaining to its business and operation under this Agreement. Operator will notify the Board, in writing, if such person changes or if such person's required information changes. If the qualified representative changes, Operator will provide the Board with the required information for the new qualified representative.

3. TERM

A. The term of this Agreement shall commence on the execution date of this Agreement, first written above, and expire three (3) years after commencement, unless sooner terminated or canceled as hereinafter provided.

B. Operator shall have the right to extend this Agreement for two (2) successive one-year periods, provided Operator is in compliance with the terms and conditions of this Agreement and provides written notice to the Director no less than sixty (60) days prior to the end of the initial term or first renewal term. The total term of this Agreement (including the initial term and

renewals) shall not exceed five (5) years from commencement, it being the Board's intent to consider the terms and conditions by which TNC services may be provided at the Airport and develop a new standard form of agreement to replace this Agreement.

4. DESIGNATED AREAS

The Board reserves the right to designate specific staging areas near the Terminal and FBO/Admin Building for the temporary parking of TNC Vehicles and to designate specific areas for the pick-up or drop-off of Riders adjacent to the Terminal and FBO/Admin Building. The Board shall be responsible to mark the designated staging areas and to place identifying signage and wayfinding for the pick-up or drop-off areas. Upon the Board's notification to Operator of such designation, Drivers shall be required to utilize such designated areas. The Board shall make reasonable efforts to notify Operator at least ten (10) days in advance of any such designation.

5. OPERATING FEE

A. Operating Fee – Operator shall pay to the Board an Operating Fee, as compensation for the rights granted to it pursuant to this Agreement, in an amount equal to FIVE DOLLARS AND NO CENTS (\$5.00) per Trip. The Operating Fee shall apply to each Prearranged Ride made through Operator's Digital Network regardless of the type of ride, such as standard, premium, XL or other such ride types as Operator may offer during the term hereof. Board may adjust the amount of the Operating Fee during the term hereof in its resolution establishing a schedule of fees and changes for the Airport. Operator shall pay the Board a Monthly Fee calculated as the product of (i) the number of Trips conducted by TNC Vehicles affiliated with Operator in one calendar month, and (ii) the Operating Fee.

B. Due Date – Operator shall pay the Monthly Fee in arrears by the twentieth (20th) day of the month for the preceding month. If the 20th day of the month is a Saturday, Sunday or Federal holiday, payment shall be due on the following business day.

C. Monthly Reports – The payment of a Monthly Fee shall be accompanied by a statement of Trips for the preceding month, in a form with detail satisfactory to the Board or on a form as may be provided by the Board and signed by an authorized official of Operator.

D. Place of Payment – Any and all payments due to the Board and paid by check by Operator shall be remitted to the following address: Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001. Operator alternately may remit payment to the Board by wire transfer or Automated Clearing House transfer, to be deposited in an account to be identified by the Board.

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

6. RECORDS AND AUDIT

A. Records of Operator – Operator shall keep and maintain for a period of not less than thirty-six (36) months after the expiration or termination of this Agreement true and accurate records, accounts, books and data accounting (“Records”) for all business conducted at the Airport. Notwithstanding the foregoing, Operator shall not be required to keep and maintain Records for a period longer than seven (7) years.

B. Audit – The Board reserves the right, at the Board’s expense and no more than once per contract year, to inspect Operator’s records for the purpose of verifying the Monthly Fees required hereunder. The Board shall give Operator thirty (30) days written notice of said inspection of records. Further, the Board reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of Operator’s records, including, but not limited to, those maintained in Jackson, Wyoming. If, as a result of said audit, it is determined that Operator has understated the Monthly Fees due during the period of the audit by three percent (3%) or more, the entire expense of said audit shall be borne by Operator. Any additional Monthly Fees due shall be paid by Operator to the Board, with interest thereon at 18% per annum, from the date such additional fees became due which is the day under reporting commenced. If, as a result of said audit, it is determined that Operator has overstated the Monthly Fees, it shall be entitled to credit such amount against successive monthly payments.

7. INDEMNITY

A. Operator shall indemnify, hold harmless and defend the Board, their appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including attorney’s fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Operator’s conduct of business or from any activity or other things done, permitted, or suffered by Operator in, or about the Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, their appointed officials, agents and employees, provided that the Board shall give Operator prompt notice of any such claim or actions made or filed against it.

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

8. INSURANCE

A. Operator shall procure and maintain all insurance required hereunder at their expense and maintain such insurance for the entire term of the Agreement or such additional period as may be necessary or required to provide coverage for events occurring during the term.

B. Operator shall procure and maintain motor vehicle liability insurance in the manner and coverage amounts set forth in Wyoming Statutes Sections 31-20-107 and 31-20-108.

C. Operator shall furnish to the Board, in accordance with the notice provisions hereof, a certificate, or certificates, of insurance showing compliance with this section. Operator shall provide notice to the Board immediately upon receiving notice from its insurer of mid-term cancellation or non-renewal. Failure on the part of Operator to immediately replace cancelled or non-renewed insurance shall constitute an event of default.

D. All insurance coverage required to be carried by the Operator shall be primary and non-contributory. Any insurance maintained by the Board shall be considered excess.

9. TAXES

Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may directly arise by virtue of the execution of this Agreement and Operator's own corporate operations. Operator shall be responsible for payment of any lawful and applicable statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents and employees (which, for the avoidance of doubt shall exclude independent third-party transportation providers or Drivers), or Operator's property, occupancy of, or other direct corporate activities on the Airport. Nothing herein shall prevent Operator from protesting through due process, any taxes levied.

10. RIGHTS OF THE BOARD

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

B. The Board reserves the right to direct, at its discretion, Operator's and Drivers' operations in the event that Operator's and Drivers' operations are unreasonably interfering with the use by others of the Airport; including to restrict the use of roadways, curbs, and sidewalks in favor of the traveling public.

C. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including existing vehicle and pedestrian traffic patterns, as the Board deems appropriate without interference or hindrance by Operator, and the Board shall have no liability hereunder to Operator by reason of any interruption to Operator's operations occasioned by such Board activities.

D. The Board reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein.

E. The Board reserves the right, for itself and local law enforcement officers, to the extent allowed under law, to inspect Drivers' TNC Vehicles as to passenger access, registration, Driver's license, license tag, insurance, and other matters pertaining to the legal, efficient and safe operation of the Driver and TNC Vehicle at the Airport.

11. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

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

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

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

12. ADDITIONAL OBLIGATIONS OF OPERATOR AND DRIVERS

Operator hereby covenants and agrees:

A. That Operator shall advise Drivers that their TNC Vehicles at the Airport shall be maintained in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside.

B. That Operator shall advise Drivers performing TNC services at the Airport to not conduct their business in a loud, noisy, boisterous, offensive or objectionable manner, or solicit business at the Airport in any manner whatsoever.

C. That Operator shall advise Drivers to mark TNC Vehicles with Operator's name and/or logo.

D. That Operator shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning management, operation or use of the Airport.

E. That Operator shall advise Drivers to observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning the management, operation or use of the Airport.

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

G. That Operator, in operations to, from and at the Airport shall provide TNC services for any person or group of persons in compliance with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations, including without limitation 28 C.F.R. Part 36 and 49 C.F.R. Part 37.

H. That Operator shall advise Drivers, in operations to, from and at the Airport to provide TNC services for any person or group of persons in compliance with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations, including without limitation 28 C.F.R. Part 36 and 49 C.F.R. Part 37.

I. That Operator shall advise Drivers performing TNC services at the Airport to refrain from using threatening or abusive language towards any person, including Board staff and Riders or prospective Riders, whether verbally or in writing, and from engaging in threatening, violent or abusive behavior towards any person while upon the Airport.

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

13. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by Operator, without cause, if Operator is not in default of any terms of this Agreement or in the payment of the Operating Fee and any charges to the Board, upon thirty (30) days' written notice to the Board. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination if greater than thirty (30) days.

14. BOARD'S RIGHT OF CANCELLATION

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

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

B. If Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of TNC services at the Airport, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond Operator's control.

C. If Operator shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, or the Board has a reasonable basis to believe Operator will fail in the same, or Operator engages in conduct or activity detrimental to the operations of the Airport, provided that upon the happening of any contingency recited in this Article or a reasonable basis to believe any such contingency will happen, Operator shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of such notice, the default, breach or complaint shall not have been corrected in a manner satisfactory to the Board, then and in such event, this Agreement and all of Operator's rights under this Agreement shall automatically terminate. The Board shall extend the time period to correct the default, if, in its sole opinion, due diligence is shown by Operator in curing the default.

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

15. OPERATOR'S RIGHT OF CANCELLATION

In addition to all other remedies available to Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

A. The permanent abandonment of the Airport.

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

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

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to

substantially restrict Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

16. ASSIGNMENT AND SUBCONTRACTING

Operator shall not assign or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Board. Such consent shall provide that the assignment or transfer is in compliance with this Agreement, and provided further that any assignee shall possess sufficient experience and financial capacity to ensure compliance with all of the terms and conditions of this Agreement.

17. SEVERABILITY

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

18. LEGAL CLAIMS AND ATTORNEY FEES

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

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any Operating Fee or other charge payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

19. APPROVAL OR DIRECTION BY BOARD

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

20. PERFORMANCE BY BOARD

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

21. CIVIL RIGHTS NONDISCRIMINATION

Operator shall comply with the applicable non-discrimination obligations imposed by the Federal government as set forth in **Exhibit A**.

22. ENTIRE AGREEMENT

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

23. RELATIONSHIP OF THE BOARD AND OPERATOR

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

24. NON-WAIVER OF BREACH

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

25. SURVIVAL OF INDEMNITIES

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

26. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

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

27. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served

if personally delivered, or if sent by overnight courier or certified mail, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

BOARD: Chief Executive Officer
Jackson Hole Airport
PO Box 159
1250 East Airport Road
Jackson, Wyoming 83001

OPERATOR: Lyft Inc.
Attn: Michael Huggins and Legal Department
185 Berry Street, Suite 400
San Francisco, CA 94107

With electronic notice sent to:
michaelhuggins@lyft.com
legalnotices@lyft.com

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

28. TIME OF ESSENCE

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

29. PARAGRAPH HEADINGS

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

30. AUTHORITY OF OPERATOR'S REPRESENTATIVE

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

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

JACKSON HOLE AIRPORT BOARD

Attest:

John Carey III, Secretary

By: _____
Melissa Turley, President

LYFT, INC

Signed by:

By: Chase Smith
Chase Smith, Senior Manager, Airports, Venues &

June 10, 2026

Events Partnerships

DRAFT

EXHIBIT 'A'

CIVIL RIGHTS NON-DISCRIMINATION

1. In all its activities within the scope of its airport program, the Operator agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Operators, whether such programs or activities are Federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

3. Operator, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the Board will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.
4. During the performance of this contract, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator"), agrees as follows:
 - a. Compliance with Regulations: The Operator (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - b. Nondiscrimination: The Operator, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the Operator's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d. Information and Reports: The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Board or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the Board or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of Operator's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate,

including, but not limited to: (a) withholding payments to the Operator under the contract until the Operator complies; and/or (b) cancelling, terminating, or suspending this Agreement, in whole or in part.

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

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**TRANSPORTATION NETWORK COMPANY (TNC)
OPERATING AGREEMENT**

BETWEEN

JACKSON HOLE AIRPORT BOARD

AND

RASIER LLC. D/B/A UBER

DRAFT

**TRANSPORTATION NETWORK COMPANY (TNC)
OPERATING AGREEMENT
JACKSON HOLE AIRPORT**

THIS TRANSPORTATION NETWORK COMPANY (TNC) OPERATING AGREEMENT (“Agreement”) is made effective as of July 1, 2026, between the JACKSON HOLE AIRPORT BOARD, a body corporate, organized under the laws of Wyoming, and having its principal office at the Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and RASIER LLC. D/B/A UBER a corporation organized under the laws of Delaware, and having a principal address of 1725 Third Street, San Francisco 94158 ("Operator"). The Board and Operator may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

The Parties recite and declare that:

A. The Board is the operator and proprietor of the Jackson Hole Airport (“Airport”). Operator is a “transportation network company” (“TNC”) as defined by Wyoming Statutes Section 31-20-101(a)(v).

B. Ground transportation services at the Airport are needed for the proper accommodation of passengers arriving at and departing from the Airport.

C. Business operations generally, and TNC services specifically, at the Airport are governed by Wyoming Statutes Title 31, Chapter 20 (Transportation Network Companies), Jackson Municipal Code Section 12.16.040, Board Rule Respecting the Conduct of Business Operation, and Board Ground Transportation Rule.

D. Wyoming Statutes Section 31-20-110(e) provides, “Nothing in this chapter limits the ability of a public airport or its governing body to enter into an operating agreement with a transportation network company providing access to that public airport. A public airport with more than ninety thousand (90,000) annual enplanements in the previous calendar year, as reported by the federal aviation administration, may require an operating agreement regarding entry, pick-up and drop-off with a transportation network company providing access to that public airport.”

E. The Board is authorized to impose rates and charges for its costs to accommodate commercial businesses operating at the Airport and for the privilege of conducting business at the Airport and finds that it is proper to impose rates and charges on transportation network companies, including Operator.

F. The Board desires to make TNC services available at the Airport, and the Operator is prepared to provide TNC services at the Airport upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

A. "Airport" as used herein shall mean, the Jackson Hole Airport located north of the Town of Jackson, in Teton County, Wyoming.

B. "CEO" as used herein shall mean, the Chief Executive Officer and manager of the Airport, as may be designated from time to time by the Board.

C. "Digital Network", "Driver", "Prearranged Ride", "Rider" and "Transportation Network Company Vehicle" as used herein shall have the meaning set forth in Wyoming Statutes Section § 31-20-101(a).

D. "FBO/Admin Building" as used herein is the Fixed Base Operator and Airport Administration Building, as it now exists or as may be hereafter altered or expanded.

E. "Passenger Terminal" as used herein is the passenger Terminal Building at the Airport, as it now exists or as may be hereafter altered or expanded.

F. "Trip" as used herein shall mean each instance in which a Driver affiliated with Operator drops off or picks up a Rider on Airport property. A Trip that occurs wholly within the Airport's geofence (i.e., a pickup and drop off of the same passenger(s)) shall be considered one Trip, and only one fee will be remitted to the Board.

2. CONCESSION RIGHTS GRANTED

A. The Board hereby grants to Operator a non-exclusive revocable right to access the Airport for the purpose of engaging in TNC services at the Airport, subject to and conditioned upon all the terms and conditions included or referred to in this Agreement and in accordance with Airport Rules, policies, and procedures, as established by the Board and as may be amended from time to time.

B. Without limiting the generality of the foregoing, the specific rights conferred by this Agreement include the following:

- i. The right on the part of Operator to advertise and make available on Operator's Digital Network the availability of Prearranged Rides to, from and at the Airport.
- ii. The right on the part of Drivers to use the public roadways, designated staging area, and designated passenger loading and unloading areas, in common with other users thereof, in connection with TNC services.

C. Operator and Drivers are precluded from engaging in commercial activities not explicitly granted herein, except such activities as are necessary or ancillary to the permitted uses hereunder even if not explicitly identified. Without limiting the generality of the foregoing, this Agreement does not authorize Operator to offer peer-to-peer car sharing or car rental through Operator's Digital Network.

