

Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, June 24, 2025
TIME: **1:30 p.m.**
PLACE: Johnson Bell Board Room - Airport Terminal

- Chair to call the meeting to order.
 - Advise the Public the meeting is being recorded.
 - Roll Call
 - Seating of Alternate Commissioner if needed.
 - Approval of the Agenda
- Public Comment
- Review and approve the minutes of the Regular Board meeting dated May 27, 2025. **Pg 3**
- Approval of Claims for Payment - Will Parnell **Pg 8**
- Financial Report - Will Parnell **Pg 12**
- Director's Report - Brian Ellestad **Pg 23**
- Legal Report - Juniper Davis
- Committee Updates -
 - Business Development Committee: No Activity
 - Contract and Lease Committee: No Activity
 - Executive Committee: June 24, 2025
 - Facility and Operations Committee: June 24, 2025
 - Finance Committee: No Activity
 - General Aviation Committee: No Activity
 - Legislative Committee: No Activity
 - Marketing Committee: No Activity

Unfinished Business

- None

New Business/Action Items

- Off Airport Rental Car Agreement with Dollar Car Rental - Will Parnell **Pg 25**
- Award of Custodial Services RFP to Rising Fast Maintenance - Tim Damrow **Pg 34**
- Lease Agreements with Neptune Aviation Services - Tim Damrow & Juniper Davis **Pg 111**
- Fiscal Year 2026 Insurance Renewal - Will Parnell **Pg 161**
- Fiscal Year 2026 Engagement Letter and Contract for Auditing Services - Will Parnell **Pg 170**
- Award of RFP for Small Community Air Service Grant - Brian Ellestad **Pg 203**

Information/Discussion Item(s)

- Next Board Meeting July 29, 2025

PLEASE NOTE: This meeting will be in a hybrid format.

Members of the public can call in and connect digitally to the meeting using the information below and will have the opportunity to comment prior to any vote of the Board as well as on any item not before the Board at the beginning of the meeting.

Members of the public can submit comments by email to: jdavis@flymissoula.com.

Documents will be available on the airport's website, www.flymissoula.com, by 9 a.m. on the meeting date. Members of the public can view the meeting and documents by joining the meeting from their computer, tablet or smartphone at:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 266 456 298 882

Passcode: JtfCxe

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Phone Conference ID: 857 565 796#

MISSOULA COUNTY AIRPORT AUTHORITY
Regular Board Meeting
May 27, 2025
1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD:	Chair Deb Poteet Secretary/Treasurer Adriane Beck Commissioner Matt Doucette Commissioner Andrew Hagemeyer Alternate Commissioner Shane Stack Alternate Commissioner Jack Meyer (via Teams)
STAFF:	Director Brian Ellestad Deputy Director Tim Damrow Director of Finance and Administration Will Parnell Legal Counsel Juniper Davis Business Development Manager Dan Neuman Public Safety Chief Justin Shaffer Director of Maintenance Nate Cole Yuri Chinikaylo, Building Maintenance Technician Josh Rice, Building Maintenance Technician HR Manager Nikki Munro Federal Compliance Manager Jesse Johnson IT Manager Dylan O'Leary Accounting Clerk Brianna Brewer Field Supervisor Jake Sol Building Supervisor AJ Bemrose
OTHERS:	Shaun Shea, Morrison-Maierle Cole Jensen, Martel Construction

Chair Deb Poteet called the meeting to order and advised everyone that the meeting was being recorded.

Legal Counsel Juniper Davis performed a roll call of Board members, staff members, and members of the public.

AGENDA

Chair Deb Poteet noted that two Alternate Commissioners needed to be seated.

Motion: Commissioner Andrew Hagemeyer moved to seat Alternate Commissioner Shane Stack as a regular Commissioner for the duration of the meeting.

Second: Commissioner Matt Doucette

Vote: Motion passed unanimously

Motion: Commissioner Matt Doucette moved to seat Alternate Commissioner Jack Meyer as a regular Commissioner for the duration of the meeting.

Second: Commissioner Andrew Hagemeyer

Vote: Motion passed unanimously

Chair Deb Poteet asked if there were any changes to the agenda. There were no suggested changes to the agenda.

Motion: Secretary/Treasurer Adriane Beck moved to approve the agenda.

Second: Commissioner Matt Doucette

Vote: Motion passed unanimously

PUBLIC COMMENT PERIOD

Chair Deb Poteet asked if there was any public comment on items that were not on the Board's agenda. There was no public comment.

MINUTES

Chair Deb Poteet asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated April 29th, 2025.

Motion: Secretary/Treasurer Adriane Beck moved to approve the minutes for the Regular Board Meeting dated April 29, 2025.

Second: Commissioner Matt Doucette

Vote: Motion passed unanimously

CLAIMS FOR PAYMENT

Director of Finance and Administration Will Parnell presented the Claims for Payment. During the month of April, the airport incurred approximately \$1.5 million in project expenses. Of the \$1.5 million in project expenses, approximately \$1 million was submitted to the FAA for reimbursement. The remaining project expenses will be paid with reserves and debt.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the Claims for Payment. There were no questions or comments.

Motion: Alternate Commissioner Shane Stack moved to approve the Claims for Payment

Second: Secretary/Treasurer Adriane Beck

Vote: Motion passed unanimously

FINANCIAL REPORT

Director of Finance and Administration Will Parnell presented the Financial Report. Will explained that the financial report narrative is included in the Board packet and that the narrative provides a breakdown of accounts receivable on the balance sheet, budget information, long-term debt activity and a construction in progress roll-forward for the East Concourse project.

Will provided a brief update that there are two past due items for the Pruyn remediation and Rocky Mountain Mechanical lease payments for a total amount of approximately \$130,000.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the Financial Report. There were no questions or comments.

Motion: Alternate Commissioner Shane Stack

Second: Secretary/Treasurer Adriane Beck

Vote: Motion passed unanimously

DIRECTOR'S REPORT

Airport Director Brian Ellestad informed the Board that the month of April ended with an increase of 10.5% more enplaned passengers as compared to last year. After April, staff expect numbers for upcoming months to level off or be only slightly up.

A fourth TSA security checkpoint lane is planned to be installed on June 10th.

Real ID has been implemented and did not have a negative impact on Airport operations. TSA is seeing a large increase in the number of people using passports as their ID.

United and Delta are bumping their cutoff for checked bags from 25 minutes to 45 minutes pre-flight.

The Airport hosted an annual "tabletop" event with local emergency response personnel.

Deputy Director Tim Damrow provided additional project updates on Phase 2 and 3 construction. Baggage claim is open and operational. Rental car ticket counters are also opening, and rental car parking will open in upcoming weeks. Gates B1 and Bz in the Phase 2 expansion should open on May 29th. Concessions in the B concourse should open in July and the final gates will open in mid or late August. The Rocky Mountain Elk Foundation has installed a display outside of security on the second floor.

Tim elaborated on parking operations, explaining that the goal is to have 60-70% occupancy rate. For the most part the Airport is hitting that goal but will surpass it during higher volume periods/days (busiest days are Thursday, Friday and Sunday). The expansion to the Economy Lot will help on the busiest days. Tim reminded everyone that the first 60 minutes is free in all lots and is a better approach than using the front curb. The Airport has hired staff to assist the public in proper utilization of the front curb and encouraging short-term parking in the Premium Lot.

LEGAL REPORT

Legal Counsel Juniper Davis provided an update on RFPs including the current custodial services RFP and the Chicago air service RFP. The Airport received eight submissions for the custodial services RFP. After scoring and ranking, that was cut down to four respondents who will be invited for interviews. Staff expect to bring recommendations for awards for both RFPs to the June Board meeting.

Juniper also informed the Board of other agreements that are moving forward including an extension to the contract with Black Knight Security and Investigations for aviation worker screening, updates to the off-airport agreement with Dollar Rental Car, as well as continued work on agreements with Lyft, Uber and Turo.

Airport staff continue to examine and consider the implications for the U.S. Department of Transportation's recently released new grant funding agreement template and proposed updated grant assurances. With the Airport's upcoming contracts, such as the runway rehabilitation project in September, the impacts of recent changes are important to consider.

COMMITTEE REPORTS

Chair Deb Poteet notified the Board that the Executive Committee met on May 27, 2025, to discuss the Board agenda.

UNFINISHED BUSINESS

None

NEW BUSINESS

Approval of Fiscal Year 2026 Budget

Director of Finance and Administration Will Parnell presented an overview of the Fiscal Year 2026 Budget which included a power point presentation and attachments to the Board packet. Will explained that the budgeting process starts with expected projects for passengers in the upcoming year, which for FY26 is expected to be up only very slightly higher, if not actually relatively flat, from FY25.

Air service rates and charges are calculated including landing fees, user fees and rent. Those rates and charges are subsidized by the Airport in order to reduce the costs to the airlines. In order to subsidize those rates and charges, the Airport endeavors to bring in revenue in other ways. Will pointed the Board to the budget to see more detail.

Car rentals are a significant revenue generator for the airport. Staff have budgeted for an increase in those revenues for FY26 due to the Airport's new agreements with rental car operators which includes expanded and updated spaces as a result of the airport expansion project. The increase in rental car revenue is shown in the Board packet.

Another significant revenue stream for the airport is parking. In FY25 staff budgeted for \$3,600,000 in parking revenue, however the revenue was higher than expected. The reason

for this was due a change from utilizing a parking concessionaire to a management agreement. Staff expect parking to bring in approximately \$4,200,000 million by the close of FY25.

Will also presented on operating expenses, explaining that salaries and benefits are the primary increase. This increase represents two new FTEs, cost of living adjustments and a 10% increase in medical premiums. Additional items covered by Will include materials and supplies, utilities, the revenue bond coverage ratio, and the capital budget.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the rental car agreements. There were no questions or comments.

Motion: Alternate Commissioner Shane Stack moved to approve the budget for fiscal year July 1, 2025, to June 30, 2026.

Second: Commissioner Matt Doucette

Vote: Motion passed unanimously

Commercial Aviation Rates and Charges Resolution

Director of Finance and Administration Will Parnell presented a proposed resolution that would set terminal use and landing fees at the airport. Will referred the Board to the resolution in the board packet and reminded the Board that in May 2024, the Board approved MCAA Resolution No. 2024-05 regarding Terms and Conditions Governing Use by Commercial Air Service Providers at the Airport. That resolution indicates that each year the Airport should set terminal use and landing fees which apply to non-signatory airlines, which are Allegiant, Frontier, and Sun Country. The non-signatories pay about 30% more than the signatory airlines.

Chair Deb Poteet asked if there were any Board questions or public comments regarding the contract. There were no other questions or comments.

Motion: Alternate Commissioner Shane Stack moved to MCAA Resolution No. 2025-04 Setting Use Fees for Commercial Air Service Providers at the Missoula Montana Airport as presented.

Second: Secretary/Treasurer Adriane Beck

Vote: Motion passed unanimously

INFORMATION/DISCUSSION ITEMS(S)

Next meeting will be Tuesday, June 24, 2025, at 1:30 pm.

Meeting Adjourned.

Missoula County Airport Authority
Check Register by Account Name
05/01/2025 - 05/31/2025

Account Name	Total
Airfield Lighting R&M	\$ 5,622.68
Airfield Maintenance	\$ 10,474.21
BHS Parts and MX	\$ 376.02
Building General R&M	\$ 1,736.60
Consultants Expense	\$ 2,100.00
Contracted Maintenance	\$ 1,014.76
Custodial Services	\$ 42,210.00
Custodial Supplies	\$ 7,565.78
Disposal Expense	\$ 2,690.58
East Concourse FFE	\$ 193,376.43
Electricity/Gas Expense	\$ 46,641.75
Employee Screening	\$ 4,965.05
Employee Training Expense	\$ 5,260.00
Fluorine-free foam Transition	\$ 2,976.00
GASB 96 Long-term Subscription	\$ 2,223.67
Jet Bridge R&M	\$ 1,471.97
Landside Maintenance	\$ 2,018.14
Legal Services	\$ 12,357.81
Marketing	\$ 26,842.00
Mechanical/Supplies	\$ 3,228.89
Office Supplies	\$ 1,383.38
On-demand IT Support	\$ 712.24
Petroleum Products Expense	\$ 6,769.01
Phone Charges	\$ 3,492.20
Plumbing Expense	\$ 1,363.25
Pre-Paid Expenses	\$ 10,460.00
Rent Car R&M	\$ 474.99
Rental Car Fuel	\$ 34,352.02
Safety Supplies/Equipment	\$ 367.29
Sewer Expense	\$ 2,632.91
Tools/Equipment	\$ 257.04
TPA- EE benefits and Payroll	\$ 935.00
Travel Expense	\$ 2,664.47
Uniform Expense	\$ 1,206.24
Vehicle R&M	\$ 6,098.19
Water Expense	\$ 4,705.34
Grand Total	\$ 453,025.91

Missoula County Airport Authority
Check Register by Vendor Name
05/01/2025- 05/31/2025

Vendor Name	Total	
AILEVON PACIFIC AVIATION CONSULTING, LLC	\$ 3,250.00	
Amadeus	\$ 2,223.67	
BFS Group LLC	\$ 404.57	
Black Knight Security and Investigations	\$ 4,800.00	
BLACKFOOT COMMUNICATIONS	\$ 1,646.83	
BROWN'S SEPTIC	\$ 375.00	
CENTURYLINK	\$ 744.21	
CHS MOUNTAIN WEST CO-OP	\$ 41,005.81	
City of Missoula	\$ 7,338.25	
CULLIGAN	\$ 177.50	
CURTIS	\$ 769.90	
DAVIS, JUNIPER	\$ 1,518.71	
DFW FIRE TRAINING CENTER	\$ 5,250.00	
DSG (DAKOTA SUPPLY GROUP)	\$ 4,208.40	
EAN SERVICES, LLC	\$ 524.38	
Eastgate Rental & Party	\$ 357.00	*New Vendor- Balloons for One Millionth Passenger event
ELLESTAD, BRIAN v	\$ 192.00	
ENERGY WEST	\$ 3,155.83	
EXACT IMAGE	\$ 101.25	
FASTSIGNS	\$ 87,156.43	
FIRST CALL	\$ 712.24	
GreatAmerica Financial Services	\$ 183.00	
HILLYARD INC	\$ 6,867.98	
HydroSolutions Inc.	\$ 6,350.81	*New Vendor-Water Rights consulting services
JB Industrial Inc	\$ 1,842.60	*New Vendor- Road sealant
KIMBALL MIDWEST	\$ 368.48	
LUMACURVE	\$ 5,622.68	
MACON SUPPLY, INC.	\$ 3,434.30	
MES Service Company, LLC	\$ 124.51	
MIDLAND IMPLEMENT	\$ 87.54	
MISSOULA ELECTRIC CO-OP	\$ 1,002.95	
MISSOULA OFFICE CITY	\$ 1,073.67	
MISSOULA TEXTILE, INC	\$ 277.76	
MONTANA DEPARTMENT OF LABOR	\$ 870.00	
Montana Pest Solutions	\$ 365.00	
MORRISON MAIERLE	\$ 2,100.00	
MOTOROLA SOLUTIONS INC	\$ 10,460.00	
MOUNTAIN SUPPLY	\$ 31.40	
MULET, DOMINGO v	\$ 10.00	
MURDOCHS	\$ 612.69	
NAPA	\$ 908.90	
NORCO INDUSTRIAL	\$ 435.51	
NORTHWEST PART	\$ 4.17	
NORTHWESTERN ENERGY	\$ 42,482.97	
OFFICE SOLUTIONS & SERVICES	\$ 106,352.21	
Oshkosh AeroTech, LLC	\$ 1,471.97	
Parsons Behle & Latimer	\$ 6,007.00	*New Vendor-Water Rights professional services
PAVLIK, INC	\$ 4,819.00	
POMP'S TIRE-MISSOULA	\$ 2,120.03	
QUOTIENT GROUP	\$ 10,735.00	
REPUBLIC SERVICES	\$ 2,690.58	

Missoula County Airport Authority

Check Register by Vendor Name

05/01/2025- 05/31/2025

RISING FASTv	\$ 40,350.00
RODDA PAINT	\$ 1,595.00
SHERWIN WILLIAMS	\$ 292.05
SPECTRUM WINDOW CLEANING	\$ 1,860.00
SWARCO REFLEX, INC	\$ 5,744.89
THERMAL SUPPLY	\$ 62.34
TIRE RAMA	\$ 92.88
UKG	\$ 935.00
ULINE	\$ 1,385.91
VERIZON	\$ 1,101.16
WESTERN STATES EQUIP	\$ 1,052.61
WILLIAM PARNELL	\$ 429.38
Zootown LLC	\$ 12,500.00

Grand Total	\$ 453,025.91
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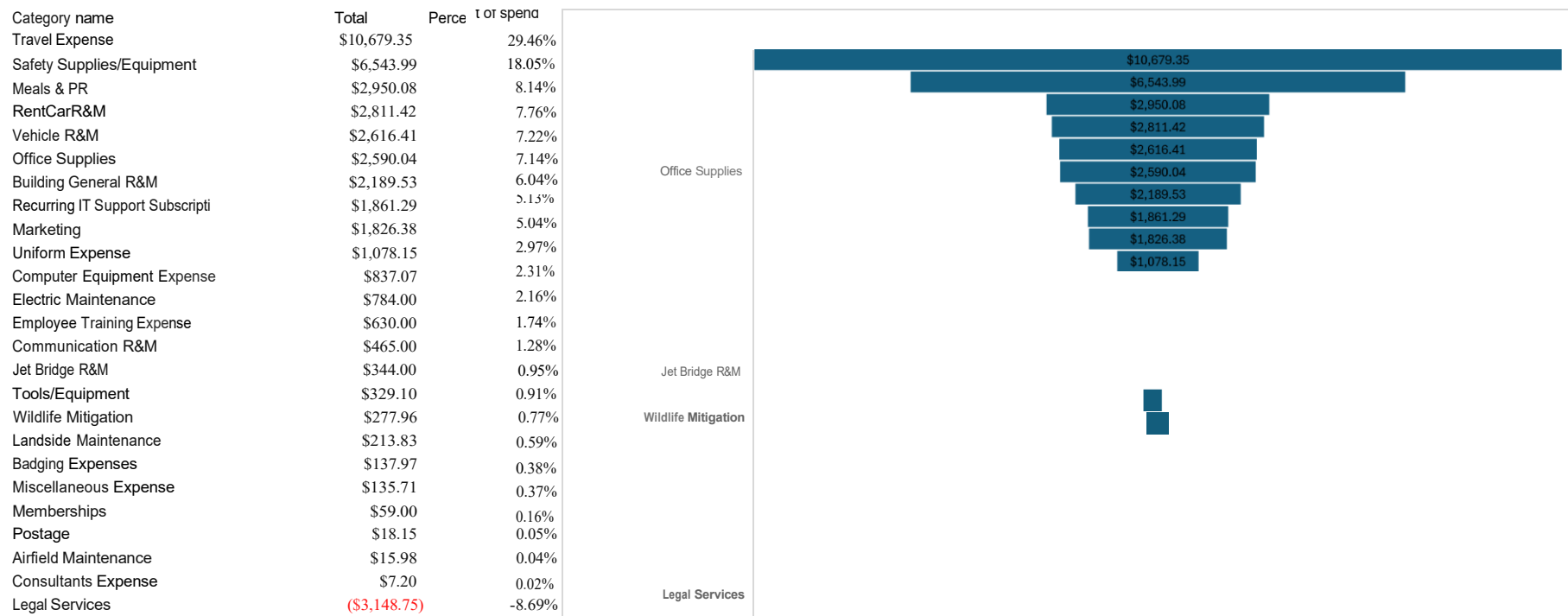
***New Vendors**

Eastgate Rental & Party

HydroSolutions Inc.

JB Industrial Inc

Parsons Behle & Latimer



***Employee Training Expense Breakdown**
 PSO RDS Instructor Course

Missoula County Airport Authority (MCAA)

Financial Report Narrative

The board packet includes the comparative balance sheet, profit and loss comparison, profit and loss budget performance, operating revenues and operating expenses as a % of gross and as compared to prior period, cash flow statement, and the long-term debt roll forward.

Balance Sheet

As of May 31, accounts receivable consisted of the following:

Trade	\$ 1,071,102
Advertising	7,915
Ground Handling	125,693
Grants	1,272,692
Advance Contract Refund	<u>50,842</u>
	<u>\$ 2,528,244</u>

A summary of construction in progress for the east concourse is as follows:

	Balance July 1, 2024	Additions	Balance May 31, 2025
Construction in progress, east concourse:			
Phase 2	31,995,745	18,024,996	50,020,741
Phase 3	<u>1,054,428</u>	<u>4,446,377</u>	<u>5,500,805</u>
Total construction in progress east concourse	<u>33,050,173</u>	<u>22,471,373</u>	<u>55,521,546</u>
	Less related debt, series 2022		<u>(29,999,780)</u>
	Net investment in capital assets		<u>\$ 25,521,766</u>

Revenue and Expenses as a % of the Annual Budget

Revenues and expenses are currently 100% and 90% of the annual operating budget, respectively.

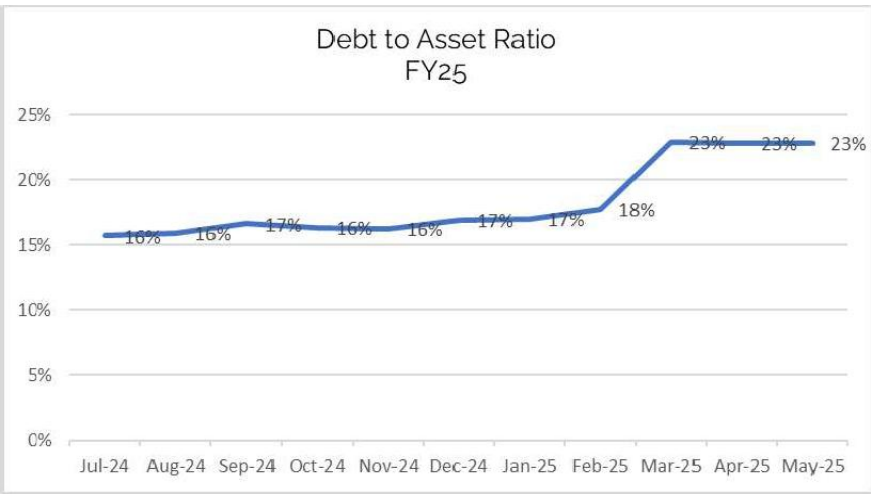
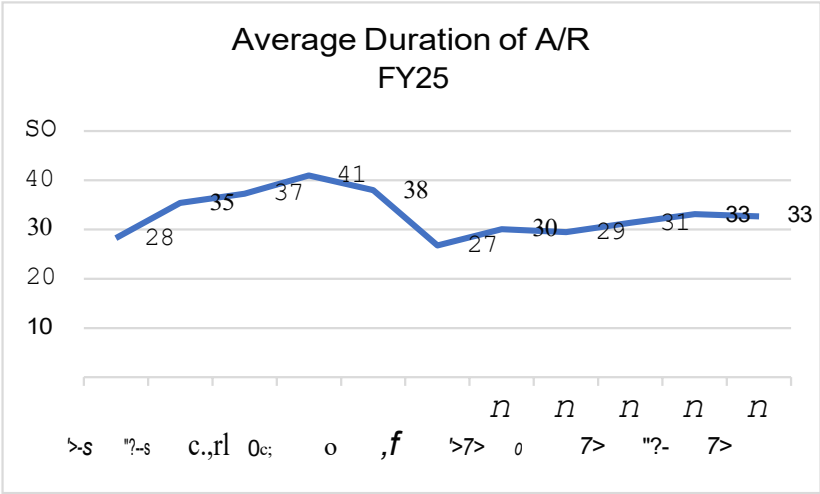
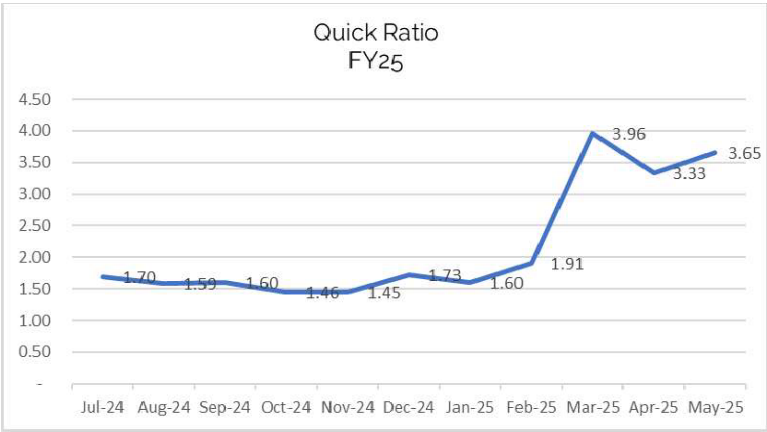
Cash Flow

MCAA had positive cash flows from noncapital financing and investing activities. Operating, and Capital and related financing activities resulted in negative cash flows.

Long-term Debt

No long-term debt activity for the month ended May 31, 2025.

Financial Ratios Fiscal Year 2025



Quick Ratio Ability to pay current obligations using liquid assets.
Average Duration of A/R Average duration of accounts receivable (AIR) or the number of days it takes to collect them.
Debt to Asset Ratio Proportion (or the percentage of) assets that are financed by interest bearing liabilities.

