REQUEST FOR PROPOSALS

ON-CALL FINANCIAL CONSULTING SERVICES

Issued by Jackson Hole Airport

REQUEST FOR PROPOSALS ("RFP")
ON-CALL FINANCIAL CONSULTING SERVICES
JACKSON HOLE AIRPORT
JACKSON, WYOMING

INTRODUCTION

The Jackson Hole Airport Board (the "Board") is soliciting Proposals for its use in selecting a qualified Financial Consultant ("Consultant") to provide ongoing On-Call Financial Consulting services on an as-needed and requested basis at the Jackson Hole Airport ("Airport").

Attached to this RFP as **Exhibit A** is the intended form of Agreement to be executed by the selected Consultant and the Board. Any and all comments, objections or exceptions to the form of Agreement must be submitted along with questions and comments on this RFP according to the process and by the deadline set forth herein.

Though the proposed general scope of services is described within this RFP, the specific scope of services will be developed between the Board and the successful Consultant on an as-needed or requested basis. Each project will include a detailed description of work to be performed under specific amendments, or scopes of work.

OVERVIEW OF THE AIRPORT

JAC is a commercial service airport located approximately seven miles north of the Town of Jackson in Teton County, Wyoming. The Airport is owned and operated by the Jackson Hole Airport Board under authority granted jointly by the Town of Jackson and Teton County. The Airport is located entirely within Grand Teton National Park under a Use Agreement with the United States Department of the Interior, making it the only commercial service airport in the U.S. operating within a national park. The area boasts world-class ski areas and provides easy access to both Grand Teton and Yellowstone National Parks.

As the busiest airport in the state, JAC is a valued gateway for those who call the area home and for those wanting to experience the natural beauty and wide range of recreational opportunities Wyoming has to offer. The Airport also supports search and rescue, wildland firefighting, air medical service, the National Park Service, and US Forest Service, among other activities. The Board employs approximately 150 people and is also home to over 650 other badge holders which include tenant employees and other users.

The Airport is served by United, Delta, American and Alaska Airlines year-round. The Board also operates the Fixed Base Operator (FBO) and provides all services to general aviation aircraft.

The Airport receives no subsidies from Teton County or the Town of Jackson, and there is no dedicated property, lodging or other tax dedicated to supporting the Airport. The Airport therefore must maintain an entirely self-supporting rate structure based on traditional sources of airport revenue, grant funding from the FAA and State of Wyoming, and Passenger Facility Charge ("PFC") revenue. Further, the Use Agreement with the Department of the Interior mentioned above requires the Board to contribute a portion of its gross receipts to Grand Teton National Park.

For Fiscal Year 2026-2027, the Jackson Hole Airport Board approved an operating and capital budget that anticipates approximately $90.2 million in total revenues and $73.9 million in total expenses, resulting in approximately $16.3 million in net income before capital expenditures. The budget also includes approximately $61.8 million in capital expenditures, supported by federal and state grants, other grants, bond funding and Airport reserves. After accounting for the capital program and associated funding sources, the Airport anticipates contributing approximately $326,561 to reserves, with a budgeted unrestricted cash balance of approximately $33.5 million on June 30, 2027.

For financial and management purposes, the Airport has identified three enterprise centers separate from the capital program: airport operations, fuel farm, and fixed base operation. Each of these enterprise centers has profit and cost responsibility, promoting transparency and strategic decision making. The operations enterprise center contributes approximately 45% of the operating revenue, with 8% attributed to the fuel farm and 47% coming from the fixed base operation. More detail about the Airport's budget, including the specific enterprise and cost centers, can be found in the annual budget document on the airport website at https://www.jacksonholeairport.com/airport-board/records-reports/ under Financial Information.

STATEMENT OF NEED

The Board is seeking a Consultant to provide on-call Financial Consulting Services consistent with the proposed Scope of Services set forth below for various Airport needs or projects expected or anticipated to be initiated during the next five (5) years.

The Board may continue to utilize other consultants for ongoing projects that are underway at the time of contract execution with the successful respondent to this RFP.