D. Operator shall inform Drivers providing TNC services at the Airport of their need to comply with the relevant operating conditions of this Agreement. Operator shall require, by contract or other agreement, that Drivers comply with the Airport Rules, as the same may be amended during the Term, and the directives of the CEO concerning the safe, secure and efficient use of the Airport. Should Operator become aware of a Driver violating an operating condition of this Agreement or a requirement of the Airport Rules, Operator shall undertake reasonable efforts to address the issue and prevent its recurrence. The Board reserves the right to suspend a Driver from conducting TNC services at the Airport, should circumstances warrant. In such event, the Board will notify Operator of such suspension, and Operator will take reasonable steps to preclude the Driver from using Operator's digital platform to conduct TNC services at the Airport. Operator's persistent failure to preclude suspended Drivers from conducting TNC services at the Airport shall constitute an event of default and be grounds for termination of this Agreement.

E. Operator must conduct the application and review process as set forth in Wyoming Statutes Section 31-20-106 for all Drivers that will engage in TNC services at the Airport.

F. Operator shall establish and continually maintain a virtual perimeter boundary, or "geofence", corresponding to the geographic boundaries of the Airport and use the geofence and other tools, as appropriate, to manage its TNC services at the Airport and comply with the terms of this Agreement, including the calculation of each trip subject to the operating fee hereunder. Board reserves the right to install its own geofence to confirm the operating fees and monthly reports due from Operator hereunder.

G. Within ten (10) business days of execution of this Agreement, Operator will provide the Board with the name, address, telephone number(s), and email address for at least one (1) qualified representative authorized to represent and act for Operator in matters pertaining to its business and operation under this Agreement. Operator will notify the Board, in writing, if such person changes or if such person's required information changes. If the qualified representative changes, Operator will provide the Board with the required information for the new qualified representative.

3. TERM

A. The term of this Agreement shall commence on the execution date of this Agreement, first written above, and expire three (3) years after commencement, unless sooner terminated or canceled as hereinafter provided.

B. Operator shall have the right to extend this Agreement for two (2) successive one-year periods, provided Operator is in compliance with the terms and conditions of this Agreement and provides written notice to the Director no less than sixty (60) days prior to the end of the initial term or first renewal term. The total term of this Agreement (including the initial term and

renewals) shall not exceed five (5) years from commencement, it being the Board's intent to consider the terms and conditions by which TNC services may be provided at the Airport and develop a new standard form of agreement to replace this Agreement.

4. DESIGNATED AREAS

The Board reserves the right to designate specific staging areas near the Terminal and FBO/Admin Building for the temporary parking of TNC Vehicles and to designate specific areas for the pick-up or drop-off of Riders adjacent to the Terminal and FBO/Admin Building. The Board shall be responsible to mark the designated staging areas and to place identifying signage and wayfinding for the pick-up or drop-off areas. Upon the Board's notification to Operator of such designation, Drivers shall be required to utilize such designated areas. The Board shall make reasonable efforts to notify Operator at least ten (10) days in advance of any such designation.

5. OPERATING FEE

A. Operating Fee – Operator shall pay to the Board an Operating Fee, as compensation for the rights granted to it pursuant to this Agreement, in an amount equal to FIVE DOLLARS AND NO CENTS (\$5.00) per Trip. The Operating Fee shall apply to each Prearranged Ride made through Operator's Digital Network regardless of the type of ride, such as standard, premium, XL or other such ride types as Operator may offer during the term hereof. Board may adjust the amount of the Operating Fee during the term hereof in its resolution establishing a schedule of fees and changes for the Airport. Operator shall pay the Board a Monthly Fee calculated as the product of (i) the number of Trips conducted by TNC Vehicles affiliated with Operator in one calendar month, and (ii) the Operating Fee.

B. Due Date – Operator shall pay the Monthly Fee in arrears by the twentieth (20th) day of the month for the preceding month. If the 20th day of the month is a Saturday, Sunday or Federal holiday, payment shall be due on the following business day.

C. Monthly Reports – The payment of a Monthly Fee shall be accompanied by a statement of Trips for the preceding month, in a form with detail satisfactory to the Board or on a form as may be provided by the Board and signed by an authorized official of Operator.

D. Place of Payment – Any and all payments due to the Board and paid by check by Operator shall be remitted to the following address: Jackson Hole Airport, P.O. Box 159, Jackson, Wyoming 83001. Operator alternately may remit payment to the Board by wire transfer or Automated Clearing House transfer, to be deposited in an account to be identified by the Board.

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

6. RECORDS AND AUDIT

A. Records of Operator – Operator shall keep and maintain for a period of not less than thirty-six (36) months after the expiration or termination of this Agreement true and accurate records, accounts, books and data accounting (“Records”) for all business conducted at the Airport. Notwithstanding the foregoing, Operator shall not be required to keep and maintain Records for a period longer than seven (7) years.

B. Audit – The Board reserves the right, at the Board’s expense and no more than once per contract year, to inspect Operator’s records for the purpose of verifying the Monthly Fees required hereunder. The Board shall give Operator thirty (30) days written notice of said inspection of records. Further, the Board reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of Operator’s records, including, but not limited to, those maintained in Jackson, Wyoming. If, as a result of said audit, it is determined that Operator has understated the Monthly Fees due during the period of the audit by three percent (3%) or more, the entire expense of said audit shall be borne by Operator. Any additional Monthly Fees due shall be paid by Operator to the Board, with interest thereon at 18% per annum, from the date such additional fees became due which is the day under reporting commenced. If, as a result of said audit, it is determined that Operator has overstated the Monthly Fees, it shall be entitled to credit such amount against successive monthly payments.

7. INDEMNITY

A. Operator shall indemnify, hold harmless and defend the Board, their appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including attorney’s fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Operator’s conduct of business or from any activity or other things done, permitted, or suffered by Operator in, or about the Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, their appointed officials, agents and employees, provided that the Board shall give Operator prompt notice of any such claim or actions made or filed against it.

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

8. INSURANCE

A. Operator shall procure and maintain all insurance required hereunder at their expense and maintain such insurance for the entire term of the Agreement or such additional period as may be necessary or required to provide coverage for events occurring during the term.

B. Operator shall procure and maintain motor vehicle liability insurance in the manner and coverage amounts set forth in Wyoming Statutes Sections 31-20-107 and 31-20-108.

C. Operator shall furnish to the Board, in accordance with the notice provisions hereof, a certificate, or certificates, of insurance showing compliance with this section. Operator shall provide notice to the Board immediately upon receiving notice from its insurer of mid-term cancellation or non-renewal. Failure on the part of Operator to immediately replace cancelled or non-renewed insurance shall constitute an event of default.

D. All insurance coverage required to be carried by the Operator shall be primary and non-contributory. Any insurance maintained by the Board shall be considered excess.

9. TAXES

Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may directly arise by virtue of the execution of this Agreement and Operator's own corporate operations. Operator shall be responsible for payment of any lawful and applicable statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents and employees (which, for the avoidance of doubt shall exclude independent third-party transportation providers or Drivers), or Operator's property, occupancy of, or other direct corporate activities on the Airport. Nothing herein shall prevent Operator from protesting through due process, any taxes levied.

10. RIGHTS OF THE BOARD

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

B. The Board reserves the right to direct, at its discretion, Operator's and Drivers' operations in the event that Operator's and Drivers' operations are unreasonably interfering with the use by others of the Airport; including to restrict the use of roadways, curbs, and sidewalks in favor of the traveling public.

C. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including existing vehicle and pedestrian traffic patterns, as the Board deems appropriate without interference or hindrance by Operator, and the Board shall have no liability hereunder to Operator by reason of any interruption to Operator's operations occasioned by such Board activities.

D. The Board reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein.

E. The Board reserves the right, for itself and local law enforcement officers, to the extent allowed under law, to inspect Drivers' TNC Vehicles as to passenger access, registration, Driver's license, license tag, insurance, and other matters pertaining to the legal, efficient and safe operation of the Driver and TNC Vehicle at the Airport.

11. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

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

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

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

12. ADDITIONAL OBLIGATIONS OF OPERATOR AND DRIVERS

Operator hereby covenants and agrees:

A. That Operator shall advise Drivers that their TNC Vehicles at the Airport shall be maintained in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside.

B. That Operator shall advise Drivers performing TNC services at the Airport to not conduct their business in a loud, noisy, boisterous, offensive or objectionable manner, or solicit business at the Airport in any manner whatsoever.

C. That Operator shall advise Drivers to mark TNC Vehicles with Operator's name and/or logo.

D. That Operator shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning management, operation or use of the Airport.

E. That Operator shall advise Drivers to observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning the management, operation or use of the Airport.

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

G. That Operator, in operations to, from and at the Airport shall provide TNC services for any person or group of persons in compliance with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations, including without limitation 28 C.F.R. Part 36 and 49 C.F.R. Part 37.

H. That Operator shall advise Drivers, in operations to, from and at the Airport to provide TNC services for any person or group of persons in compliance with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations, including without limitation 28 C.F.R. Part 36 and 49 C.F.R. Part 37.

I. That Operator shall advise Drivers performing TNC services at the Airport to refrain from using threatening or abusive language towards any person, including Board staff and Riders or prospective Riders, whether verbally or in writing, and from engaging in threatening, violent or abusive behavior towards any person while upon the Airport.

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

13. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by Operator, without cause, if Operator is not in default of any terms of this Agreement or in the payment of the Operating Fee and any charges to the Board, upon thirty (30) days' written notice to the Board. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination if greater than thirty (30) days.

14. BOARD'S RIGHT OF CANCELLATION

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

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

B. If Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of TNC services at the Airport, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond Operator's control.

C. If Operator shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, or the Board has a reasonable basis to believe Operator will fail in the same, or Operator engages in conduct or activity detrimental to the operations of the Airport, provided that upon the happening of any contingency recited in this Article or a reasonable basis to believe any such contingency will happen, Operator shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of such notice, the default, breach or complaint shall not have been corrected in a manner satisfactory to the Board, then and in such event, this Agreement and all of Operator's rights under this Agreement shall automatically terminate. The Board shall extend the time period to correct the default, if, in its sole opinion, due diligence is shown by Operator in curing the default.

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

15. OPERATOR'S RIGHT OF CANCELLATION

In addition to all other remedies available to Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

A. The permanent abandonment of the Airport.

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

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

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to

substantially restrict Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

16. ASSIGNMENT AND SUBCONTRACTING

Operator shall not assign or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Board. Such consent shall provide that the assignment or transfer is in compliance with this Agreement, and provided further that any assignee shall possess sufficient experience and financial capacity to ensure compliance with all of the terms and conditions of this Agreement.

17. SEVERABILITY

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

18. LEGAL CLAIMS AND ATTORNEY FEES

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

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any Operating Fee or other charge payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

19. APPROVAL OR DIRECTION BY BOARD

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

20. PERFORMANCE BY BOARD

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

21. CIVIL RIGHTS NONDISCRIMINATION

Operator shall comply with the applicable non-discrimination obligations imposed by the Federal government as set forth in **Exhibit A**.

22. ENTIRE AGREEMENT

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

23. RELATIONSHIP OF THE BOARD AND OPERATOR

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

24. NON-WAIVER OF BREACH

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

25. SURVIVAL OF INDEMNITIES

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

26. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

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

27. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served

if personally delivered, or if sent by overnight courier or certified mail, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

BOARD: Chief Executive Officer
Jackson Hole Airport
PO Box 159
1250 East Airport Road
Jackson, Wyoming 83001

OPERATOR: Rasier LLC. D/B/A
1725 Third Street
San Francisco, CA 94158

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

28. TIME OF ESSENCE

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

29. PARAGRAPH HEADINGS

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

30. AUTHORITY OF OPERATOR'S REPRESENTATIVE

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

SIGNATURES ON FOLLOWING PAGE

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

JACKSON HOLE AIRPORT BOARD

Attest:

John Carey III, Secretary

By: _____
Melissa Turley, President

RAISER LLC. D/B/A UBER

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT 'A'

CIVIL RIGHTS NON-DISCRIMINATION

1. In all its activities within the scope of its airport program, the Operator agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Operators, whether such programs or activities are Federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

3. Operator, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the Board will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.
4. During the performance of this contract, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator"), agrees as follows:
 - a. Compliance with Regulations: The Operator (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - b. Nondiscrimination: The Operator, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the Operator's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d. Information and Reports: The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Board or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the Board or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of Operator's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate,

including, but not limited to: (a) withholding payments to the Operator under the contract until the Operator complies; and/or (b) cancelling, terminating, or suspending this Agreement, in whole or in part.

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

DRAFT



Jackson Hole Airport Board – Staff Report

Meeting Date:	6/17/2026
Subject/Agenda Item:	Tailwind JAC LLC. 2 nd Amendment (Lease of Additional Storage Space)
Subject/Agenda Item Type:	<input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Informational Item
Presenter/Point of Contact:	Anna Valsing

Background/Description:	<p>Presented for Board consideration is a 2nd Amendment to the Tailwind JAC LLC. Airport Facilities Lease and Concession Agreement. Tailwind has requested to lease additional storage space in the basement. The storage space will be used to store products for their airport operations. The Airport has identified 220 square feet of available space in the basement. The proposed 2nd Amendment identifies the additional leased space and the associated payment terms. All other terms of the Agreement remain the same.</p>
Fiscal Impact:	<p>This Lease Amendment will provide the Airport with \$727.10 per month, or \$8,725.20 annually, of revenue. The per square foot rate aligns with the Fiscal Year 2026/2027 Fees and Charges Resolution and is the same rate charged to other users of space in the basement.</p>
Staff Input/Recommendation:	<p>Staff recommends approval.</p>
Alternatives:	<p>Not applicable.</p>
Procurement Methodology:	<p>Not applicable.</p>
Legal Review:	<p>Airport Attorney, Dan Reimer, has reviewed this Amendment.</p>
Suggested Motion:	<p>Consent Agenda Motion: I move approval of Consent Agenda Items A1 through A5.</p> <p>If removed from Consent Agenda: I move approval of the Tailwind JAC LLC 2nd Amendment in the form presented.</p>

Second Amendment to Airport Facilities Lease and Concession Agreement

This Second Amendment to the Airport Facilities Lease and Concession Agreement by and between the Jackson Hole Airport Board (“Board”) and Tailwind JAC, LLC (“Lessee” and together the “Parties”) shall be effective upon execution by the Parties and commence as of July 1, 2026.

Recitals

Whereas the Parties entered into the Airport Facilities Lease and Concession Agreement, effective on December 17, 2025, and commencing on April 8, 2026, as amended by the First Amendment effective on April 8, 2026 (together the “Lease”); and

Whereas the Parties wish to further amend the Lease to add exclusive use space to be utilized by the Lessee for storage; and

Whereas the Lessee will be responsible for paying rent for the use of the additional exclusive use space at the rates prescribed by the Board for such storage areas; and

Now therefore, in consideration of the promises, conditions, and agreements herein contained, Board and Lessee agree as follows:

Agreement

Section 1. Section 1.5 of the Lease is deleted and replaced in its entirety as follows:

1.5 “Premises” consists of space leased to Lessee on an exclusive basis as described in Section 2.3 and depicted in **Exhibit A**, dated May 25, 2026.