Missoula County Airport Authority
Balance Sheet Prev Year Comparison
As of May 31, 2025

	May 31, 25	May 31, 24
ASSETS		
Current Assets		
Checking/Savings		
10100 · Petty Cash	300.00	300.00
10500 · General Checking Acct	1,681,215.63	5,810,856.29
10511 · Project Checking Acct	1,561,622.04	5,000.00
10550 · USFS Account	160,491.95	160,347.87
10560 · Debt Service Account	331.94	331.70
10580 · CFC Account	322,023.52	321,734.35
10590 · STIP Terminal Reserve	26,245.02	25,019.00
10600 · STIP	953,010.82	908,491.30
10604 · Money Market Accounts	14,391,521.72	1,013,898.72
10700 · Payroll Checking	171,020.00	-198,413.55
1071 · Bill.com Money In Clearing	2,451.61	877.50
10710 · Flex - FIB	10,876.07	10,580.85
1072 · Bill.com Money Out Clearing	-6,046.30	-2,897.70
10750 · PFC Cash at US BANK	2,024,951.29	1,097,945.30
Total Checking/Savings	21,300,015.31	9,154,071.63
Accounts Receivable	2,528,244.25	1,739,461.46
Other Current Assets		
10900 · AvSec Fingerprinting Account	1,497.75	1,534.75
11500 · Pre-Paid Expenses	189,789.53	89,269.47
11600 · Prepaid Insurance	23,593.58	19,094.73
11700 · Concession Contract Receivable	0.00	729,998.00
11810 · ST Lease Recble GASB 87	1,590,049.01	1,541,162.16
11820 · Interest Recble GASB 87	9,696.62	16,118.13
26200 · Faber Loan	100,000.00	100,000.00
Total Other Current Assets	1,914,626.49	2,497,177.24
Total Current Assets	25,742,886.05	13,390,710.33
Fixed Assets		
13000 · Land	11,617,234.48	11,617,234.48
13100 · Land Improvements	16,368,644.98	16,368,644.98
13200 · Buildings- Terminal	69,087,568.09	69,087,568.09
13300 · Buildings- Ops & Fire	6,661,600.73	6,184,039.07
13450 · Buildings - Other	11,643,143.81	11,409,413.81
13500 · Runways/Taxiways/Apron	80,361,231.98	71,949,016.84
13600 · Lighting/ Security System	4,002,233.31	4,002,233.31
13700 · Sewage System	298,102.06	298,102.06
13900 · ATCT	6,513,529.80	6,513,529.80
14000 · Equipment	4,252,404.85	3,762,686.70
14100 · Furniture & Fixtures	1,591,801.03	1,591,801.03
14300 · Vehicles	7,802,777.12	7,713,528.78
14400 · Studies	1,925,406.96	1,925,406.96
14500 · Allowance for Depreciation	-110,413,810.56	-102,340,279.21
19400 · Construction in Progress	60,448,964.35	41,505,117.55
Total Fixed Assets	172,160,832.99	151,588,044.25
Other Assets		
11830 · LT Lease Recble GASB 87	737,143.17	2,327,192.18
19610 · Deferred Pension Outflows		
19600 · Deferred PERS Pension Outflows	822,949.15	564,283.60
19601 · OPEB Deferred Outflows	155,403.00	174,012.00
Total 19610 · Deferred Pension Outflows	978,352.15	738,295.60
19800 · LT Loan - Faber	168,571.05	708,829.29
19901 · GASB 96 Subscription Asset(s)	367,183.34	219,503.60
Total Other Assets	2,251,249.71	3,993,820.67
TOTAL ASSETS	200,154,968.75	168,972,575.25

Missoula County Airport Authority
Balance Sheet Prev Year Comparison
As of May 31, 2025

	May 31, 25	May 31, 24
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20500 · Accounts Payable	330,667.27	153,086.09
20505 · Accounts Payable- Projects	3,709,181.72	4,547,031.45
Total Accounts Payable	4,039,848.99	4,700,117.54
Credit Cards	17,472.25	13,736.03
Other Current Liabilities		
20800 · Current Portion of L/T Debt	548,541.91	535,905.68
20805 · GASB 96 Short-term Subscription	70,730.08	20,856.12
20810 · GASB 96 Accrued Interest Liab.	6,226.79	5,343.14
20900 · Fed W/h Payable	341.30	341.30
21130 · Misc Deductions Payable	-184.32	-184.32
21300 · Valic Payable	20,059.81	20,614.01
21400 · Workers' Comp Payable	3,139.24	0.00
21500 · PERS Payable	28,186.55	26,678.57
21600 · Accrued Vacation/Sick Payable	709,202.72	649,066.51
21930 · FSB Notes Interest Payable	288,623.17	153,822.30
22140 · Advertising Deferred Revenue	12,100.00	2,500.00
24000 · Payroll Liabilities	91,197.92	25,046.07
Total Other Current Liabilities	1,778,165.17	1,439,989.38
Total Current Liabilities	5,835,486.41	6,153,842.95
Long Term Liabilities		
20502 · 2022 Note	29,999,779.74	8,565,279.74
25030 · 2019 Note A	13,316,800.00	13,316,800.00
25035 · 2019 Note B	2,368,954.81	2,917,497.98
25600 · Current Portion L/T Debt 2019B	-548,541.91	-535,905.68
25700 · Deferred Concession Contract	0.00	729,998.00
25805 · A/P Retainage Long-Term	1,892,847.93	1,138,465.67
25809 · GASB 96 Long-term Subscription	157,264.14	1,096.64
26010 · Pension Liability sum	4,406,660.00	3,772,163.00
26110 · Deferred Pension Inflows	199,506.00	358,401.00
26300 · Dererred Lease Inflow GASB 87	2,125,301.62	3,616,418.14
Total Long Term Liabilities	53,918,572.33	33,880,214.49
Total Liabilities	59,754,058.74	40,034,057.44
Equity	140,400,910.01	128,938,517.81
TOTAL LIABILITIES & EQUITY	200,154,968.75	168,972,575.25

Missoula County Airport Authority
Profit & Loss Prev Year Comparison
May 2025

	May 25	May 24
Ordinary Income/Expense		
Income		
30100 · Signatory Landing Fees	41,219.41	56,488.66
30200 · Non Sig Landing Fees	14,804.27	23,075.98
30210 · Cargo Landing Fees	5,116.79	3,843.23
30300 · Non-Based Landing Fees	8,120.24	4,243.28
30400 · Signatory Rent	41,875.63	40,606.66
30420 · Non-Sig Use Fees	19,904.50	22,919.00
30430 · Signatory Use Fee	70,528.20	60,669.18
30500 · Equipment/Space/Services	550.00	0.00
30507 · Advertising Income	12,489.00	25,118.00
30509 · Ground Handling	39,740.05	85,264.50
30600 · FBO Rentals	22,291.17	21,671.95
30800 · Fuel Flowage Fees	4,334.13	5,556.32
30900 · Fuel Farm Leases	379.67	369.12
31000 · Coffee Concession	1,046.54	1,166.44
31100 · Restaurant	20,942.16	15,807.10
31110 · Liquor Concessions	14,372.88	14,151.42
31300 · Rental Car %	117,920.96	125,214.03
31400 · Rent Car Rent	15,179.80	15,179.80
31600 · Rent Car Fuel	31,627.14	31,666.71
31900 · USFS Hangar Rent	20,826.51	20,810.46
32100 · Gift Shop Faber	29,261.02	25,700.72
32200 · Travel Agency	0.00	439.31
32400 · Parking Lot	380,895.03	344,579.42
32800 · Ag Land Leases	2,247.50	2,996.67
32900 · Non-Aeronautical Ground Rent	28,904.52	31,320.93
32910 · Aeronautical Ground Rent	8,465.47	7,512.19
33000 · Vending	2,435.21	2,564.85
33800 · Off Airport Rent Cars	1,532.02	2,269.98
34000 · Utilities Reimbursement	5,112.31	2,273.03
34200 · Miscellaneous Income	598.00	700.00
34300 · Ground Transport	1,391.00	7,759.36
42700 · Drain Pumping Fee	260.00	260.00
81403 · TSA Checkpoint OTA	1,231.66	1,231.66
85000 · Petro Fund Reimbursement	0.00	488.75
85100 · Badging Fees Collected	<u>340.00</u>	<u>255.00</u>
Total Income	<u>965,942.79</u>	<u>1,004,173.71</u>
Gross Profit	965,942.79	1,004,173.71

Missoula County Airport Authority
Profit & Loss Prev Year Comparison
May 2025

	May 25	May 24
Expense		
40100 · Wages	497,866.97	468,493.01
40330 · Overtime Wages	13,636.10	19,300.64
40600 · Fringe Benefits Expense	189,072.56	173,521.66
40800 · Legal Services	-885.75	1,460.20
41200 · Insurance Expense	23,593.55	19,094.69
41300 · Accounting Expense	1,077.76	984.83
41400 · Phone Charges	3,344.42	3,392.89
41800 · Communication R&M	465.00	1,107.20
42000 · Office Supplies	21,041.50	2,987.05
42100 · Computer Equipment Expense	837.07	2,117.48
42200 · Electricity/Gas Expense	42,801.34	54,965.35
42400 · Water Expense	6,469.15	6,583.74
42500 · Sewer Expense	2,632.91	1,925.55
42600 · Disposal Expense	2,970.56	2,970.58
43000 · Petroleum Products Expense	3,051.41	8,113.00
43400 · Vehicle R&M	2,705.12	11,775.62
43800 · Tools/Equipment	3,494.30	4,108.59
44000 · Landscaping Expense	0.00	11,638.86
44100 · Custodial Services	42,210.00	40,445.00
44200 · Contracted Maintenance	8,458.97	23,283.89
44302 · Jet Bridge R&M	344.00	39.15
44400 · Electric Maintenance	784.00	612.12
44600 · Plumbing Expense	0.00	3,258.41
44800 · Mechanical/Supplies	457.26	515.49
45000 · Building General R&M	87,036.10	1,837.79
45104 · Rent Car R&M	4,827.83	4,305.54
45105 · ATCT R&M	3,783.18	0.00
45106 · USFS Hangar R&M	20,155.92	3,571.72
45107 · BHS Parts and MX	41.96	26.00
45203 · Airfield Maintenance	6,902.70	-82.00
45400 · Landside Maintenance	2,408.14	7,908.54
45600 · Airfield Lighting R&M	0.00	864.51
45800 · Snow & Ice Removal	3,349.10	0.00
46000 · Custodial Supplies	6,678.43	8,105.09
46400 · Uniform Expense	6,589.63	1,463.60
46600 · Employee Training Expense	8,844.00	3,763.35
46800 · Travel Expense	11,347.89	16,122.57
47000 · Memberships	816.69	195.00
47200 · Safety Supplies/Equipment	8,487.13	2,243.62
47303 · Wildlife Mitigation	2,764.68	0.00
47400 · Meals & PR	3,325.00	3,060.04
47501 · Marketing	9,275.96	19,950.01
47600 · Consultants Expense	12,507.20	5,724.21
47605 · Landing Fee Commission Expense	1,624.05	848.66
49200 · Petro Cleanup (MT Petro Board)	0.00	488.75
49202 · Badging Expenses	759.97	495.33
49203 · Badging / Compliance Contracts	575.00	2,000.00
49204 · Employee Screening	4,800.00	0.00
49205 · Annual IT Support Subscriptions	3,761.42	0.00
49206 · On-demand IT Support	570.00	0.00
49207 · Recurring IT Support Subscripti	2,576.53	125.00
49208 · Rental Car Fuel	38,407.35	41,281.32
49209 · ISS CCURE/accesscontrol/camera	736.32	0.00
66900 · Reconciliation Discrepancies	605.00	0.00
80600 · Miscellaneous Expense	140.97	-407.33
80611 · BANK Charges	169.49	-7.64
80625 · TPA – EE benefits and Payroll	2,886.90	0.00
80650 · Finance Charges	44.63	140.84
80810 · Bad Debt - non based	1,200.00	0.00
Total Expense	1,124,427.37	986,719.52
Net Ordinary Income	-158,484.58	17,454.19
Other Income/Expense		
Other Income		
31500 · CFCs	84,100.00	91,036.00
70200 · Interest Income-Unrestricted	32,453.02	6,851.84
70400 · Project Restricted Interest	40.97	33.18
80550 · Insurance Settlement	6,375.00	0.00
89010 · Federal Programs		
89000 · Airport Improvement Grants	1,223,190.62	522,217.37
89500 · PFC Contributions	201,799.48	177,027.49
Total 89010 · Federal Programs	1,424,990.10	699,244.86
Total Other Income	1,547,959.09	797,165.88
Other Expense		
80140 · Note 2019A Interest Expense	44,046.38	44,263.21
80145 · Note 2019 B Interest Expense	6,006.80	7,397.84
80150 · Note 2022 Interest Expense	96,484.29	26,008.72
80300 · Depreciation	683,335.62	659,027.82
Total Other Expense	829,873.09	736,697.59
Net Other Income	718,086.00	60,473.29
Net Income	559,601.42	77,927.48

Ordinary Income/Expense	May25	Budge1	Jul24-May25	YTD Budget	AnnualBudge1	YTD % of Annual Budget
Income						
30100-SignatoryLandingFees	41,219	59,370	617,343	572,234	649,346	95%
30200-NonSigLandingFees	14,804	27,524	199,679	225,062	274,281	73%
30210-CargoLandingFees	5,117	3,012	63,646	50,752	53,736	118%
30300-NonBaseLandingFees	8,120	5,218	206,921	176,544	187,849	110%
30400 - Signatory Rent	41,876	41,876	460,632	460,636	502,512	92%
30420 - Non-Sig Use Fees	19,905	29,239	272,357	310,259	363,852	75%
30430 - Signatory Use Fee	70,528	64,395	756,632	679,857	759,424	100%
30500-Equipment/Space/Services			4,150			
30507-AdvertisingIncome	12,489	22,507	213,995	203,358	225,000	95%
30509-GroundHandling	39,740	112,855	822,206	874,472	1,060,001	78%
30600-FBORentals	22,291	22,722	245,203	252,276	274,998	89%
30800-FuelFlowageFees	4,334	5,365	75,101	96,560	105,001	72%
30900-FuelFarmLeases			4,176	4,125	4,500	95%
31000-CoffeeConcession	1,047	1,159	10,799	10,161	11,250	96%
	20,942	14,628	194,836	128,279	150,002	130%
31110-LiquorConcessions	14,373	14,800	145,276	131,756	150,000	97%
31300-RentalCar%	117,921	122,784	2,142,745	1,781,945	2,100,000	102%
31400 - Rent Car Rent	15,180	13,750	166,978	151,250	165,000	101%
31600-RentCarFuel	31,627	28,585	368,161	322,298	358,030	103%
31900 - USFS Hengar Rent	20,827	21,252	229,076	233,772	255,024	90%
32100-GihShopFaber	29,261	27,037	300,533	279,396	325,001	92%
32400 - Parking lot	380,895	370,739	4,021,437	3,191,863	3,600,001	112%
32800-AglandLeases	2,248	3,083	31,465	33,913	36,996	85%
32900 - Non-AeronauticalGround Rent	28,905	29,600	335,069	325,600	355,200	94%
32910-AeronauticalGroundRent	8,465	7,673	112,040	102,326	109,999	102%
33000-Vending	2,435	1,405	30,832	13,672	15,999	193%
33800 - Off Airport Rent Cars	1,532	2,418	39,277	30,366	40,001	98%
34000 - Utilities Reimbursement	5,112	2,785	49,632	32,220	35,005	142%
34200 - Miscellaneous Income			159,036	38,119	40,001	398%
34300 - Ground Transport	1,391	8,032	135,483	149,976	175,000	77%
34500 - Glycol Disposal					15,000	0%
42700-DrainPumpingFee	260	260	2,860	2,860	3,120	92%
81403 - TSACheckpointOTA	1,232	1,250	13,548	13,750	15,000	90%
85000 - Petro Fund Reimbursement	0		7,296			
85100-BadgingFeesCollected	340	237	15,460	14,944	15,000	103%
Total Income	965,944	1,065,929	12,454,759	10,894,601	12,431,129	100%
	965,944	1,065,929	12,454,759	10,894,601	12,431,129	

	May25	Budget	Jul24-May25	YTD Budget	Annual Budget	YTD % of Annual Budget
Expense						
40100-Wages	497,867	462,639	4,033,883	3,633,762	4,129,178	98%
40330 - Overtime Wages	13,636	22,488	94,398	82,861	90,000	105%
40600-FringeBenefitsExpense	189,073	209,115	1,455,525	1,556,686	1,710,519	85%
40800-LegalServices	(886)	1,912	23,162	28,037	29,999	77%
41200-InsuranceExpense	23,594	25,030	235,705	274,954	300,000	79%
41300-AccountingExpense	1,078		85,127	82,096	83,951	101%
41400 - Phone Charges	3,344	3,508	37,845	41,991	45,499	83%
41800 - Communication R&M		1,519	21,064	21,334	21,395	98%
42000-OfficeSupplies	21,042	2,242	73,726	34,054	36,449	202%
42100-ComputerEquipmentExpense			76,269	38,904	38,952	196%
42200-Electricity/GasExpense	42,801	58,360	533,065	569,977	614,999	87%
42400-WaterExpense	6,469	7,547	62,648	64,117	72,001	87%
42500 - Sewer Expense	2,633	2,915	30,055	41,599	43,990	68%
42600-DisposalExpense	2,971	3,044	32,293	36,955	39,999	81%
42800-Disposal-Industrial			13,797	6,476	6,476	213%
43000 - Petroleum Products Expense	3,051	10,375	84,137	102,358	115,212	73%
43400 - Vehicle R&M	2,705	13,783	92,030	100,292	106,264	87%
43600-EquipmentRental			3,065	2,625	2,625	117%
43800-Tools/Equipment	3,494	5,399	45,764	64,536	79,863	57%
44000-LandscapingExpense		6,415		12,681	12,924	
44100-CustodialServices	42,210	42,656	457,956	489,105	530,000	86%
44200-ContractedMaintenance	8,459	13,564	143,988	153,439	168,317	86%
44302 - Jet Bridge R&M	344	106	3,926	17,423	17,501	22%
44400 - Electric Maintenance	784	830	9,132	11,593	12,000	76%
44600 - Plumbing Expense		7,067	10,037	11,999	11,999	84%
44800 - MechanicalSupplies	457	1,082	10,220	24,214	25,000	41%
45000 - BuildingGeneral R&M	87,036		128,135	22,363	24,999	513%
45104 - Rent Car R&M	4,828	1,069	51,219	14,069	14,998	342%
45105-ATCT R&M	3,783		6,499		5,000	130%
45106 - USFS Hanger R&M	20,156	1,328	27,848	4,411	5,001	557%
45107 - BHS PartsandMX		20	12,981	75,000	75,000	17%
45203 - Airfield Maintenance	6,903	(69)	34,349	58,188	58,885	58%
45400 - Landside Maintenance	2,408	2,861	13,601	27,629	29,000	47%
45600 - Airfield Lighting R&M			7,624	15,900	15,900	48%
45703 - Fog Abatement				3,240	3,240	24%
45800 - Snow& Ice Removal	3,349		175,439	282,079	282,079	62%
46000-CustodialSupplies	6,678	5,649	74,241	62,999	70,002	106%
46400 - Uniform Expense	6,590	1,992	58,339	56,231	59,580	98%
46600-EmployeeTrainingExpense	8,844	5,998	64,388	120,693	128,843	50%
46800-TravelExpense	11,348	18,552	98,961	138,672	146,003	68%
47000-Memberships			38,406	43,196	43,196	89%
47200-SafetySupplies/Equipment	8,487	2,703	30,667	30,743	44,172	69%
47303-WildlifeMitigation	2,765		5,310	7,337	8,004	66%
47400 - Meals & PR	3,325	3,372	31,646	35,884	38,303	83%
47501 -Marketing	9,276	29,382	191,640	283,030	300,001	64%
47600-ConsultantsExpense	12,507	20,367	32,909	94,536	123,449	27%
47605-LandingFeeCommissionExpense	1,624	972	36,621	32,892	34,998	105%
47707-DisplayExpenses			1,920	2,500	2,500	77%
47717 - VIC Expenses			0	1,375	1,500	0%
49100 - Fingerprint/STA Charges			(525)			
49200 - Petro Cleanup (MT Petro Board)			7,296			
49202 - Badging Expenses	760	433		2,752	5,196	53%
49203 - Badging/Compliance Contracts	575	2,150	54,325	23,650	25,800	211%
49204 - Employee Screening	4,800	4,167	34,832	45,837	50,004	70%
49205 - Annual IT Support Subscriptions	3,761	3,833	48,790	42,163	45,996	106%
49206 - On-demand IT Support		4,167	31,088	45,837	50,004	62%
49207 - Recurring IT Support Subscripti	2,577	3,229	29,913	35,519	38,748	77%
	38,407	29,353	386,910	315,190	350,310	110%
49209 - ISS CCURE/accesscontro/Vcamera	736	4,583	2,209	50,413	54,996	4%
49300-Parking			1,808			
66900-ReconciliationDiscrepancies	605					
80600-MiscellaneousExpense	141	(129)	3,102	568	602	515%
80611 - BANK Charges	169	(39)	(712)	2,973	2,999	-24%
80625-TPA-EEbenefitsandPayroll	2,887	2,458	29,117	27,038	29,496	99%
80650-FinanceCharges			2,133			
80810-BadDebt/nonbased	1,200		5,836			
89610 - Misc. - ATCT	0		215			
TotalExpense	1,124,427	1,054,012	9,432,827	9,512,343	10,513,916	90%
Net Ordinary Income	(158,483)	11,917	5,021,932	1,382,258	1,917,213	158%
Net Income	(158,483)	11,917	3,021,932	1,382,258	1,917,213	

MISSOULA COUNTY AIRPORT AUTHORITY STATEMENT OF CASH FLOW For the Month Ended May 31, 2025

	<u>31-May</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from customers	\$ 836,121
Cash paid to suppliers	(513,196)
Cash paid to employees and employee benefits	<u>(618,068)</u>
Net cash flows from operating activities	<u>(295,144)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments for capital assets	(2,931,990)
Federal contributions	2,580,638
Subsequent collections of capital contributions	<u>71,243</u>
Net cash flows from capital and related financing activities	<u>(280,110)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Insurance Recovery	6,375
Customer facility charges	84,100
Passenger facility charges	<u>201,799</u>
Net cash flows from noncapital financing activities	<u>292,274</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest and investment revenue	<u>32,494</u>
Net cash flows from investing activities	<u>32,494</u>
Net change in cash and investments	(250,485)
Cash and investments, beginning of May, 2025	<u>21,550,501</u>
Cash and investments, end of May, 2025	<u>\$ 21,300,015</u>

	<u>31-May</u>
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Income from operations	\$ <u>(158,485)</u>
Adjustments to reconcile loss from operations to net cash flows from operating activities:	
Change in receivables and other assets	(136,922)
Change in prepaid expenses	34,161
Change in unearned revenue, advance payment, and deferred inflows	4,876
Change in accounts payable and accrued expenses	<u>(38,775)</u>
Total adjustments	<u>(136,659)</u>
Net cash flows from operating activities	<u>\$ (295,144)</u>

MISSOULA COUNTY AIRPORT AUTHORITY **OPERATING REVENUES & OPERATING EXPENSES** **For the Period Ended May 31, 2025 and 2024**

	J.Jly-May25	J.Jly-May24	\$DIFF.	%DIFF.	J.Jly-May25 %of Gross	J.Jly-May24 %of Gross	Change
Passenger Airline Aeronautical Revenue:							
Passenger airline landing fees (signatory & non-signatory), net air incentives	\$ 817,022	\$ 733,153	\$ 83,869	11%	7%	7%	-1%
Terminal arrival fees, rents and utilities, net air incentives	1,489,622	1,330,383	159,239	12%	12%	13%	-1%
Total	2,306,644	2,063,536	243,107	12%	19%	20%	-2%
Non-Passenger Aeronautical Revenue:							
Landing Fees from Cargo	63,646	64,764	(1,117)	-2%	1%	1%	0%
Landing Fees GA, Military & USFS	206,921	143,572	63,349	44%	2%	1%	0%
FBO revenue; contract or sponsor-operated	249,379	244,678	4,701	2%	2%	2%	0%
Cargo and hangar rentals (USFS hanger & aeronautical ground rent)	341,116	329,073	12,042	4%	3%	3%	-1%
Fuel sales and fuel flowage fees	443,262	148,165	295,097	199%	4%	1%	2%
Security Reimbursements from Fed govt.	13,548	107,417	(93,869)	-87%	0%	1%	-1%
Other non-passenger operating revenue (ground handling)	822,206	660,683	161,523	24%	7%	7%	0%
Total	2,140,078	1,698,352	441,726	26%	17%	17%	0%
Non-Aeronautical Revenue:							
Land and non-terminal facility leases and revenues (aglease & non-aeronautical ground rent)	370,684	365,467	5,217	1%	3%	4%	-1%
Terminal-food and beverage	350,911	280,749	70,162	25%	3%	3%	0%
Terminal-retail stores & duty free	300,533	265,582	34,950	13%	2%	3%	0%
Terminal-services and other (advertising, vending, other)	230,781	228,628	2,154	1%	2%	2%	0%
Rental cars-excludes customer facility charges	2,349,000	2,012,695	336,305	17%	19%	20%	-1%
Parking	4,021,437	2,966,644	1,054,793	36%	32%	29%	3%
Other (flight crew parking, badging, utilities reimbursement, other)	249,208	97,632	151,576	155%	2%	1%	1%
Ground transportation	135,483	144,883	(9,400)	-6%	1%	1%	0%
Total	8,008,037	6,362,279	1,645,757	26%	64%	63%	1%
Total Operating Revenue	\$ 12,454,759	\$ 10,124,168	\$ 2,330,591	23%	100%	100%	
Operating Expenses	J.Jly-May25	J.Jly-May24			J.Jly-May25 %of Gross	J.Jly-May24 %of Gross	Change
Personnel compensation and benefits	\$ 5,575,963	\$ 4,978,887	\$ 597,076	12%	59.11%	58.07%	1%
Communications and utilities	709,703	699,200	10,503	2%	7.52%	8.16%	-1%
Supplies and materials	1,478,586	1,334,321	144,265	11%	15.67%	15.56%	0%
Contractual services	1,432,870	1,351,717	81,153	6%	15.19%	15.77%	-1%
Insurance, claims and settlements	235,705	209,753	25,952	12%	2.50%	2.45%	0%
Total Operating Expenses	\$ 9,432,827	\$ 8,573,877	\$ 858,950	10%	100%	100%	
Net Operating Income	\$ 3,021,932	\$ 1,550,291	\$ 1,471,641				

MISSOULA COUNTY AIRPORT AUTHORITY
LONG-TERM DEBT
For the Month Ended May 31, 2025

<u>FY 2025</u>	<u>Balance June 30, 2024</u>	<u>Proceeds from Borrowing</u>	<u>Payments</u>	<u>Balance May 31, 2025</u>
Note payable to First Security Bank of Missoula - series 2019A	\$ 13,316,800	\$ -	\$ -	\$ 13,316,800
Note payable to First Security Bank of Missoula - series 2019B	2,917,498	-	(548,543)	2,368,955
Note payable to First Security Bank of Missoula - series 2022	<u>10,871,280</u>	<u>19,128,500</u>	<u>-</u>	<u>29,999,780</u>
	<u>\$ 27,105,578</u>	<u>\$ 19,128,500</u>	<u>\$ (548,543)</u>	<u>\$ 45,685,535</u>

<u>Note payable activity for the month ended May 31, 2025:</u>	<u>Amount</u>
Proceeds from Borrowing	\$ -
Payments	\$ -

<u>Current estimated debt service payment; payable July 1, 2025</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
*Note payable to First Security Bank of Missoula - series 2019A	\$ -	\$ 132,139	\$ 132,139
**Note payable to First Security Bank of Missoula - series 2019B	139,815	18,020	157,835
***Note payable to First Security Bank of Missoula - series 2022	<u>-</u>	<u>289,453</u>	<u>289,453</u>
	<u>\$ 139,815</u>	<u>\$ 439,612</u>	<u>\$ 579,427</u>

**Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.98%. Interest is due and payable on the 1st day of each calendar quarter, beginning July 1, 2020. Principal is due and payable on the 1st day of each calendar quarter, beginning July 1, 2029. All unpaid principal and accrued interest is due and payable on July 1, 2044.*

***Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.04%. Interest is due and payable on the 1st day of each calendar quarter, beginning July 1, 2020. Principal is due and payable on the 1st day of each calendar quarter, beginning July 1, 2022. All unpaid principal and accrued interest is due and payable on April 1, 2029.*

****Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.87%. Interest is due and payable on the 1st day of each calendar quarter, commencing April 1, 2023, and principal is due and payable on the 1st day of each calendar quarter, commencing July 1, 2032. All unpaid principal of accrued interest is due and payable on April 1, 2047.*



**Director's Report
June 20, 2025**

Director's Statement: May ended with an increase of 3.4% more enplaned passengers as compared to May of 2024. This is our 16th month in a row with monthly increases and the 13th month in a row exceeding our previous monthly records. Across the United States May ended at 98.3% of 2024 so we continue to surpass national numbers. This is a great trend as we are basically flat in seats, so we are increasing our airline load factors which is a great talking point for our airlines.