Specific services and fees on individual projects will be determined by contract amendments, task orders or scopes of work as set forth in the agreement between the Board and selected Consultant. To assist in the preparation of Proposals, the Board provides the following illustrative list of tasks that may be required of the Consultant:

- Capital Planning and Financing. Provide strategic financial advisory services to support the planning and financing of the Airport's capital improvement program. Services may include evaluating funding alternatives, developing phased financing strategies, assessing debt capacity, recommending financing structures, preparing benefit-cost analyses in support of FAA Airport Improvement Program (AIP) grant applications, and assisting with Passenger Facility Charge (PFC) applications, amendments, and financing strategies. Funding sources may include Airport operating revenues, FAA entitlement and discretionary grants, State of Wyoming grants and loans, private financing, user financing, and bond financing.
- Enterprise Financial Analysis. Evaluate the financial performance of the Airport's enterprises, including the Airport, Fixed Base Operator, Fuel Farm, and other Airport business activities. Services may include financial modeling, profitability and operational

analyses, enterprise-wide financial planning, and recommendations to improve financial performance, support strategic decision-making, and ensure long-term financial sustainability at the Airport.

- Financial Planning and Cash Management. Provide financial planning services to support the Airport's long-term fiscal health through cash flow forecasting, reserve planning, budget development, and financial modeling. Services should include evaluating historical and projected financial performance, identifying funding needs, assessing liquidity, and developing short and long-term financial forecasts to support operational and capital planning.
- Rates, Charges and Cost Recovery. Assist the Airport in maintaining equitable, transparent and financially sustainable cost recovery methodologies. Services may include reviewing and recommending cost allocation methodologies, developing and updating airline rates and charges, assisting with annual updates to the Schedule of Rates and Charges, advising on Customer Facility Charges, and providing financial analyses to support airline use and lease agreements, rate studies and other user fee structures.
- Financial Reporting and Regulatory Compliance. Provide financial reporting and regulatory support necessary to maintain compliance with federal and state, and industry requirements. Services may include assisting with FAA and other federal financial reporting, Passenger Facility Charge reporting, grant-related financial reporting, and developing financial analyses, reports, and presentations that support management, the Board and external stakeholders.

The above-described services could be for general needs of the Finance Team or specific to upcoming Capital Projects, which may include, but are not limited to:

- Checked Baggage Inspection System/Terminal Building Upgrade
- New ARFF Station and Safety/Operations Facilities
- Underground Treatment and Filtration System
- Snow Storage Improvements
- Landside/Parking Improvement/Construction
- Equipment Purchases
- General Aviation Facility Improvements

Some of the above-referenced services may not be required and projects may not be moved forward. The Board reserves the right to initiate additional procurement action(s) for any of the services identified herein.

REQUIRED QUALIFICATIONS

1. Experience with airport revenue bond transactions, federal AIP grant funding, and passenger facility charge (PFC) funding.
2. Commercial airport financial consulting experience preferred.

RFP HOLDER'S LIST

Firms responding to this RFP are requested to register on the RFP Holder's List by contacting Anna Valsing, with the Jackson Hole Airport, by email at anna.valsing@jhairport.org.

QUESTIONS

If discrepancies or omissions are found by any Consultant or there is doubt as to the true meaning of any part of the RFP, a written request for clarification or interpretation shall be submitted before the deadline set forth in this RFP. Questions submitted after this time will not be considered.

Any clarification or interpretation or change to the RFP will be by written addendum. The Board is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addendum. A copy of each addendum will be posted on the JAC website and provided to firms registered on the RFP holder's list. Any addenda so issued are to be considered a part of the RFP document.

All questions and correspondence related to this RFP shall be emailed to the Authorized Representative designated below:

Anna Valsing
Jackson Hole Airport
anna.valsing@jhairport.org

PROPOSAL CONTENT

Proposals shall include, **at a minimum**, the following:

a) A cover letter signed by the submitting firm's primary contact person outlining capability and resources to perform the work.

b) Firm Information - Firm name, address of the primary place of business, firm type (e.g. single source, joint venture, etc.), legal organization, and contact person.

c) Firm Profile – description of qualifications, services provided, firm resources, professional and contractor licenses, corporate structure, years in business, location of the primary place of business, and office locations.

d) Organizational Chart – depicting key project personnel and team members, areas of responsibility, and lines of communication for this Project.

e) Project Personnel – identify and outline project assignments for key personnel consistent with the Organizational Chart and provide their resumes. Identify the Project Manager and other key personnel involved in the Consulting services being provided. Resumes shall state project type and years of experience, years with the firm, professional and industry qualifications, education, and relevant Consulting experience.

f) Similar Project Experience – provide project title, location, description of work, role of the firm, client references, and contact information for up to five (5) relevant projects.

g) Financial Consulting Services Approach – Outline your firm's approach to providing Financial Consulting services for the Jackson Hole Airport.

h) Fees - identify hourly rates for the Project Manager and other identified project personnel.