Section 2. The final sentence of Section 2.3 shall be amended to read as follows:

2.3 . . . In consideration for the rents and charges set forth in Section 4.1 below, the Board grants Lessee use of the following space in the Terminal:

Section 3. Section 2.3.4 of the Lease is added as follows:

2.3.4 exclusive use of the North basement space identified in the annexed **Exhibit A** as “North Basement Storage” consisting of approximately 220 square feet.

The two subsequent subsections shall be renumbered 2.3.5 and 2.3.6.

Section 4. Section 4.1.3 of the Lease is added as follows:

4.1.3 For the exclusive use of the North Basement Storage expressly identified in Paragraph 2.3.4 above, Lessee shall pay the Board a rental, payable monthly, but computed on an annual per square foot basis as follows:

220 sq/ft. Basement Storage
\$39.66 sq/ft. = \$8,725.20 total annually
payable \$727.10 per month.

TOTAL: \$8,725.20 total annually
PAYABLE: \$727.10 per month

The three subsequent subsections shall be renumbered 4.1.4, 4.1.5, and 4.1.6.

Section 5. Section 4.2.3 of the Lease is amended as follows:

4.2.3 Payments due under Section 4.1.2 and 4.1.3 above shall be paid in advance, shall be due on the first day of the month, and shall be paid to the Board not later than the fifteenth (15th) day of said month.

Section 6. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

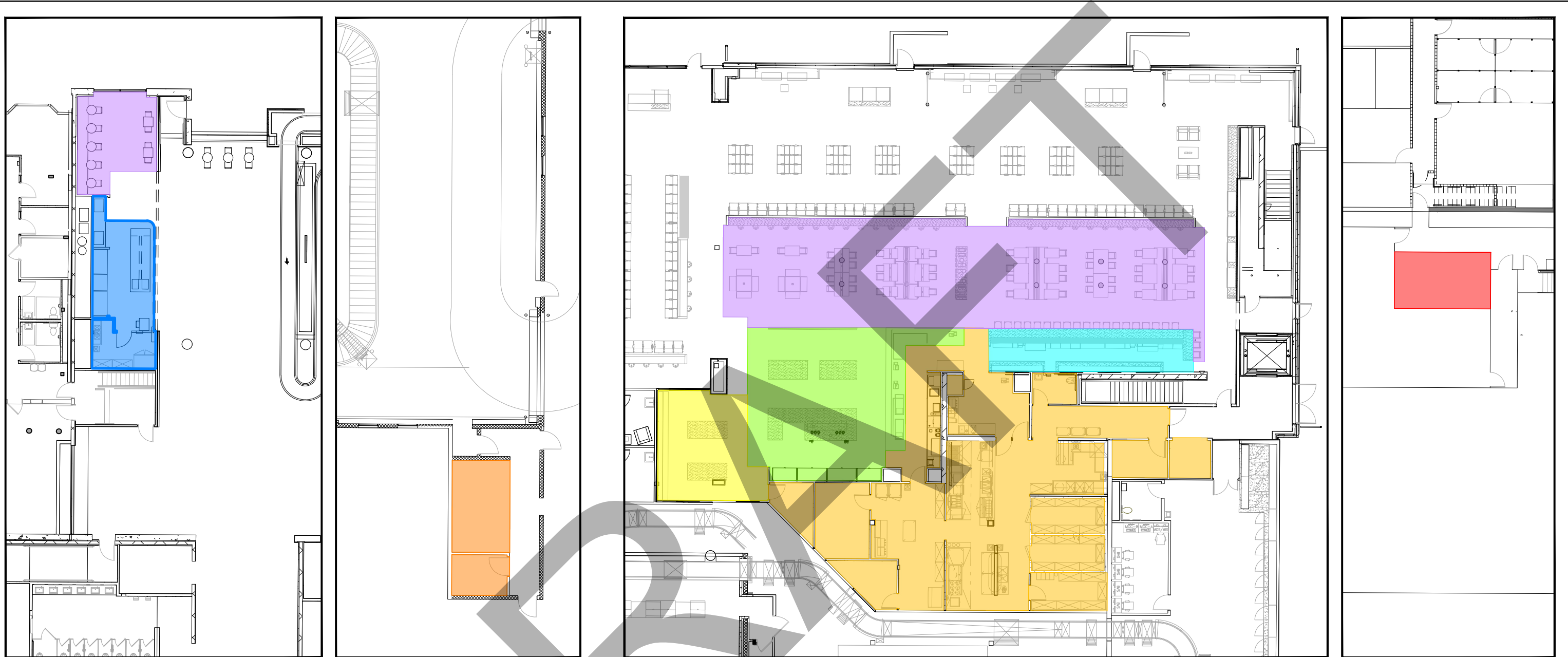
JACKSON HOLE AIRPORT BOARD

By: _____ Date: _____
Melissa Turley, President

By: _____ Date: _____
John P. Carey III, Secretary

TAILWIND JAC, LLC

By: _____ Date: _____
Jeff Switzer, President/CEO



**TERMINAL BUILDING
BAGGAGE CLAIM
FOOD SERVICE AREA**

**TERMINAL BUILDING
FOOD DELIVERY AND STORAGE**

**TERMINAL BUILDING
RESTAURANT AREA**

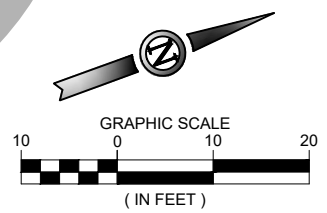
**NORTH BASEMENT
RESTAURANT STORAGE**

SPACE USE LEGEND (NON-SECURE AREA) - CUMULATIVE 986 FT²

- 387 FT² ■ BAGGAGE CLAIM FOOD SERVICE AND STORAGE
- 284 FT² ■ SEATING NON-EXCLUSIVE PUBLIC USE
- 315 FT² ■ FOOD DELIVERY AND STORAGE

SPACE USE LEGEND (SECURE AREA) - CUMULATIVE 6,750 FT²

- 2,590 FT² ■ RESTAURANT/ KITCHEN/STORAGE
- 1,000 FT² ■ GRAB AND GO
- 360 FT² ■ BAR
- 427 FT² ■ RETAIL
- 2,153 FT² ■ SEATING NON-EXCLUSIVE PUBLIC USE
- 220 FT² ■ NORTH BASEMENT STORAGE



JH JACKSON HOLE AIRPORT
JACKSON, WYOMING

JACKSON HOLE AIRPORT
RESTAURANT AND RETAIL SPACES
DATE: MAY 25, 2026

Plotted May 26, 2026 @ 8:26 AM by Fore, Paul
 L:\C\35-3-2-C General\JacksonHoleAirport\Terminal\Establishment\RP\RP.dwg



Jackson Hole Airport Board – Staff Report

Meeting Date:	6/17/2026
Subject/Agenda Item:	GSA Lease Amendment DFC26 (Addition of DEI Discrimination by Federal Contractors Clause)
Subject/Agenda Item Type:	<input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Informational Item
Presenter/Point of Contact:	Dan Reimer

<p>Background/Description: Presented for Board consideration is Lease Amendment No. DFC26 to the Lease with the General Services Administration (“GSA”) for space used by the Transportation Security Administration at the Airport (GSA Lease No. LWY00512).</p> <p>GSA is requesting this amendment to incorporate new standard terms and conditions required by Executive Order 14398, <i>Addressing DEI Discrimination by Federal Contractors</i> (March 26, 2026). GSA considers leases at airports to be contracts or “contract-like instruments” subject to the Executive Order. The Federal Acquisition Regulatory Council has set a deadline of July 24, 2026, for federal agencies to incorporate the required language.</p> <p>The new language prohibits the Airport from engaging in any “racially discriminatory diversity, equity and inclusion (DEI) activities”, to impose the same prohibition on subcontractors, and to cooperate in enforcement against itself and subcontractors. Staff has reviewed the Employee Handbook and the Airport’s employment and contracting practices more broadly and believes that the Airport does not engage in racially discriminatory DEI activities under applicable law and as defined in the Executive Order.</p> <p>Of note, a lawsuit challenging EO 14398 is pending in federal district court in Maryland. It is uncertain whether the Executive Order will withstand judicial scrutiny.</p>
<p>Fiscal Impact: None</p>
<p>Staff Input/Recommendation: Staff recommends approval.</p>
<p>Alternatives: The Airport Board alternately could (i) refuse to sign the proposed Lease Amendment or (ii) defer this item until further guidance is issued by the FAR Council or GSA and/or a court rules on the constitutionality and permissibility of the Executive Order.</p>
<p>Procurement Methodology: Not applicable.</p>
<p>Legal Review: Airport Attorney, Dan Reimer, reviewed the Lease Amendment and consulted with Staff.</p>
<p>Suggested Motion: Consent Agenda Motion: I move approval of Consent Agenda Items A1 through A5.</p> <p>If removed from Consent Agenda: I move approval of Lease Amendment Number DFC26 with the General Services Administration in the form presented.</p>

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. DFC26
	TO LEASE NO. LWY00512
ADDRESS OF PREMISES MAINTENANCE BUILDING 1250 E Airport Rd Po Box 10160 Jackson, WY 83001	PDN Number: N/A

THIS AMENDMENT is made and entered into between
JACKSON HOLE AIRPORT BOARD

whose address is: **1250 E Airport Rd**
Jackson, WY 83001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

The following FAR clause is hereby incorporated into this Lease:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Name: Michael Stump

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions.* As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
 - (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
 - (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
 - (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
 - (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
 - (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
- (c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

INITIALS: _____ & _____
LESSOR GOV'T

Certificate Of Completion

Envelope Id: 098FF67F-51A4-8543-835A-8E3EB57DDF77

Status: Sent

Subject: Please DocuSign: GSA Lease LWY00512

Source Envelope:

Document Pages: 2

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

GSA Leasing

AutoNav: Enabled

1800 F St. NW

Envelopeld Stamping: Enabled

Washington, DC 20006

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

leasing@gsa.gov

IP Address: 173.69.139.51

Record Tracking

Status: Original

Holder: GSA Leasing

Location: DocuSign

6/12/2026 1:58:09 PM

leasing@gsa.gov

Security Appliance Status: Connected

Pool: FedRamp

Signer Events

Signature

Timestamp

JACKSON HOLE AIRPORT BOARD

michelle.anderson@jhairport.org

Assistant Airport Director-Finance & Admin

Security Level: Email, Account Authentication (None)

Sent: 6/12/2026 1:58:11 PM

Viewed: 6/15/2026 3:54:29 AM

Electronic Record and Signature Disclosure:

Accepted: 6/15/2026 3:54:29 AM

ID: 5d3e772f-e47c-49af-8566-01232ae08f6f

Michael Stump

michael.stump@gsa.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 2/13/2024 8:34:41 PM

ID: 3065bd73-5e2b-414c-a44d-937415754652

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

G-REX

g-rex.file@gsa.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

PBSLESSORCOMMS

pbslessorcomms@gsa.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2026 1:58:11 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

DRAFT

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PBS Leasing (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PBS Leasing:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: craig.saunders@gsa.gov

To advise PBS Leasing of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at craig.saunders@gsa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from PBS Leasing

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PBS Leasing

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to craig.saunders@gsa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify PBS Leasing as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by PBS Leasing during the course of your relationship with PBS Leasing.



Jackson Hole Airport Board – Staff Report

Meeting Date:	6/17/2026
Subject/Agenda Item:	Resolution 2026-04 – Establishment of Fees and Charges for FY26/27
Subject/Agenda Item Type:	<input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Informational Item
Presenter/Point of Contact:	Michelle Anderson

Background/Description:

Annually, the Board adopts a Fees and Charges Resolution at the June Board meeting that establishes the fees for the upcoming fiscal year (July 1 – June 30). The fees identified in the Fees and Charges Resolution align with the budget adopted by the Board at the April Board meeting.

The FY 2026-27 Rates and Charges proposal includes a 12% increase to landing fees and terminal rental rates, targeted increases to deicing facility fees, TNC fees, and security access fees, while keeping most fuel, rental car, ground transportation, and parking rates unchanged.

The Deicing Facility Fees will increase from \$3.00 to \$5.00 per gallon to support the construction of the airport's deicing fluid containment facility, where portions of which are not eligible for grant funding. TNC fees will increase from \$3.25 to \$5.00 per trip. This represents the first increase since TNCs were incorporated into the Airport's Rates and Charges program in 2021.

Staff also has proposed to reorganize and reformat the document to better clarify the different fuel-related and deicing-related fees in effect at the Airport.

The proposal also enhances customer service by extending free parking periods in both the public short-term lot and FBO lot.

Overall, the proposed rates and charges are designed to support ongoing capital investment and operating requirements while maintaining the Airport's competitiveness and high level of customer service.

RATES AND CHARGES					PERCENT INCREASE FROM FY25/26
LANDING FEES	2025	2026	2027		
Signatory Air Carrier Aircraft	\$ 7.30	\$ 8.18	\$ 9.16		12%
Non-Signatory Air Carrier Aircraft	\$ 9.49	\$ 10.63	\$ 11.91		12%
General Aviation	\$ 8.66	\$ 9.69	\$ 10.86		12%
Military Aircraft	\$ 8.66	\$ 9.69	\$ 10.86		12%
TERMINAL RENTS/FEES					
ATO/Operations Area	\$ 60.76	\$ 67.47	\$ 75.56		12%
Basement Storage	\$ 31.89	\$ 35.41	\$ 39.66		12%
Baggage Claim/Service Office/Security Holdroom	\$ 62.27	\$ 69.15	\$ 77.45		12%
CBIS/Baggage Handling Make Up Area	\$ 45.57	\$ 50.60	\$ 56.67		12%
Terminal Counter Rent	\$ 60.76	\$ 68.01	\$ 76.17		12%
Ground Handling License Fee	\$ 500.00	\$ 500.00	\$ 500.00		0%
Aeronautical Service Providers	5%	5%	5%		0%
FUEL FEES					
Fuel Service Fee (Applies to AvGas, Gasoline, Dyed)	15%	15%	15%		0%
Fuel Flow Fee (Applies to AvGas, Gasoline, Dyed, Jet A)	\$0.22/0.15	\$0.22/0.15	\$0.22/0.15		0%
Customer Facility Fee (Applies to AvGas, Jet A)	\$ 0.05	\$ 0.05	\$ 0.05		0%
Fuel Facility Fee (Applies to AvGas, Jet A)	\$ 0.20	\$ 0.25	\$ 0.25		0%
DEICING FUEL FEES					
Deicing Service Fee (Renamed from "Deicing Fluid Fees")	30%	30%	30%		0%
Deicing Fluid Recovery & Disposal	\$ 2.75	\$ 2.75	\$ 2.75		0%
Deicing Fluid Facility Fee	\$ -	\$ 3.00	\$ 5.00		67%
GROUND TRANSPORTATION					
Annual Fee	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00		0%
Registration	\$ 600.00	\$ 600.00	\$ 600.00		0%
Permit	\$ 25.00	\$ 25.00	\$ 25.00		0%
Transportation Network Companies	\$ 3.25	\$ 3.25	\$ 5.00		54%
Peer to Peer	10%	10%	10%		0%
PARKING					
Overnight Rate	\$ 25.00	\$ 25.00	\$ 25.00		0%
Peak Overnight Rate	\$ 30.00	\$ 30.00	\$ 30.00		0%
Short Term Lot	<1 hr - Free 1-2 hr - \$10 2-3 hr - \$30 3-4 hr - \$60 4-24 hr - \$100	<1 hr - Free 1-2 hr - \$10 2-3 hr - \$30 3-4 hr - \$60 4-24 hr - \$100	<1.5 hr - Free 1.5-2 hr - \$15 2-3 hr - \$30 3-4 hr - \$60 4-24 hr - \$100		
Fixed Base Operator (FBO) Lot	Daily Parking - Free Regular Overnight Rate (Charged at 12:01 am) - \$25 Peak Period Overnight Rate (Charged at 12:01 am) - \$35	Daily Parking - Free Regular Overnight Rate (Charged at 12:01 am) - \$25 Peak Period Overnight Rate (Charged at 12:01 am) - \$35	<5 Hours - Free Regular Rate (5-24 Hours) - \$25 Peak Period Rate (5-24 Hours) - \$35		
SECURITY					
SIDA Badge	\$ 35.00	\$ 40.00	\$ 40.00		0%
Cyber Key	\$ 125.00	\$ 150.00	\$ 180.00		20%
RFID Key	\$ 35.00	\$ 35.00	\$ 40.00		14%
RENTAL CAR					
Customer Facility Charge	\$ 5.00	\$ 5.00	\$ 5.00		0%
Counter Rent	\$ 60.76	\$ 67.47	\$ 75.56		12%

Fiscal Impact:

The adoption of the Fees and Charges Resolution affects Airport Revenues for the upcoming Fiscal Year. The Fees and Charges Resolution aligns with the Board adopted Budget for Fiscal Year 2026-2027.