We have one more summer seasonal flight that restarts on June 25th - Sun Country MSO-MSP, Wednesday & Saturday service.

Our 4th TSA Security Checkpoint lane is up and operational, big thank you to TSA for making that upgrade happen.

I traveled to Indianapolis about a week ago to attend our industry's big air service conference that takes place in June of each year. I had great meetings and overall I met with seven airlines. Our focus continues to work towards stretching our Chicago service to year-round. We did recently issue and received two very good responses for potential winter Missoula-Chicago service. We would like to award the RFP at this month's Board meeting but still need to negotiate a contract for the service. We do not have a public announcement yet, but we continue to get closer and should be able to provide an update in a week or two.

Board Agenda:

- Off Airport Rental Car Agreement with Dollar Car Rental
- Award of Custodial Services RFP to Rising Fast Maintenance
- Lease Agreements with Neptune Aviation Services
- Fiscal Year 2026 Insurance Renewal
- Fiscal Year 2026 Engagement Letter and Contract for Auditing Services
- Award of RFP for Small Community Air Service Grant

We will have a Facility & Operations Committee meeting following our Board meeting so that Minuteman Aviation can give an update on their hangar relocation plans.

Misc:

Parking will continue to be tight for the next several weeks. Our economy lot expansion project has started and hopefully will be completed by early August. We are also removing our temporary rental car tent and doing an infill and repaving that area the rental cars have been using for the past few years.

Great work by our staff doing our annual tabletop disaster, which was held on Wednesday May 28th, numerous mutual aid departments participated.

We successfully moved rental car offices back into the terminal and are working on transitioning vehicles into their permanent location. Sign bases are being shipped next week for installation. We also opened gates B1 and B2, as we now have seven overnight aircraft for our summer schedule. I am happy to give anyone a tour if you have not traveled here recently.

The next few items we will be opening in a couple of weeks are our first-floor pre-security bathrooms and expanded pre-security coffee shop seating area. This area should be a great area to enjoy coffee and look over baggage claims.

We hope to open our second kitchen and coffee shop around mid-July and in early to mid-August our second bar location should be available for our passengers' enjoyment.

Will Parnell and I have been involved in our NW AAE annual chapter conference planning committee that will be held in Colorado Springs this October. We meet virtually twice a month to discuss potential agenda, speakers and coordinate evening social events. Missoula will be the host city in 2026.

Congressman Zinke flew out of our airport this past Wednesday, with all positive statements from him and his staff. The Missoulian also came out here for an interview and it was a very positive article from our perspective.

You will see that we installed several kites in baggage claim. We partnered with Travelers Rest State Park in Lolo as it is part of "Visions of Lewis and Clark" kite exhibit.

<https://travelersrest.org/events/exhibits-at-travelers-rest/>

We held our annual staff thank you barbecue this past Wednesday. We have a great staff, and we ask a lot from them year-round, but in the summer our terminal is near capacity and everything they do is much appreciated!

Missoula County Airport Authority
Agenda Action Sheet
Meeting Date: June 24, 2025

1. **TITLE:** Dollar Car Rental Off Airport Lease Agreement

Review, discussion, and possible approval of Dollar Car Rental Off Airport Lease Agreement
ACTION ITEM

2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** Dollar Car Rental has been operating at Missoula Montana Airport for many years. All off-airport car rental companies operating at the airport are required to have an Off Airport Rental Car Agreement. This agreement requires Dollar to pay 10% of their gross receipts to MCAA. It allows Dollar to use the commercial lane and/or to leave cars within the paid parking lot. Dollar generally runs a shuttle to pick up their customers. They have been a great partner and are up-to-date with all their required payments and reports. The proposed agreement will terminate on June 30, 2030 which aligns with our on-airport rental car agreements.

5. **BUDGET INFORMATION:** Historically, off-airport rental car companies were charged a 6% concession fee. Effective July 1, 2025, the off-airport rental car concession fee will be adjusted to 10%.

6. **SUPPLEMENTAL AGENDA INFORMATION:** Off Airport Rental Car Agreement attached

7. **RECOMMENDED MOTION:** Move to approve the Off Airport Rental Car Agreement with Dollar Car Rental.

8. **PREPARED BY:** William Parnell, Director of Finance and Administration

9. **COMMITTEE REVIEW:** None

OFF AIRPORT RENTAL CAR AGREEMENT

This Off Airport Rental Car Operation and Facilities Use Agreement ("the Agreement") is made and entered into this _____ day of June, 2025, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("the Authority") a municipal airport authority created pursuant to Montana law, and CLARK FORK VALLEY RENTALS, INC., dba as DOLLAR CAR RENTAL, a Montana corporation ("the Operator").

RECITALS

1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("Airport").
2. The Operator owns and operates an automobile rental company and desires to operate a passenger shuttle service at the Airport for the purpose of transporting its customers between the Airport and the Operator's place of business located off the Airport.

NOW THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the parties agree as follows:

Article 1 Term

- 1.1 The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2030, unless sooner terminated as provided herein.

Article 2 Contract Fee

- 2.1 Operator shall pay to the Authority a monthly contract fee equal to ten percent (10%) of each month's gross receipts as hereinafter defined from car rentals to customers picked up at the Missoula Montana Airport ("Contract Fee").
- 2.2 "Gross Receipts" as used throughout the Agreement means all charges which are received by Operator from its Airport Customers EXCEPT any charges that are passed directly through to the customers and from which the Operator does not earn a profit or percentage.
- 2.3 "Airport Customer" as used throughout this Agreement means anyone who is transported to or from the Airport by the Operator, its driver or agent, for the purpose of conducting a transaction for a rental car as governed by this Agreement.
- 2.4 Operator agrees to conduct its business practices and to deal with its customers with fairness and integrity. In this regard, it is expected that Operator will include in its charges to customers all of its costs, expenses and profits. However, Operator agrees that if the Contract Fee is listed as a separate charge in any of the Operator's advertised rates or rental agreements, such separate charge shall be disclosed to the customer at the time of reservation and again at the time of the actual rental. Furthermore, if the Contract Fee is charged, it must be charged to all customers in a fair and consistent manner. Such fee shall be disclosed and shall not be listed as a surcharge or tax and shall not exceed 10%.

- 2.5 Operator shall pay all fees due under this Agreement to the Authority on or before the 20th of each month. All payments made under this Agreement will be sent to the Authority at the address set forth in this Agreement, or to whatever other person and/or address the Authority designates in writing.
- 2.6 Operator shall pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears to cover the extra expense involved in handling delinquent payments. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate of ten (10%) percent per annum. Operator will be in default under this Agreement until the late payment charge is paid.

Article 3

Statements, Books and Records

- 3.1 On or before the 20th day of each calendar month, Operator shall submit to Authority a statement of its gross receipts of its operations at the Airport during the preceding month in the form attached as Exhibit B. Each statement shall be signed by a responsible accounting officer of Operator. Operator shall keep full and accurate books and records showing all of its said gross receipts pertaining to operations at the Airport, and Authority shall have the right, through its representatives, and at all reasonable times to inspect such books and records. Operator hereby agrees that all such records and instruments will be made available to Authority for three years following the expiration or termination of this Agreement.
- 3.2 Operator shall keep, throughout the term of this Agreement, all books of accounts and records customarily used in this type of operation, in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three years following the expiration or termination of this Agreement. Operator shall maintain a record of each vehicle rental agreement written at the Airport, including a copy of each original agreement signed by Operator's customer. Accountability for the numerical sequence of contracts issued and unissued shall be maintained. Accounting records of Operator shall be stored sequentially, or in such other manner approved by the Authority, to provide reasonable and expeditious access for audit purposes. Failure to maintain books of accounts and records as required hereunder shall be deemed to be a material breach of this Agreement. The obligations arising under this section 4.2 shall survive the termination of this Agreement.
- 3.3 Operator shall furnish within sixty (60) days after the close of each anniversary year of this Agreement a written statement to the Authority stating that the fees paid by Operator to Authority during the preceding year pursuant to the Agreement were made in accordance with the terms of this Agreement. Such statement shall also contain a list of the gross receipts as shown on the books and records of Operator and which were used to compute the fees paid to Authority during the period covered by the statement. The statement will be in a form approved by the Authority and signed by an authorized representative of Operator.

Article 4 Audit

- 4.1 Authority reserves the right, at Authority's expense, to audit the Operator's books and records of receipts at any time for the purpose of verifying Operator's gross receipts. If, as a result of such audit, it is established that Operator has understated the gross receipts by five (5%) percent or more, the entire expense of said audit shall be borne by Operator. Any fees due as a result of an audit shall include interest at ten (10%) percent per annum from the date such fees were originally due. Additional fees due as a result of an audit shall be paid within 30 days of the completion of the audit.
- 4.2 The Authority at its own cost may conduct "curbside" inspections for the purpose of verifying contract compliance. Operator agrees to assist the Authority by supplying the name of vehicle renters returning to or departing from the Airport.

Article 5 Use of Premises

- 5.1 It is understood and made a specific condition of this Agreement that if Operator is the holder of a license, franchise, agency agreement or other form of consent from a company or corporation, it shall do business at the Airport under the trade name and style of that company or corporation.
- 5.2 Operator shall use Airport premises to provide a shuttle service at the Airport for pickup and delivery services for incoming/outgoing customers using the Airport. Operator shall greet customers and shuttle customers off airport for the renting of vehicles. Operator is strictly prohibited from leaving rental cars anywhere on airport for their customers to pick up except in the paid parking lot.
- 5.3 It is understood and agreed that this Agreement does not permit the placing of advertising or telephones on Airport premises by Operator. The placement of any advertising on Airport premises shall be subject to appropriate arrangements being made with the Airport Authority.
- 5.4 This Agreement does not authorize the solicitation of car rental business on airport premises. Operator may use an Authority approved handheld sign to assist in locating their customers. Meeting and greeting activities are restricted to the public baggage claim area.
- 5.5 Operators will be required to use the Commercial Lane for the pickup or drop-off of its customers at the Airport, provided all applicable rules and regulations are followed. Operators are prohibited from leaving rental cars in the Commercial Lane for their customers to pick up.
- 5.6 Rental contracts cannot be written on the airport. Rental contracts cannot be left in the rental vehicle for customers to find and execute. Rental vehicles may not be left in the parking lot with signs designating the operator.

Article 6
Additional Obligations of Operator

- 6.1 Operator shall require its personnel who deal with the public to be neat, clean and courteous. Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.
- 6.2 Operator shall furnish prompt and efficient rental car service adequate to meet all reasonable demands for automobile rental. Rental automobiles will be maintained in good operating order, free from known mechanical defects, and in a clean, neat and attractive condition, inside and out.
- 6.3 Operator, in conducting its business on the Airport, will observe and obey all valid laws, ordinances, and reasonable Airport Rules and Regulations now in force or hereinafter adopted governing the conduct of Operator and its employees.
- 6.4 The Authority reserves the following rights:
- a. The right to further develop or improve its property as it sees fit regardless of the desires or views of Operator and without interference or hindrance from Operator.
 - b. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Operator to use the Airport are non-exclusive.

Article 7
Indemnity and Insurance

- 7.1 It is specifically understood and agreed that Operator is engaged in an independent business enterprise using the Airport premises, and Operator is responsible for the acts and omissions of Operator's owners, officers, agents and employees. As further consideration for the use of Airport premises, Operator agrees to indemnify and hold the Authority and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which the Authority, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of Operator, its officers, agents or employees in the use of the Airport and its facilities. Operator shall give the Authority, and the Authority shall give Operator, prompt and timely notice of any claims made or service of process in any suit or action concerning any such injuries or damage of which the party giving such notice shall be aware.
- 7.2 Operator shall promptly, prior to operating under this Agreement, secure liability insurance in the single limit amount of not less than \$2,000,000.00 for bodily injury and property damage per occurrence, in a company(ies) acceptable to the Authority, in which policy the Authority shall be named as additional insured. The Operator shall annually furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days' prior written notice of such cancellation to the Authority.

- 7.3 The Operator shall further obtain and maintain, during the term of this Agreement, comprehensive automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, for bodily injury and property damage.
- 7.4 The Operator shall maintain Workers' Compensation benefits and employers' liability insurance in the amount of and form required in accordance with applicable law.
- 7.5 All such insurance policies will be in a form or forms which satisfy the requirements of the Airport's Primary Guiding Documents as the same may exist or be amended from time to time and will name the Authority as additional insured and/or loss payee, or as holding such other additional interest as may be appropriate. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Operator's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Operator's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Operator's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or neglect connected with or arising from the operations of Operator under this Agreement.

Article 8

Default

- 8.1 The following events constitute a default by Operator:
- a. If the Operator should breach or fail to perform any of the terms, covenants, or conditions of this Agreement.
 - b. If the Operator should fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Montana, the City of Missoula and the Missoula County Airport Authority.
 - c. If the Operator should default in or fail to make payments at the times and in the amounts as required under this Agreement.
- 8.2 Upon default by Operator in performance of any of the terms or conditions of this Agreement, the Authority shall provide notice in writing specifying the nature of said default and demanding that such default be cured or corrected ("Notice of Default"). If the default is not corrected within 30 days of the date of the Notice of Default, the Authority may terminate this Agreement by issuing a Notice of Termination. If the Authority issues a Notice of Termination, the Operator shall immediately cease operations at the Airport. In such event Operator agrees to pay all costs, including a reasonable attorney fee, incurred by Authority as a result of such default.
- 8.3 In the event the Operator shall file a petition in bankruptcy or be adjudged bankrupt or insolvent by a court or make any assignment for the benefit of creditors, the Authority may, at its option, immediately terminate this Agreement without regard to curative time periods.
- 8.4 The rights and remedies herein granted to the Authority shall be in addition to any other rights and remedies to which the Authority is by law entitled and not in lieu thereof.

- 8.5 In the event of a default in payment by Operator, the Authority shall have the right to require an audit of Operator's books as provided in Section 4.1, provided however, the expense of said audit shall be borne by Operator.

Article 9 Assignment

- 9.1 Operator shall not assign or transfer the whole or any part of this Agreement, or rights and privileges granted herein, without first having obtained the written consent of the Authority.

Article 10 Successors and Assigns

- 10.1 All the covenants, stipulations and agreements herein shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

Article 11 Non-discrimination and Other Federal Requirements

- 11.1 Operator agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 11.2 The Operator shall comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation, and as these regulations may be amended.
- 11.3 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- 11.4 Each year, no later than ninety (90) days following September 30th, Operator shall provide MCAA with the following information:
- The name and address of each certified ACDBE with which it has done business during the past year;

- A description of the nature of the services performed by and/or items purchased from each firm named;
- The dollar value of each transaction;
- Total dollar value for goods and services in categories identified by MCAA.

If Operator fails to achieve MCAA's then current ACDBE goal, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

- 11.5 Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event of such noncompliance, the Authority shall have the right to terminate this lease and the estate created without liability therefor or at the election of the Authority or the United States either of both shall have the right to judicially enforce said provisions.

Article 12 Notice

- 12.1 All default or termination notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate:

The Authority:
Airport Director
Missoula Montana Airport
5225 Highway 10 West
Missoula, MT 59808

Operator:
Dollar Car Rental
Attn: Eric Grusch
1905 West Broadway
Missoula, MT 59808

Article 13 Miscellaneous

- 13.1 In the event any covenant, term, condition or provisions set forth herein is held invalid by any court of competent jurisdiction, the invalidity of such covenant, term or provision shall in no way effect the remainder of this Agreement. It is further understood and agreed that the paragraph headings set forth herein are for convenience only and shall in no way effect the interpretation or construction of this Agreement.
- 13.2 The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
- 13.3 In performance of its duties under this Agreement, Authority and Operator both are and shall remain, independent entities. No provision of this agreement shall be construed to make either party, its officers, agents, contract consultants, or employee individually or collectively, employees of, or partners or joint venturers with the other. Further, each party is responsible for the acts and omissions connected with the work and persons directly or indirectly employed including their subconsultants and their employees. Operator shall be

responsible for all employer contributions for Worker's Compensation and other insurance programs and withholdings required by state and federal law.

- 13.4 This Agreement represents the entire agreement of the parties and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 13.5 In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
- 13.6 The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
- 13.7 This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties.
- 13.8 The parties represent and warrant that each has taken all official, company or corporate action necessary to authorize the execution and performance of this Agreement.
- 13.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Missoula County Airport Authority

Dollar Car Rental

Brian Ellestad, A.A.E.
Airport Director

Eric Grutsch
Treasurer

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 24th, 2025

1. **TITLE:** Award and Approval of Custodial Services RFP/Contract

Review, discussion, and possible award of Custodial Services RFP and approval of contract

ACTION ITEM.

2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** The current agreement for Custodial Services at the Missoula Airport expires on June 30th, 2025. The current vendor, Rising Fast Maintenance, has been under contract with the airport since 2011 through multiple RFP/procurement cycles. The most recent contract amendment was in 2023 to extend an additional two years until completion of terminal construction. On April 16, 2025, staff published an RFP for custodial services to include the newly completed B-Concourse areas and servicing revisions. Respondents were required to attend a mandatory pre-submission meeting to walk through the facilities subject to the RFP. In total, eight firms were in attendance for the pre-submission meeting and the airport ultimately received proposals from all eight entities. Historically, custodial RFP responses received only two respondents. Due to the volume of submissions, non-successful RFP submissions are available upon request to jdavis@flymissoula.com.

A committee of staff members reviewed and scored the proposals and narrowed the respondent pool down to four finalists. The selection committee then interviewed the four remaining respondents and scored each response. At the end of the review, the committee is recommending the award to Rising Fast as the proposal most beneficial to the airport. Rising Fast proposed a flat pricing structure over the term (3 year+2-year optional extension), competitive pay (reduced turnover) and an added focus on customer service. The annual cost proposed is \$515,400/year, an increase of 13% from the current contract. The increase is primarily due to the increase in building size from 153,000 sq. ft. to 248,000 sq. ft.

5. **BUDGET INFORMATION:** N/A

6. **SUPPLEMENTAL AGENDA INFORMATION:**

- 2025 Custodial Services RFP
- Rising Fast Maintenance RFP Submission (sensitive financial information redacted)
- 2025 Custodial Services Contract
- Other RFP submissions are available upon request to jdavis@flymissoula.com

7. **RECOMMENDED MOTION:** Move to award the Custodial Services RFP to Rising Fast Maintenance and approve the custodial services contract to Rising Fast Maintenance in the amount of \$515,400/year for a 3-year term with optional 2-year extension.
8. **PREPARED BY:** Tim Damrow, Deputy Director



CUSTODIAL SERVICES

April 16, 2025



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

I. Invitation to Submit

The Missoula County Airport Authority (“MCAA”) invites the submission of proposals from firms to provide custodial services (cleaning) services at the Missoula Montana Airport (“Airport”) for the terminal building and various other locations at the Airport. Request for Proposals (RFP) and contract documents are available from the Point of Contact Juniper Davis by calling (406) 532-8640 during normal working hours or by email request at jdavis@flymissoula.com. Other than with written consent from the Point of Contact, all Proposers, including any persons affiliated with or in any way related to a Proposer, are strictly prohibited from contacting any MCAA Commissioners or personnel on any matter having to do in any aspect with this RFP after RFP the issue date. Any other contact with such persons associated with MCAA shall be made only through and in coordination with the Point of Contact and must be made in writing. Prohibitive or inappropriate contacts made by Proposer may result in the disqualification of the Proposer. This requirement will be strictly enforced.

Submissions must be received by the designated point of contact no later than the due date/time listed in the schedule. Late submissions will not be accepted.

Firms must present evidence that they are fully qualified and have the necessary facilities, experience, and resources to fulfill the conditions of the agreement which will ensure a high standard of service is afforded to MCAA. MCAA reserves the right to reject any applicant which, in MCAA’s opinion, does not have adequate qualifications. MCAA reserves the right to terminate selection proceedings at any time.

Schedule

Date	Time	Event
April 16, 2025	2:00 pm MDT	RFP Issued
May 7, 2025	10:30 am MDT	Mandatory Pre-Submission Meeting
May 9, 2025	10:00 am MDT	Deadline to Submit Written Questions
May 13, 2025	4:00 pm MDT	MCAA Deadline for Response to Written Questions
May 16, 2025	4:00 pm MDT	Submissions Due to MCAA Point of Contact

II. Information for Respondents

Missoula Montana Airport is the Gateway to Western Montana. Currently, seven airlines serve Missoula Montana Airport: Alaska, Allegiant, American, Delta, Frontier, Sun Country, and United. Airlines at MSO collectively provide nonstop flights to: Chicago, Dallas/Fort Worth, Denver, Las Vegas, Los Angeles, Minneapolis/St. Paul, Oakland, Orange County, Phoenix, Phoenix/Mesa, Portland, Salt Lake City, San Diego, San Francisco, and Seattle (some routes are seasonal). MSO serves more than 1,000,000 passengers annually. Missoula Montana Airport is financially self-supporting; no local tax revenues are used for the administration, promotion, operation, or maintenance of the Airport. The airport is in the final stages of a multi phased terminal expansion project that is scheduled to be completed in the Fall of 2025. The final terminal building will span approximately 248,000 sq/ft over 4 levels. The facility is comprised of a mix of public, private and tenant leased areas that will require different levels of cleaning services. In addition to the terminal building, the airport



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

operates several additional stand-alone facilities including an air traffic control tower and Fire Station/Snow Equipment Building. Please refer to Exhibit A for a complete list of services and locations required.

III. RFP Scope Of Services

MCAA is seeking proposals from qualified firms to provide custodial services 24 hours a day, seven days a week, 365 days a year, for a three-year term (with an optional two-year extension). Custodial services will span several facilities located across MCAA property. The Airport experiences daily and seasonal fluctuations in public traffic and use, therefore custodial staffing must reflect these fluctuations. Information about these seasonal fluctuations and custodial demands will be provided at the Optional Pre-Submission Meeting.

During the term of the contract, a representative from the selected Contractor's team will be required to meet with MCAA's Building Maintenance Supervisor at least once a month to confirm expectations and coordinate on supply orders. Contractor's employees will be required to complete and pass a ten-year background check and fingerprinting. Contractor is responsible for the cost of the background check, which is currently \$45.00 per employee.

MCAA will provide a floor scrubber and cleaning supplies in coordination with the Contractor. The successful proposer will provide all other equipment and must maintain and keep equipment in proper working order.

See Exhibit A for a complete list of services and locations required.

IV. Civil Rights

MCAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, Respondent will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

The successful Respondent shall not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the performance of any contract entered into as a result of this RFP. The successful Respondent shall carry out applicable requirements of the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, in the award and administration of any contract entered into as a result of this RFP.

If the Respondent is a certified Disadvantaged Business Enterprise ("DBE"), please provide evidence of certification with your submission. For information about DBE certification, please contact the Montana Department of Transportation or review the information at: [Disadvantaged Business Enterprise | Montana Department of Transportation \(MDT\) \(mt.gov\)](https://www.mt.gov/Departments/Transportation/DBE).