Consultants must label any information in their submittal that they consider confidential or proprietary. The Board is a governmental entity subject to the open records requirements under the laws of the State of Wyoming and may be obligated to disclose information contained in a Proposal as required by law.

SUBMITTAL REQUIREMENTS

Interested Consultants shall submit electronically their complete Proposal package via email to anna.valsing@jhairport.org with a subject line of "Consulting Firm Name - Proposal for Financial Consulting Services".

Proposals shall be submitted no later than 3:00 pm (MST) on Friday, October 2, 2026. No Proposal will be opened prior to the proposal due date.

Proposals received after the deadline shall remain unopened and will under no circumstances be considered.

SCHEDULE OF KEY EVENTS, DATES, AND TIMES

RFP Published	September 2, 2026
Deadline for Questions	September 16, 2026
Proposals Due	October 2, 2026
Estimated Award Date of Financial Consultant Contract	October 21, 2026

EVALUATION CRITERIA AND PROCESS

An Evaluation Committee shall be formed for the purpose of reviewing submitted Proposals and making recommendations to the Board. In evaluating the Proposals, the Evaluation Committee shall use the following criteria:

Evaluation Criteria	Points/ Percentage Weighting
Qualifications of Firm, Project Manager and Key Personnel	30
Similar Project Experience	30
Financial Consulting Services Approach	30
Proposed Hourly Rates	10

The Evaluation Committee will score and rank each Proposal. The Board reserves the right to conduct interviews and negotiations with Consultants, at either the Committee or Board level. If there is no need to conduct interviews or negotiations, the Board may move forward with award of an Agreement. If there is a need to conduct interviews or negotiations, the Evaluation Committee will determine which Consultants will participate.

The Board and the Evaluation Committee reserve the absolute right to conduct such investigations as they deem necessary to assist in the evaluation of Consultants and to establish the experience, responsibility, reliability, references, reputation, business ethics, history and financial ability of the Consultant. Such investigations could include a virtual or on-site interview with one or more Consultants. The purpose of such investigation is to satisfy the Board that the Consultant has the experience, resources and commercial reputation necessary to perform its obligations under the terms of the Agreement. Any incomplete, false or misleading information provided by or through the Consultant shall be grounds for non-consideration.

Whether or not interviews or negotiations are held, award of an Agreement may be made to the Consultant whose proposal is deemed most advantageous to the Airport, considering all evaluation factors. The Board shall be the sole judge of this determination. A copy of the firm's Proposal will be attached to the Agreement and constitute a part of the Contract Documents. However, in the event of any ambiguity with any attachments, the Agreement will prevail. The Board intends to make one (1) award but may make multiple awards if determined to be in the best interest to the Airport.

GENERAL TERMS AND CONDITIONS

General Conditions

Any changes or clarifications to this RFP will be issued by written addendum which will be published on the Airport website and sent to those parties registered on the RFP Holder’s List.

The Board shall not be responsible for any verbal communication or to deliver addenda to firms not registered on the RFP Holder’s List.

The Board shall not be responsible for the costs incurred in responding to this RFP or any costs incurred prior to award by the Board and execution of the Agreement.

The Board reserves the right to reject any or all Proposals and to be the sole judge of the qualifications of the respective Proposals received.

Influencing the Process

Consultants or their agents (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) are instructed not to contact evaluation committee members, JAC employees, or the Board for the purposes of influencing the Board’s decision, creating bias in the evaluation process, or influencing the RFP process in any way beginning on the Date of Release of this RFP through actual Award Date By the Board. The Board, in its sole discretion, may disqualify Consultants for any violation of the requirements of this section.

This policy is intended to create a level playing field for all potential firms and to protect the integrity of the evaluation process. All contact during this evaluation process should be addressed only to the Authorized Representative identified in the Process for Questions section of this RFP.