Staff Input/Recommendation:

Staff recommends approval.

Alternatives:

The Board can make a motion to approve the Fees and Charges Resolution with a requested change to the proposed fees.

Alternatively, if the Board does not approve the Fees and Charges Resolution, the prior year Fees and Charges Resolution would remain in effect.

Procurement Methodology:

Not applicable.

Legal Review:

Airport Attorney, Dan Reimer, has reviewed the proposed Fees and Charges Resolution.

Suggested Motion:

I move approval of Resolution 2024-06, in the form presented, to establish Fees and Charges for FY26-27.

DRAFT

**RESOLUTION NO. 2026-04
OF THE
JACKSON HOLE AIRPORT BOARD**

**RE: ESTABLISHMENT OF FEES AND CHARGES
FOR OPERATORS AND CUSTOMERS**

Adopted June 17, 2026
Effective July 1, 2026

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

WHEREAS, the Jackson Hole Airport Board (the “Board”) is authorized to operate and maintain the Jackson Hole Airport (the “Airport”) under Wyoming Statute §10-5-101, *et seq.*, Chapter 12.16 of the Ordinances of the Town of Jackson, and the Board's capacity as proprietor of the Airport;

WHEREAS, the Airport is operated by the Board within Grand Teton National Park pursuant to an Agreement between the United States and the Board, dated April 27, 1983 as amended (the “Interior Agreement”);

WHEREAS, the Board receives no state or local tax revenues or subsidies and is required by its contractual obligations to the Federal Aviation Administration to maintain a schedule of rates and charges that will make the Airport as financially self-sustaining as possible (49 U.S.C. §47107(a)(13));

WHEREAS, federal law and the Board’s grant agreements with the FAA acknowledge the Board’s authority to charge reasonable and not unjustly discriminatory rates and charges for use of the Airport (49 U.S.C. § 40116(e)(2) and 49 U.S.C. § 47107(a)(1) and (2)), and the Interior Agreement acknowledge the Board’s authority to charge fair and reasonable rates and prices in connection with the Airport (Interior Agreement § 9(b));

WHEREAS, the Board regularly establishes and adjusts fees and charges for goods and services provided, and rentals and activities authorized by the Board on and from the Airport; and

WHEREAS, by this Resolution, the Board desires to amend and restate the fees and charges which it has previously adopted, for the period beginning on July 1, 2026, and continuing until amended by the Board.

NOW THEREFORE, upon motion duly made, seconded and adopted, the Board resolves as follows:

1. General requirements applicable to all fees and charges are hereby adopted and set forth in the annexed Schedule 1.

2. Fees and charges specifically applicable to aeronautical users, including air carriers, and other aircraft operators, are hereby adopted and set forth in the annexed Schedule 2.

3. Fees and charges applicable to commercial ground transportation providers, rental cars and parking are hereby adopted and set forth in the annexed Schedule 3.

4. Fees and charges applicable to airport security and breaches of security are hereby adopted and set forth in the annexed Schedule 4.

5. Miscellaneous fees and charges are hereby adopted and set forth in the annexed Schedule 5.

6. Definitions applicable to fees and charges set forth in Sections 1-5 above are hereby adopted and set forth on the annexed Definitions.

Upon motion duly made and seconded, this Resolution is hereby approved and adopted in open meeting by the Jackson Hole Airport Board this 17th day of June 2026.

JACKSON HOLE AIRPORT BOARD

By: _____
Melissa Turley, President

ATTEST:

By: _____
John P. Carey III, Secretary

SCHEDULE 1: GENERAL REQUIREMENTS
(Rev: 7/1/26)

1. GENERAL REQUIREMENTS

Unless otherwise expressly specified in a lease, license, permit, contract or other agreement between the Board and an Operator or Customer, the following terms and conditions shall apply:

1.1 Effective Date and Amendment. This Resolution shall be effective July 1, 2026, and shall supersede all previous schedules of fees and charges promulgated by the Board and shall remain in effect until modified by the Board. The Board may amend this Resolution, including altering the fee structure or approving additional fees, by formal action at a duly noticed public meeting.

1.2 Intent to Review Annually. To maintain financial stability, consistency, and currency of all fees and charges, it is the intent of the Board to, at a minimum, review this Resolution on an annual basis. The review may include, but not be limited to, a comparison of the operating revenues and expenses allocated for each Airport cost center (which may be modified from time to time) for prior fiscal years, market comparisons of rates and charges of similar airports, and the mission, goals, and objectives of the Board.

1.3 Payment of Fees and Charges. All payments due the Board pursuant to this Resolution shall be paid to the Jackson Hole Airport Board, Airport Administration Offices, 1250 East Airport Road, P.O. Box 159, Jackson, Wyoming 83001, or by ACH direct deposit to the account designated by the Board.

1.4 Jackson Hole Flight Services. The Board has assumed the proprietary exclusive right to serve as the Fixed Base Operator, doing business as Jackson Hole Flight Services. Jackson Hole Flight Services is authorized to collect certain fees and charges specified herein in its name. In addition, the Board, by separate resolution, has delegated authority to the Airport Chief Executive Officer to set and revise a schedule of prices for FBO services not otherwise prescribed herein.

1.5 Remedies for Failure to Pay Fees and Charges. Board reserves the right to seek recovery of all fees and charges due and payable, and interest thereon, as well as incidental and consequential damages and attorney's fees. Board may pursue all remedies available under law, including without limitation, termination of a lease, license, permit, contract or other agreement; retention of a security deposit, bond or contract security; or suit for specific performance, injunctive relief or money damages.

1.6 Interest. Board reserves the right to charge interest on any fees, charges, and other monies owed to the Board but not paid when due at the rate of one and one-half percent (1 ½ %) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

1.7 Other Fees and Charges. Board reserves the right to charge for items not covered in this Resolution; provided that Board will not charge a fee or charge that is inconsistent with a fee or charge specifically enumerated in Schedule 2 through Schedule 5.

**SCHEDULE 2: FEES AND CHARGES TO AIRCRAFT OPERATORS
(Rev. Effective 7/1/26)**

2.1 FEES AND CHARGES FOR AIRCRAFT OPERATORS

Unless a different fee or charge is expressly specified in a written agreement between the Board and an Operator, the following fees and charges shall apply to all Aircraft operations at the Airport:

2.1.1. Landing Fees. A landing fee will be charged for landings by all non-based aircraft using the Airport for any purpose. Aircraft of 12,500 pounds or less maximum certified take-off weight are exempt from paying landing fees. Military aircraft shall pay a landing fee only for substantial use of the Airport, using the standards set forth in FAA Grant Assurance 27.

Class of Aircraft	Fee Per Landing
Signatory Air Carrier Aircraft	\$9.16/1,000 lbs.
Non-Signatory Air Carrier Aircraft	\$11.91/1000 lbs.
General Aviation	\$10.86/1,000 lbs.
Military Aircraft	\$10.86/1,000 lbs.

2.1.2 Fuel Fees. Customers shall pay, to the Board or Jackson Hole Flight Services as directed, the following fuel-related fees:

Fee	Fuel	Description	Amount
Fuel Service Fee	Diesel, Gasoline and Avgas	Fuel dispensed from mobile refuelers and fuel pumps	15% of full delivered cost
Fuel Flow Fee	Diesel, Gasoline, Avgas and Jet A	All fuel dispensed on the Airport	Air Carrier - \$.15 per gallon All Other - \$.22 per gallon
Customer Facility Fee	Avgas and Jet A	Fuel delivered to any Aircraft Operator	\$.05 per gallon
Fuel Facility Fee	Avgas and Jet A	Fuel delivered to any Air Carrier	\$.25 per gallon

Notes: Customers may be subject to multiple fuel-related fees. Customer Facility Fee and Fuel Facility Fee shall appear as separate line items on invoice.

2.1.3 Deicing Fees. Customers shall pay, to the Board or Jackson Hole Flight Services as directed, the following deicing-related fees:

Fee	Description	Amount
Deicing Service Fee	All deicing fluid dispensed from Board's deicing fluid tanks	30% of full delivered cost
Deicing Fluid Recovery and Disposal Fee	All deicing fluid applied at Airport	\$2.75 per gallon
Deicing Fluid Facility Fee	All deicing fluid stored in Board's deicing fluid tanks	\$5.00 per gallon

Notes: Customers may be subject to multiple deicing-related fees.

2.1.4 Aeronautical Service Providers. All commercial aeronautical service Operators, including Part 135 and/or Part 91 Operators, doing Business on or from the Airport and thus required to have an agreement with the Board, shall pay the Board a monthly use fee equal to five-percent (5%) of Operator's gross revenues from operations on or from the Airport. Agreements with Part 135 and/or Part 91 Operators shall be for a term not to exceed one (1) year.

2.2 FEES, CHARGES AND RENTAL FOR SCHEDULED AIR CARRIERS

2.2.1 Terminal Rents and Fees. Signatory and Non-Signatory Air Carriers shall pay for their allocated share of costs for the preferential and joint use of space in the Terminal Building.

2.2.2 Terminal Building Preferential Use Space Rentals. Signatory Air Carriers leasing Airline Ticket Offices/Operations Areas space of the Terminal Building on a preferential use basis shall pay the Board \$75.56 per square foot per year. Air Carriers leasing Basement Storage/Operations Areas space of the Terminal Building on a preferential use basis shall pay the Board \$39.66 per square foot per year. Non-Signatory Airlines shall pay to Board rentals for Airline's Preferential Use Space at the rate and in the amount that is 130% of the rate charged Signatory Air Carriers.

2.2.3 Terminal Building Joint Use Space Rentals. Signatory Air Carriers that utilize the Security Holdroom, Baggage Claim Area, Baggage Storage Room and Baggage Service Office of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$77.45 per square foot per year. Signatory Air Carriers that utilize the Baggage Handling (Makeup) Area and Checked Baggage Screening Area of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$56.67 per square foot per year. Air Carriers that utilize the Ticket Counter/Queuing Area of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$76.17 per square foot per year. Non-Signatory Air Carriers shall pay to the Board a proportionate share of rentals for use of the Joint Use at a rate and in the amount that is 130% of the rate then paid by Signatory Airlines, no later than fifteen (15) days following receipt by Airline of billing therefore.

2.2.4 Ground Handling License Fee. Each Operator entering into a Ground Handling License Agreement with the Board shall pay a License Fee of \$500.00 for each month the Operator has an Agreement with the Board.

**SECTION 3: GROUND TRANSPORTATION, RENTAL CAR & PARKING
(Rev: 7/1/26)**

3.1 FEES APPLICABLE TO GROUND TRANSPORTATION OPERATORS

The Board finds that various classes of Ground Transportation Operators exist at the Airport, and their impacts on and benefits derived from the Airport differ such that the establishment of differing fees for each such class is reasonable and appropriate. Ground Transportation Operators shall pay the Board fees for the uses, services and privileges of operating to, on and from the Airport according to the following schedule.

3.1.1 Base Fee. All Taxi, Executive Vehicle, and Courtesy Vehicle Operators shall pay either an annual or semi-annual fee of One-Thousand and Eight-Hundred Dollars (\$1,800) or Nine-Hundred Dollars (\$900).

3.1.2 Vehicle Fees. All Taxi and Executive Vehicle Operators shall pay either an annual or semi-annual fee of Six Hundred Dollars (\$600) or Three Hundred Dollars (\$300) for each vehicle registered with the Town of Jackson under Operator's Business license, provided, that the vehicle fee will be capped at Two Hundred Fifty Dollars (\$250.00) per month per Operator regardless of the number of vehicles operated.

3.1.3 Permit Fees. All Taxi, Executive Vehicle, and Courtesy Vehicle Operators shall purchase and affix to each registered vehicle a tamper-proof permit pay the Board a fee of Twenty-Five Dollars (\$25.00) for each such permit. An additional fee of Two Hundred Dollars (\$200.00) shall be imposed on any Operator who operates a vehicle on the Airport without such a permit affixed to the vehicle.

3.1.4 Scheduled Service Providers. Fees and charges to Scheduled Ground Transportation Operators, if any, may be determined by competitive bidding and shall be set forth in a written agreement with such Operator.

3.1.5 Transportation Network Companies. Transportation Network Companies shall pay a trip fee in the amount of Five Dollars (\$5.00) per one way trip on all pick-ups and drop-offs of Riders that occur on the Airport by a Driver operating on the Company's Digital Network.

3.1.6 Peer-to-Peer Vehicle Sharing Operator. Peer-to-Peer Vehicle Sharing Operators shall pay a concession fee of no less than ten percent (10%) of Operator's gross revenues, to be reflected in a peer-to-peer vehicle sharing concession agreement.

3.1.7 One Day Users. One Day Users shall pay a one-day fee in the amount of Fifty Dollars (\$50.00) per vehicle per day of use of the Airport.

3.1.8 Ground Transportation Violation Fees. Ground Transportation Operators who violate any terms of the Ground Transportation Agreement shall pay contract damages in an amount not to exceed one hundred dollars (\$100.00) per occurrence.

3.2 AIRPORT PARKING RATES

Parking in the Airport's public parking lots shall be subject to the following parking fees:

JAC Parking Program*

- <1.5 hr – Free
- 1.5 – 5 hr - \$15
- 5 – 24 hr - \$17
- \$5 off Uber and Lyft for Rides to and from Airport

Short Term Parking – \$100 daily maximum

- <1.5 hr – Free
- 1.5-2 hr - \$15
- 2-3 hr - \$30
- 3-4 hr - \$60
- 4-24 hr - \$100

Overnight (Main and Overflow Lots)

- <1.5 hr – Free
- 1.5 - 5 hr - \$15
- 5-24 hr - \$25

Peak Period Rate (Main and Overflow Lots)

- <1.5 hr – Free
- 1.5 - 5 hr - \$20
- 5-24 hr - \$35
- Peak Periods for 2026/2027 are:
 - August 27 – 29
 - September 3 – 5
 - November 21 – 29
 - December 19 – January 3
 - January 7 – 9
 - January 14-16
 - January 21-23
 - January 28-30
 - February 4-6
 - February 11-13
 - February 18-20
 - February 25-27
 - March 4-6

- March 11-13
 - March 20 – April 4
- *JAC Parking Program pricing not available on Peak Period dates.