MCAA encourages all firms to subcontract portions of the work to DBE firms and to include DBE firms on their teams, even when they might otherwise perform the work with their own forces.



V. Format for Submissions

Please format your response to this RFP in the following order to facilitate comparisons between respondents:

1. General Contractor Information

Please include the following information in your transmittal/cover letter:

- a. History of the Firm and its experience.
- b. Names and resumes of the principals in the firm.
- c. Total number of active or current clients (do not include former clients).

2. Services and Products Used

- a. If your firm has preferred or recommended equipment/products used to address the expected scope of service items, please identify:
 - i. The number and type of equipment to be used;
 - ii. The name of the products used.
- b. Staffing model, including number of staff on duty for each shift per season. Double coverage is required during peak summer hours.
- c. Sustainability practices and/or cost saving ideas, if any.

3. Firm's Experience and Staffing

- a. Provide an overview of your firm's experience as it relates to the Scope of Work, specifically note experience in public facilities and/or comparable contracts which your firm has performed.
- b. Identify by name and title of the key personnel who, if your company is selected, will be responsible for providing the oversight and management of the custodial services.
- c. Identify the primary point of contact who will be responsible for resolution of service and staffing issues.

4. Proposal Forms

- a. Complete the MCAA Request for Proposal: Response Form attached as Exhibit B.
- b. Complete the MCAA Request for Proposal: Proposed Cost of Services Form attached as Exhibit C.

5. Insurance

- a. Provide evidence of insurance.
- b. Acceptable evidence includes letters from the Respondent's insurance company (Best A Rating) dated no earlier than two weeks before submittal deadline date and signed by an officer of the insurer and security provider.
- c. Insurance requirements:
 - i. Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate
 - ii. Workers' Compensation – Statutory limits
 - iii. Automobile Liability – Statutory limits
- d. Provide evidence that Respondent has not had its insurance coverage (on current or past operations) cancelled during the last 10 years – and if it has –provide an explanation as to why and provide the name/address and name of insurer's contact person (including phone number for the contact person).

6. Pricing



- a. Prices are to include personnel, labor, equipment, material, tools, supplies, supervision, management and services (except as expressly set forth as MCAA furnished) and otherwise do all things necessary to or incident to, perform and provide the work described in Section III Scope of Services and Exhibit A.

7. Submittal Format

- a. Each submitter should send their submission documents electronically by email to the point of contact indicated in the section [Instructions to Respondents](#).
- b. Documents should be submitted in .PDF or .docx format unless otherwise necessary for presentation of the file.

VI. Evaluation of Submissions

This RFP will be awarded to the responsible firm who, in MCAA's sole judgment, is deemed most qualified. The selection shall be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the services required and shall satisfy requirements for open and free competition. MCAA shall appoint a selection committee to evaluate potential firms and shall ensure that the members of the selection committee are kept free of pressures, both internal and external, and that they have no conflicts of interest, real or apparent. The selection committee may conduct interviews and inquiries as desired and shall make a recommendation to the MCAA Board of Commissioners. The MCAA Board of Commissioners must approve the final selection.

Each submission received will be evaluated based on the information required as set forth in Section V above, pursuant to the following selection criteria and rating system:

Scoring Rubric	
<u>Scoring Criteria</u>	<u>Rating Points</u>
Overall proposal quality and completeness of information provided	10
Contractor's experience and references	20
Services as outlined in response to Section III and Exhibit A	20
Respondent's past history, if any, with MCAA	10
Cost of services	40
Total Points	100

VII. Instructions to Respondents

For this RFP the Point of Contact is Juniper Davis who is reachable by calling (406) 532-8640 during normal working hours or by email at jdavis@flymissoula.com.

The deadline for submissions is indicated in the schedule below. Submissions must be received by the Point of Contact no later than the due date/time in the schedule. Each submission must be in the form set forth in the RFP, including all required Attachments. Late submissions will not be accepted.



Proposers should email their proposal by the deadline. The sent time on the email must be at or before the submission due date and time. The provided forms must be utilized. It is also highly encouraged for Respondents to be practical and economical in presenting the information requested and proposals should not exceed **ten (10)** pages.

Schedule

Date	Time	Event
April 16, 2025	2:00 pm MDT	RFP Issued
May 7, 2025	10:30 am MDT	Mandatory Pre-Submission Meeting
May 9, 2025	10:00 am MDT	Deadline to Submit Written Questions
May 13, 2025	4:00 pm MDT	MCAA Deadline for Response to Written Questions
May 16, 2025	4:00 pm MDT	Submissions Due to MCAA Point of Contact

Mandatory Pre-Submission Meeting

To participate in the Mandatory Pre-Submission Meeting, Respondents should arrive in-person to the MCAA Administrative Offices on the third floor of the Airport no later than 10:30 am on May 7, 2025. The meeting will begin in the Johnson Bell Conference Room and will include a facilities walk-through.

VIII. Miscellaneous Provisions

It is the intent of this RFP to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated based upon qualifications and experience for the proposed projects, using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

MCAA reserves the right to reject any and all proposals received and if all proposals are rejected, to re-advertise under the same or new specifications, or to make such award as in the judgment of MCAA best meets its requirements. MCAA reserves the right to waive any formalities, irregularities and/or technicalities which are not of a substantial nature and to accept the proposal which is in the best interest of MCAA. MCAA reserves the right to determine what constitutes any and all formalities, irregularities, or technicalities. MCAA shall not be obligated to respond to any Proposal submitted or legally bound in any manner whatsoever by the submission of a Proposal.

Any Proposal submitted as provided herein shall be subject to negotiation at the option of the Authority. Submission of a Proposal shall obligate the Respondent to enter into an Agreement with the Authority in accordance with the content of the submission. It is specifically understood that the Authority can accept any Proposal in its entirety without negotiation and the Respondent shall be obligated to enter into an Agreement with the Authority reflecting that Proposal. The Authority reserves the right to request any Respondent to clarify its submission or to supply additional information necessary to assist the Authority in its selection.

Before a contract will be awarded, MCAA may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Respondent(s) to perform the size and type of



work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize MCAA to conduct reference investigations as needed.

Any and all agreements arising out of this RFP and negotiations that follow shall not be binding or valid against the Authority, its officers, employees, or agents unless approved by the Authority Board of Commissioners and executed by the Authority and the Successful Respondent in accordance with applicable laws.

The submission of a Proposal shall be considered evidence that the Respondent has investigated all the conditions as described in the RFP Documents and the Respondent is aware of the circumstances and conditions involved. The attention of the Respondent is specifically directed to, and the Respondent will be conclusively presumed to have read and become familiar with all the RFP Documents, which will be available from the Authority Administration Office. No claim for adjustment of the provisions of the Agreement shall be honored after submission on the ground that Respondents were not fully informed as to the conditions which exist.

The Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of MCAA and will not be returned.

No verbal interpretation made to any Respondent as to the meaning or consequence of any portion of the RFP Documents shall be considered binding. Every request for clarification of the RFP Documents shall be made in writing by email to the Point of Contact Juniper Davis at jdavis@flymissoula.com. All such requests must be received on or before the date/time identified above as the "Deadline to Submit Written Questions". Any response by the Authority to a request by a Respondent for clarification will be made in the form of an addendum to the RFP Documents and will be sent to all parties to whom the RFP Documents have been issued not later than the date identified above as the "MCAA Deadline for Response to Written Questions". All Addenda so issued shall become part of the RFP Documents. The Authority will not be responsible for any oral instructions, interpretations, or explanations.

Disqualification and Rejection of Proposal:

Any of the following causes may be considered as sufficient for the disqualification of a Respondent and the rejection of the Proposal:

- Submission of more than one Proposal hereunder by an individual, firm, or corporation under the same or different names.
- Evidence of collusion among Respondents.
- A Respondent's default or arrearage under any previous existing agreement with the Authority.
- Existence of any unresolved claims between the Respondent and the Authority.
- The Authority reserves the right to reject any and all Proposals for any reason or for no reason.

Withdrawal of Proposal

No Proposal may be withdrawn after it has been submitted to the Authority unless the Respondent so requests in writing and such request is received by the Authority prior to the Authority's time set for receiving Proposals. No Proposal may be withdrawn after the scheduled due date for a period of ninety (90) days.



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

197 Respondent to whom a contract is awarded shall within fifteen (15) days of the date of the receipt of the final
198 Agreement negotiated between the Respondent and the Authority deliver said Agreement fully executed. The
199 Agreement shall substantially be in the form attached as Exhibit "C." All such documents must be executed and
200 delivered by the Respondent and approved by the Authority before the Agreement will be executed and
201 returned to the Respondent by the Authority. The Authority reserves the right to cancel the award without
202 liability, at any time before the Agreement has been fully executed by both parties.

203 The Authority reserves the right to reject any or all proposals if it determines that the proposals are not
204 responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the Authority.

MISSOULA COUNTY AIRPORT AUTHORITY• CUSTODIAL SERVICES• SCOPE OF SERVICE• EXHIBIT A- 2025

	Every 2 Hours	Once Per Shift	2 Times Per Shift	Daily	Weekly	Monthly	Every 6 Months	Yearly
Basement								
•Corridors •Stairwells					•Use floor machine to clean concrete flooring •Sweep and or vacuum stairwells and stair treads •Remove trash and recycling and take to dumpster or recycling containers			
•Maint. Office •Breakroom					•Emptyalltrashcans(wash if any liquid spills), replace liners as needed •Wipe down table & kitchen counter •Vacuum all carpeted areas •Mop all tiled areas •Clean & sanitize restroom (sink, toilet, shower) •Refill alldispensers (i.e., toilet paper, paper towels, hand soap) •All trash to be taken to dumpster			
•TSAOffices& Breakroom				•Empty all waste baskets (wash if any liquid spills) & replace liners as needed •Spot clean all glass •Clean classroom tables (when classes are in session) •Wipe down table & kitchen counter •Vacuum all carpeted areas •Mop all tiled areas •Clean & sanitize restroom (sink, toilet, shower) •Refillall dispensers (i.e. toilet paper, paper towels, hand soap) •All trash to be taken to dumpster or recycling containers				

MISSOULA COUNTY AIRPORT AUTHORITY• CUSTODIAL SERVICES• SCOPE OF SERVICE• EXHIBIT A- 2025

	Every 2 Hours	Once Per Shift	2 Times Per Shift	Daily	Weekly	Monthly	Every 6 Months	Yearly
1st Floor								
•Restrooms (incl. ATO)	<ul style="list-style-type: none"> •Clean and sanitize sinks & counter tops •Clean mirrors & fixtures •Clean and sanitize baby changing stations •Scrub and sanitize toilets & urinals (inside and outside) •Refill all dispensers (i.e., toilet paper, paper towels, hand soap, sanitary bags) as needed •Empty all waste baskets (wash if any liquid spills), replace liners as needed. •Restrooms will be mopped every 2 hrs. •Water fountain cleaned & polished •All b-ash to be taken to dumpsters •Keep all janitorial closets stocked, organized & tidy 			<ul style="list-style-type: none"> •Night shift must replace liners after the last flight and when hold room is empty. 				
•Ticketing •Baggage Claim •Rental Car	<ul style="list-style-type: none"> •Empty all trash/recycling containers every 2 hrs. (wash if any liquid spills), replace liners as needed, 	<ul style="list-style-type: none"> •Vacuum carpet •Clean tile/concrete areas once per shift or as needed for weather •Empty exterior trash/recycling containers as needed •All trash to be taken to dumpster or recycling containers •Straighten all chairs •Spot clean interior glass. •Spot wipe all chairs from any spills/debris •Spot clean all entrance doors in/out •Sweep 6-10 ft in front of each outside entrance way once each shift 	<ul style="list-style-type: none"> •Remove all debris left in waiting area after every incoming flight •Vacuum all entrance areas 2 times per shift (more if needed depending on weather) 	<ul style="list-style-type: none"> •Vacuum or sweep staircase and treads going up to second floor located by the escalators, •Empty parking lot trash •Night shift must replace liners after the last flight has arrived and area is empty. 				
•Stairwells					•Sweep and or vacuum all stairwell's up to top floor once per day			
•Ticket Counters •ATO Hallway & Offices •Bag Screening •Rental Car Counters & Offices				<ul style="list-style-type: none"> •Empty all trash cans (wash if any liquid spills), replace liners as needed •Gather all recycling and take to recycling containers •Clean and mop all concrete/tiled floor area •Vacuum all carpeted area 				

MISSOULA COUNTY AIRPORT AUTHORITY• CUSTODIAL SERVICES• SCOPE OF SERVICE• EXHIBIT A- 2025

	Every 2 Hours	Once Per Shift	2 Times Per Shift	Daily	Weekly	Monthly	Every 6 Months	Yearly
2nd Floor								
•Greeting Area • TSA Checkpoint	<ul style="list-style-type: none"> •Empty all trash/recycling containers every 2 hrs. (wash if any liquid spills), replace liners as needed. •Check liquid disposal receptacle and empty as needed. 	<ul style="list-style-type: none"> •Straighten all chairs •Spot clean interior glass including glass railing •Spot wipe all chairs from any spills/debris •Spot clean security exit corridor including cleaning of glass •All trash/recycling to be taken to dumpster or recycling containers •Vacuum carpet once per shift •Clean tile/concrete floor once per 	<ul style="list-style-type: none"> •Remove all debris left in waiting area after every incoming flight. Not responsible for food vendors leased space. 	<ul style="list-style-type: none"> •Nightshift must replace liners after the last flight and when hold room is empty. 	<ul style="list-style-type: none"> •Thoroughly clean exit lanes (glass, sensor lenses, floor, dust bunnies under doors) 			
•Restrooms	<ul style="list-style-type: none"> •Clean and sanitize sinks & counter tops •Clean mirrors & fixtures •Clean and sanitize baby changing stations •Scrub and sanitize toilets & urinals (inside and outside) •Empty all waste baskets (wash if any liquid spills), replace liners as needed. •Refill all dispensers (i.e., toilet paper, paper towels, hand soap, sanitary bags, dog poop bags) as needed •Restrooms will be mopped every 2 hrs. •Water fountain cleaned & polished •All trash to be taken to dumpsters •Keep all janitorial closets stocked, organized & tidy 	<ul style="list-style-type: none"> •Clean and sanitize floor in dog relief area at least once per shift or as needed. 		<ul style="list-style-type: none"> •Nightshift must replace liners after the last flight and when hold room is empty. 				
•Departure gates •Observation Deck	<ul style="list-style-type: none"> •Straighten all chairs after every departure flight •Remove all debris left in waiting area after every departure flight. Not responsible to clean vendor leased space. •Empty all trash/recycling containers after every departure flight (wash if any liquid spills), replace liners as needed. •Spot wipe all chairs from any spills/debris •All trash/recycling to be taken to dumpster or recycling container 	<ul style="list-style-type: none"> •Clean concrete/tiled area once per shift 	<ul style="list-style-type: none"> •Spot clean all interior glass 2 times per shift •Vacuum carpet 2 times per shift 	<ul style="list-style-type: none"> •Spot clean carpet daily •Nightshift must replace liners after the last flight and when hold room is empty. 				
• TSA Breakroom & Offices • PSO Office				<ul style="list-style-type: none"> •Wipe down table & kitchen counters •Vacuum all carpeted areas •Mop all concrete/tiled areas •Empty all trash cans (wash if any liquid spills), replace liners as needed •Clean & sanitize restroom (sink, toilet) •Refill all dispensers (i.e., toilet paper, paper towels, hand soap)-office area •Spot clean all glass 				

MISSOULA COUNTY AIRPORT AUTHORITY• CUSTODIAL SERVICES• SCOPE OF SERVICE• EXHIBIT A- 2025

Every 2 Hours		Once Per Shift	2 Times Per Shift	Daily	Weekly	Monthly	Every 6 Months	Yearly
3rd Floor								
- Admin & Conference Rooms				BUSINESS DAYS ONLY •Empty all trash/recycling containers (wash if any liquid spills), replace liners as needed •Spot clean all glass (glass doors, reception desk, conference rooms) •Vacuum or sweep stair treads once per day. •Wipe down table & kitchen counter •Vacuum all carpeted areas •Mop all tiled/concrete areas •Clean & sanitize restrooms and mud room (sinks, toilets, shower, mirrors) •Refill all dispensers (i.e., toilet paper, paper towels, hand soap) •All trash/recycling to be taken to dumpster or recycling container				
-Observation Lounge		•Vacuum carpet once per shift •Straighten all chairs •Remove all debris left in waiting area. •Spot clean interior glass including railing by stairs •Spot wipe all chairs from any spills/debris •All trash/recycling to be taken to dumpster or recycling containers •Empty all trash/recycling containers (wash if any liquid spills), replace		•Sweep and mop staircase from 2nd floor and wipe down/sanitize handrail				
Additional Services for Terminal								
-Various Locations				•Vacuum (?) jet bridge tunnels •Empty exterior cigarette receptacles •Clean floor inbound and outbound bag-make-up rooms using provided equipment •Clean floors and stainless steel in elevators	•All restroom walls and floors scrubbed & completely disinfected •Mop all stairwell treads •Wipe down all waiting area chairs including legs •Oust TV's, flight schedule screens	•Shampoo carpet in all conference rooms •Shampoo all jet bridge carpets •Shampoo all departure gates •Shampoo carpet in main lobby & all waiting areas	•Shampoo carpet TSA Office spaces, TSA break room and training room, Administration office •Deep clean and sanitize Administration restrooms •Deep clean and sanitize TSA break room and TSA restrooms	

MISSOULA COUNTY AIRPORT AUTHORITY• CUSTODIAL SERVICES• SCOPE OF SERVICE• EXHIBIT A- 2025

	Every 2 Hours	Once Per Shift	2 Times Per Shift	Daily	Weekly	Monthly	Every 6 Months	Yearly
Support Buildings								
•ATCT				<ul style="list-style-type: none"> •Empty all trash cans (wash if any liquid spills), replace liners as needed •Clean & sanitize two (2) restrooms •Refill all dispensers (i.e. soap, toilet paper, paper towels) •Vacuum all carpeted areas •Mop all tiled areas •Wipe down table/countertop in break room •Keep supply closet stocked, organized & tidy •All trash to be taken to dumpster 		<ul style="list-style-type: none"> •Apply stainless steel cleaner to elevator monthly •Oleek stairwells monthly and sweep/vacuum as needed 		
•ARFF/SRf/Ops					<ul style="list-style-type: none"> •Clean & sanitize six (6) separate restrooms (sinks, toilets, urinals, all showers) •Empty all trash cans (wash if any liquid spills), replace liners as needed •Refill all dispensers (i.e. toilet paper, paper towels, hand soap, sanitary bags) •Wipe down table & kitchen counters •Spot clean all glass doors •Mop all tiled floor areas including stairs •Vacuum all carpeted areas including entrance rugs •All janitorial closets to be kept stocked, orderly & tidy •All trash to be taken to dumpster 	<ul style="list-style-type: none"> •Wash interior/exterior windows once per month, weather permitting (Breakroom, Supervisor's Office, Kitchen) 		



MCAA Request for Proposal

Response Form

Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

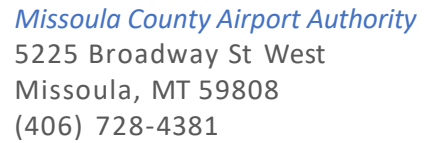
- A. Contact Name _____
- B. Contact Role in the Business _____
- C. Contact Phone Number _____
- D. Contact Fax _____
- E. Contact E-Mail Address _____

II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

- A. Business Name _____
- B. Doing Business As _____
- C. Business Type _____
- D. Business Mailing Address _____

Address Line 1:	
Address Line 2:	
City:	
State/Province:	
ZIP Code:	
Country:	



III. Business History

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



1. List three (3) credit references, including at least one banking reference.

2. Please circle Yes or No to indicate whether the Business and any joint venture or affiliate entities have ever been involved in one of the following actions:

3. If you have answered Yes to any of the above, please briefly describe below the circumstances and status of each occurrence.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be a standard notebook or composition paper.



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- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

- ## V. Conditions of Proposal Submission

VI. Acknowledgment of the Proposal Required

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Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

1. Carefully examined the RFP document.
2. Become familiar with all terms and conditions specified in the RFP document.
3. Completed answers to all forms and responded fully to the RFP document requests for information.

represents and warrants to the Authority as follows:

1. The undersigned person(s) are authorized representatives of the Business.
2. All information submitted by the Business in the proposal package is complete, accurate, and truthful.

(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)

Signatures

Signatory 1

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Signatory 2

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Signatory 3

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Attested By Secretary

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

**MCAA REQUEST FOR PROPOSAL
CUSTODIAL SERVICES
Proposed Cost of Services**

Costs for Areas that need to be identified separately

Terminal:

Year 1 thru 3 Cost per month _____ Total per year _____

Year 4 thru 5 Cost per month _____ Total per year _____

Air Traffic Control Tower:

Year 1 thru 3 Cost per month _____ Total per year _____

Year 4 thru 5 Cost per month _____ Total per year _____

ARFF/SRE/OPS Building:

Year 1 thru 3 Cost per month _____ Total per year _____

Year 4 thru 5 Cost per month _____ Total per year _____

Total cost of all services:

Year 1 thru 3 Cost per month _____ Total per year _____

Year 4 thru 5 Cost per month _____ Total per year _____

Date: _____

Signature: _____

CUSTODIAL SERVICES AGREEMENT

THIS **CUSTODIAL SERVICES AGREEMENT** is made and entered into this ____ day of _____, 2025, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA") and _____ ("Contractor"), a Montana **limited liability company**.

Recitals

1. The Missoula County Airport Authority owns and operates the Missoula International Airport in Missoula County, Montana ("the Airport");
2. MCAA is interested in obtaining qualified custodial services;
3. MCAA issued a Request for Proposals for custodial services **on _____**;
4. Contractor's proposal was responsive and MCAA has determined that Contractor is qualified;
5. After reviewing all submissions, MCAA has determined that Contractor's proposal is the most advantageous to the Airport;

NOW, THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by both parties, the parties agree as follows:

1. Scope of Services. Contractor shall provide all personnel, labor, equipment, material, tools, supplies, supervision, management and services and otherwise do all things necessary to or incident to, perform and provide the work described in **Exhibit A Scope of Services**. All the provisions of the Request for Proposals ("RFP") and Contractor's response to the RFP are hereby incorporated into this Agreement.
2. Fees. MCAA shall compensate the Contractor for its services during the term of the Agreement at the rate of \$ _____ **per month**, as set forth in the Contractor's proposal. The fees shall be paid within thirty (30) days of receipt of Contractor's invoice. MCAA shall notify Contractor within ten (10) days of receipt of invoice of any dispute as to the invoice charges.
3. Term and Extension. This Agreement shall be for a term of three (3) years beginning on July 1, 2025, and ending on June 30, 2028. At the sole discretion of MCAA, this agreement may be extended for an additional two (2) years ending on June 30, 2030, at the rate of \$ _____ **per month**. Such an extension must be made in writing and provided to the Contractor at least sixty (60) days prior to June 30, 2028.
4. Representatives. MCAA's Director of Maintenance shall be Contractor's primary contact for all services under this Agreement. Contractor shall meet on a monthly basis with MCAA's Director of Maintenance.
5. Annual Report Of Employees. Upon execution of this Agreement and thereafter on or

before July 1 of each year, Contractor shall provide a list of all of its employees who are employed at the Airport to MCAA. The list shall include the name, address, and telephone number of each Employee. Any addition or deletion to the list shall be promptly reported in writing to MCAA.

6. Badging Requirement. All employees of Contractor to perform work at the Missoula International Airport must apply for a badge to access the secured area of the Airport which includes a criminal background check. MCAA retains the right to refuse to badge any individual who, in MCAA's sole judgment, may be a security risk.
7. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of MCAA for any purpose. Contractor is not subject to the terms and provisions of MCAA's personnel policies handbook and may not be considered an MCAA employee for workers' compensation or any other purpose. Contractor is not authorized to represent MCAA or otherwise bind MCAA in any dealings between Contractor and any third parties. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent Contractor with respect to the other. Contractor will perform or provide its services free from the supervision, direction or control of MCAA. Contractor agrees that it shall comply with the applicable requirements of Montana law relating to worker's compensation insurance. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.
8. Compliance with Laws. Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by MCAA, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or MCAA including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or MCAA by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Contractor, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against MCAA, then, in addition to any other remedies available to MCAA, Contractor will be responsible and will reimburse MCAA in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days from the date of the invoice or written notice.

9. Assignability. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of MCAA.

10. Indemnification. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save MCAA, its officers, agents and employees harmless from and against any and all losses, damage, liability, claims, expenses, costs, fines, including but not limited to attorney's fees and court costs, and causes of action of every kind and character occasioned by, growing out of, or in any way arising or resulting from Contractor's presence on or use or occupancy of the Airport, Contractor's acts, omissions, negligence, activities, operations, or negligence; Contractor's performance, non-performance or purported performance of this Agreement; or any breach by Contractor of the terms of this Agreement or any such acts, omissions, negligence, activities, operations or negligence of Contractor's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Contractor, that results in any bodily injury (including death) or any damage to property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless or whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Contractor shall have the duty to defend MCAA, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, MCAA, or any indemnified party. The duty to defend arises immediately upon written presentation of a claim to the Contractor.

11. Insurance. Contractor will be required to maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Contractor shall purchase and maintain workers' compensation coverage for all employees engaged in services at the Airport in accordance with state and federal law.

All insurance policies required, including workers' compensation insurance, must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to provide proof of insurance prior to commencing work under this Agreement. MCAA must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise agreed to in writing by MCAA.

Contractor shall secure a Fidelity Bond issued by a bonding company currently licensed to do business in the State of Montana. The Fidelity Bond shall cover each employee of the Contractor to insure the faithful and honest conduct of each such employee.