Title VI Solicitation Notice

The Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4), 28 C.F.R. § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Non-Collusion

By submitting a proposal, the Consultant shall certify that such proposal is genuine and not collusive or sham; that said Consultant has not colluded, conspired, connived, or agreed, directly or indirectly with any responder or person, to put in a sham response, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other responder or to fix any overhead, profit or cost element of said proposal or of that of any other responder or to secure any advantage against the Board by any person interested in the proposed Agreement; and that all statements in said proposal are true; and further, that such Consultant has not, directly or indirectly submitted its RFP, or the contents thereof, or divulged information or data relative thereto to any other Consultant making a proposal.

Assignment

No Agreement awarded under this RFP may be sold, transferred, or assigned without the written approval of the Board.

Independent Consultant Status

The successful Consultant shall not, by entering into an Agreement, become a servant, agent, or employee of the Board, but shall remain at all times an independent Consultant. The Agreement resulting from this P, if any, shall not be deemed to create any joint venture, partnership, or common enterprise between the Consultant and the Board.

Confidentiality

Consultants must label any information in their submittal that they consider confidential or proprietary. The Board is a governmental entity subject to the public records requirements under the laws of the State of Wyoming and may be obligated to disclose information contained in a proposal as required by law.

Changes to this RFP

The Board reserves the right at its sole discretion, to extend the proposal Due Date or other deadlines, modify or amend any and all provisions herein, and to make changes to this RFP. Any changes and clarifications will be made by written addendum, which will be published on the Airport website and sent to those parties registered on the RFP Holder's List. It is the responsibility of each Consultant to be properly recorded as a Consultant of record with the Board, for purposes of receiving clarifications, addenda or other pertinent information

Withdrawal of Proposal

Proposals may not be withdrawn after the proposal Due Date. In submitting the proposal, the Consultant agrees that the proposal will remain valid for 180 calendar days after the proposal Due Date and may be extended beyond that time by mutual agreement.

Reservation of Rights

There is no guarantee that a Consultant will be interviewed and no guarantee that those interviewed will be awarded an Agreement. The Board reserves the right to reject any and all Proposals; to waive any informalities or irregularities in any proposal received; to withdraw this RFP at any time; to extend the time for submittal of Proposals; to conduct or not conduct interviews; to reschedule interviews scheduled; or to recommend no Consultants for an award.

Exhibit A

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL AIRPORT FINANCIAL CONSULTING SERVICES

Jackson Hole Airport

This PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL AIRPORT FINANCIAL CONSULTING SERVICES (the "Agreement") is entered into by and between the JACKSON HOLE AIRPORT BOARD, a body corporate and politic organized under Wyoming law and having an address of 1215 E. Airport Road, Jackson, Wyoming 83001 ("Board"), and ________ ("Consultant") (individually a "Party", collectively the "Parties") as of _______, 2026 (the "Effective Date").

1. Scope of Services

1.1. Board hereby retains Consultant to provide airport financial consulting services on an as-needed basis related to the Jackson Hole Airport (the "Airport"). Consultant is retained to provide the following services, as well as those consulting services described in the On-Call Airport Financial Consulting Services Request for Proposals attached hereto as **Exhibit A**, and Consultant's Proposal, attached hereto as **Exhibit B**, and incorporated herein by this reference (collectively the "Services"):

[add final list of services and projects from the RFQ]

1.2. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and agrees to perform the Services on the terms and conditions set forth herein and to furnish deliverables free of negligent errors or omissions.

1.3. Services will be provided in accordance with mutually agreed upon amendments to this Agreement as provided in Section 3 of this Agreement. Consultant agrees to timely and professionally complete, furnish and pay all of its costs related to the Services, including any related taxes, and to furnish all labor, supplies and materials and everything else reasonably necessary to complete the same, unless specifically provided to the contrary elsewhere in this Agreement or an amendment hereto.

1.4. This Agreement shall not be construed to guarantee any work for Consultant, and Board reserves the right to award any Airport consulting services to another firm without terminating this Agreement. Without limiting the generality of the foregoing, nothing herein shall prohibit the Board from (a) releasing another solicitation for the Services or for services and projects not included or listed above; (b) contracting with other consultants for the Services or similar services; (c) contracting with other consultants with respect to the Services upon the expiration or termination of this Agreement; or (d) determining that some or all of the above-described Services will not be undertaken.

2. Term

2.1. This Agreement shall become effective upon the Effective Date and will remain in effect for a period of five (5) years, until________, 2031, unless sooner terminated in accordance with Section 10 hereof.

2.2. Board may request Consultant to extend the term of this Agreement, so that Consultant may continue to provide the Services, in increments of one year and for no more than three additional years, for a total term of no more than eight years, until _______, 2034. The Airport Executive Director is authorized to request and approve an extension of this Agreement pursuant to this Section 2.2.