Fixed Base Operator (FBO) Lot:

- <5 Hours - Free
- Regular Rate (5-24 Hours) - \$25
- Peak Period Rate (5-24 Hours) - \$35

Employee Parking – ½ off daily rate for airport badge holders after 24 hours.

For purposes of this section, (a) the term “Employee” means an employee of any Airport tenant or contract operator.

3.3 CUSTOMER FACILITY CHARGE

A Customer Facility Charge (“Rental Car CFC”) shall be charged and collected by each on-Airport, tenant rental car operator servicing the commercial terminal and the FBO (an “Operator”) from each person entering into a motor vehicle rental agreement (a “Rental Agreement”) covered by or in connection with operations under each Operator’s Concession Agreement. The Rental Car CFC to be imposed and collected by the Operators shall be \$5.00 per customer per transaction day for each transaction day of the rental. The Rental Car CFC shall be set forth as a separate line item in each Rental Contract entered into by Operators which are subject to a Concession Agreement. The Rental Car CFC shall be charged and collected by the Operators and transmitted to and deposited with the Board within seven (7) days after the end of each calendar month.

3.4 RENTAL CAR OFFICE/COUNTER RATES

Each on-Airport tenant rental car operator servicing the commercial terminal shall pay for its Terminal office and counter space at the same rates as Signatory Air Carriers pay for space on the main floor of the Terminal Building on a preferential basis, as set forth in Section 2.2.2 above, that being a rental of \$75.56 per square foot per year.

**SECTION 4: FEES AND CHARGES REGARDING SECURITY
(Rev: 7/1/26)**

4.1 FEES, CHARGES, AND REQUIREMENTS FOR USE OF BOARD SUPPLIES AND SERVICES

4.1.1. SIDA/Sterile Area/AOA Badges. The following fees shall be applicable to the issuance of badges to Operators and/or their employees:

Initial SIDA/Sterile/AOA Badge.....	\$40.00
Initial Background Investigation Fee.....	\$40.00
Renewal Badge.....	\$40.00
Background Investigation Renewal.....	\$40.00

1 st Replacement (\$100 refunded if lost badge returned).....	\$150.00
2 nd Replacement (\$150 refunded if lost badge returned).....	\$200.00
3 rd Replacement (\$200 refunded if lost badge returned).....	\$250.00
No card issued after 3 rd replacement	
Charge to Employer for ID Not Returned.....	\$150.00
Replace/Reprint Badge.....	\$40.00

4.1.2. System Wide Replacement. When and if more than 5% of the total number of outstanding badges issued by the Board become lost, then the Board may replace all badges, and the cost of such replacement shall be shared pro-rata and paid to the Board by all Operators which have been responsible for the lost badges which make up such 5%.

4.2 GATE AND AOA VIOLATIONS

Regardless of how many access gate violations occur, should said violation(s) result in a damage award, citation, or fine against the Board, then the responsible Operator shall fully reimburse the Board for said damage award, citation, or fine and for all costs and expenses, including reasonable attorney’s fees, incurred by the Board in defending against or satisfying the damage award, citation, or fine.

4.3 KEYS

Initial Issue.....	\$10.00
Replacement- If broken.....	\$10.00
Replacement- If lost or stolen	\$100.00
plus the actual cost for re-keying the locks and producing additional key(s).	
RFID Key Card (Initial and Replacement).....	\$40.00
Initial Issue Cyber Key.....	\$180.00
Replacement Cyber Key (lost, stolen, broken).....	\$180.00

**SECTION 5: MISCELLANEOUS FEES AND CHARGES
(Rev: 7/1/26)**

5.1 PUBLIC RECORDS REQUESTS, PHOTOCOPIES, LABOR AND AND MISCELLANEOUS ITEMS

Per page- black and white.....	\$0.25
Per page- color	\$1.00
Miscellaneous Items (e.g. copies of digital recordings).....	At Cost
Hourly personnel rate for assembly of public records requests.....	\$105.00 per hour
Hourly personnel rate for airline baggage support.....	\$105.00 per hour
Cleaning rate for QTA and Leased Spaces.....	\$105.00 per hour
General Support rate for Admin/Ops/Maintenance/Security Personnel.....	\$125.00 per hour
IT/Electrical/Low Voltage Support.....	\$130.00 per hour
Mechanical Support.....	\$150.00 per hour

Materials.....At Cost plus 10%
Project Oversight of Contractor or Subcontractor.....10% of Project Cost
Brochure Racks in Terminal Building.\$240/yr (4"x9") and \$480/yr. (magazine)

SECTION 6: DEFINITIONS
(Rev: 7/1/26)

As used in this Fees & Charges Resolution the following terms shall have the following meanings unless the context requires a different meaning:

- 6.1** "Aircraft" means a device that is used or intended to be used for flight in the air.
- 6.2** "Air Carrier" means any Operator, whether Signatory or Non-Signatory, which provides service under FAR Part 121 or Part 135 as a commercial air carrier on either a scheduled or charter basis.
- 6.3** "Aircraft Operator" means any Person conducting Aircraft operations at the Airport, whether as flight instructor, pilot-in-command, owner, or lessee of the Aircraft involved.
- 6.4** "Airport" means the Jackson Hole Airport and all property owned by the Board, located in Teton County, Wyoming, including, but not limited to, all runways, taxiways, ramps, and improvements thereon, regardless of whether said facilities and improvements are owned or operated by the Board or a tenant of the Airport.
- 6.5** "Business" means any advertising, offering, production or delivery, in whole or in part, of services or goods to or for another in exchange for direct or indirect payment, or other thing of value. A Business shall be deemed to be conducted at or upon the Airport, if (a) it owns or leases one or more aircraft at the Airport which are used for the provision of commercial activities originating or terminating at the Airport; (b) it maintains a base of operations for any commercial activity at the Airport which offers services to the public, whether operated by itself, its agents or contractors; or (c) it operates on, from or through the Airport, and advertises in any way the availability of services or goods at the Airport.
- 6.6** "Courtesy Vehicles" means any motor vehicle, regardless of seating capacity, used regularly to transport persons and baggage to or from the Airport and any hotel, motel, lodge or other similar tourist accommodation or facility, for which no charge is paid directly by the passenger or passenger group.
- 6.7** "Executive Vehicle" means a motor vehicle, regardless of seating capacity, meeting each of the following standards: (a.) operating with advance reservations; (b) operating for a single client or client group; (c) utilizing vehicles having qualities, equipment and characteristics clearly superior to those generally possessed by Taxis; and (d) providing specialized services in addition to point-to-point transportation.
- 6.8** "General Aviation Aircraft" means all Aircraft, other than Military Aircraft, Air Carrier Aircraft or government-owned aircraft.

6.9 “Ground Transportation Operator” means any Person operating a vehicle to or from the Airport that transports people or items on the public roads for hire, or for commercial purposes as a courtesy, excluding governmental and/or not-for-profit entities.

6.10 “Landing Weight” means the maximum allowable gross landing weight, expressed in pounds, as certified by the FAA for each type of Aircraft. In any case where the FAA does not have a certified maximum allowable gross landing weight for the type of Aircraft involved, “Landing Weight” shall mean the maximum allowable gross landing weight for the Aircraft as specified by the manufacturer.

6.11 “Non-Signatory Airline” means a certificated Air Carrier providing scheduled passenger service at the Airport and utilizing space in the Terminal Building on a shared or preferential use basis without having entered into a written lease with the Board, or after the termination of any such lease.

6.12 “Military Aircraft” means any Aircraft owned or operated by or on behalf of any military branch of the federal or a state government.

6.13 “Operator” means an Aircraft Operator, Ground Transportation Operator, Airport tenant or any other person conducting activities on or utilizing the Airport.

6.14 “One Day User” is defined as a single commercial ground transportation vehicle making one or more trips to and from the Airport on a single calendar day for payment of a single one-day fee.

6.15 “Person” means any individual, firm, partnership, corporation, association, joint venture, governmental entity, or any other entity whatsoever.

6.16 “Signatory Airline” means a certificated Air Carrier providing scheduled passenger service at the Airport and utilizing space in the Terminal Building on a shared or preferential use basis under a written lease with the Board, or as subtenants thereof.

6.17 “Taxi” means any motor vehicle, other than a Courtesy Vehicle, used to carry passengers for hire on a call-and-demand, expedited basis between one point and another point, over irregular routes, on an individual fare basis, not exceeding a seating capacity of seven (7) passengers, whether or not operated on a reservation basis.



Jackson Hole Airport Board – Staff Report

Meeting Date:	6/17/2026
Subject/Agenda Item:	Paging System Replacement
Subject/Agenda Item Type:	<input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Informational Item
Presenter/Point of Contact:	Andrew Wells

Background/Description:

The Jackson Hole Airport's paging system is essential to Airport operations, as it is used by our airline partners to communicate flight information and by the Airport to provide emergency and operational information to Airport users within the commercial passenger terminal. The current paging system is over 10 years old and has reached the end of its useful life. The vendor will discontinue support within the next year, necessitating replacement before the system becomes unsupportable.

Staff conducted a Request for Proposals (RFP) to replace the core components of the commercial terminal's paging system — including mic stations, amplifiers, central controllers, and noise sensor controllers — while retaining the existing speakers and noise monitor microphones. Proposals were required to address qualifications, pricing, deployment plan, warranty, support and service, training, and the ability for staff to self-administer and customize the system and price some optional equipment.

One proposal was received from IES Communications. Staff reviewed the submission, concluded that it meets our needs at a reasonable price, and has reached agreement on equipment, installation, and a one-year warranty.

A separate service agreement covering the post-installation period is still being finalized. Staff is working with IES to right-size that agreement to reflect the Airport's ability to handle routine maintenance in-house, while retaining an assurance plan that effectively extends coverage on parts and components beyond the initial warranty period.

If approved in June, materials will be procured and installation will be scheduled for October, following the seasonal decrease in passenger traffic.

Fiscal Impact:

The total cost of the paging system replacement is \$496,532.72, which is within the approved 2026/2027 budget of \$697,032.

Staff Input/Recommendation:

Staff recommends approval.

Alternatives:

The Board could elect to defer the purchase, as the existing system is expected to remain functional for approximately one more year before vendor support is discontinued. However, doing so would simply delay an inevitable replacement while increasing the risk of an unsupported system failure.

The Board could also choose to forgo the optional equipment included in the proposal. However, the optional items provide meaningful operational value, building system redundancy, supplying spare parts inventory, enabling a hot site capability, and supporting consistency in training and ease of maintenance for the IT team.

Procurement Methodology:

As outlined in the project background, staff published an RFP for the paging system replacement in April. One proposal was received from IES Communications, which was deemed responsive and reasonable. Staff has since finalized the agreement covering equipment and installation. Negotiation of the post-installation service agreement is ongoing.

Legal Review:

Airport Attorney, Dan Reimer, provided guidance on the procurement methodology and reviewed the agreement.

Suggested Motion:

I move approval of the Purchase Agreement with IES Communication for an Airport Paging System in the total amount of \$496,532.72 and in the form presented.

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

CONTRACTOR/SERVICE PROVIDER:

Contractor Name: IES Communications, LLC.

Contractor Address: 2801 South Fair Lane
Tempe, AZ 85282

Contact Name: Manda Degler

Contact Email Address: manda.degler@iescomm.com

CUSTOMER:

Jackson Hole Airport Board

1250 East Airport Road
PO Box 159
Jackson, WY 83001

Location: Jackson Hole Airport (the "Airport")

Services: Paging System Replacement Equipment Purchase

Term: Final Installation Completed by November 2026

Associated with (Work Order/Purchase Order/Quote Number): Quote #341146

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

1. **Compliance with Laws.** For all Services performed on Airport property, Contractor shall comply with (i) all safety and security regulations and directives applicable to the Customer and/or the Airport, and (ii) Airport Rules and Regulations.
2. **Insurance.** Contractor represents and warrants that it carries and maintains insurance coverages which are consistent with industry standard for professionals performing similar services at facilities similar to the Airport, including but not limited to General Liability Insurance, Professional Liability Insurance, and Workers Compensation Insurance, with limits no less than those set forth in the Contractor's proposal or quote.
3. **Termination.** Customer may terminate the Services, with or without cause, upon fourteen (14) days notice to the Contractor contact listed above. Upon termination, Contractor shall retrieve its equipment, if any, from the Airport within five (5) business days. Customer shall pay Contractor for all Services performed up to the date of termination, plus payment for all materials and equipment already ordered or procured for the Services, non-cancellable commitments, and reasonable demobilization costs.

4. **Limitation on Liability.** Contractor understands and agrees that, as an inherent part of the Services, it may leave certain equipment at the Airport during the Term. Customer assumes no liability for any loss or damage to Contractor's equipment, unless such loss or damage is caused by the negligence or willful misconduct of Customer or one of Customer's subtenants or subcontractors at the Airport. In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or related to this agreement. Contractor's total aggregate liability under this agreement shall not exceed the total contract price for the Services.
5. **Indemnity.** Contractor shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Contractor, its agents, employees, or subcontractors in the performance of the Services hereunder.
6. **Warranty.** All Services performed hereunder shall have a minimum of a one (1) year warranty on workmanship. The warranty provided by this Agreement shall not be deemed to cover damage by third parties or damage resulting from periods of non-use by Owner in which completed work is subject to conditions, including, but not limited to, an unclean environment or a prolonged period of non-use that may compromise the conditions of completed work.
7. **Licenses.** Contractor represents and warrants that it maintains in full force and effect all licenses required to perform the Services.
8. **Non-Discrimination.** In its performance of the Services, Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor through the completion of the Services.
9. **Entire Agreement.** These Terms and Conditions represent the entire and integrated agreement between Customer and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. These Terms and Conditions may be amended only by written instrument signed by both Customer and Contractor. In the event of any inconsistency between these Terms and Conditions and the [Work Order], these Terms and Conditions shall control.
10. **Open Records.** Contractor acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes 16-4-201 et seq., and Contractor agrees that it will reasonably cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Customer shall provide Contractor with prompt written notice of any public records request seeking disclosure of Contractor's materials or information that Contractor has designated as confidential, and

shall allow Contractor a reasonable period (not less than ten (10) business days from receipt of such notice) to seek a protective order or other appropriate remedy before making any such disclosure. All materials, records, and information provided by Contractor to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act; provided, however, that Customer shall treat Contractor's trade secrets and proprietary technical information as confidential and shall not disclose such information except as required by the Wyoming Public Records Act or other applicable law, and Contractor agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer, provided Customer has complied with the notice obligations set forth herein. To the extent not prohibited by federal law, the work order or quote to which these Terms and Conditions are attached is subject to public release through the Wyoming Public Records Act.