12. Modifications. This Agreement may be modified in writing at any time by mutual agreement of MCAA and Contractor.

13. Nondiscrimination. During the performance of this contract, the Contractor, for itself, its assignees, and successors in, agrees as follows:
- a. 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.
 - b. Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin
 - d. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MCAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to MCAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information
 - e. In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
 - f. The Contractor 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 Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing

such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request MCAA to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

15. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - 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);
 - 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);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- 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;
 - The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
 - 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).
16. Certification Regarding Debarment. By entering into this Agreement, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
17. Access to Records and Reports. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
18. Occupational Safety and Health Act of 1970. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.
19. Fair Labor Standards Act. The provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), are incorporated by reference herein with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor

has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

20. Trade Restriction Certification. Contractor hereby certifies that with respect to this contract, the Contractor -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

The Contractor agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

25. Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference

only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

26. Notices. A notice, demand or other communication under this Agreement by one party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and

- a. In the case of Contractor is addressed or delivered personally to:

[REDACTED]

- b. In the case of MCAA is addressed or delivered personally to:

Missoula County Airport Authority
5225 West Broadway
Missoula, MT 59808-9399
Attention: Brian Ellestad

27. TERMINATION. This Agreement may be terminated upon the following conditions:

- a. By written agreement of both parties to termination in thirty (30) days;
- b. By the Contractor for non-payment of monies due and payable. Termination under this provision shall require the Contractor to provide MCAA a thirty (30) day written demand for payment. The Contractor may terminate the Agreement if the Contractor has not received payment of monies due and payable within ten (10) days from receipt of demand;
- c. By MCAA for breach by the Contractor of its obligations as set forth in this Agreement. Termination under this provision shall require MCAA to provide the Contractor a thirty (30) day written notice specifying the breach of Contractor's obligation. MCAA may terminate the Agreement if the Contractor fails to cure the breach within 30 days from receipt of notice;

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

28. Governing Law and Venue. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
29. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.

30. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
31. Attorney Fees. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
32. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
33. Waiver. The failure of MCAA or Contractor to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
34. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
35. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Agreement as of the date first written above.

MISSOULA COUNTY AIRPORT AUTHORITY

By: Brian Ellestad, Airport Director

CONTRACTOR

By: _____

MISSOULA COUNTY AIRPORT AUTHORITY

POLICY TITLE: Procurement Protest Policy

SUBJECT AREA: Administration

DATE ADOPTED: November 26, 2019

POLICY STATEMENT

Missoula County Airport Authority ("MCAA") policy requires that all prospective contractors be accorded fair and equal consideration in the award and solicitation of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively.

"Interested Party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Submittal Procedure

An Interested Party wishing to protest a matter involving a proposed procurement or contract shall file a written submission with MCAA's Administrative Manager by certified mail to 5225 Highway 10 West, Missoula, MT 59808, or other delivery method whose receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the Administrative Manager within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The Administrative Manager may, however, permit the electronic provision of supplemental information after the initial protest submittal.

The protest shall include, at a minimum:

- a. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an Interested Party;
- b. Identity of the contact person for the protestor, including name, title, address, telephone, fax and email addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party;
- c. Identification of the procurement;
- d. A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
- e. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
- f. A complete discussion of the basis for the protest, including any supporting facts, documents or data;
- g. A statement of the specific relief requested; and
- h. A notarized affirmation by the protestor (in an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced to an appropriate link.

Upon receipt of a protest, the Administrative Manager shall promptly notify the FAA program manager of the relevant details.

Pre-Bid Protests

A protest related to the technical scope or specification, terms, conditions, or form of the solicitation must be received no later than ten (10) working days prior to the date established for opening of bids or receipts of proposals.

The protest must conform in all respects to the requirements set forth in the Submittal Procedure. Upon receipt of such a protest, the Administrative Manager shall notify all prospective offerors and other known Interested Parties of the receipt and nature of the protest. Unless the Administrative Manager determines that delay will be prejudicial to MCAA's interests or that the protest lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

All substantive issues raised in the submitted protests will be considered and either denied or sustained, in part or in whole, by the Airport Director in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt. A notice of decision shall be provided to all parties given notice of the protest.

Should the protest be upheld in whole or in substantial part, the Administrative Manager may either:

- a. Amend the solicitation to correct the document or process accordingly;
- b. Cancel the solicitation in its entirety.

If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed. Such decision shall be final, except as provided below or by applicable law or regulation.

Protests received by MCAA after the time period specified above shall be considered untimely and shall be denied on that basis.

Pre-Award Protests

A protest related to whether a proposer is a responsible bidder or that a proposal does not meet the criteria of the solicitation must be received no later than ten (10) working days after the opening of bids or receipts of proposals.

The protest must conform in all respects to the requirements set forth in the Submittal Procedure. A written decision addressing all substantive issues raised in the submitted protest and stating

the grounds for allowing or denying the protest will be transmitted to the protestor in a manner that provides verification of receipt. Such decision shall be final, except as provided below or by applicable law or regulation.

Protests received by MCAA after the time period specified above shall be considered untimely and shall be denied on that basis.

Post-Award Protests

A protest related to whether the evaluation process conducted by MCAA is improper, illegal, or the decision to award the contract is arbitrary and capricious must be received no later than ten (10) working days after the MCAA Board of Commissioners has awarded the contract. The protest must conform in all respects to the requirements set forth in the Submittal Procedure.

A written decision addressing all substantive issues raised in the submitted protest and stating the grounds for allowing or denying the protest will be transmitted to the protestor in a manner that provides verification of receipt. Such decision shall be final, except as provided below or by applicable law or regulation.

Protests received by MCAA after the time period specified above shall be considered untimely and shall be denied on that basis.

Decision

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Airport Director shall prepare a decision. The decision will contain four parts:

- a. Summary –Describes briefly the protesting party, the solicitation involved, the issues(s) raised, and the decision;
- b. Background –Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated;
- c. Discussion - Identifies the substantive issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision;
- d. Determination - States the decision and any remedy or subsequent action, e.g. cancellation of the procurement, resulting from it.

Decisions shall be issued to the protestor; other Interested Parties shall receive either a copy of the decision or a notice of decision, as appropriate.

Reconsideration

Reconsideration of a final decision may occur if relevant and critical information is discovered after final determination has been made. In such a case, a protestor may file a request for reconsideration with the MCAA Board of Commissioners setting forth the relevant and critical information that has been discovered; why the information was not available during the original

protest period and how the information changes the analysis in the written decision. A request for reconsideration under this section must be filed within ten (10) working days after the written decision is provided to the protestor. The decision of the MCAA Board of Commissioners under this section is final, except as provided by applicable law or regulation.

Appeal to FAA

The FAA may entertain protests that involve violation of federal laws or regulations and protests that involve allegations that MCAA's protest procedures were not followed.

RISING FAST MAINTENANCE

05/09/2025

**Cover Sheet for Janitorial Cost
Proposal
Regarding RFP issue date
04/16/2025**

Sincerely,

Ralph Gentile

*3601 KINGSBURY PL.
MISSOULA, MT 59808
406-396-6580*



R F M
3601K Pu
M MT59BOB

May 9th, 2025

Missoula County Airport Authority
5525 U.S. Highway 10W
Missoula, MT 59808

MCAA:

Here at Rising Fast Maintenance, we are pleased to submit for your consideration the enclosed proposal in response to your RFP for custodial services. Our company has nearly 45 years' experience in the commercial cleaning industry. We currently have provided janitorial service to MCAA for the past 14 years. Prior to MCAA we provided commercial cleaning service for 13 years to seven T-Mobile call centers from Albuquerque NM to Bellingham, Washington. Our company originated in Phoenix and eventually moved to Albuquerque, NM. Our services include: custodial cleaning, carpet care and floor care. Our main goal has always been to provide excellent customer service for the passengers & the tenants at MCAA. In reflection of this goal, our staff has received numerous compliments over the last 14 years, over and above what has been expected of them.

Apart from MCAA we currently service 11 commercial buildings in the Missoula area.

My wife Tanya and I are the principal owners of the company and have been very hands-on in servicing MCAA the last 14 years.

We look forward to hearing from you and answering any questions that you might have. Please feel free to contact me at (406) 396-6580 or by email at rtgentile@yahoo.com

Sincerely,

Ralph Gentile
Owner

Service and Products Used:

- ▶ 8-10 Versamatic commercial vacuum cleaners, 8 cordless vacuums for quick cleanup between flights.
- ▶ 5-6 roll around 44-gallon trash bins with aprons on both sides to hold cleaning supplies.
- ▶ Regarding carpet cleaning, we use the Centex carpet cleaning machine. This has been recommended by professionals due to the quick drying process *called* emulsification. This process is used in airports around the country.
- ▶ Regarding cleaning products: We currently use all the products MCAA has recommended through House of Clean.
- ▶ Staffing model: Between 12-17 full and part-time employees, adjusting as needed for seasonal flights. **This includes 3 supervisors on overlapping shifts.**
- ▶ Our hiring practice includes those who are experienced and conscientious, especially concerning their work ethics. Because of this, we are one of the highest paying custodial services in Missoula.

Firms Experience and Staffing:

- ▶ As far as our firms experience as it relates to the scope of work, we have been currently cleaning the new MCAA terminal for the past three years. We also service an additional eleven buildings, that are public buildings for the last 14 years in Missoula.
- ▶ Ralph & Tanya Gentile-owners
- ▶ **Arie Hoffman - In house supervisor (406-546-1343)**
- ▶ **Ralph Gentile primary point of contact (406-396-6580)**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER Glidewell Investment & Insurance Group 116 W Main Street Manhattan MT 59741		NAME: v, Kristen Wedan WC: No Ext: (406)258-0039 EMAIL: kristen@glidewell.pro INSURER(&) AFFORDING COVERAGE INSURER A: OHIO SECURITY INS CO INSURERS: TECHNOLOGY INS CO INC INSURERC: INSURERD: INSURERE: INSURERF:		NAIC# 24082 42376
INSURED Rising Fast Maintenance LLC 3601 Kingsbury Pl Missoula MT 59808				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURANCE	WARRANTY	POLICY NUMBER	START DATE	END DATE	LIMITS
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> r& <input type="checkbox"/> LOC OTHER:			R SS6'700'7	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PER&Otm. & W.IJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ <Peraoof T I \$
UMBRELLA UAB EXCESSLIAB CED RETENTION \$	HOCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION ND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory In NH JL;i '81/ PERATIONS below		N/A	TWC4537886	01/01/2025	01/01/2026	>Cis'fATUTE I 1irr E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
PROP			BKS65567007	01/01/2025	01/01/2026	Special JnJalioo Guard Special 5,226

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space required)

CERTIFICATE HOLDER**CANCELLATION**

** GENERIC CERTIFICATE **

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristen Wedan, W-M,

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SECRETARY OF STATE

STATE OF MONTANA
LINDA McCULLOCH



19.BITII

P.O. Box 202501
Helena, MT 59620-2801
(406) 444-3665
<http://www.sos.mt.gov>

RISING FAST MAINTENANCE, LLC
5175 AVALON LN
LOLO MT 59847

RE: RISING FAST MAINTENANCE, LLC
ARTICLES OF ORGANIZATION
Filing Date: May 20, 2011
Filing Number: C-215281 • 1209028

May 20, 2011

Dear Sir or Madam:

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

The first Annual Report must be delivered to the Secretary of State between January 1 and April 15 of the year **following** the calendar year in which a Domestic or Foreign Corporation or Limited Liability Company was incorporated or authorized to transact business. Subsequent Annual Reports must be delivered to the Secretary of State between January 1 and April 15 each year thereafter.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

Linda McCulloch
Secretary of State

To increase productivity in processing your documents we ask that you please not affix your payments to your submitted **documents**.

You can correspond with our office via facsimile. Our fax number is (406) 444-3976. You can now fax in your search, copy, and certificate requests.



---MONTANA SECRETARY OF STATE----

March 18, 2025

Conor Newman
conor@bdmcpa.com

CERTIFICATION LETTER

I, CHRISTI JACOBSEN, Secretary of State for the State of Montana, do hereby certify that

RISEING FAST MAINTENANCE, LLC

filed its **1015 ANNUAL REPORT** in this office and has fulfilled the applicable requirements set forth in law. By virtue of the authority vested in this office, I hereby issue this certificate evidencing the filing is effective on the date shown below.

Certified File Number: C215281 - 16600445

Effective Date: March 18, 2025

Thank you for being a valued member of the Montana business community. I wish you continued success in your endeavors.

A handwritten signature in cursive script that reads "Christi Jacobsen".

Christi Jacobsen
Montana Secretary of State



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

MCAA Request for Proposal

Response Form

Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

A. Contact Name Ralph Gentile
B. Contact Role in the Business Owner
C. Contact Phone Number 406-396-6580
D. Contact Fax n/a
E. Contact E-Mail Address rtgentile@yahoo.com

II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

A. Business Name Rising Fast Maintenance
B. Doing Business As Rising Fast Maintenance
C. Business Type Commercial Custodial Cleaning
D. Business Mailing Address

Address Line 1:	3601 Kingsbury Pl.
Address Line 2:	
City:	Missoula
State/Province:	Montana
ZIP Code:	59808
Country:	USA



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

E. Business Phone Number	<u>406-396-6580</u>
F. Business Fax	<u>n/a</u>
G. Business E-Mail Address	<u>rtgentile@yahoo.com</u>
H. Business Registration State	<u>Montana</u>
I. Business Registration Date	<u>May 20th, 2011</u>
J. Business registered in the state of Montana?	<u>Yes</u>
K. Business Owner/Stakeholder(s)	<u>Ralph & Tanya Gentile</u>

111. Business History

Describe a brief history of the Business entity. Note any changes in the Business's name and ownership structure and any other dbas under which the company has been doing business. Please indicate airport experience if any.

From July 2011-present Rising Fast has been providing the custodial services for Missoula County Airport with the highest of standards.
From 1997 - 2010 Rising Fast was providing custodial service for seven T-Mobile Call Centers from Albuquerque, NM to Bellingham, WA. Our contact at the time was Ruby Macias-facilities manager (505-450-1825).
From 2011-present in Montana we provide custodial service to other buildings in the Missoula area including Bretz RV, YMCA Learning Center, Monison & Maierle, Clark Fork River Manor, Legacy Wealth, Hertz & Prime Lending.



dRFarmers {IVStateBank

Member FDIC

04/21/2025

Rising Fast Maintenance LLC

3601 Kingsbury Pl

Missoula MT 59808-5248

RE: Verification of Account

To whom it may concern,

Per a phone call with Tanya & Ralph here is a verification letter for their business account Rising Fast Maintenance LLC.

-Business checking account has been open with Farmers State Bank since March of 2014.

-Average balance on the account the last 6 months is: \$18,731.33

-NSF transactions the Last 6 months: None

If you need anything else, please have the mutual customer reach out to us for help.

Thank you,

A handwritten signature in black ink, appearing to read 'Mariah Moeller', with a long horizontal flourish extending to the right.

Mariah Moeller

Customer Service Representative

Farmers State Bank- Missoula Reserve

Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

4. Has Business defaulted on a loan or a contract or performance agreement for the delivery of services/product at an airport or other facility? Yes/ No

No

5. For owners of a closely held corporation: Attach a personal financial statement current within three (3) months from date of submittal.
6. Attach a list of any judgments against Business or any litigation pending against the Business and describe circumstances. *Also list any judgments against Business which have been satisfied within the last five (5) years and explain.*
7. Attach a list of any outstanding tax liens against the Business with an explanation of each.
8. Business shall supply information as to whether any of its officers and/or principals have been convicted of a felony or whether the Business is currently involved in legal proceedings regarding its performance or delivery of its services to a vendor/service provider, property owner, airport owner or its agent or other party. If it is, it shall supply a brief narrative describing the situation.

V. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

VI. Acknowledgment of the Proposal Required

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business buy an authorized representative of the Missoula County Airport Authority.



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

1. Carefully examined the RFP document.
2. Become familiar with all terms and conditions specified in the RFP document.
3. Completed answers to all forms and responded fully to the RFP document requests for information.


represents and warrants to the Authority as follows:

1. The undersigned person(s) are authorized representatives of the Business.
2. All information submitted by the Business in the proposal package is complete, accurate, and truthful.

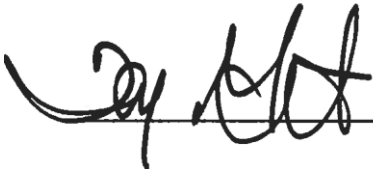
(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)

Signatures

Signatory 1

Signature		Signatory Title	Owner
Printed Name	Ralph Gentile	Date	5/9/25

Signatory 2

Signature		Signatory Title	Owner
Printed Name	Tanya Gentile	Date	May 9th 2025

Signatory 3

Signature		Signatory Title	
Printed Name		Date	

Attested By Secretary

Signature		Signatory Title	
Printed Name		Date	

**MCAA REQUEST FOR PROPOSAL
CUSTODIAL SERVICES
Proposed Cost of Services**

Costs for Areas that need to be identified separately

Terminal:

Year 1 thru 3 Cost per month 30

Total per year 1/t4B

Year 4 thru 5 Cost per month 30

Total per year "/l:J

Air Traffic Control Tower:

Year 1 thru 3 Cost per month 0

Total per year J

Year 4 thru 5 Cost per month 0

Total per year J;J,8<:J>

ARFF/SRE/OPS Building:

Year 1 thru 3 Cost per month 0

Total per year 0

Year 4 thru 5 Cost per month 0

Total per year 0

Total cost of all services:
Year 1 thru 3 Cost per month 0

Total per year 0

Year 4 thru 5 Cost per month 0

Total per year 0

Date: 0 0 0

Signature: 0

CUSTODIAL SERVICES AGREEMENT

THIS CUSTODIAL SERVICES AGREEMENT is made and entered into this 9 7 1 day of M14, 2025, by and between the MISSOULA COUNTY AIRPORT AUTHORITY (MCAA) and IS I ("Contractor"), a Montana limited liability company.

Recitals

1. The Missoula County Airport Authority owns and operates the Missoula International Airport in Missoula County, Montana ("the Airport");
2. MCAA is interested in obtaining qualified custodial services;
3. MCAA issued a Request for Proposals for custodial services on 1. 1(e) 2S ;
4. Contractor's proposal was responsive and MCAA has determined that Contractor is qualified;
5. After reviewing all submissions, MCAA has determined that Contractor's proposal is the most advantageous to the Airport;

NOW, THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by both parties, the parties agree as follows:

1. Scope of Services. Contractor shall provide all personnel, labor, equipment, material, tools, supplies, supervision, management and services and otherwise do all things necessary to or incident to, perform and provide the work described in Exhibit A Scope of Services. All the provisions of the Request for Proposals ("RFP") and Contractor's response to the RFP are hereby incorporated into this Agreement.
2. Fees. MCAA shall compensate the Contractor for its services during the term of the Agreement at the rate of \$150.00-per month, as set forth in the Contractor's proposal. The fees shall be paid within thirty (30) days of receipt of Contractor's invoice. MCAA shall notify Contractor within ten (10) days of receipt of invoice of any dispute as to the invoice charges.
3. Term and Extension. This Agreement shall be for a term of three (3) years beginning on July 1, 2025, and ending on June 30, 2028. At the sole discretion of MCAA, this agreement may be extended for an additional two (2) years ending on June 30, 2030, at the rate of \$ _____ per month. Such an extension must be made in writing and provided to the Contractor at least sixty (60) days prior to June 30, 2028.
4. Representatives. MCAA's Director of Maintenance shall be Contractor's primary contact for all services under this Agreement. Contractor shall meet on a monthly basis with MCAA's Director of Maintenance.
5. Annual Report Of Employees. Upon execution of this Agreement and thereafter on or

only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

26. Notices. A notice, demand or other communication under this Agreement by one party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and

a. In the case of Contractor is addressed or delivered personally to:

&e, is 1h, fi, >\\, a cc
J(.of .. IC, oc 1' f l.
fH 1re. olil4' . ""'T. S-, tor

b. In the case of MCAA is addressed or delivered personally to:

Missoula County Airport Authority
5225 West Broadway
Missoula, MT 59808-9399
Attention: Brian Ellestad

27. TERMINATION. This Agreement may be terminated upon the following conditions:

- a. By written agreement of both parties to termination in thirty (30) days;
- b. By the Contractor for non-payment of monies due and payable. Termination under this provision shall require the Contractor to provide MCAA a thirty (30) day written demand for payment. The Contractor may terminate the Agreement if the Contractor has not received payment of monies due and payable within ten (10) days from receipt of demand;
- c. By MCAA for breach by the Contractor of its obligations as set forth in this Agreement. Termination under this provision shall require MCAA to provide the Contractor a thirty (30) day written notice specifying the breach of Contractor's obligation. MCAA may terminate the Agreement if the Contractor fails to cure the breach within 30 days from receipt of notice;

The rights and remedies provided in this clause *are* in addition to *any other* rights and remedies provided by law or under this Agreement.

28. Governing Law and Venue. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
29. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.

30. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
31. Attorney Fees. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
32. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
33. Waiver. The failure of MCAA or Contractor to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
34. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
35. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Agreement as of the date first written above.

MISSOULA COUNTY AIRPORT AUTHORITY

By: Brian Ellestad, Airport Director

CONTRACTOR
rf-si"lsfi,r ».,.,.,Jo
r-----41 2-----

1C

By:

A handwritten signature in black ink, consisting of several stylized, overlapping strokes.

RIISING FAST MAINTENANCE

Sustainability Practices/Cost Saving Ideas:

- ▶ We reuse all trash can liners in passenger hold area throughout the day unless they are unsightly or have an odor, to conserve liners. This saves cost on expensive liners.
- ▶ We use Hepa vacuum bag filters to reduce dust & particles to the environment.
- ▶ Soak mop heads in bleach to reduce replacing expensive mop heads weekly.
- ▶ Tanya is in weekly contact with Mike from House of Clean during ordering to make sure prices are correct and the correct items ordered are delivered. Making sure the usual items aren't replaced with something more expensive.
- ▶ Routinely plunge toilets/urinals that get clogged instead of closing down stall and waiting for maintenance.
- ▶ Replace batteries in paper towel dispensers without calling maintenance, saving them the time.
- ▶ We put terminal entrance sliding doors back on track multiple times a week to save maintenance time.
- ▶ We also bring credit cards, drivers licenses, wallets, iPhones EarPods, money, including but not limited to; lost children and small puppy dogs up to administration. This saves a tremendous amount of time for PSO.
- ▶ Will look for lost items that administration calls on, to help save time for maintenance/PSO looking.
- ▶ Our crew is always responsive to help PSO/maintenance with whatever they need.