3. Compensation and Amendments

3.1. Services to be performed under this Agreement shall be authorized and performed via execution of mutually agreed upon amendments to this Agreement. These amendments shall be consecutively numbered to aid in reporting and accounting.

3.2. Compensation for Services shall be on a time-and-materials basis. The amendments issued under this Agreement shall specifically identify the Services and expected deliverables, a not-to-exceed budget for fees and reimbursable expenses, the process to increase the budget, and the schedule and deadlines for deliverables, but shall otherwise be subject to all terms and conditions of this Agreement.

3.3. Board shall pay Consultant the rates for the applicable individual performing the services times the number of hours, or portions thereof, employed on a specific task. The rates are identified on **Exhibit C**, Established Hourly Rate Schedule, and hereby incorporated by reference. The rates set forth in **Exhibit C** shall remain in effect for no less than one year after the Effective Date, after which Consultant may propose to adjust hourly rates in amendments outlined in this Section 3.

3.4. Board assumes no liability to compensate the Consultant for work performed by the Consultant or its subcontractors that is not explicitly authorized by the Board via an amendment.

3.5. Board shall reimburse Consultant for out-of-pocket expenses, including travel requested or approved by Board, at the actual cost without markup, upon submission of receipts or similar documentation. Board assumes no liability to reimburse Consultant for ordinary office expenses and overhead, except to the extent included in Consultant personnel hourly rates.

3.6. Consultant shall submit timely invoices to the Board for Services authorized by an amendment hereto. In accordance with Wyoming Statutes Section 16-6-602, Board shall pay

Consultant within forty-five (45) days after receipt of a correct notice of amounts due or pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to Board's obligation to pay all or a portion of the account.

4. Consultant Obligations

4.1. Consultant's Project Manager and other key personnel shall be as identified in Consultant's Proposal, attached hereto as **Exhibit B**. Consultant may substitute such Project Manager and other key personnel only upon providing advance written notice to the Airport Executive Director.

4.2. Consultant warrants and agrees that the Services performed by it hereunder will be in accordance with that degree of care and skill ordinarily exercised by members of the consulting profession in performing services of a similar nature for similar projects existing as of the date that such services are performed.

4.3. In performing the Services, personnel of Consultant may have access to certain information called Sensitive Security Information ("SSI"), which is protected by federal statutes and regulations. Personnel of Consultant may also create and maintain records that contain SSI. Consultant and personnel assigned to work under this Agreement are subject to the duties and requirements imposed by 49 C.F.R. Part 1520, entitled "Protection of Sensitive Security Information." As such, personnel of Consultant may not publicly disclose SSI in any context, including during litigation or pursuant to a state open records act request, without the advance approval of the Transportation Security Administration ("TSA"), as provided in 49 C.F.R. Part 1520. Consultant shall take all appropriate measures to protect such information that may come into its possession as a result of this Agreement.

4.4. The Services shall be performed by direct employees of Consultant. Consultant shall not subcontract any portion of the Services without Board's approval.

5. Board Obligations

5.1. Board shall make available to the Consultant all data that is in the Board's possession required by the Consultant and relating to the Services authorized by amendments hereto. Board will use best efforts to ensure that such data is accurate and free of errors or omissions; however, the Consultant may have to update, validate or use other means to confirm any such data if it intends to rely on it for purposes of providing the Services.

5.2. Board agrees to cooperate with the Consultant in the timely review and approval of all findings, analysis and reports, or, should the Board disapprove of any part of said findings, analysis and reports, shall make a timely decision in order that no undue expense will be incurred by the Consultant because of delay. If the Consultant is caused to incur other expenses such as extra drafting, due to changes ordered by the Board after completion and approval of the findings, analysis and reports, Consultant shall be paid for such extra expenses and services involved provided that the Consultant has provided reasonable notice to the Board of the potential for increased costs.

5.3. Board shall arrange for access to and make all provisions for Consultant to enter upon Airport property as required for Consultant to perform the Services. Board may issue security badges and/or keys to Consultant personnel requiring unescorted access to the Airport Secured Area, upon the completion of required background checks; provided that Consultant shall assume full responsibility for any such security badges and keys.