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

CONTRACTOR/SERVICE PROVIDER:

Signature: [Redacted]

Name: [Redacted]

Title: [Redacted]

Date: [Redacted]

CUSTOMER: IES Communications, LLC

Signature: Kevin Cook
Digitally signed by Kevin Cook
Date: 2026.06.15 10:25:18 -07'00'

Name: Kevin Cook

Title: Vice President | Finance

Date: 6/15/2026

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Paging System Replacement
Jackson Hole Airport
June 09, 2026

IES Communications, LLC
2801 South Fair Lane
Tempe, AZ 85282
www.iescomm.com

Manda Degler
Enterprise Client Executive
manda.degler@iescomm.com
(602) 214-0527



Project Brief

PROJECT INFORMATION	
Job Name:	Paging System Replacement (341146) - Audio Visual
Job ID:	341146-001
Company:	Jackson Hole Airport
Site Address:	1250 E Airport Road, Jackson, WY 83001
Quote Type:	Estimate
Quote Date:	June 09, 2026
Status:	A1B1

CUSTOMER CONTACT
Anna Valsing
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ACCOUNT MANAGER
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Estimator
Owen Chen
Estimator II

REFERENCED DOCUMENTS
JAC RFP Paging System Replacement 2026.pdf
Jackson Hole Airport - Floor Plan from Website.pdf

Project Overview

IES is pleased to provide pricing for the installation of an audiovisual system in accordance with customer-provided documentation. Our team of experts will ensure that all audiovisual systems installed meet or exceed industry standards, specifically the ANSI/AVIXA Standards, to ensure optimal performance and compliance with relevant regulations. We are committed to delivering high-quality solutions to meet the unique needs of each customer and look forward to the opportunity to work with you.

Project Schedule

- Based on the Customer provided schedule, the estimated timeline for this project will be between October 2026 and October 2026
- A mutually agreed-upon schedule must be established at the time of contract to ensure timely project delivery.
- The projected crew size will range 4-6 tech(s).
- These techs will work eight-hour shift(s) between 6:00 am and 6:00 pm M-F to complete a 40 hour work week, per tech.

IES will assign a Project Manager to oversee and coordinate project details with customer representative.

Key Notes & Clarifications

Taxes are included in this pricing.

Scissor lifts are required and have been included in this pricing.

Equipment and material storage is required by IES and will be provided by the customer for the duration of the installation.

HEPA Carts and Caps are not required.

Permit fees and inspections are not included in this pricing.

Overtime rates are included in this pricing due to appointed schedule.

Performance & Payment and/or Bid Bonds are not included in this pricing.

OCIP and/or CCIP deducts are not included in this pricing.

All required conduit pathways and backboxes will be provided by the EC/GC. Conduit will be free and clear with an available pull string.

All interior and exterior penetrations will be completed by others.

All 110v power, PDUs and UPS battery backups to be provided by others.

Additional work outside the stated scope of work will be subject to cost changes to this proposal and the burden cost will be with customer.

Due to ongoing macroeconomic volatility, including the recently announced 2025 tariffs on foreign-sourced materials and associated extended lead times, all material pricing and delivery schedules are subject to change. Material pricing is guaranteed for 15 days from the quote date, and material availability will be confirmed at the time of contract execution to ensure a mutually agreed-upon project schedule.

IES reserves the right to reprice labor and materials up to 6 months from the actual project start date. While the base bid includes a 3 % contingency for material price increases, should actual increases exceed this allocation—due to market volatility, supply chain disruptions, or tariff impacts—IES may issue a change order to cover the additional costs. We welcome discussions with our customers to explore price increase mitigation strategies.

Additionally, IES has excluded any costs or time required to comply with Buy America/Buy American/Made in America requirements. Any such additional costs or schedule adjustments will be added as needed.

Scope of Work

Audio Visual (341146-001)

GENERAL SUPPORT

Project Admin/Support

IES will provide the necessary management and admin support for the installation of the project.

Support Labor

IES will provide the necessary training based on the RFP requirements.

Support Equipment

IES will provide the necessary equipment rentals for the installation of the project.

Contract Requirements

AUDIO/VISUAL

Paging System Replacement

System Narrative

The following scope of work supports the modernization of the Commercial Terminal paging system at Jackson Hole Airport. The system will replace existing paging headend infrastructure, including mic stations, amplifiers, central controllers, and associated processing, while retaining the existing loudspeakers, noise monitoring microphones, and associated cabling.

The upgraded system will utilize an AtlasIED GLOBALCOM® networked audio platform with Dante audio transport, providing improved intelligibility, reliability, and flexible zone-based paging across the terminal.

The system will support daily operational announcements, emergency messaging, and background audio distribution, and will be designed to allow ongoing programming and maintenance by JHAB staff.

AUDIO – PAGING SYSTEM

IES will provide and install a network-based paging system utilizing the GLOBALCOM® platform. The system will utilize existing loudspeakers and cabling throughout the terminal, which will be reused and reterminated as required.

The upgraded system will deliver:

- Zone-based paging
- All-call announcements
- Emergency notification capability
- Background music distribution

All paging functionality will be routed through centralized processing and distributed via Dante network audio.

AUDIO PROCESSING & CONTROL CORE

IES will provide and install a centralized paging system core consisting of:

- Networked Dante audio processing units
- Analog/Dante I/O modules for external system integration
- Logic I/O interface for relay-based system control

The system will support integration with external systems such as fire alarm panels via Normally Open / Normally Closed (NO/NC) relay logic, allowing automated triggering of paging macros and emergency announcements.

AUDIO PROCESSING & CONTROL CORE

IES will provide and install a centralized paging system core consisting of:

- Networked Dante audio processing units
- Analog/Dante I/O modules for external system integration

Scope of Work

- Logic I/O interface for relay-based system control

The system will support integration with external systems such as fire alarm panels via Normally Open / Normally Closed (NO/NC) relay logic, allowing automated triggering of paging macros and emergency announcements.

PAGING STATIONS

IES will remove existing paging stations and provide new IP-based Dante-enabled paging stations, including:

- Twenty (20) touchscreen-enabled multi-zone paging stations
- Six (6) standard network paging microphone stations
- Desktop kits for paging station deployment

The system will also include simplified paging stations with push-to-talk functionality for basic use cases. Paging stations will be installed at designated terminal locations and connected via the existing network infrastructure.

SYSTEM INTERFACES & INPUTS

The system will include:

- Paging zone connections in key control rooms (Rooms 105 and 014)
- Background music input devices for auxiliary audio sources

All inputs will be integrated into the DSP system and routed to appropriate zones.

NETWORK & AUDIO TRANSPORT

The paging system will operate over a Dante-based IP network, providing low-latency audio transport between processing units, amplifiers, and paging stations.

Paging stations will connect via existing LAN infrastructure as provided by the owner.

IES will configure all devices for proper communication and system operation but will not modify the enterprise IT network configuration.

SOFTWARE, LICENSING & MAINTENANCE

IES will provide system licensing and maintenance packages including:

- Endpoint licenses
- IP endpoint licensing
- Software maintenance subscriptions for GLOBALCOM core system
- Annual maintenance for Dante-enabled endpoints

These licenses will support system operation, updates, and expandability.

CONTROL & PROGRAMMING

IES will configure the paging system to support:

- Zone-based paging control
- System presets and macros
- Automated event triggers via relay inputs
- Priority-based paging (emergency vs routine announcements)

The system will be programmed to allow future adjustments and maintenance by JHAB staff.

Training and documentation will be provided to support owner operation and system management.

INFRASTRUCTURE & REUSE

- Existing loudspeakers will remain in place and will not be replaced
- Existing speaker cabling will be reused with necessary retermination
- Existing ambient noise monitoring microphones and cabling will remain

Scope of Work

- Existing MDF/IDF equipment racks will be reused for installation of new equipment

No new headend cable pulls are included as part of this scope.

INSTALLATION PHASING & WORK HOURS

Work will be coordinated with airport operations and scheduled to minimize disruption, including:

- Gate area work to occur after last daily departure (~5:00 PM)
- Ticketing and baggage claim areas may be worked during normal hours
- Installation planned during off-season with reduced passenger traffic

All work will be coordinated with airport operations and security requirements.

ASSUMPTIONS

- Existing speakers and cabling are in usable condition
- Existing network infrastructure is available for paging devices
- Owner provides LAN connections at paging station locations
- Existing racks and power are sufficient for new equipment
- Coordination with airport operations will be provided

Spares & Z-Loaner

IES will provide a Digital Audio Bridge which can be used in a separate loan agreement and returned after cutover.

Travel

Travel is included.

OPTIONAL PARTS

Optional Equipment - Administration and FBO Building

System Narrative

The following scope of work supports the expansion of the airport paging system to the Administration and Fixed Base Operator (FBO) buildings. The system will be implemented as an extension of the airport's primary GLOBALCOM® paging system, providing localized paging capability, centralized control, and scalable networked audio distribution.

The system will include new paging stations, amplification, and audio processing infrastructure to support operational announcements, background audio distribution, and emergency messaging within these facilities.

AUDIO PROCESSING & INTERFACING

IES will provide and install networked audio processing components to support integration between paging stations, amplifiers, and external systems.

AMPLIFICATION

IES will provide and install one (1) amplifier mainframe with multiple installed amplifier modules to support distributed paging audio.

PAGING STATIONS

IES will provide and install two (2) networked IP paging stations to support paging operations in the Administration and FBO areas.

SYSTEM INTEGRATION

The Administration and FBO paging system will be configured to operate as part of the overall airport paging system.

The system will support:

- Local paging within each building
- Integration with airport-wide paging zones

Scope of Work

- Centralized control and monitoring

Configuration will allow for future expansion and flexibility in system operation.

IES RESPONSIBILITIES

- Furnish and install paging stations, amplifier hardware, and I/O modules
- Mount and install equipment within designated rack locations
- Configure Dante network audio system
- Integrate system with existing airport paging infrastructure
- Configure paging zones and routing
- Perform system testing and commissioning
- Provide basic system orientation to operational staff

ASSUMPTIONS

- Existing speaker system and cabling infrastructure will be provided and are compatible with new amplification
- Network connectivity is provided by others
- Equipment rack space is available in Administration and FBO locations
- Integration with the main airport paging system is coordinated with the owner

EXCLUSIONS

- Replacement or installation of loudspeakers and cabling (unless noted)
- Network switch configuration, VLANs, or IT security setup
- Electrical power installation and conduit
- Integration with fire alarm or life safety systems unless explicitly noted
- Ongoing maintenance beyond initial setup and commissioning

Assumptions & Exclusions

Assumptions

The following assumptions are included in this proposal:

- Any requested changes to the scope of work require a written change order prior to IES performing the work.
- Equipment rentals are billed monthly.
- Due to extreme supply chain volatility, that all material pricing and material delivery schedules are subject to change. If this impacts the project schedule, IES will discuss with the Customer on how to proceed.

Exclusions

The following are excluded from this proposal:

- Supply or install conduit.
- Supply or install any electrical.
- Architecture, engineer design, consulting fees, or engineered stamped drawings.
- Costs associated with parking.
- Improvement to building grounding system.
- Cutting, patching, and painting of finished surfaces.
- Concrete and asphalt cutting or patching.
- Coring and drilling of walls, floors, footers or headers.
- Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes.
- Underground trenching or boring.
- Labor to move furniture, PC, or other end user equipment that will preclude IES from performing their duties. Technicians must have free and clear access to all areas where their work is being performed.

IES Standards

Safety

At IES Communications, LLC (IES), the safety of our employees has always and will always come first. Safety is built directly into our organizational structure as a fundamental core value at IES. Our Director of Safety is accountable directly to the CEO. Supervision thoroughly instructs all employees in the safety practices applicable to their work and provides safety updates on every project.

Our safety goals are simple: no injuries and no time lost due to accidents. Our exceptional safety record directly results from the processes and procedures put in place to empower our staff to take action or even stop work when safety is a concern. From the careful screening and onboarding of employees to institutionalized and continuous training to rigorous ongoing safety programs and safety updates on every project, safety is a fundamental value integrated into our culture – it is essential to our operational excellence. Our Safety Program includes New Employee Orientation, Safety Expectations, Communications and Reporting, Incident Reports, Energized Electrical Training, and much more. Additionally, each employee must complete a site orientation before beginning work on any job site, which includes knowing the location of the safety program, specific hazards present on each site, site requirements for safety, and employees are made aware of emergency action plans.

Environment and Sustainability

IES management is committed to protecting human health and natural resources, promoting environmental stewardship, and implementing innovative environmental technologies and practices. Our Sustainability Program is well communicated to all employees and enforced wherever and whenever we do business. Our goal is to perform all work responsibly and purposefully, seize opportunities to minimize our environmental impact, and collaborate with vendors and customers to establish procedures structured with a conservative approach. This same culture is adopted by our customers, who are witnessing significant strides in sustainability and stepping closer to their net-zero carbon goals. IES is helping the stakeholders transform these structures into energy-efficient and sustainable buildings of the future.

Quality

Every project needs the right team to get the job done. All IES operations occur with fluent interaction between colleagues, sharing all knowledge gained, written and verbal, with each process, policy, and procedure documented and agreed upon before implementation. This creates a seamless and effective transition from the initial stages of design, installation, and maintenance of a project to reduce risk and facilitate an effective progression plan through consistent communication, milestones, measurable goals, and regular progress meetings.

In addition to clear communication during every stage of the project lifecycle, having the right tools and approaches is vital. IES utilizes a proprietary estimating, project and service management, and costing platform, a complete and detailed system to monitor and manage quality and consistency throughout the entire lifespan of your project. With customer satisfaction as a top priority, this system is flexible and easily customizable to ensure your unique needs are met.

IES also utilizes customizable apps for both Safety and QA management. These interactive tools provide metrics on service performance, enhance operational capabilities to streamline project execution processes, mitigate infrastructure requirement gaps, and prioritize customer satisfaction through survey and reporting features. Implementing these collaborative customer-focused workspaces enhances our operational and service capabilities.

Recruiting

The IES recruitment team works quickly to seek out, hire, and onboard the most talented employees from a diverse candidate pool. Every new hire must pass a background check and drug screen. Additional screening is completed as required by the customer.

As an ally to all candidates, our recruiters focus on providing competitive wages and benefits to poise all employees for a long-lasting and rewarding career with IES.

IES Standards

Diversity and Inclusivity

IES is an Equal Opportunity Employer dedicated to offering all qualified candidates and employees the same hiring, training, compensation, transfer, promotion, and other aspects of employment opportunities regardless of race, color, sex, gender identity, sexual orientation, religion, marital status, age, national origin, disability, protected veteran status, or any other status legally protected by federal, state, or local laws.

True diversity and inclusion in the workplace are achieved through commitment, accountability, and follow-through from the leadership of an organization. IES employees lead with fairness, transparency, and an open mind.

Our employees' talent, diversity, and commitment are essential to our vision, culture, and success. By creating an inclusive work environment, our employees bring their whole, authentic selves to work, resulting in a more productive and unified team. The more we collaborate and value difference, the closer we get to living in a genuinely inclusive community.

Our pledge to diversity extends to supporting, mentoring, and sponsoring our communities of small business entities. IES provides a comprehensive Small Business Program to manage, analyze, and track the diversity of our network of small business entities that represent IES. In addition, we have an extremely stringent onboarding, oversight, mentoring, and review program to ensure that our partners act in a manner congruent with our professionalism, standard of safety, quality, training, and service excellence.