3601 Kingsbury PL
MISSOULA, MT 59808
406-396-6580





HILLYARD / MONTANA
P.O. Box: 804921
Kansas City MO 64180-4921

Phone: 406-687-6012

Fax: 406-687-6012

Quotation

to Party Address

MISSOULA COUNTY AIRPORT AUTHORITY
5225 US Highway 10 W
Missoula MT 59808-9515

Customer Phone: 406-728-4381

www.hillyard.com

Quotation No. 25436886

Valid from 05/26/2025 to 07/31/2025

Document Date. 05/26/2025

Customer No. 338626

Customer P.O. Quote on items

Account Manager Mike Harris

Ship By Ground Standard

Entered By: abemrose@fly

Page 4 of 5

Item	Material Description	Quantity	Unit Price	Amount
WAG	UPUJAN\2 PUMICE SCOURING STICK 12 CS	\ EA	2.81	2.81
0320	BWK6100B TISSUE TOILET 91N JUMBO TOILET 2PLY 12C	1 CS	37.50	37.50
0330	HIL52832 FRAME MF ALUMINUM 5X16	1 EA	12.47	12.47
0340	HIL22304 DISP AFFINITY EXPRESSIONS MNL 1.25L BK	1 EA		
0350	HIL0013804 WINDO-CLEAN+	1 CS	98.28	98.28
0360	HIL0080225 ARSENAL \ WINOO-CLEAN-+	1 CS	120.3-3	120.3-3
0370	HOSGLN105FL GLOVE NITRILE POWDR FREE EXAM LG BLACK	1 PAC	6.88	6.88



HILLYARD I MONTANA
P.O. Box: 804921
Kansas City MO 64180-4921

Phone: 406-587-5012

Fax:

Sold to: MISSOULA COUNTY AIRPORT AUTHORITY
5225 US Highway 10 W
Missoula MT 59808-9515

Customer Phone: 406-728-4381

www.hillyard.com

1:8rmlon
Quotation No. 25436886
Valid from 05/26/2025 to 07/31/2025
Document Date 05/26/2025
Customer No. 338626
Customer P.O. Quote on items
Account Manager Mike Harris

Ship By Ground Standard

Entered By: abemrose@fly

Page 3 of 5

Item	Material Description	Quantity	Unit Price	Amount
0210	KOAKB1.5099 LINER BABY CHANGING 13IN X 14IN 500CS	1 CS	49.75	49.75
0220	LH334022N LINER 33GAL 33X40 22M/C NAT 250/CS STELL	1 CS	38.79	38.79
0230	HIL0039403 SOAP AFFINITY FOAM MAND CRAN 1250ML 4CS	1 CS	56.88	56.88
0240	WIN98406410 BAG FILTER PAPER VERSAMTIC 2003 10PK 30C	1 PAC	14.26	14.26
0250	HOSHG2500 TOILET SEAT COVER HALF FOLD 2500CS	1 CS	36.49	36.49
0260	RUB758088YW BUCKE.T WAVE.BRAKE. SIDE. PRESS YW 35QT 1.CS	1 EA	103.20	103.20
0270	RUB2642YW BAGCADDY W POCKET FOR BRUTE RECPT 6CS	1 EA	54.45	54.45
0280	HIL0103455 AEROSOL OIL STAINLESS STEEL CLEANER 1502	1 CS	61.62	61.62
0290	HIL0021906 NUTRA-RINSE	1 CS	135.09	135.09
0300	GOJ720001 DISP SOAP PUSH PRO TDX 2000 2L GY 1CS	1 EA	0.02	0.02



HILLYARD I MONTANA
P.O. Box: 804921
Kansas City MO 84180-4921

Phone: 406-587-5012

Fax: 406-549-0783

Quotation

Address

MISSOULA COUNTY AIRPORT AUTHORITY
5225 US Highway 10 W
Missoula MT 59808-9515

Customer Phone: 406-728--4381

www.hillyard.com

Quotation No. 25436886

Valid from 05/26/2025 to 07/31/2025

Document Date. 05/26/2025

Customer No. 338626

Customer P.O. Quote on items

Account Manager Mike Harris

Ship By Ground Standard

Entered By: abemrose@fly

Page 2 of 5

Quota				
Item	Material Description	Quantity	Unit Price	Amount
<Wm	MA1"AMi5Cl20	1 E/1.	31.W	31.W
	MAT 3X5FT A TAC MAT CHARCOAL 4CS			
0120	MATAM46CL20	1 EA	35.38	35.38
	MAT 4X6FT A TAC MAT CHARCOAL 4CS			
0130	HIL15013	1 BOX	21.09	21.09
	URINAL SCREEN WAVE 3D cue MELON 10BX 6CS			
0140	WIN98406430	1 PAC	15.65	15.65
	BAG FILTER SENSOR 5300 10PKG 25CS			
0150	HIL24987	1 EA	6.49	6.49
	MOP WET BLEND LOOPED END WB LG BLUE			
0160	HILQ014306	1 CS	130.05	130.05
	CITRUS-SCRUB			
0170	RUB6310WH	1 EA	3.92	3.92
	BRUSH TOILET POLY FILL 14 1/2 IN 24CS			
0180	HIL22688	1 EA	8.69	8.69
	HANDLE WET MOP PERFORMER VINYL 60IN			
0190	KRU01950	1 CS	37.17	37.17
	TOWEL ROLL WHITE SWAN 8 IN 6/800/CS			
0200	CLO01594	1 CS	42.17	42.17
	WIPE DISINFECTANT CLOROX LEMON 35CT 12CS			

Phone: 406-587-5012
 Fax: 406-549-0783

Quotation

MISSOULA COUNTY AIRPORT AUTHORITY
 5225 US Highway 10 W
 Missoula MT 59808-9515

Customer Phone: 406-728-4381

www.hillyard.com

Quotation No. 25436886

Valid from 05/26/2025 to 07/31/2025

Document Date 05/26/2025

Customer No. 338626

Customer P.O. Quote on items

Account Manager Mike Harris

Ship By Ground Standard

Entered By: abemrose@Hy

Page 1 of 5

Quotation Detail

Item	Material Description	Quantity	Unit Price	Amount
0010	K KBLEACH6 BLEACH 1 GALLON 6 CASE	1 CS	26.7£	26.7£
0020	LH434822K LINER 56GAL 43X4B 22M/C BU< 150/CS STELL	1 CS	36.41	36.41
0030	KRU01920 TOWEL PAPER MULTI FOLD WHITE SWAN 12CS	1 CS	31.72	31.72
0040	KRU0195Q TOWEL ROLL WHITE SWAN 8 IN 6/800/CS	1 CS	37.17	37.17
0050	HIL20042 HANDLE TEL ALUM 39.5X721N BK W BL GRIP	1 EA	18.56	18.56
0060	WIN86001640 BRUSH S1RIP 1.8IN #4028	1 EA	23.50	23.50
0070	LH24338N UNER 12-16GAL 24X33 8MIC NAT 1M/CS STEL	1 CS	37.65	37.65
0080	KRU05780 TISSUE TOILET 2PLY EMBASSY SOCS	1 CS	54.15	54.15
0090	GOJ725504 CLEANER HAND NAT ORANGE PUMICE 2L 4CS	1 CS	69.38	69.38
0100	HIL56083 TRIDENT VACUUM V18D 181N TWO MOTOR	1 EA	872.94	872.94



POLICY NUMBER: M2103460

AUTOMOBILE. POLICY DECLARATIONS

NAMED INSURED:
RALPH GENTILE
TANYA F GENTILE
3601 KINGSBURY PL
MISSOULA MT 59808-5248

RENEWAL

POLICY PERIOD FROM: AUG. 21 2024
TO: AUG. 21 2025

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT :

f \$ O L VEW MT 59801-6512

(40G) 728_0793

RATED DRIVERS RALPH GENTILE, TANYA F GENTILE

2023 TOYOTA	4RUNNER SE/SRS PRE 4 DOOR	ID# JTERU5JR4P6162139
2023 CHEVROLET	COLORADO ZR2 4 DOOR PICK-UP	ID# 1GCPTFEK4P1214478
LOSS PAYEE	TD BANK NA	

Insurance is afforded only for the coverages for which limits of liability or
remium charges are indicated.

COVERAGES	2023 TOYT LIMITS	PREMIUMS	2023 CHEV LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$250,000 Each Person \$500,000 Each Occurrence	\$ 261.10	\$250,000 Each Person \$500,000 Each Occurrence	\$ 265.20
PROPERTY D M GE	\$100,000 Each Occurrence	1&0.90	\$100,000 Each Occurrence	184.50
COMPREHENSIVE	Actual Cash Value Less \$1000 Deductible	2.68.00	Actual Casll Value Less \$1000 Deductible	2.99.00
COLLISION	Actual Cash Value Less \$1000 Deductible	340.70	Actual Cash Value Less \$1000 Deductible	395.00
ADDITIONAL COVERAGES:				
LOSS Or l.lSE	\$75 Per Day/\$2250 11\ax	37.50	\$75 Per Day/\$2250 Max	38.50
ROADSIDE ASSIST		5.80		5.80
ENHANCED COVERAGE LEVEL		80.90		58.20
		TOTAL\$ 1,175.20		
			TOTAL\$ 1,246.20	

UKIKSUREO/UKOERIKSUREO MOTORISTS	\$ 459.00
MEDICAL PAYMENTS	\$ 76.10
TOTAL EACH VEHICLE:	
2023 TOYT	\$ 1,175.20
2023 CHEV	1,246.20

PREMIUM SUMMARY		PREMIUM
VEHICLE COVERAGES		\$ 2,421.40
DISCOUNTS & SAFECO SAFETY REWARDS	You saved \$1,424.70	Included
POLICY COVERAGES		\$ 535.10
TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES		\$ 2,956.50

-CONTINUED-



Insurancer

ALibim:y Mutulll Conl1mny

POLICY NUMBER: UM2860212

PERSONAL UMBRELLA POLICY DECLARATIONS

INSURED:

RALPH GENTILE
TANYA F GENTILE
3601 KINGSBURY PL
MISSOULA MT 59808-5248

AGENT:

GLIDEWELL INVSTMENTS & INS GRP
1750 SAVE W
MISSOULA MT 59801-6512
(406) 728-0793

POLICY PERIOD FROM: OCT. 5 2024

TO: OCT. 5 2025

at 12:01 **A.M.** Standard time at
the address of the insured as
stated herein.

RETAINED LIMIT: \$250
LIMIT OF LIABILITY: \$1,000,000

SCHEDULE OF UNDERLYING INSURANCE:

You, as defined in the policy contract, agree:

- 1) that insurance policies providIn the coverages specified on the back of these declarations, If applicable, are in force and will be maintained in force as collectible Insurance for at least the required minimum limits stated.
- 2) to insure all motor vehicles owned, leased by or used by you.
- 3) to Insure all residence premises owned, leased by or leased to you.
- 4) to insure all recreational vehicles owned, leased by or used by you.
- 5) to Insure all watercraft owned by you.

COVERAGES

	PREMIUM
Basic premium - includes one automobile and primary residence	\$ 232.00
1 Additional automobile in the household	\$ 77.00

TOTAL ANNUAL PREMIUM \$ 309.00

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$6.00 per installment for all other payment methods

Policy underwritten by SAFECO INSURANCE COMPANY OF AMERICA
(a stock insurance company).

Administrative office: 175 Berkeley St., Boston, MA 02116

Mailing Address: PO Box 704000, Salt lake City, UT 84170-4000

PLEASE SEE REVERSE

ORIGINAL

DATE PREPARED AUG. 18 2024



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 27, 2025

For Informational Purposes
3601 KINGSBURY PL
MISSOULA MT 59808

Account Information:

Policy Holder Details : [RISING FAST MAINTENANCE

0 **Contact Us**

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford *Service Team*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		NAME: Justin Ross	
Treasure State Insurance:		Wc.No: 4062587270	
3709 Brooks St		Ifm, Nol,	
Missoula MT 59801		io'b"RESS: justin@treasurestateins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: HARTFORD INS CO OF THE MIDWEST	37478
INSURED		INSURER B:	
Rising Fast Maintenance		INSURER C:	
PoBox 179H		INSURER D:	
Missoula MT 59808		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURANCE	WARRANTY	POLICY NUMBER	START DATE	END DATE	LIMITS
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
CLAIMS-MADE						PER ACCIDENT
GENERAL AGGREGATE LIMIT APPLIES PER						MED EXP (Any one person)
POLICY LIMIT						GENERAL AGGREGATE
OTHER:						PRODUCTS COMP/OP AGG
AUTOMOBILE LIABILITY						(Each accident)
ANY AUTO						BODILY INJURY (Per person)
OWNED AUTOS ONLY						BODILY INJURY (Per accident)
HIRED AUTOS ONLY						PRODUCTS COMP/OP AGG
UMBRELLA LIABILITY						EACH OCCURRENCE
EXCESS LIABILITY						AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. DISEASE - EA EMPLOYEE
(Mandatory in NH)						E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Justin Ross



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/00/YYYYJ

05/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER TREASURE STATE INSURANCE INC 41451442 321 SW HIGGINS AVE MISSOULA MT 59803		CONTACT NAME: PHONE (406) 258-7270 FAX (800) 658-7102 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: INSURER(&) AFFORDING COVERAGE NAIC# Insurum A: Senline\ Insurance Company Ltd. 11000	
INSURED RISING FAST MAINTENANCE 3601 KINGSBURY PL MISSOULA MT 59808		INSURER B: 1-INSURE_R_c: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NU'NIBER:

REVISION NU'NIBER:

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INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP IMM/DDN VYVI	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE Occur						EACH OCCURRENCE DAMAGE TO RENTED MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN AGGREGATE LIMIT POLICY PERIOD LOC OTHER:						COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED-AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						EACH OCCURRENCE AGGREGATE
	UMBRELLA LIAB EXCESS LIAB DEDUCTIONS						E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE -POLICY LIMIT \$500,000
A	WORKERS COMPENSATION AND-EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE [OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		41 wee 101083	04/01/2018	04/01/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
3601 KINGSBURY PL
MISSOULA MT 59808

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PRODUCER TREASURE STATE INSURANCE INC 41451442 321 SW HIGGINS AVE MISSOULA MT 59803	CONTACT NAME: TAX	
	(A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NA#	
	INSURER A: Seninel Insurance Company Ltd. 11000	
INSURED RISING FAST MAINTENANCE 3601 KINGSBURY PL MISSOULA MT 59808	INSURER &	
	INSURERC:	
	INSURER O:	
	INSURERE:	
		INSURERF:

COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR LTR	POLICY NUMBER	POLICY TYPE muInnNyyy1	POLICY EXP ,,,,,DDN VVVV1	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED	
							PERSONAL & ADV INJURY	
	GENERAL AGGREGATE LIMIT APPLIES PER POLICY						GENERAL AGGREGATE	
	OTHER: JPERCOT LOC						PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED-AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	DEDI RETENTION \$						AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE [OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41 WEC 1D7083	04/01/2019	04/01/2020	X PER STATUTE	
							E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE -EA EMPLOYEE	\$100,000
							E.L. DISEASE -POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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MISSOULA MT 59808

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AUTHORIZED REPRESENTATIVE

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PRODUCER TREASURE STATE INSURANCE INC 41451442 321 SW HIGGINS AVE MISSOULA MT 59803	CONTACT NAME: PHONE (A/C, No, Ext): (406) 258-7270 rAX (800) 668-7102 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: _____ NAIC#: _____ INSURER A: Property and Casualty Insurance Company of Hartford 34690 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED RISING FAST MAINTENANCE 3601 KINGSBURY PL MISSOULA MT 59808	

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

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INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POUCYEFF	POLICY EXP	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE						EACH OCCURRENCE DAMAGE TO RENTED MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS • COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PERIOD LOC OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE /Per accident
	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE AGGREGATE
	DEDUCTIBLE RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE [OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under	Y/N	N/A	41 WEC 107083	04/01/2020	04/01/2021	X IPER IOTH- E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	DESCRIPTION OF OPERATION/LOCATION below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

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MISSOULA MT 59808

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PRODUCER TREASURE STATE INSURANCE INC 41451442 321 SW HIGGINS AVE MISSOULA MT 59803	CONTACT NAME:	
	PHONE (406) 258-7270 (A/C, No, Ext):	FAX (BOO) 658-7102 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Property and Casualty Insurance Company of Hartford 34690	
INSURED RISING FASr MAINTENANCE 3601 KINGSBURY PL MISSOULA MT 59803	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR LTR	POLICY NUMBER	POU CYEFF	POLICY EXP I UU/DDN VVVV	LIMITS
	COMMERCIAL GENERAL LIABILITY POLICY PERIOD: 01/01/2022 TO 12/31/2023 GEN'L AGGREGATE LIMIT APPLIES PER: \$1,000,000 OTHER: NONE						EACH OCCURRENCE DAMAGE TO RENTED MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS/COMP/OP AGG
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIABILITY EXCESS LIABILITY DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE [OFFICER/MEMBER EXCLUDED?] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			41 WEC 1D7083	04/01/2022	04/01/2023	E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE- POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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AUTHORIZED REPRESENTATIVE

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Account Summal)

Code: 0804260

1750SAVE
VILBIS-CLAS, JEM" 59002
Christopher Va ⁿ 406-532-0319

This report is intended for informational purposes only, is subject to changes, and shall not be construed as an admission of liability. Rescued information is revealed only as a recapitulation of a potential exposure and does not necessarily represent the value of a claim or a decision that the claim should be paid.

NOTE: If a policy was previously written with Safeco Insurance, the policy's complete loss history will not be available on this report. To obtain the claims history while a policy was written with Safeco, you must access the Loss Runs tool on www.safecor.com.

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Loss History

Loss Valuation Date: 05/27/2025

Account Detail

Insured: RISING FAST MAINTENANCE LLC
3601 KINGSBURY PL
MISSOULA, MT 59808-

Agency: GLIDEWELL INVSTMENTS & INS GRP
1750SAVEW
MISSOULA, MT 59801

Code: 0804260

Number	Number	Losses	Amount	Losses	Reserves	Reserves	Exnenses	
Claimant Name or Coverage Title	Risk Title	Description of Loss						
Policy Number: BKS.65567007		Policy Term: 01/01/2025 - 01/01/2026						
[TOTAL		\$0)	sol	sol	sol	sol	\$0j	sol
Policy Number: BKS.65567001		Policy Term: 01/01/2024 - 01/01/2025						
[TOTAL		sol	\$01	sol	sol	sol	sol	sol
Policy Number: BKS.65567001		Policy Term: 01/01/2023 - 01/01/2024						
[TOTAL		sol	\$01	sol	sol	\$01	,ol	sol
Policy Number: BKS.54814172		Policy Term: 01/01/2016 - 07/01/2017						
[TOTAL		sol	\$0f	sol	sol	\$01	\$0i	sol
Policy Number: BKS.54814172		Policy Term: 07/01/2015 - 07/01/2016						
[TOTAL		sol	sol	sol	sol	\$01	sol	sol
Policy Number: BKS.54814172		Policy Term: 07/01/2014 - 07/01/2015						
[TOTAL		sol	sol	sol	sol	sol	\$0) -	
Policy Number: XWA.5481411_2		Policy Term: 10/01/2014 - 10/01/2015						
[TOTAL		sol	sol	sol	sol	\$0/	\$0!	sol
Policy Number: XWS.65567007		Policy Term: 01/01/2024 - 01/01/2025						
[TOTAL		sol	\$01	sol	sol	sol	sol	=.iii1

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CUSTODIAL SERVICES AGREEMENT

THIS **CUSTODIAL SERVICES AGREEMENT** is made and entered into this _____ day of June, 2025, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA") and Rising Fast Maintenance ("Contractor"), a Montana limited liability company.

Recitals

1. The Missoula County Airport Authority owns and operates the Missoula International Airport in Missoula County, Montana ("the Airport");
2. MCAA is interested in obtaining qualified custodial services;
3. MCAA issued a Request for Proposals for custodial services on April 16, 2025;
4. Contractor's proposal was responsive and MCAA has determined that Contractor is qualified;
5. After reviewing all submissions, MCAA has determined that Contractor's proposal is the most advantageous to the Airport;

NOW, THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by both parties, the parties agree as follows:

1. Scope of Services. Contractor shall provide all personnel, labor, equipment, material, tools, supplies, supervision, management and services and otherwise do all things necessary to or incident to, perform and provide the work described in Exhibit A Scope of Services. All the provisions of the Request for Proposals ("RFP") and Contractor's response to the RFP are hereby incorporated into this Agreement.
2. Fees. MCAA shall compensate the Contractor for its services during the term of the Agreement at the rate of \$42,950 per month, as set forth in the Contractor's proposal. The fees shall be paid within thirty (30) days of receipt of Contractor's invoice. MCAA shall notify Contractor within ten (10) days of receipt of invoice of any dispute as to the invoice charges.
3. Term and Extension. This Agreement shall be for a term of three (3) years beginning on July 1, 2025, and ending on June 30, 2028. At the sole discretion of MCAA, this agreement may be extended for an additional two (2) years ending on June 30, 2030, at the rate of \$42,950 per month. Such an extension must be made in writing and provided to the Contractor at least sixty (60) days prior to June 30, 2028.
4. Representatives. MCAA's Director of Maintenance shall be Contractor's primary contact for all services under this Agreement. Contractor shall meet on a monthly basis with MCAA's Director of Maintenance.
5. Annual Report Of Employees. Upon execution of this Agreement and thereafter on or before July 1 of each year, Contractor shall provide a list of all of its employees who are

employed at the Airport to MCAA. The list shall include the name, address, and telephone number of each Employee. Any addition or deletion to the list shall be promptly reported in writing to MCAA.

6. Badging Requirement. All employees of Contractor to perform work at the Missoula International Airport must apply for a badge to access the secured area of the Airport which includes a criminal background check. MCAA retains the right to refuse to badge any individual who, in MCAA's sole judgment, may be a security risk.
7. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of MCAA for any purpose. Contractor is not subject to the terms and provisions of MCAA's personnel policies handbook and may not be considered an MCAA employee for workers' compensation or any other purpose. Contractor is not authorized to represent MCAA or otherwise bind MCAA in any dealings between Contractor and any third parties. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent Contractor with respect to the other. Contractor will perform or provide its services free from the supervision, direction or control of MCAA. Contractor agrees that it shall comply with the applicable requirements of Montana law relating to worker's compensation insurance. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.
8. Compliance with Laws. Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by MCAA, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or MCAA including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or MCAA by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Contractor, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against MCAA, then, in addition to any other remedies available to MCAA, Contractor will be responsible and will reimburse MCAA in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days from the date of the invoice or written notice.
9. Assignability. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of MCAA.

10. Indemnification. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save MCAA, its officers, agents and employees harmless from and against any and all losses, damage, liability, claims, expenses, costs, fines, including but not limited to attorney's fees and court costs, and causes of action of every kind and character occasioned by, growing out of, or in any way arising or resulting from Contractor's presence on or use or occupancy of the Airport, Contractor's acts, omissions, negligence, activities, operations, or negligence; Contractor's performance, non-performance or purported performance of this Agreement; or any breach by Contractor of the terms of this Agreement or any such acts, omissions, negligence, activities, operations or negligence of Contractor's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Contractor, that results in any bodily injury (including death) or any damage to property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless or whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Contractor shall have the duty to defend MCAA, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, MCAA, or any indemnified party. The duty to defend arises immediately upon written presentation of a claim to the Contractor.

11. Insurance. Contractor will be required to maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Contractor shall purchase and maintain workers' compensation coverage for all employees engaged in services at the Airport in accordance with state and federal law.

All insurance policies required, including workers' compensation insurance, must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to provide proof of insurance prior to commencing work under this Agreement. MCAA must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise agreed to in writing by MCAA.

Contractor shall secure a Fidelity Bond issued by a bonding company currently licensed to do business in the State of Montana. The Fidelity Bond shall cover each employee of the Contractor to insure the faithful and honest conduct of each such employee.

12. Modifications. This Agreement may be modified in writing at any time by mutual agreement of MCAA and Contractor.
13. Nondiscrimination. During the performance of this contract, the Contractor, for itself, its assignees, and successors in, agrees as follows:

- a. 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.
- b. Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin
- d. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MCAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to MCAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information
- e. In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. The Contractor 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 Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request MCAA to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United

States.

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

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

15. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC§ 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
 - 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);
 - 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);
 - The Age Discrimination Act of 1975, as amended (42 USC§ 6101 et seq.) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC§ 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 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;
 - The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
 - 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).
16. Certification Regarding Debarment. By entering into this Agreement, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
 17. Access to Records and Reports. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
 18. Occupational Safety and Health Act of 1970. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.
 19. Fair Labor Standards Act. The provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), are incorporated by reference herein with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.
 20. Trade Restriction Certification. Contractor hereby certifies that with respect to this contract, the Contractor -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

The Contractor agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offerer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

- 25. Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 26. Notices. A notice, demand or other communication under this Agreement by one party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and

- a. In the case of Contractor is addressed or delivered personally to:

Ralph and Tonya Gentile
Rising Fast Maintenance
P.O. Box 17917
Missoula, MT 59808

b. In the case of MCAA is addressed or delivered personally to:

Missoula County Airport Authority
5225 West Broadway
Missoula, MT 59808-9399
Attention: Brian Ellestad

27. **TERMINATION.** This Agreement may be terminated upon the following conditions:

- a. By written agreement of both parties to termination in thirty (30) days;
- b. By the Contractor for non-payment of monies due and payable. Termination under this provision shall require the Contractor to provide MCAA a thirty (30) day written demand for payment. The Contractor may terminate the Agreement if the Contractor has not received payment of monies due and payable within ten (10) days from receipt of demand;
- c. By MCAA for breach by the Contractor of its obligations as set forth in this Agreement. Termination under this provision shall require MCAA to provide the Contractor a thirty (30) day written notice specifying the breach of Contractor's obligation. MCAA may terminate the Agreement if the Contractor fails to cure the breach within 30 days from receipt of notice;

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- 28. Governing Law and Venue. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
- 29. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 30. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 31. Attorney Fees. In any action brought by either party to enforce any of the terms of this

Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.

32. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
33. Waiver. The failure of MCAA or Contractor to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
34. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
35. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Agreement as of the date first written above.

MISSOULA COUNTY AIRPORT AUTHORITY

By: Brian Ellestad, Airport Director

RISING FAST MAINTENANCE

By: _____

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 24th, 2025

1. **TITLE:** Neptune Lease Updates

Review, discussion, and possible approval of an update to Neptune Aviation Lease Agreements

ACTION ITEM.

2. **AGENDA CATEGORY:** (Please highlight)

UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** An internal, staff audit of the Neptune/NorthStar leases late last year revealed a couple of inconsistencies with lease boundaries that affect the actual square footage under agreement with MCAA. As a result of the audit, we removed one parcel from the lease that is no longer used by Northstar/Neptune, reduced the size of another parcel and added two additional parcels that had been overlooked. At Northstar/Neptune's request, we also consolidated the Northstar Air Express and Neptune leases into a single lease agreement under the Neptune brand. The overall impact of these changes will be an increase in annual lease revenue of \$7,179.30.

In addition, one parcel informally known as the "boat" will be covered under a short-term lease that will expire in two years. This parcel is currently used for temporary storage, and is slated for redevelopment for future airport needs, hence the shorter expiration date.

5. **BUDGET INFORMATION:** \$7,179.30/year (Increase)

6. **SUPPLEMENTAL AGENDA INFORMATION:** Neptune Lease Agreement

7. **RECOMMENDED MOTION:** Move to approve the updated to the Neptune Aviation Lease Agreements.

8. **PREPARED BY:** Tim Damrow, Deputy Director

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ___ day of June, 2025, by and between the MISSOULA COUNTY AIRPORT AUTHORITY, a municipal airport authority created pursuant to Montana law ("Lessor" or "MCAA") and NEPTUNE AVIATION SERVICES, Inc. a Montana corporation ("Lessee").

Recitals

1. The Missoula County Airport Authority (MCAA) owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport").
2. Lessee operates as a Fixed Based Operator from the location of the Airport (the Business).
3. Lessee leases property from MCAA under multiple prior lease agreements for which both parties intend to consolidate and streamline into this new Agreement for administrative purposes.
4. These prior lease agreements include:
 - a. January 27, 2015 Lease Agreement between MCAA and Neptune Aviation Services, Inc. DBA Northstar Jet for parcels described as: Parcel 1, Parcel 3, Parcel 4A, Parcel 10, Parcel 11, Parcel 12, Lot 9, Parcel 15 and the Fuel Farm Parcel.
 - b. July 1, 2015 Lease Agreement between MCAA and Neptune Aviation Services, Inc. for parcels described as: Parcel 5A, 6A, 7, 8, Storage Lot, and Plane Storage.
5. In addition to the desire to consolidate and streamline the prior lease agreements, certain corrections, additions and subtractions are needed to accurately reflect the Leased Property identified in this Agreement.
6. With this Agreement, MCAA and Lessee acknowledge the termination of the prior lease agreements referenced in Recital 3 and further acknowledge that this Agreement will serve as the sole and exclusive authority for the Lease Property.