5.4. Board shall give prompt written notice to Consultant whenever Board observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the work of Consultant(s), provided that nothing herein shall impose upon the Board a duty to observe, supervise or inquire into any such services or work.

6. <u>Indemnification and Insurance</u>

6.1. Consultant 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 Consultant or its agents, employees or invitees arising out of any act or neglect of Consultant or Consultant'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.

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

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

6.4. Consultant 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. Consultant acknowledges that it shall be bound by this Board Resolution on the subject of insurance.

6.5. Consultant shall furnish to the Board, in accordance with the notice provisions hereof, a certificate, or certificates, of insurance showing compliance with this section. Consultant 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 Consultant to immediately replace cancelled or non-renewed insurance shall constitute an event of default.

6.6. 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”.

6.7. 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.

7. Compliance with Law

7.1. Consultant agrees to comply promptly with all laws, statutes, regulations, ordinances and rulings of the United States, the State of Wyoming, Teton County, Town of Jackson, Board, and other governmental bodies and agencies having jurisdiction over the Airport, as they now exist or as they may be hereafter amended. Without limiting the generality of the foregoing, Consultant 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. Consultant 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 Executive Director.

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

7.3. 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 Contractor or any other person. Contractor 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 Board or Contractor under this Agreement.

7.4. 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 Board's judgment be required as a condition precedent to the expenditure of federal funds for the planning or development of the Airport.

7.5. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to its employees. Consultant retains full responsibility to monitor its compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 and implementing regulations at 29 C.F.R. Part 1910. Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7.6. Consultant shall be responsible for paying its employees the minimum wages as may be prescribed by federal law, including without limitation the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as well as any applicable minimum wages as prescribed by the State of Wyoming, Teton County and the Town of Jackson.

8. <u>Civil Rights Nondiscrimination</u>

8.1. In all of its activities within the scope of its airport program, Consultant 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.

8.2. During the performance of the Agreement, Consultant 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).

9. Force Majeure

Any delay or failure of either Party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of such Party, provided that prompt written notice of such delay or suspension, and the reasons therefore, are given by the delayed to the other Party. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays, but the delayed Party shall continue to perform to the extent its performance is not so delayed. In an event of force majeure, the delayed Party shall be reimbursed for the cost of such delays, but shall make all reasonable attempts to mitigate and reduce such costs.

10. Termination

10.1. Breach of Agreement by Consultant

10.1.1. Any violation or breach of terms of this Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties.

10.1.2. Board will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Agreement. Board reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Board elects to terminate the Agreement. The

Board's notice will identify a specific date by which the Consultant must correct the breach. Board may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the Board's notice.

10.1.3. In no event will inaction on the Board's part constitute a waiver of its right to notify the Consultant of any violation or breach of this Agreement, pursue any available remedies, or terminate this Agreement.

10.2. Termination

10.2.1. The Board may, by written notice to the Consultant, terminate this Agreement for its convenience or for an uncured breach by the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Board, the Consultant must immediately discontinue all Services affected.

10.2.2. Upon termination of this Agreement, the Consultant must deliver to the Board all reproducible data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

10.2.3. Board agrees to pay the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice and deemed acceptable and usable by the Board. Compensation will not include anticipated profit on non-performed Services.

10.2.4. Board further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10.3. Termination by Consultant for Cause

10.3.1. The Consultant may terminate this Agreement in whole or in part, if the Board: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Consultant in accordance with the terms of this Agreement; or (c) suspends a project for more than 180 days beyond a deadline agreed to by the Board and Consultant due to reasons beyond the control of the Consultant.

10.3.2. The Consultant must provide the Board seven (7) days advance written notice of its intent to terminate this Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

10.3.3. Upon receipt of a notice of termination from the Consultant, the Board agrees to cooperate with Consultant for the purpose of terminating this Agreement or portion thereof, by mutual consent. If Board and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Board's breach of this Agreement.

10.3.4. In the event of termination due to Board breach, the Consultant is entitled to invoice the Board and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Board agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

11. Severability

The provisions of the Agreement are severable and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this Agreement may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court or competent jurisdiction, Consultant and Board shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of the Agreement and maintain the allocation or risk, liabilities and obligations originally agreed upon.

12. Governing Law

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. Prior to, and as a condition of seeking judicial relief, the Consultant shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Consultant's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.