Employee Development

Employees play a crucial role in the success of any organization. Quality work comes from qualified staff. A phrase that can be heard often from our team is "Training never stops." Our work environment fosters collaboration, promotes learning, and nurtures a strong company culture. Every employee receives core training for their position and has access to additional courses to enhance their growth as an individual. Since much of our workforce is comprised of field teams, IES offers several technical courses and certifications to make the field stronger and more confident in its onsite skills. This includes comprehensive training on identifying the right technologies based on project scale, cost-effective implementation practices, and infrastructure support. This is one of the many reasons IES can bring unmatched quality to your project, regardless of scale. IES's workforce also participates in our manufacturing partners' training and certification courses. Its specialists meticulously install and integrate the products, ensuring the longevity envisioned by the manufacturers, who trust IES, with its 38 years of industry experience, to conduct training programs on their behalf. With seven BICSI Authorized Training Facilities (ATFs), technical, safety, quality, and "soft skills" training such as customer service training, IES employees are provided the tools to build a fulfilling career with opportunities for growth, development, and a clear path to achieve their professional and personal goals.

General Terms & Conditions

A current Master Service Agreement or other previously agreed contract terms between Contractor and Customer may supersede the below terms:

Terms of Payment

The customer identified in this document ("Customer") agrees to pay IES Communications, LLC ("Contractor") the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Material balance will be due upon the Customer's acceptance. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If the customer elects to finance the services and equipment on this Purchase Agreement through one of the Contractor's third-party authorized leasing sources, an initial deposit of 20% is required at signing this Purchase Agreement. The Contractor's finance department must approve special arrangements or terms other than stated herein.

Taxes may be included in this proposal's pricing, and customer is responsible for such taxes unless and until customer provides a valid, unexpired tax exemption certificate for the state where the work is being performed. Any tax-free proposal pricing that IES may provide for customer's convenience is non-binding, provided for informational purposes only, and is strictly contingent upon customer timely providing a valid, unexpired tax exemption certificate.

Late Charges on Past Due Accounts

Customer agrees to pay Contractor the lesser of (a) the highest interest rate allowed by law or (b) 1.5% interest per month (an annual rate of 18%) on any unpaid balance after the due date.

Expedite Charge

To avoid an expedited shipping charge, Contractor must receive a signed Purchase Agreement and purchase order (if Customer's purchasing policy requires that a purchase order be issued) five (5) business days prior to commencing the work. Customer is responsible for Contractor's additional expediting costs incurred due to Customer's failure to timely return a signed Purchase Agreement (and PO, if applicable). The additional costs of any special rush requests, if not included in this Purchase Agreement's pricing, will be invoiced separately and subject to a ten percent (10%) markup.

Timeline

Customer acknowledges that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor, that Contractor may incur additional expenses. Such expenses may include but are not limited to employee wages, materials, mileage, travel/lodging, design, and re-engineering fees. Upon Contractor's providing a written change order for any such additional costs, Customer will timely reimburse Contractor at Contractor's standard rate or rates.

Change in Scope

Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative, may only be effected through a written, mutually executed change order. The change order must be signed by an authorized representative of the Customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be governed by these General Terms and Conditions. Any preprinted terms or conditions on the Customer's purchase order form are expressly null and void, and the services and/or materials stated in any such purchase order shall be subject to these General Terms and Conditions.

General Terms & Conditions

Cancellation

Customer acknowledges that this is a non-cancelable Purchase Agreement. If Customer elects to return any material or equipment delivered as part of this Purchase Agreement, it must be unused and in its original packaging. Customer will be liable for any restocking or similar return fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at the Contractor's standard hourly rate. Contractor shall have the right to suspend work and/or terminate this Purchase Agreement upon notice and without further liability, if the Customer defaults on its payment obligations hereunder and such default remains uncured after seven (7) days written notice.

Customer Responsibilities

Unless stated otherwise in the General Notes, Exclusions, and Clarifications section of this contract, it is the responsibility of the customer to provide the following:

- A safe and secure location for storing all materials and equipment related to this project.
- Copies of floor plans (electronic CAD files preferred in the DWG or DXF format), including the furniture layout and outlet locations (outlet locations may be hand-drawn).
- Adequate environment at the worksite (appropriate ventilation, lighting, access, etc.).
- A single point of contact for the duration of the project.

Hazardous Materials

Customer acknowledges that the scope of work performed by IES shall not include the identification, detection, abatement, encapsulation, or removal of hazardous materials or products containing hazardous materials, including but not limited to, asbestos and lead. The Customer shall be solely responsible for identifying and notifying IES of any potential presence of hazardous materials on the project site before commencing any work. The Customer also agrees to promptly disclose any relevant information regarding hazardous materials that may impact the safety or feasibility of the project. If the presence of hazardous materials is discovered during the project, IES may, at its sole discretion, suspend the project until the Customer addresses the hazardous materials in accordance with all applicable regulations and provides abatement plans to IES prior to commencing any work. Any additional costs incurred due to the project suspension or modifications shall be the responsibility of the Customer.

Limitation

All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

Dispute Resolution, Governing Law, Venue, Attorney's Fees

In the event of a dispute arising under this Purchase Agreement, the complaining party shall give the other party a comprehensive, reasonably detailed written notice of its claim(s), which notice shall include appropriate supporting documentation. Within seven (7) days of the date of the notice, the parties' authorized representatives shall meet (virtually or in-person) and confer in an effort to resolve the dispute amicably. If the parties fail to resolve the dispute at such meeting, then either party may submit the dispute for nonbinding mediation. Either party may initiate submission of the dispute to mediation upon written notice to the other party. The parties shall mutually agree on a single, qualified, neutral, independent mediator, and the parties shall split the mediator's fee. Each party shall participate in the mediation in good faith and shall send to the mediation a representative with full settlement authority. If mediation fails to resolve the dispute, then either party may issue a notice of demand for arbitration to (1) the other party and (2) the filing party's choice of arbitrator or dispute resolution provider, but mediation is a condition precedent to either party's right to demand arbitration. Any arbitration hereunder shall be governed by the arbitration provider's applicable construction-industry arbitration rules and procedures or the set of JAMS, AAA, or CPR rules and procedures otherwise agreed upon by the parties. Texas law shall govern any disputes hereunder without regard for its conflict of laws principles, and any mediation or arbitration of disputes hereunder shall take place in the greater Phoenix, AZ metro area.

General Terms & Conditions

Insurance

Contractor will maintain the following types of insurance coverage and liability limits:

- Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of \$1,000,000 for each occurrence.
- Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of \$3,000,000 for each occurrence and \$6,000,000 general aggregate.
- Workers' compensation, with the statutory requirement for coverage.

Additional Insured

IES will name Customer as an additional insured on IES Communications, LLC's general liability policy.

Waiver of Subrogation

Rights of subrogation under the policies listed above will be waived in favor of the Customer.

Certification

IES will provide the Customer with a certificate of insurance confirming all insurance.

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Pricing & Authorization

DESCRIPTION	TOTAL
Labor	\$99,442.42
Material	\$341,762.81
Other (May include shipping, permits, parking, travel, lift rentals, etc.)	\$55,327.49
Services	\$0.00
Total:	\$496,532.72
Tax:	\$0.00
Total with Tax:	\$496,532.72

The total sum for this proposal is **\$496,532.72**, which includes all applicable tax, material, labor, equipment, supplies, travel expenses, and misc. expenses.

For tax exempt customers, taxes may be included in this proposal’s pricing. The customer is responsible for such taxes unless and until IES receives a valid, unexpired tax exemption certificate for the state where the work is being performed.

Excluded from this proposal, are any adds, moves, or changes during the project, which will be billed separately from the original proposal.

Jackson Hole Airport-341146-001

By signing below, I am accepting this proposal and the attached terms and conditions.

Customer Authorized Signature

Date

Customer Print Name

Customer Title

IES Communications, LLC

Kevin Cook

Digitally signed by Kevin Cook
Date: 2026.06.15 12:35:05
-07'00'

IES Authorized Signature

6/15/2026

Date

Kevin Cook

IES Print Name

Vice President | Finance

IES Title

Pricing Details

GENERAL SUPPORT

DESCRIPTION	LABOR	MATERIAL	OTHER	SERVICES	SUBTOTAL	TAX	TOTAL
Project Admin/Support	\$30,494.93	\$0.00	\$0.00	\$0.00	\$30,494.93	\$0.00	\$30,494.93
Support Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Support Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Requirements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$30,494.93	\$0.00	\$0.00	\$0.00	\$30,494.93	\$0.00	\$30,494.93

AUDIO/VISUAL

DESCRIPTION	LABOR	MATERIAL	OTHER	SERVICES	SUBTOTAL	TAX	TOTAL
Paging System Replacement	\$55,383.75	\$293,610.51	\$31,419.21	\$0.00	\$380,413.47	\$0.00	\$380,413.47
Spares & Z-Loaner	\$1,725.28	\$1,167.54	\$44.33	\$0.00	\$2,937.15	\$0.00	\$2,937.15
Travel	\$7,290.00	\$0.00	\$22,080.00	\$0.00	\$29,370.00	\$0.00	\$29,370.00
Totals:	\$64,399.03	\$294,778.05	\$53,543.54	\$0.00	\$412,720.62	\$0.00	\$412,720.62

OPTIONAL PARTS

DESCRIPTION	LABOR	MATERIAL	OTHER	SERVICES	SUBTOTAL	TAX	TOTAL
Optional Equipment - Administration and FBO Building	\$4,548.46	\$46,984.76	\$1,783.95	\$0.00	\$53,317.17	\$0.00	\$53,317.17
Totals:	\$4,548.46	\$46,984.76	\$1,783.95	\$0.00	\$53,317.17	\$0.00	\$53,317.17

*Other may include shipping, permits, parking, travel, lift rentals, etc.

Bill of Material

GENERAL SUPPORT
Project Admin/Support

There are no material items for this sub estimate.

Support Labor

There are no material items for this sub estimate.

Support Equipment

There are no material items for this sub estimate.

Contract Requirements

There are no material items for this sub estimate.

AUDIO/VISUAL

Paging System Replacement

MFG	PART DESCRIPTION	PART#	QTY	UNIT
AtlasIED	GLOBALCOM® 571 Mic Station - Dante	571D	4	EACH
AtlasIED	Desktop Kit for 571C/571D	571MK-DT	4	EACH
AtlasIED	GlobalCom GCK Core Software Yearly Maintenance Subscription	GCK3-0M	4	EACH
AtlasIED	TRIP TO SITE EXPENSE ONE MAN	IED0750~1	1	EACH
AtlasIED	Technical Services	IED0754	1	EACH
AtlasIED	TRIP TO SITE COMMISSION ONE MAN	IED0778~1	1	EACH
AtlasIED	2 Logic Input x 2 Relay Output IO Device	IED1522LR	1	EACH
AtlasIED	4 x 4 Analog/Dante I/O Module	IED1544AIO-D	2	EACH
AtlasIED	GLOBALCOM NETWORK DANTE UNIT	IP116-D	2	EACH
AtlasIED	DANTE IP PAGING STATION, FOUR	IPCSD4	20	EACH
AtlasIED	TITANONE AMPLIFIER MAINFRAME	T112	5	EACH
AtlasIED	TitanONE Amp Card 70.7-Volt, Dual Channel 600-Watt	T602-120V-T1	28	EACH
Liberty AV	Category 6 Cable - 550 MHz - HDBT Rated - Reel - Shielded - Solid Conductors - Plenum	24-4P-P-L6SH-BLU	2000	EACH

Spares & Z-Loaner

MFG	PART DESCRIPTION	PART#	QTY	UNIT
AtlasIED	CORD ASSEMBLY FOR 500HH, 10'	IED500HHCA-10	5	EACH
AtlasIED	ACS HAND HELD MIC W/ MAGNET	IEDA501HH	2	EACH

Travel

There are no material items for this sub estimate.

OPTIONAL PARTS

Optional Equipment - Administration and FBO Building

MFG	PART DESCRIPTION	PART#	QTY	UNIT
AtlasIED	4 x 4 Analog/Dante I/O Module	IED1544AIO-D	2	EACH
AtlasIED	DANTE IP PAGING STATION, FOUR	IPCSD4	2	EACH

Bill of Material

MFG	PART DESCRIPTION	PART#	QTY	UNIT
AtlasIED	TITANONE AMPLIFIER MAINFRAME	T112	1	EACH
AtlasIED	TITANONE 2 CH PWR AMP 600W/CH	T1202-120V-T1	7	EACH
Liberty AV	Category 6 Cable - 550 MHz - HDBT Rated - Reel - Shielded - Solid Conductors - Plenum	24-4P-P-L6SH-BLU	500	EACH

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Audio Visual Warranty

PROJECT NAME: Paging System Replacement - Audio Visual

DATE: 6/9/2026

IES JOB NUMBER: 341146-001

Standard Warranty: IES warrants the Audio Visual System furnished to be free from defects in workmanship (i.e., cables, connections, structures) failure and IES provided audio visual equipment for a period of one (1) year from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled reasonably and timely from the time the Owner or their agent notifies IES.

IES One-year warranty does not include any existing or owner-furnished equipment.

Warranty does not apply to any product that has been subject to misuse, neglect, accident, or operational error.

Optional One Year Service Contracts are available.

NOTES

- All work is scheduled for regular business hours unless otherwise noted. There is an additional charge for work scheduled on nights or weekends.
- Technicians must have free and clear access to all areas being cabled.
- Adequate conduit space is required for all AV cabling.
- All electrical is provided and installed by others.
- Any changes to the scope of work must be submitted in writing prior to work being performed.
- Permits, if required, are included.
- Proposal is valid for a period of 15 days from the date.

PRICE

The proposal's total lump sum includes all tax, material, labor, equipment, supplies, and miscellaneous expenses. The proposal excludes any adds, moves, or changes during the project, which will be billed separately from the original proposal. Progress billing will be in effect. A 50% deposit is required upon equipment arriving on the customer site.

Jackson Hole Airport

1250 E Airport Road, Jackson, WY 83001



Jackson Hole Airport Board – Staff Report

Meeting Date:	6/17/2026
Subject/Agenda Item:	Global Ground Support Deice Truck Purchase Agreement
Subject/Agenda Item Type:	<input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Informational Item
Presenter/Point of Contact:	Craig Foster

Background/Description:

Presented for Board approval is the purchase of a replacement Deice Truck from Global Ground Support.

The FBO currently operates three de-ice trucks. Two are modern enclosed-cab, single-operator units equipped with Global Ground Support’s AirPlus! system. The third – one of the original trucks acquired when the Airport assumed FBO operations – is an open bucket unit requiring a two-person crew and lacks AirPlus! capability.

Staff intends to replace the third open bucket truck with this purchase. Although the vehicle is not at the end of its useful life, replacing the open bucket truck delivers four strong operational benefits:

Safety – Enclosed cab operation eliminates crew exposure to weather and fluid during deicing. The single-operator design removes coordination risk between a driver and an exposed bucket operator, particularly in the low-visibility, high-wind winter conditions common at JAC.

Efficiency – One-man operation means the same mission is accomplished with half the staffing, freeing a crew member for other critical winter ops tasks during peak de-ice periods.