NOW THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by both parties, the parties agree as follows:

1. Termination of Prior Agreements. The prior lease agreements referenced in Rectial 3 are terminated as of June 30, 2025, at 11:59 pm, and are no longer of any force or effect, except provisions specifically noted to survive an expiration and termination.

2. Lease. Lessor grants Lessee the use of the Leased Property as described below for the limited purposes and uses as set forth in this Agreement.
3. Leased Property. The property leased shall consist of the following areas as more particularly shown on the attached Exhibit A, B, C, D and E for a total of 877,515 square feet.
 - a. Parcel 1 consisting of 43,680 square feet described on Exhibit A
 - b. Parcel 2 consisting of 46,609 square feet described on Exhibit A
 - c. Parcel 3 consisting of 46,612 square feet described on Exhibit A
 - d. Parcel 4A consisting of 46,615 square feet described on Exhibit A
 - e. Parcels 10, 11, and 12 consisting of 138,434 square feet described on Exhibits A and B
 - f. Lot 9 consisting of 14, 645 square feet described on Exhibit A
 - g. Lot 16 consisting of 20, 631 square feet described on Exhibit A
 - h. Parcel 15 consisting of 21,810 square feet described on Exhibit A
 - i. Fuel Farm parcel consisting of 9,505 square feet described on Exhibit C
 - j. Parcel 5A consisting of 46,619 square feet described on Exhibit A
 - k. Parcel 6A consisting of 16,786 square feet described on Exhibit A
 - l. Parcel 7 consisting of 70,567 square feet described on Exhibit A
 - m. Parcel 8 consisting of 144,055 square feet described on Exhibit A
 - n. Self Fueling parcel consisting of 23,477 square feet described on Exhibit D
 - o. Storage Lot parcel consisting of 187,470 square feet described on Exhibit E
4. Term. The term of this Agreement shall commence on July 1, 2025 at 12:00 am and shall terminate at 11:59 p.m. on June 30, 2039, unless terminated sooner pursuant to the provisions of this Agreement.
5. Holding Over. In the event Lessee shall hold possession of the Leased Property after expiration or termination of this Agreement, then such holding shall be a holdover tenancy from month to month and is otherwise governed by the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use of the Leased Property by Lessee after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement governing Lessee's use of the Leased Property.
6. Rents and Fees. Effective July1, 2025, Lessee agrees to pay to MCAA a ground rent of \$0.185 per square foot per year based on the square footage of the Leased Property ("Rent").
 - a. Rent Adjustments. The amount of the Rent shall be adjusted from time to time, but not more frequently than annually, to the rate specified per square foot per year (not to exceed a 3% annual increase) by Resolution of the Missoula County Airport

Authority Board of Commissioners ("Rate Resolution"). New Rate Resolutions shall be adopted annually at a regular meeting of the MCAA Board of Commissioners and the adjusted Rent payment shall be effective on the first day of July. Resolutions shall be adopted pursuant to state and local regulations, including open meeting and notice laws. All rents and fees due hereunder shall be paid in twelve equal installments, due and payable on the first day of each month.

- b. Other Fees. All operations of Lessee conducted under this Agreement are subject to all other normal and customary fees as may be established and set by MCAA from time to time and which are applicable to Lessee's operations, including but not limited to landing fees and/or fuel flowage fees. Lessee shall comply with all reporting procedures which have been or may be established by the Lessor regarding such fees. Any such fees owed by Lessee will be billed on at least a quarterly basis and are due upon receipt of the invoice. Lessor reserves the right to conduct such audits and inspections of Lessee's records as may be reasonably required to determine compliance with reporting requirements for any of Lessee's operations at the Airport.
 - c. Late Charge. Lessee must pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate set forth in this Agreement from the date due until paid. Lessee will be in default under this Agreement until the late charges are paid in full.
 - d. Place of Payment. All payments made under this Agreement will be sent to MCAA at the address set forth in this Agreement, or to whatever other person and/or address MCAA designates in writing.
7. Taxes and Assessments. Lessee shall timely pay any and all taxes, fees, assessments and charges owed as a result of or arising out of Lessee's use and occupancy of the Leased Property as set forth in the Primary Guiding Documents. If requested in writing by MCAA, Lessee shall provide MCAA with proof of payment of all such taxes and assessments.
8. Utilities. Lessee is responsible for contracting and paying for all utilities and services furnished to the Leased Property during the term of this Agreement, including but not limited to electric, gas, water, sewer, garbage, alarm, telephone, janitorial, lawn mowing, landscaping maintenance, and snow removal services. Lessee shall be responsible for payment prior to their delinquency date of all charges for utilities and services supplied to the Leased Property, including any special improvement district assessments levied by government authorities which are applicable to Lessee's improvements.

With respect to water and sewer for the Leased Property, MCAA contracts with the City of Missoula for all water supplied to the Airport. Lessee is responsible for the cost of all water used by Lessee. To facilitate the allocation of the water billing, Lessee must install and maintain a water meter and any necessary related equipment on any lines delivering water to the Leased Property. MCAA calculates the water and sewer charges annually, based on the prior year's usage. Water and sewer will be invoiced monthly with Rent and is due and payable on the first day of the month following the billing.

9. Use of Leased Property. Lessee's use of the Leased Property pursuant to this Lease is limited to the following:
- a. Sale of new and used aircraft, may include both retail and wholesale;
 - b. Sale of aircraft parts and accessories, may include both retail and wholesale;
 - c. Sale of new and used radio and all other aviation electronic equipment including
 - d. aircraft instruments;
 - e. Sale of navigational and airman's supplies and accessories;
 - f. Subject to MCAA's fire safety regulations dealing with dispensing of aviation fuels, the sale of aircraft fuel, engine oil, and lubricants, including the right to handle "into plane deliveries" of aviation fuels and lubricants. Said sales are subject to the payment of a fuel flowage fee payable to Lessor in an amount determined from time to time by Lessor;
 - g. Flight operations including flight training, demonstration of aircraft for sale, charter and air taxi service;
 - h. Maintenance, repair, overhaul and modifications of all types of aircraft, aircraft engines, airframes, automatic flight systems, instruments, radio, all electronic equipment, propellers and all other aircraft components;
 - i. Towing of disabled aircraft;
 - j. Financing, leasing and insuring of aircraft;
 - k. Loading and unloading of aircraft in any lawful business;
 - l. The installation of food vending equipment and/or coffee equipment for the purpose of serving Lessee's employees and customers;
 - m. Car rental service through concessionaires authorized by Lessor to operate in the Airport Terminal;
 - n. Line service for the purpose of fueling, supplying engine oil, checking tire pressures and use of auxiliary service on the Leased Property or in the public transit area. Any service outside the Leased Property is specifically subject to rules and regulations as may be promulgated from time to time by Lessor. All such fueling of aircraft shall be in compliance with the fire safety regulations dealing with the dispensing of aviation fuels;
 - o. Maintenance and servicing of automotive ramp equipment;
 - p. Providing aircraft storage and tie-down facilities;
 - q. Providing office space to aircraft customers;
 - r. Operation of a Fuel Farm for storage of aviation fuels only in the area of the Leased Property which is set aside for this use subject to any federal, state, local or MCM regulations related to the storage and dispensing of aviation fuels. This use

privilege shall be exercised only in the event that Lessee is the holder of any necessary licenses for the operation of an airport fuel facility;

No other uses or operations are permitted under this Agreement without the prior written approval of Lessor. Lessee must submit to Lessor a detailed written description of proposed new uses or operations. Lessor's consent will not be unreasonably withheld provided that the new use or operation is:

- a. Consistent with MCAA's overall mission;
- b. In compliance with MCAA's grant assurances to the FAA;
- c. Compatible and consistent with current and planned future uses of the Airport's facilities and property;
- d. In compliance with all applicable federal, state and local laws, regulations and/or ordinances; and
- e. Consistent with MCAA policies as they may exist at the time of the proposed new use or operation.

10. Applicable Laws. The Agreement is subject to all applicable federal, state and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana and Missoula County Airport Authority. Lessee agrees to comply with all such laws and regulations in all its operations on and uses of the Leased Property, including MCAA's Primary Guiding Documents. Lessee is bound by and subject to the provisions of the Primary Guiding Documents as they may be amended from time to time.

11. Badging Requirements. Lessee, its employees and/or contractors that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Lessee, its employees, and contractors will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Lessee and their employees and contractors shall comply with all security related audits, inspections, and screenings. Lessee will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. Lessee shall be invoiced on a regular basis for badging fees as set forth in MCAA's Access Control Card Application. Fees shall be paid within 30 days of invoice.

12. MCAA's Reserved Rights. MCAA reserves the following rights:

- a. For the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Property, together with the right to cause in the airspace such noise as may be inherent in the operations of aircraft now known or hereafter used for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, and/or operating on the airport.

- b. The right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers or drains, pipelines, telephone and power lines and other such utility or service lines with necessary or convenient equipment and accessories over, in, upon, through, across, and along the Leased Property or any part thereof as will not unreasonably interfere with Lessee's operations under this Agreement and to enter upon the Leased Property for any and all such purposes. MCAA further reserves the right to grant franchises, easements, rights-of-way and permits in, over and upon, along or across any and all such portions of the Leased Property as MCAA may elect so to do.
 - c. The right to further develop or improve its property as it sees fit regardless of the desires or views of Lessee and without interference or hindrance from Lessee.
 - d. The right to grant easements, rights of way and permits in, over and upon, along or across any and all such portions of the Leased Property as Lessor may elect to do. The exercise of any rights under this sub-section are subject to the following conditions:
 - i. No right of the Lessor provided for herein shall be exercised so as to interfere unreasonably with the Lessee's operations under this Agreement.
 - ii. Lessor agrees to consult with Lessee concerning construction activities which may impact Lessee's operations.
 - iii. Lessor agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Lessee.
 - iv. Lessor agrees that it will cause the surface of the Leased Property to be restored to its previous condition upon the completion of any required construction.
 - e. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Lessee to use portions of the Airport outside the Leased Property are non-exclusive. MCAA reserves the right to grant similar privileges or leases to another operator or other operators on other parts of the Airport including for operations the same as or similar to Lessee's.
13. Obstructions and Airport Hazards Prohibited. Lessee expressly agrees to restrict the height of structures, objects, natural growth and vegetation, and any other obstructions on the Leased Property to such a height as to comply with FAA rules and regulations. Lessee expressly agrees to prevent any use of the Leased Property that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

14. Existing Easements. Lessee accepts the Leased Property subject to any and all existing easements, liens or other encumbrances.
15. Lease Subordinate to Rights of the U.S. Government. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America relative to the development, operation, or maintenance of the Airport. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
16. Construction on or Alteration of the Leased Property. The following terms and conditions shall govern the alteration or construction of any improvements, buildings or structures on the Leased Property and any alterations of such buildings or structures:
- a. Prior to commencing construction or alteration of any improvements on the leased property, Lessee must comply with the notification and review requirements of Title 14, Part 77 of the Federal Aviation Administration regulations as the same may be amended from time to time or such other regulations replacing Part 77 as may be adopted by the Federal Aviation Administration. Lessee shall comply with the MCAA Development Guidelines and any other applicable provisions in MCAA's Primary Guiding Documents. The Development Guidelines and Primary Guiding Documents require, in part, that the Lessee submit plans and specifications for the proposed construction to MCAA or its designate and that the plans and specification be approved in writing prior to the commencement of construction.
 - b. Prior to beginning any construction on or alteration to the Leased Property, Lessee must obtain all building or construction permits or licenses applicable to the project. To the extent necessary for any construction undertaken on the Leased Property by Lessee, Lessee shall pay for the movement, installation and/or replacement of any utility, sewer, electrical, gas, phone, water and any other utility or service lines within the Leased Property. To the extent necessary for any construction undertaken on the Leased Property by Lessee, Lessee will pay the cost of bringing electrical, gas, phone and water lines and any other necessary utilities to the nearest boundary line of the Leased Property from where they are currently located. Lessee will pay for and install any meters and/or related equipment on any utilities supplied to the Leased Property as may be necessary to allocate the cost of the monthly utility services to Lessee.
 - c. Upon completion of any construction work on the Leased Property, Lessee shall submit to MCAA a written certification from an architect licensed in the state of Montana or certified plans and statement provided by the builder that the work has been completed in compliance with the plans and specifications and in compliance with Montana State and Federal applicable laws and regulations, including building, fire and safety codes.

17. Liens and Encumbrances. Lessee agrees to keep the Leased Property free of construction liens or other similar liens and encumbrances. Lessee agrees to indemnify and hold MCAA harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any work done, labor performed or materials furnished to or at the Leased Property, including attorney fees, expenses and costs. This paragraph does not prohibit Lessee from granting consensual mortgages and/or liens on its leasehold interest and any structures or building placed on the Leased Property, provided Lessee obtains MCAA's prior written approval for such liens as required by MCAA's Primary Guiding Documents.
18. Reports. Lessee shall submit a written report of the following information within ten (10) days after receipt of a written request from MCAA. The reports shall be prepared on a form supplied by MCAA. Any additions or deletions to the information shown in the report shall be promptly reported in writing to MCAA.
- a. A list of all Lessee's employees who are employed at the Airport, including the employees' name, address, and telephone number.
 - b. A list of all aircraft located on or based from the Leased Property, including aircraft year, make, model, and registration number.
 - c. A list of all Lessee's subleases and copies of lease agreements.
19. Maintenance of Leased Property. Lessee is responsible for all maintenance, cleaning and repair of the Leased Property, including the specific items set forth in this section and any requirements set forth in MCAA's Primary Guiding Documents. If the Leased Property is not properly maintained as required, MCAA may cause such repair, maintenance and/or cleaning to be done after giving written notice to the Lessee. Lessee must pay the cost of such work within ten (10) days after being billed by MCAA.
- a. Lessee agrees to repair and maintain the Leased Property and all improvements in good order and repair, including but not limited to crack sealing, seal coating, sweeping and snow removal on any pavement or concrete aprons or taxiways located on the Leased Property.
 - b. Lessee agrees to keep the Leased Property and all improvements in a neat, clean and orderly condition including, but not limited to, the prevention of the accumulation of any trash, debris, litter, refuse or waste materials.
 - c. The long-term storage in the public view of materials/supplies, equipment (motorized equipment excepted), aircraft parts and packing materials and all other support items outside the facility is prohibited without MCAA's prior written approval. Any outdoor storage of any materials must comply with all applicable environmental requirements including but not limited to storm water pollution regulations.

- d. Lessee agrees to comply with all requirements of MCAA's Storm Water Pollution Prevention Plan ("SWPPP"), including but not limited to conducting and recording required inspections, and MCAA's Spill Prevention, Control and countermeasure Plan ("SPCC").
 - e. Any damages caused by Lessee's use and/or spillage of petroleum products on the apron shall be repaired by and at the sole expense of the Lessee after obtaining the prior written approval of MCAA of detailed plans for the repair work which meet or exceed the specifications set by MCAA. If Lessee fails to properly repair any such damage after written notice from MCAA, then MCAA may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs.
 - f. MCAA's representative shall have the right, 24 hours after written notice, to inspect the Leased Property to determine if Lessee is complying with the provisions of this Agreement. Lessee's representative may accompany MCAA's representative on all inspections.
20. Use of Public Airport Facilities. Lessee is granted the nonexclusive use of all public Airport facilities. All such use shall be in accordance with the laws of the United States of America, the State of Montana, and the rules and regulations promulgated by MCAA with reference to aviation, air navigation and general Airport operations.
21. Apron Repairs. Lessee acknowledges that it may be necessary for MCAA to do work on aprons or other areas within the Lease Property. During the time periods that a portion of the Leased Property is not available for use by Lessee due to work being performed by MCAA, the rent for that time period will be reduced pro rata based on the square footage of the area being worked on by MCAA. MCAA shall have no other obligations to Lessee and Lessee may not make any claim for expenses or lost revenue, profit or income resulting from the area not being available to Lessee because of MCAA's work within the Leased Property.
22. Apron Weight Limits. MCAA has and/or will set certain weight limitations for aircraft using the apron portion of the Leased Property or any connecting taxiways. The weight limitations, and any changes or updates, will be provided to Lessee in writing. Lessee must comply with all such weight limits in the use of the Leased Property and any connecting taxiways. Any damage caused by aircraft exceeding the weight limits shall be repaired by and at the sole expense of Lessee after obtaining the prior written approval of MCAA of detailed plans for the repair work which meet or exceed the specifications set by the Airport. If Lessee fails to properly repair any such damage within ten (10) days after written notice from the Airport, then MCAA may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs. The bill is due and payable upon receipt.

23. Use of Petroleum Products on Aprons: Any damages caused by Lessee's use and or spillage of petroleum products on the apron shall be repaired by and at the sole expense of Lessee after obtaining the prior written approval of Lessor of detailed plans for the repair work which meet or exceed the specifications set by Lessor. If Lessee fails to properly repair any such damage after written notice from Lessor, then Lessor may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs. Lessee's failure to promptly pay for such repairs is a material breach of this Lease.
24. Inspection. Lessor's representative shall have the right, after written notice, to inspect the Leased Property to determine if the provisions of this Lease are being complied with by Lessee. Lessee's representative may accompany the Lessor's representative on all inspections.
25. General Civil Rights Provisions. Non-Discrimination. In all its activities within the scope of its airport program, the Lessee 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.

If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and MCAA remains obligated to the Federal Aviation Administration.

26. Compliance with Nondiscrimination Requirements. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees as follows:
- a. Compliance with Regulations: The Lessee 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: Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee 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 Lessee 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 Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to MCAA 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 Lessee's noncompliance with the non-discrimination provisions of this contract, MCAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as MCAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request MCAA to enter into any litigation to protect the interests of MCAA. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

27. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees

to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 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);
- 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);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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).

28. Obligations of MCAA.

- a. MCAA covenants and agrees that upon execution of this Agreement, the Missoula County Airport Authority is the owner of the Leased Property and has good title thereto, free and clear of all liens and encumbrances having priority over this Agreement but subject to the normal and customary restrictions and limitations associated with a public airport and/or the limitations and restrictions set forth in this Agreement.
- b. MCAA warrants to Lessee peaceful possession and quiet enjoyment of the Leased Property during the term of this Agreement conditioned upon timely and complete performance of Lessee's obligations under this Agreement and subject to the limitations and restrictions set forth in this Agreement.
- c. MCAA covenants and agrees that during the term of this Agreement it will operate and maintain Missoula International Airport and its public airport facilities as a public airport consistent with and pursuant to the assurances given by MCAA to the United States Government under the Federal Airport Act. MCAA shall maintain access to the Terminal building and terminal ramp in good and adequate condition for use by vehicles and fuel trucks and shall maintain such access to the Leased Property during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.

29. Default by Lessee. In the event of a default by Lessee in the performance of any covenant, term, condition, or obligation or violation of any term of this Agreement and such default is not corrected within thirty (30) days after written notice to Lessee by MCAA, MCAA may pursue any and all legal remedies available. If the default is not capable of being corrected within thirty (30) days, then Lessee must commence corrective action within the thirty (30) days and diligently pursue it to completion.

30. MCAA's Rights Upon Default. If the MCAA notifies the Lessee in writing that it is in default under this Agreement, and the Lessee fails to cure the default within the time set forth in the notice, MCAA may, without making further notice or demand upon the Lessee, take any or all of the following actions:

- a. Leave this Agreement in effect, permit the Lessee to remain in possession of the Leased Property, and bring an action or actions against the Lessee to recover the amounts owed by the Lessee under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Lessee's failure to perform its obligations under this Agreement. The abandonment of the Leased Property by the Lessee will not affect the Lessee's obligations under this Agreement.

- b. Notify the Lessee in writing that the Agreement is terminated, and demand that the Lessee immediately relinquish possession of the Leased Property. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Lessee does not relinquish possession of the Leased Property, the MCAA may enter and take possession of the Leased Property, may remove the property and personnel of the Lessee from the Leased Property at the expense of the Lessee, and may store the Lessee's personal property in any reasonable manner and place selected by the MCAA, without liability for any physical damage or financial loss that may be caused to the Lessee by such removal. The Lessee agrees to reimburse the MCAA for all expenses of and all damage caused by the repossession of the Leased Property and the removal and storage of the Lessee's property.
 - c. Hold, renovate, or dispose of the Leased Property or any part of the Leased Property on any terms selected by the MCAA, free and clear of any rights of the Lessee and without any duty to account to the Lessee for any proceeds of the use of the Leased Property.
 - d. Relet the Leased Property in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses incurred in connection with retaking possession of, remodeling, and reletting the Leased Property, in payment of the Lessee's obligations under this Agreement, with the Lessee remaining responsible for any deficiency.
 - e. If Lessee's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Agreement requires it to maintain, or failure to pay any tax, assessment, or other charge which this Agreement requires it to pay, or failure to keep the Leased Property free from liens, levies and encumbrances, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, the MCAA will have the right, but not be obligated, to take that action itself, and to bill the Lessee for the costs of taking that action. If the Lessee fails to pay such costs with the next payment due under this Agreement, the Lessee agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6(j) and 6(k), respectively, of this Agreement.
 - f. Pursue any and all other rights or remedies available to MCAA at law or in equity.
31. Notice of Default Fee. If an event of default occurs and MCAA sends a notice of default to Lessee, Lessee must pay the MCAA \$300 per notice to reimburse MCAA for the costs of sending the notice of default. This fee will be set forth in the notice of default, and the default will not be considered cured until this fee is paid.

32. Hold Harmless. Lessee shall defend, indemnify, save, protect, and hold harmless MCAA and/or individually and collectively, its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse MCAA for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may be imposed upon, claimed against or incurred or suffered by MCAA and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from MCAA's negligence or willful misconduct: (a) any act, omission, or negligence of Lessee or Lessee's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Leased Premises, whether or not due to Lessee's own act or omission; (c) any condition created in or about the Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Lessee's obligations under this Agreement.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of Montana's principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Lessee or Lessee's employees, vendors, suppliers, contractors, or any other entity associated with Lessee or in the event any of these entities violates any environmental law, the Lessee shall accept total responsibility and defend, indemnify, save, protect, and hold harmless MCAA individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to MCAA individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Montana's governmental immunity act or similar statutory provision.

MCAA agrees to indemnify and hold Lessee and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Lessee, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of MCAA, its officers, agents or employees in the use of the Leased Property.

10. Removal or Sale of Improvements Upon Expiration or Termination.

- a. Upon the expiration of the final term of this Agreement or upon any termination of this Agreement, Lessee shall deliver possession of the Leased Property to MCAA in substantially the same condition that existed at the commencement of the FBO

Lease, which shall include the removal of any structures, fixtures, improvements or alterations to the Leased Property. Upon expiration or termination of Agreement, MCAA shall automatically have title to all structures, fixtures, installations and improvements made by Lessee upon the Leased Property that are not removed by Lessee prior to expiration or termination of this Agreement, except in the event of a holdover pursuant to §5 herein. In the event the Leased Property is not restored to substantially the same condition that existed at the start of the FBO Lease, MCAA may recover from Lessee the costs and expenses associated with restoring the Leased Property, including the disposal of any unwanted property and/or improvements left behind by Lessee. In addition, all rents and fees due under this Agreement shall continue at the normal rate until the Leased Property is returned to MCAA in the proper condition, until Lessor purchases all of Lessee's improvements, or until the effective date of a new lease to a third party as described below.

- b. In the event Lessee desires to sell any of the structures, installations and improvements located on the Leased Property to a third party upon expiration of this Agreement, Lessee must notify MCAA in writing of Lessee's intent to do so no later than one hundred eighty (180) days before the expiration of this Agreement. The notice must specify those items being offered for sale and must include a copy of a bona fide, binding, enforceable and fully executed written sale agreement with the third party. In its sole and absolute discretion, MCAA may elect to purchase all of the items proposed to be sold at the same price as that offered in writing by the third party. MCAA's purchase of the property is subject to FAA approval and other normal and customary requirements for the acquisition of property by MCAA. If no election is made by MCAA within sixty (60) days after the notice from Lessee, then the sale to the third party may proceed and all structures, installations and improvements located on the Leased Property must be removed in accordance with the requirements of this section. A sale of any structures, installations or improvements to a third party under this section does not include any right to operate on or from any part of the Leased Property nor to use any part of the Leased Property for any purpose except as may be necessary for removal of the improvements. If MCAA declines to purchase the property and the sale to the third party is not completed, then MCAA's rights to purchase the improvements under this provision shall continue to exist for all future potential sales to third parties.
- c. In the event Lessee desires to transfer and assign this Lease and the improvements to a successor or assign prior to the expiration, Lessee must notify Lessor in writing of its intent to do so no later than one (1) year before the expiration of this Lease. The notice must identify the proposed successor or assign and provide all the information required by Lessor's rules and regulations for prospective new Lessees as they may exist from time to time. The assignment will not be approved unless the new Lessee meets all applicable and customary criteria for Airport lessees. The new Lessee must specifically agree to be bound

by all terms and conditions of this Lease. In the event the assignment is not approved before expiration of this Lease, then Lessee must remove all structures, fixtures, improvements or alterations to the Leased Property pursuant to the provisions of sub-paragraph a of this section and any other applicable terms of this Lease. If a new or different use or operation is contemplated by the successor or assign, then Lessee and/or its proposed assignee must first obtain Lessor's written approval for a change in the uses or operations as required by the other provisions of this Lease contemporaneously with the request for approval of the sale and assignment.