13. Entire Agreement

This Agreement, and any amendments subsequently entered into pursuant to Section 3 above, constitutes the entire Agreement between the Parties and the terms and conditions hereof were negotiated between the Parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either Party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the Parties in writing and signed by their authorized representatives. Consultant shall not assign, or this Agreement, its obligations, or interest therein, without the written consent of the Board. Any transfer in violation of this section shall be void. The

Board may assign this Agreement to any successor public or private entity with delegated authority over the governance, management and operation of the Airport.

14. Delivery of Documents and Data and Use by the Parties

14.1. Limit Use to Hard Copies. As a component of the Services provided under this Agreement, Consultant shall deliver electronic copies of all documents and data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of the Board. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.

14.2. Acceptance Procedure. Board acknowledges that Electronic Files can be altered or modified without Consultant's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. Board agrees that it will institute procedures to preserve the integrity of the Electronic Files received from the Consultant until acceptance. Board further agrees that it will review the Electronic Files immediately upon the receipt and conduct acceptance test within thirty (30) days, after which period Board shall be deemed to have accepted the Electronic Files as received. Consultant will undertake commercially reasonable efforts to correct any errors in the Electronic Files within the 30-day acceptance by Board.

14.3. Ownership of Data and Documents. The original drawings, plans, specifications, inspection reports and other deliverables, whether in written or electronic format, shall become the property of the Board as soon as payment for the same has been completed, including payment made pursuant to this Agreement. The Board may use such documents and data in any manner without limitation or liability to the Consultant.

14.4. Reuse by Consultant. Consultant may retain copies of documents and data and may use the same on behalf of the Board in connection with the Services, this Agreement or any future agreement between the Parties in connection with the Airport. In no event shall the Consultant use documents or data generated hereunder for any use unrelated to this Agreement, the Board or the Airport, including without limitation for purposes of marketing Consultant's services to other prospective clients, without the Board's express written permission.

15. Airport Data Security and Cybersecurity

Consultant will protect all Board data generated or received under this Agreement using administrative, technical and physical safeguards that are appropriate to the nature of the data and no less stringent than commercially reasonable industry standards. Consultant will use the data solely to perform its obligations under this Agreement and limit access to Consultant personnel performing Services under this Agreement. Consultant shall maintain anti-malware, backup and incident-response measures and not introduce malicious code or attempt to access Board network or systems beyond access expressly authorized by Board. Consultant will notify Board immediately after discovery of unauthorized access to Board data.

16. Public Records

Consultant acknowledges that Board is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes §16-4-201 *et seq.*, and Consultant agrees that it will fully cooperate with Board in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Consultant asserts is confidential and exempt from disclosure. All materials, records, and information provided by Consultant to Board shall be considered confidential by Consultant only to the extent provided in the Wyoming Public Records Act, and Consultant agrees that any disclosure of information by Board consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Board. This Agreement and its exhibits are subject to public release through the Wyoming Public Records Act.

17. Covenant Against Contingent Fees

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement.

18. Notices

Any notice given pursuant to this Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier providing evidence of delivery, or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Board: Jackson Hole Airport Board
Attn: Airport Executive Director
P.O. Box 159
Jackson, Wyoming 83001
Telephone: (307) 733-7695

If to Consultant: [Add contact information]

Notice shall be deemed given when delivered, if hand-delivered by courier or nationally recognized overnight express service such as Federal Express, or two days after the date indicated on the postmark if sent by U.S. Mail, certified mail, return receipt requested. Either Party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

19. Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon Board, Consultant and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

20. No Partnership

This Agreement shall not be deemed or construed to create any relationship of joint venture or partnership between the Parties.

21. Independent Contractor

The Parties agree that the Consultant shall be an independent contractor and shall not be an employee, agent, or servant of the Board. Consultant is not entitled to workers' compensation benefits from the Board and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

22. Descriptive Headings

The descriptive headings of the sections of this Agreement are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

23. Limitation of Benefit

This Agreement does not create in or bestow upon any person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided herein. 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 their operations in relation to any person or entity not a party.

24. Authority

Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

JACKSON HOLE AIRPORT BOARD

Attest

____
John P. Carey III, Secretary

By: ____________________________________
Melissa Turley, President

CONSULTANT

By:______________________________

Name: ___________________________

Title: ____________________________

EXHIBIT A
ON-CALL AIRPORT FINANCIAL CONSULTING SERVICES
REQUEST FOR PROPOSALS

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C
ESTABLISHED HOURLY RATE SCHEDULE