Environmental – The AirPlus! blower system removes snow and slush from aircraft surfaces before fluid is applied. This directly reduces the volume of glycol-based de-icing fluid consumed per aircraft – a meaningful benefit given JAC’s location in Grand Teton National Park.

Fleet Consistency – A uniform three-truck fleet simplifies training, standardizes operating procedures, and reduces the maintenance and parts complexity of supporting two different equipment configurations.

Fiscal Impact:

The Total Cost of the Deice Truck is \$585,704. The Airport will also be responsible for shipping/freight charges which are \$9,800, for a total expense of \$595,504. To maintain the 2025 pricing, Global Ground Support requires a signed purchase Agreement and payment to be processed prior to June 30, 2026.

Finance has confirmed that the budget can support this purchase.

The open cab deice truck that will be replaced will be listed for sale, consistent with the Board’s Asset Disposal Policy, and the proceeds from the sale of the truck will offset a portion of the costs of the replacement truck. The fair market value of the truck is estimated to be between \$325,000 and \$350,000.

Staff Input/Recommendation:

Staff recommends approval.

Alternatives:

The Board could choose not to purchase a replacement deice truck and FBO staff could continue to operate with the existing three deice trucks. This alternative would be less desirable from a staff perspective due to increased staff requirements, safety, efficiency and environmental factors.

Procurement Methodology:

In the summer of 2025 staff published an RFP for the purchase of a third deice truck and the Board approved the purchase of that truck at the August 2025 Board meeting. After consulting with the Airport attorney, staff determined it would be appropriate to rely on the open and transparent procurement process from last summer, and Global Ground Support agreed to honor the same pricing provided as part of the 2025 RFP process for this purchase.

Legal Review:

Airport Attorney, Dan Reimer, provided guidance on the procurement methodology and has reviewed the purchase Agreement.

Suggested Motion:

I move approval of the Purchase Agreement with Global Ground Support for a deice truck in the total amount of \$595,504 and in the form presented.

DRAFT



**PURCHASE AGREEMENT
CONFIRMATION AUTHORIZATION AND ACCEPTANCE**

The undersigned confirms and agrees to all Terms and Conditions set forth in Jackson Hole Airport for General Aviation Deicing Truck (Global Proposal #26.043) dated May 12, 2026 for One (1) Global Ultimate One 2200 Deicer Model #2200SE-EC-AP-SO, as outlined below:

A. **Base Price Per Unit (FOB-ORIGIN):** **\$585,704**
Pricing valid for orders and payment received prior to June 30, 2026

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
 - Auto-Lube System for Hardi Pumps
 - Fire Extinguisher, Ansul Automatic System (LVS)

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.

- Commissioning
- Training

B. **Shipping/Freight to Destination:** **\$ 9,800**

TOTAL **\$595,504**

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 Origin – Olathe, Kansas USA
- Freight:** Customer is responsible for all expenses associated with Shipping to Destination as shown on page 1 of this Purchase Agreement.
- 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:** **Payment in full prior to shipment from factory.**
Acceptable Payment methods are: Wire Transfer; EFT; ACH; Check
Credit Card Payments NOT ACCEPTABLE over \$25,000 USD.
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.

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 October 1, 2026. *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 Seller's 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:** 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 *chassis registration*). 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- Two-Year warranty, the following shall apply:
- *Customer shall purchase all the Preventative Maintenance "PM" parts from the OEM – Global Ground Support, LLC, specific parts are listed within the equipment manual.*
 - *In the event the Customer fails to purchase the noted parts from the OEM, Customer will therefore void the terms of the extended warranty.*
- Chassis Registration, the following shall apply:
- *The Buyer must register the chassis warranty by contacting the chassis manufacturer within thirty (30) days of final delivery of the vehicle(s).*
 - *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.*
- 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.



GLOBAL Ground Support

540 East 56 Highway
Olathe, KS 66061
Telephone (913) 780-0300
FAX (913) 780-0829

Bill To: 51861

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

Commercial Invoice

INVOICE NO: 51426

DATE: May 14, 2026

Ship To:

Jackson Hole Flight
1250 East Airport RD #159
Jackson, WY 83001
USA

ORDER #	P.O NUMBER	SHIP VIA		PAYMENT TERMS.	
TBD	TBD	FOB - Origin		Due on or before June 30th	
Line	Qty Ordered	Qty Shipped	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	0	Ultimate ONE G-2200SE-EC-AP-SO	\$585,704.00	\$585,704.00
			2200-gallon fluid tank with 1900 g. De-ice and/300 g. Anti-ice systems, Freightliner Chassis, SAGE Heating System, Global's exclusive telescopic boom with articulated fly tip, with enclosed cab, One Man Operation with AirPlus! ®.		
Remit to:					
Beneficiary Bank: Alerus Financial					
Beneficiary Bank ABA#: 091300159					
Beneficiary Account: 7501248392					
Beneficiary Name: Global Ground Support					
<p>*Global Ground Support is not registered to collect/remit sales tax in Wyoming. Unless otherwise stated, the customer is responsible for all tax remittance</p>				Sales Amount:	\$585,704.00
				Estimated Freight:	\$9,800.00
				*Estimated Sales Tax	\$0.00
				Estimated total:	\$595,504.00
				Estimate Due Global Ground Support:	\$595,504.00



Jackson Hole Airport Board – Staff Report

Meeting Date:	6/17/2026
Subject/Agenda Item:	Interim Director Professional Services Agreement
Subject/Agenda Item Type:	<input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Informational Item
Presenter/Point of Contact:	Dan Reimer

<p>Background/Description: Presented for Board consideration is a Professional Services Agreement with Robert (Bob) McLaurin to act as the Interim Director of the Jackson Hole Airport beginning on June 19, 2026. During the term of this Agreement, Bob will suspend his role as a member of the Jackson Hole Airport Board.</p> <p>The term of this Agreement is for an initial period of 6 months, expiring on December 16, 2026, with the option of early termination or extension. The Board intends to terminate this Agreement upon hiring and appointing a full-time director for the Jackson Hole Airport. The Board has separately engaged with Korn Ferry, a global organization and executive search firm, to lead a search process for the next director.</p>
<p>Fiscal Impact: Compensation under this Agreement is a fixed amount of \$20,000 per month. The Agreement is structured so Bob McLaurin will act as an independent contractor and will not be eligible for employee benefits, stipends, bonuses, or other payments made to Board employees. The Interim Director will be responsible for payment of all income and other applicable taxes.</p>
<p>Staff Input/Recommendation: Staff recommends approval.</p>
<p>Alternatives: The Board could work through an outside firm that provides interim airport management or select another interim director. Bob McLaurin is considered the best fit for the role considering his years of experience in managing government entities and his knowledge of the Airport, staff and stakeholders through his years of service on the Board.</p>
<p>Procurement Methodology: Not applicable.</p>
<p>Legal Review: Dan Reimer, Airport Attorney, has drafted this Agreement.</p>
<p>Suggested Motion: I move approval of the Professional Services Agreement with Robert McLaurin, to act as the Interim Director of the Jackson Hole Airport beginning on June 19, 2026, in the form presented.</p>

PROFESSIONAL SERVICES AGREEMENT

Jackson Hole Airport

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 17th day of June 2026, by and between the JACKSON HOLE AIRPORT BOARD, a body corporate and politic organized under Wyoming law and having an address of 1250 E. Airport Road, P.O. Box 159, Jackson, Wyoming 83001 ("Board"), and ROBERT MCLAURIN, having an address of 75 Stormy Circle, Jackson, Wyoming 83001 ("McLaurin").

1. Engagement of McLaurin. The Board hereby engages and appoints McLaurin as interim airport director, and McLaurin hereby agrees to perform the services described in the annexed **Exhibit "A"** (the "Services") under the terms and conditions of this Agreement. For the avoidance of doubt, Board hereby appoints McLaurin to serve as manager of the Jackson Hole Airport pursuant to Wyoming Statutes Section 10-5-202(d) with the attendant authorities and delegated responsibilities as set forth, for example and without limitation, in the Board bylaws, resolutions and policies. McLaurin shall report to the Board and directly oversee the senior leadership team members.

2. Time of Performance. The Services shall commence and McLaurin shall act as interim airport director beginning June 19, 2026, and continue for a period of six months, until December 16, 2026, subject to early termination or extension as set forth below.

3. Suspension of Board Membership. During the term of this Agreement, McLaurin shall not act as a member of the Board of Directors of the Jackson Hole Airport Board. Without limiting the generality of the foregoing, McLaurin shall not sit as voting member of the Jackson Hole Airport Board, hold himself out as a Board member to any individual or entity, or otherwise exercise the powers of a Board member pursuant to Wyoming Statutes Section 10-5-202 or Section 16-1-106. Upon expiration or early termination of this Agreement, McLaurin may resume his position as member of the Jackson Hole Airport Board with all attendant rights and authorities.

4. Compensation. The Board shall pay McLaurin a fixed amount of Twenty Thousand Dollars (\$20,000) per month, pro-rated for any portion of a month at the beginning or end of the term hereof. All travel beyond the Jackson Hole region associated with performing the Services must be approved in advance by the Board President. McLaurin shall be reimbursed for travel expenses according to the Board's standard travel guidelines. As an independent contractor, McLaurin shall not be eligible for employee benefits, stipends, bonuses or similar payments made to Board employees. McLaurin shall be responsible for the payment of all income and other applicable taxes on payments made by the Board hereunder.

5. Termination of Agreement. Either party may terminate this Agreement for breach of any of the covenants or agreements of this Agreement by the breaching party, and breaching party failing to cure such violation within thirty (30) days after receipt of a notice to cure. The Board reserves the right to terminate this Agreement upon hiring and appointing a full-time airport director or for Board's convenience upon delivery of written notice to McLaurin. In the event of early termination, McLaurin shall be paid by the Board to the date of termination.

6. Extension of Term. In the event the Board has not hired and appointed a full-time

airport director by the expiration of the initial six-month term, the parties mutually may agree to extend this Agreement in increments of one month, provided that the total term of this Agreement, including the initial term and all extensions, shall not exceed one year. The Board President shall be delegated with authority to approve such extensions without amending this Agreement.

7. Independent Contractor. In providing the Services, McLaurin shall act as an independent contractor and not as officer or employee of the Jackson Hole Airport Board. Notwithstanding the foregoing, McLaurin agrees to comply with the ethical standards for public employees and servants as set forth in Wyoming law and with the Board Employee Handbook in providing the Services.

8. Professional Standard of Care. McLaurin shall perform the Services consistent with the professional skill and care ordinarily provided by professionals in similar circumstances.

9. Ownership and Return of Work Product. The Board reserves the right to assert ownership over any and all work product produced by McLaurin in performing the Services. Upon expiration or early termination of this Agreement for any reason, all finished or unfinished documents, data, studies, surveys, and Board material prepared by McLaurin under this Agreement shall be furnished to the Board at its request without additional expense.

10. Assignment. McLaurin shall not assign or subcontract any interest in this Agreement.

11. Jurisdiction: Choice of Law. The laws of Wyoming shall govern the rights and obligations of the parties under this Agreement. Venue for any action to enforce the terms of this Agreement shall be in a court having jurisdiction in and for Teton County, Wyoming.

12. Non-Waiver. The failure of the Board or McLaurin at any time to enforce a provision of this Agreement shall not constitute a waiver of the provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right of the Board or McLaurin thereafter to enforce each and every provision hereof.

13. Integration. This instrument and its exhibits embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

14. Nondiscrimination. In performing the Services hereunder, McLaurin agrees to comply with the civil rights non-discrimination requirements set forth in **Exhibit "B"**.

15. Notices. Any notice pertaining to the subject matter of the Agreement shall be personally delivered or sent via nationally recognized overnight courier service to the address set forth for the parties above.

[Signature Block Next Page]

Entered into by the parties and effective upon the date set forth above.

JACKSON HOLE AIRPORT BOARD

ROBERT MCLAURIN

By _____
Melissa Turley
President

By _____

Date: _____

Date: _____

DRAFT

Exhibit A

Scope of Services

General Duties

- Be available on a part-time basis, roughly 20 hours per week
- Be physically present at the Airport, typically at least one day each week, and otherwise available by phone, video conference, text or email
- Be physically present for each regular or special Board meeting
- Be available, physically or virtually, for meetings with staff, regulators, tenants and other stakeholders
- Travel as necessary for meetings, conferences and other events to represent the Airport

Airport Administration and Management

- Provide informed and engaged oversight of airport operations requirements prescribed by the FAA, TSA, Wyoming Aeronautics Commission, the Board, the National Park Service, and any other agency with jurisdiction relating to the Airport.
- Collaborate with the FAA and WYDOT to strategically execute the capital plan, recognizing both financial and operational factors.
- Function as the primary liaison with aeronautical, governmental, and other agencies with jurisdiction relating to the Airport.
- Ensure compliance with the Board's Use Agreement with the Department of Interior/National Park Service.
- Given the Airport's unique status as the only commercial airport in the United States located inside a national park, the interim airport director guides all projects relating to environmental stewardship, including the Fly Quiet program, maintaining Dark Skies Certification, wildlife habitat mitigation, construction-related environmental initiatives and all terminal and facility-based environmental initiatives.
- Closely monitor and maintain the strong financial condition and integrity of the Airport and oversee long-term financial planning and strategy.
- Manage and develop the senior leadership team, who are responsible for managing all Airport operations and departments.
- Develop organizational structure, compensation and benefits programs and strategy, and compliance with all Airport employment policies.
- Negotiate and enforce contracts and operating agreements.
- Maintain and develop a strong network of industry relationships and contacts.

Community and Stakeholder Relations

- Represent the Airport in the community, with stakeholders and media.
- Genuinely listen and gain understanding of community interests and needs.
- Understand and navigate the competing priorities of service levels, operational revenue, and community impact.
- Engage in community outreach efforts to further the airport's ties and interactions with all stakeholders within and outside of the community: the National Park Service, elected officials, local businesses, neighbors, the traveling public, federal agencies and partners, and others.

- Oversee the management of all airport stakeholders, including airlines and other concessionaires.
- Engage directly with internal and external stakeholders.
- An understanding of the value of customer experience and a commitment to providing a safe and positive experience for everyone.

Airport Operations, Security and FBO Operations

- Ensure compliance with all federal regulations and entities.
- Provide oversight of all operations and airfield activities to the highest standards of safety, security, and efficiency.
- Provide oversight of all construction activities and capital planning.
- Oversee FBO and Fuel Farm operations in conjunction with the FBO General Manager.

Exhibit B
Civil Rights Nondiscrimination

- A. In all its activities within the scope of its airport program, Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor. This provision obligates Contractor for the period during which the property is used or possessed by Contractor and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- B. During the performance of this Agreement, Contractor for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - v. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38; and
 - ix. Title IX of the Education Amendments of 1972, as amended, which prohibits you

from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.).

- C. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:
- i. Compliance with Regulations: Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 - ii. Nondiscrimination: Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - iii. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
 - iv. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport Board or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Airport Board or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - v. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, the Airport Board will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
 - vi. Incorporation of Provisions: Contractor will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. Contractor will take action with respect to any subcontract or procurement as the Airport Board or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport Board to enter into any litigation to protect the interests of the Airport Board. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.