11. Insurance. During the term of this Agreement, the Lessee will obtain and maintain the following kinds and amounts of insurance with respect to the Leased Property:

- a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit of bodily injury and property damage, and shall name MCAA as an additional insured.
- b. Property and casualty insurance with a reputable company insuring any personal property on the Leased Property against all risks in an amount not less than the replacement value of such items or One Million Dollars (\$1,000,000.00), whichever is higher.
- c. Any other insurance that is customarily required for the type of activity conducted by Lessee and that MCAA may request in writing.
- d. All such insurance policies will be in a form or forms which satisfy the requirements of MCAA's Primary Guiding Documents as the same may exist or be amended from time to time. Lessee shall deliver annually to MCAA a certificate of all required insurance showing it to be in effect and providing that it will not be canceled without at least thirty (30) days prior written notification to MCAA. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Lessee's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Lessee's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Lessee's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport.

12. Destruction of Leased Property. If the Leased Property or any part thereof is damaged or destroyed by reason of any cause other than Lessee's fault or negligence, the parties agree to commence and diligently pursue to completion the repair or reconstruction of the Leased Property by MCAA and Lessee's property by Lessee, in which event this

Agreement shall remain in full force and effect, or at Lessee's option, Lessee may terminate this Agreement upon written notice to MCAA within thirty (30) days after the damage or destruction of the Leased Property.

13. Abandonment. If Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the Leased Property thirty (30) days after such abandonment or dispossession shall be deemed to have been transferred to Lessor and Lessor shall have the right to remove and dispose of the same without liability to account to Lessee or to any person claiming under Lessee.
14. Termination by Lessee. If, during the term of this Agreement, any law or ordinance should come into effect which so restricts the use to which the Leased Property can be put that the Lessee is unable to use the Leased Property in the manner contemplated in this Agreement, then the Lessee may upon first obtaining written consent from the holder of any lien or encumbrance upon the Leased Property and upon thirty (30) days written notice to MCAA terminate this Agreement. In the event of termination by Lessee under this clause, Lessee shall pay to MCAA all rents and fees and other consideration up to the date of termination.
15. Termination by MCAA. In addition to termination resulting from Lessee's default, MCAA may terminate this Agreement with written notice to Lessee for the following reasons:
 - a. In the event that any court or governmental agency having jurisdiction over MCAA shall mandate the termination of this Agreement or mandate changes in the use of the Leased Property which prevent the Leased Property from being used in the manner contemplated by this Agreement.
 - b. If MCAA should require the Leased Property in connection with the future expansion and/or operation of the Airport.
 - c. If the MCAA alters its proposed plan of development of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.
 - d. If any other governmental agency assumes control of the Airport or any portion of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.

If this Agreement is terminated pursuant to the terms of this paragraph, Lessee shall have the right to lease from MCAA, to the extent of MCAA's ability to lease, a site similar in size to the Leased Property on the same terms and conditions as set forth in this Agreement provided suitable space is vacant and available at the Airport. In such an event, MCAA reserves the right in its sole and absolute discretion to relocate to the new site any of the facilities of Lessee consistent with federal and state laws. Any site relocation will be at the expense of MCAA provided, however, that MCAA shall not be liable for any damages for any loss of business or income resulting from such relocation. During the period of relocation, MCAA agrees to allow Lessee to operate from any existing feasible facilities or

temporary site which MCAA may then have available. In the event a new site is not provided, MCAA will comply with the applicable federal and state laws concerning Lessee's rights and property interests under this Agreement and nothing in this Agreement shall be construed to reduce the compensation or damages, if any, owed to Lessee from any such relocation, termination or taking.

16. Notices. All default or termination notices given or to be given by either party to the other shall be given in writing to the addresses set forth below or at such other addresses as the parties may by written notice designate; and
- a. Sent certified mail, return receipt requested; or
 - b. Given by email. Email notice will be effective on the next business day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

Airport Director
Missoula County Airport Authority
5225 Highway 10 West Box 25
Missoula, Montana 59808
bellestad@flymissoula.com

President
Neptune Aviation Services, Inc.
4301 Corporate Way
Missoula, Montana 59808

17. Hazardous Substances – Pollution Liability. For purposes of this Agreement, "Hazardous Substances" means asbestos and any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
- a. MCAA warrants and represents that to the best of its knowledge there are no existing hazardous substances, wastes or pollutants or any underground storage tanks on the Leased Property and that, to the best of its knowledge, no hazardous substances have been released or discharged by MCAA on the Leased Property including in the soil and groundwater. MCAA shall indemnify and hold harmless the Lessee against any and all costs, including fines, penalties or administrative costs that may be associated with a breach of this warranty and representation.
 - b. Lessee warrants and covenants that during the term of this Agreement it will not produce, handle, store, release, or dispose of hazardous substances on the Leased Property except as expressly authorized in this Agreement or by prior written permission from MCAA. The phrase "expressly authorized in this Agreement" means Lessee's use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Lessee's business on the Leased Property provided such use is in strict

compliance with this Agreement and all applicable environmental and safety laws, rules and regulations. Failure of Lessee to abide by the terms of this paragraph may be restrained by injunction, in addition to any other remedies available to MCAA.

- c. Lessee will give written notice to MCAA before storing, using, or disposing of any hazardous substances on the Leased Property. The notice will identify the hazardous substance, describe the manner in which it will be stored, used, or disposed of, and describe the manner in which any excess quantities of the hazardous substance or byproducts arising from the hazardous substance will be disposed of by Lessee. If MCAA objects to the storage, use, or disposal of a hazardous substance on the Leased Property, it may demand that Lessee refrain from or cease the activity objected to, and may demand that Lessee take any appropriate steps to remove the hazardous substance from the Leased Property. The failure of the Lessee to notify MCAA of the storage, use, or disposal of a hazardous substance on the Leased Property, or the failure of Lessee to comply with any demand of MCAA with respect to hazardous substances, will constitute an event of default under this Agreement.
- d. Any approved and authorized hazardous substances on the Leased Property will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances. MCAA has the right to inspect the Leased Property, 24 hours after giving written notice to the Lessee, to determine if the Lessee is storing, using, or disposing of any hazardous substances, and if so whether the Lessee is doing so properly.
- e. Lessee must immediately notify MCAA of any fuel spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substance in the Leased Property, any discovery of hazardous substances in the Leased Property, or of any notice by a governmental authority or private party alleging that a disposal or release of hazardous substances on or near the Leased Property may have occurred. Lessee will promptly deliver to MCAA copies of and provide complete access to any and all documents or information in its custody, control or possession, regarding hazardous substances including any such documents or information received from, or submitted by the Lessee to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Leased Property or the operations being conducted on the Leased Property.
- f. To the full extent permitted by applicable law, Lessee will defend, indemnify, and hold MCAA harmless from any and all costs, expenses, damages, assessments, remediation, claims, liabilities, fines, judgments, penalties, costs, suits, procedures, violations of environmental laws or regulations, and actions of any kind, including but not limited to attorney fees, arising out of or in any way

connected with any storage, use, spills, discharges, or releases of hazardous substances on the Leased Property caused by or arising from the fault, conduct, act, omission and/or negligence of Lessee and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Lessee shall continue for as long as MCAA remains responsible for any spills, discharges, or releases of hazardous substances.

- g. Upon expiration or termination of this Agreement, the Lessee will remove, to the satisfaction of MCAA, all hazardous substances released or deposited on the Leased Property, including in the soil and groundwater, by Lessee and/or its employees, agents, contractors, guests and/or invitees.
- h. If Lessee fails to comply with any applicable environmental laws, regulations or rules, MCAA, in addition to its rights and remedies to enter the Leased Property and improvements, may take necessary measures to ensure compliance with environmental requirements all at Lessee's expense.
- i. The provisions of this section shall survive any expiration or termination of this Agreement.

18. Assignment, Subletting and Encumbrances. Any subletting of all of Lessee's interest in the Leased Property or granting of any liens or encumbrances on the Leased Property or any part or portion thereof must first be approved in writing by MCAA pursuant to MCAA's Primary Guiding Documents. Any new Lessee or sub-Lessee must agree to be bound by and to comply with all provisions of this Agreement and must submit all information and documents required of new Lessees as set forth in the Primary Guiding Documents.

19. Time. Time is of the essence in this Agreement.

20. Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Agreement will fall upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the party having the privilege, right or duty will have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.

21. Place of Performance, Governing Law and Choice of Venue. The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.

22. Negotiation of This Agreement. The parties acknowledge that this Agreement is the result of substantial negotiations between the parties and should be construed in accordance with the fair intent and meaning of the language, considered in its entirety and not for or against either party, regardless of which party (or which party's attorney) prepared this

Agreement. Each party acknowledges that it has consulted with its own attorney in connection with the negotiation of this Agreement.

23. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
24. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
25. Attorney Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out of pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out of pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
26. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
27. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
28. Waiver. The failure of MCAA or Lessee to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
29. Successors in Interest. The terms, covenants and conditions of this Agreement apply to and are binding on the successors and assigns of the parties to this Agreement.
30. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.
31. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Delivery of an executed

counterpart of a signature page of the Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Agreement.

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

Missoula County Airport Authority

Neptune Aviation Services

By: Brian Ellestad, Airport Director

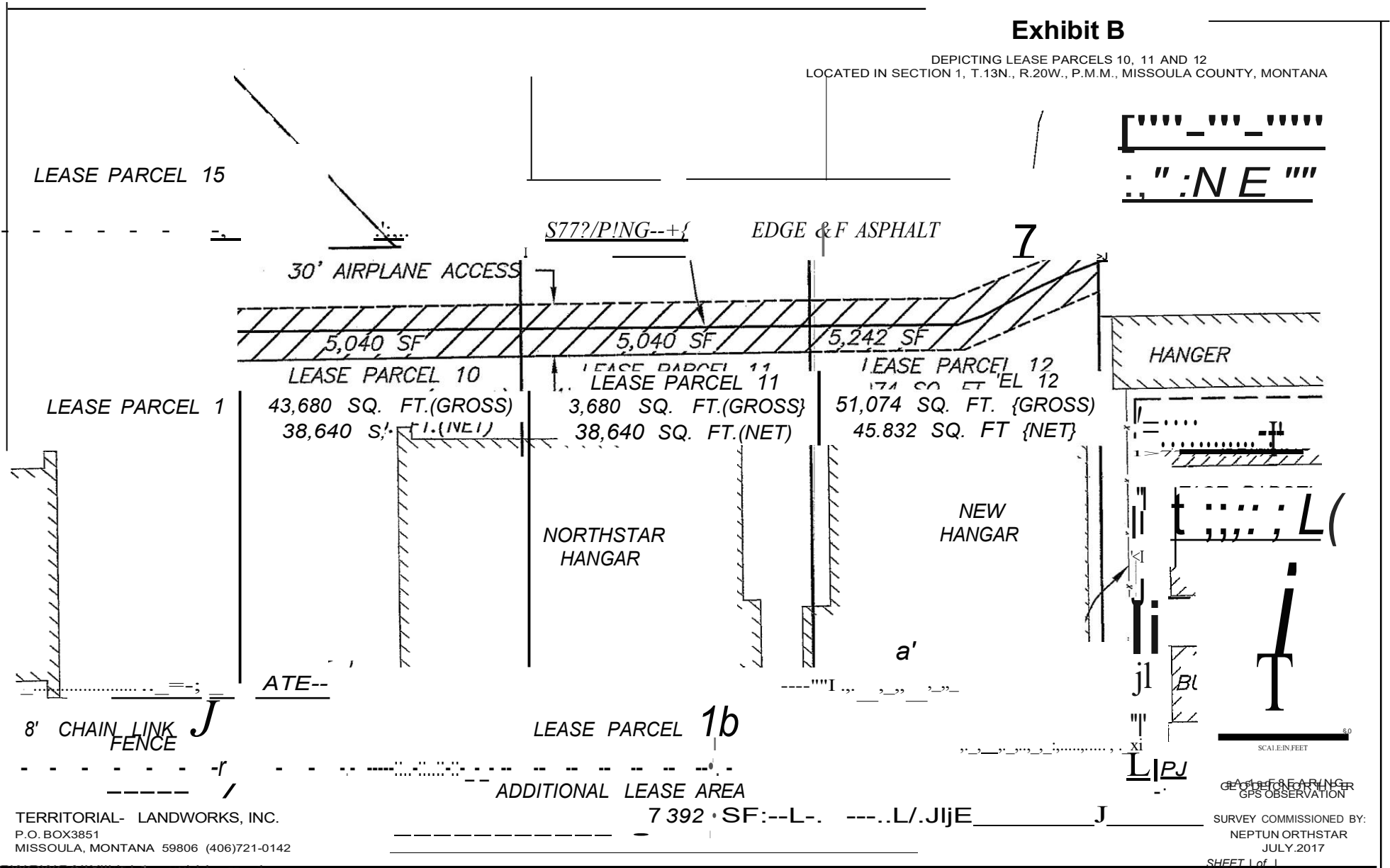
By: Jennifer Draughon, President

)J p,v.r\i., ('2. A-
 l,-/-Z015



Exhibit B

DEPICTING LEASE PARCELS 10, 11 AND 12
LOCATED IN SECTION 1, T.13N., R.20W., P.M.M., MISSOULA COUNTY, MONTANA



TERRITORIAL- LANDWORKS, INC.
P.O. BOX 3851
MISSOULA, MONTANA 59806 (406)721-0142

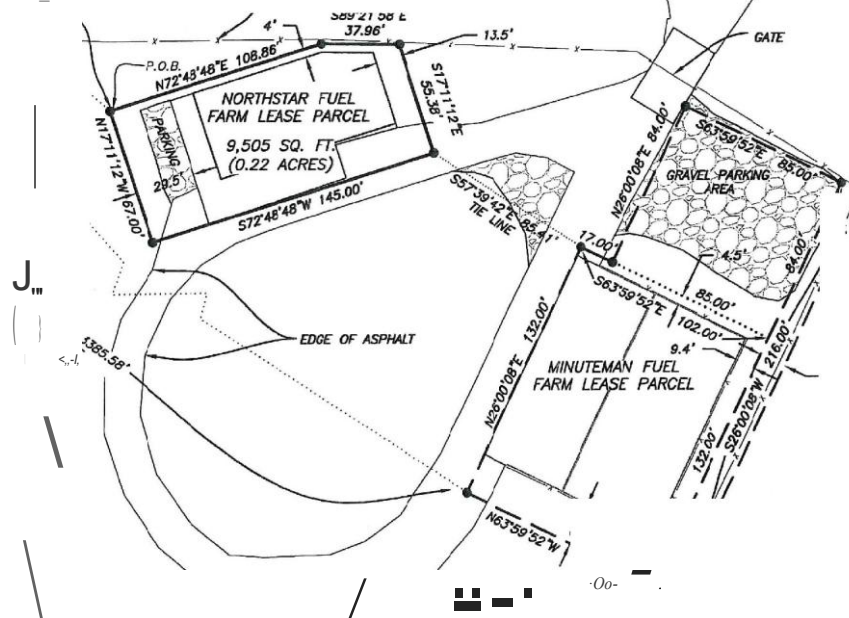
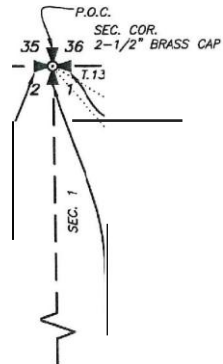
SURVEY COMMISSIONED BY:
NEPTUN ORTHSTAR
JULY 2017
SHEET 1 of 1

Exhibit C

DEPICTING NORTHSTAR FUEL FARM LEASE, LOCATED IN SECTION 1,
T.13N., R.20W., P.M.M., MISSOULA COUNTY, MONTANA

LEGEND

- SIT 5/8"x24" RAWL WITH
1-1/4" YPC (JACOBSON, L1748LS)
- 0 - FOUND MONUMENT AS NOTED
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING



2
11
12
SEC. COR.
2" IRON PIPE
W/ 3/8" REBAR

TERRITORIAL - LANDWORKS, INC.
P.O. BOX 3851
MISSOULA, MONTANA 59806 (406)721-0142

1/4 SECTION 1

1. JUN 2016

NORTHSTAR FUEL FARM LEASE - LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 20 WEST, P.M.M., MISSOULA COUNTY, MONTANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 20 WEST, P.M.M.; THENCE SOUTH 29°49'20" EAST, 3138.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 72°48'48" EAST, 108.86 FEET; THENCE SOUTH 89°21'58" EAST, 37.96 FEET; SOUTH 1°11'12" EAST, 55.38 FEET; THENCE SOUTH 72°48'48" WEST, 145.00 FEET; THENCE NORTH 1°11'12" WEST, 67.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 9,505 SQUARE FEET, MORE OR LESS.

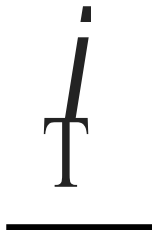
OR PORTAL WAY

SURVEYOR'S CERTIFICATION

I CERTIFY THAT THE ATTACHED DRAWING REPRESENTS
SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIATED BY COMPLETION
OF THE NECESSARY FIELD NOTES.

Matthew Jacobson
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR
MONTANA REGISTRATION NO. 13748LS

1147F



BASIS OF BEARING:
GEODETIC NORTH PER
GPS OBSERVATION

SURVEY COMMISSIONED BY:
MISSOULA COUNTY AIRPORT AUTHORITY
JULY, 2015

SHEET 1 of 3

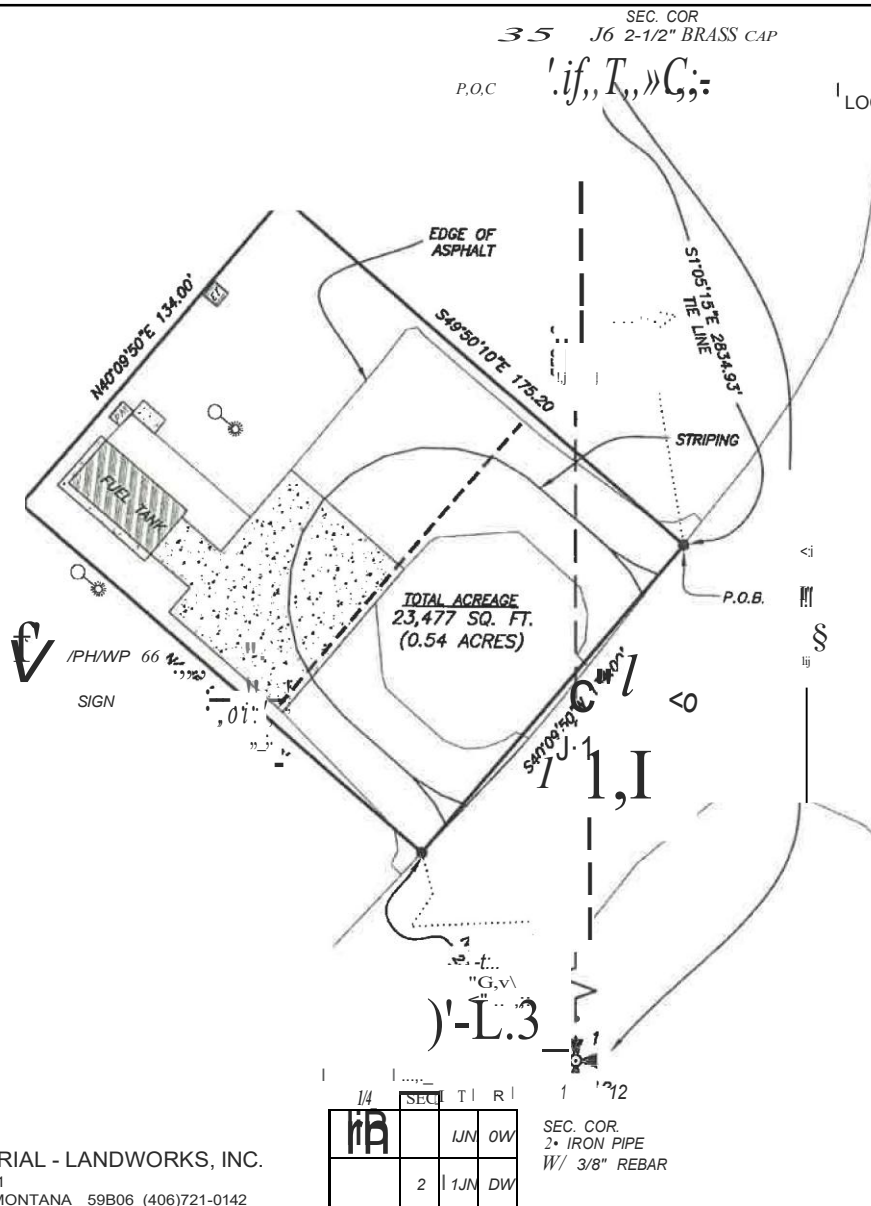


Exhibit D

DEPICTING NORTHSTAR/NEPTUNE FUEL FARM LEASE,
LOCATED IN SECTION 1 AND SECTION 2, T.13N., R.20W., P.M.M., MISSOULA COUNTY, MONTANA

NO RTHSTAR FULFARM LEASE - LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 13 NORTH, RANGE 20 WEST, P.M.M., MISSOULA COUNTY, MONTANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 20 WEST, P.M.M.; THENCE SOUTH 1°05'15" EAST, 2834.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 40°09'50" WEST, 14.00 FEET; THENCE NORTH 49°50'70" EAST, 175.20 FEET; THENCE NORTH 0°09'50" EAST, 134.00 FEET; THENCE SOUTH 49°50'10" EAST, 175.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,477 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY UNDER MY HAND AND SEAL, AND REPRESENTS

ON THE 4th DAY OF JAN

MONTANA REGISTRATION NO. 13748LS



LEGEND

- e = SET 5/8"x24" REBAR WITH
- t-1/4" YPC (JACOBSON, 1J74BLS)
- o = FOUND MONUMENT AS NOTED
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING

BASIS OF BEARING:
GEODETIC NORTH PER
GPS OBSERVATION

SURVEY COMMISSIONED BY:
MISSOULA COUNTY AIRPORT AUTHORITY
MARCH 20, 2018

SHEET 1 of 1

TERRITORIAL - LANDWORKS, INC.
P.O. BOX 3851
MISSOULA, MONTANA 59806 (406)721-0142

Exhibit E



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this__ day of June, 2025, by and between the MISSOULA COUNTY AIRPORT AUTHORITY, a municipal airport authority created pursuant to Montana law ("Lessor" or "MCAA") and NEPTUNE AVIATION SERVICES, Inc. a Montana corporation ("Lessee").

Recitals

1. The Missoula County Airport Authority (MCAA) owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport").
2. Lessee operates as a Fixed Based Operator from the location of the Airport (the Business).
3. Lessee has been using Airport property, identified herein as the Leased Property and further identified in the attachment labeled "Exhibit F", for the temporary outdoor parking of aircraft, vehicles and trailers.
4. MCAA and Lessee intend to formalize Lessee's use of the Leased Property through the execution of this Agreement.

NOW THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by both parties, the parties agree as follows:

1. Lease. Lessor grants Lessee the use of the Leased Property as described below for the limited purposes and uses as set forth in this Agreement.
2. Leased Property. The property leased shall consist of the 22,000 square foot lot informally referred to as "the Boat" and more particularly shown on the attachment labeled as "Exhibit F".
3. Term. The term of this Agreement shall commence on July 1, 2025, and continue for 2 (two) years, terminating on 11:59 p.m. on June 30, 2027, unless terminated sooner pursuant to the provisions of this Agreement.
4. Holding Over. In the event Lessee shall hold possession of the Leased Property after expiration or termination of this Agreement, then such holding shall be a holdover tenancy from month to month and is otherwise governed by the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use of the Leased Property by Lessee after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement governing Lessee's use of the Leased Property.

5. Rents and Fees. Effective July 1, 2025, Lessee agrees to pay to MCAA a ground rent of \$ 0.185 per square foot per year based on the square footage of the Leased Property ("Rent").
- a. Rent Adjustments. The amount of the Rent shall be adjusted from time to time, but not more frequently than annually, to the rate specified per square foot per year (not to exceed a 3% annual increase) by Resolution of the Missoula County Airport Authority Board of Commissioners ("Rate Resolution"). New Rate Resolutions shall be adopted annually at a regular meeting of the MCAA Board of Commissioners, and the adjusted Rent payment shall be effective on the first day of July. Resolutions shall be adopted pursuant to state and local regulations, including open meeting and notice laws. All rents and fees due hereunder shall be paid in twelve equal installments, due and payable on the first day of each month.
 - b. Other Fees. All operations of Lessee conducted under this Agreement are subject to all other normal and customary fees as may be established and set by MCAA from time to time and which are applicable to Lessee's operations, including but not limited to landing fees and/or fuel flowage fees. Lessee shall comply with all reporting procedures which have been or may be established by the Lessor regarding such fees. Any such fees owed by Lessee will be billed on at least a quarterly basis and are due upon receipt of the invoice. Lessor reserves the right to conduct such audits and inspections of Lessee's records as may be reasonably required to determine compliance with reporting requirements for any of Lessee's operations at the Airport.
 - c. Late Charge. Lessee must pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate set forth in this Agreement from the date due until paid. Lessee will be in default under this Agreement until the late charges are paid in full.
 - d. Place of Payment. All payments made under this Agreement will be sent to MCAA at the address set forth in this Agreement, or to whatever other person and/or address MCAA designates in writing.
6. Taxes and Assessments. Lessee shall timely pay any and all taxes, fees, assessments and charges owed as a result of or arising out of Lessee's use and occupancy of the Leased Property as set forth in the Primary Guiding Documents. If requested in writing by MCAA, Lessee shall provide MCAA with proof of payment of all such taxes and assessments.

7. Utilities. Lessee is responsible for contracting and paying for all utilities and services furnished to the Leased Property during the term of this Agreement, including but not limited to electric, gas, water, sewer, garbage, alarm, telephone, janitorial, lawn mowing, landscaping maintenance, and snow removal services. Lessee shall be responsible for payment prior to their delinquency date of all charges for utilities and services supplied to the Leased Property, including any special improvement district assessments levied by government authorities which are applicable to Lessee's improvements.
8. Use of Leased Property. Lessee's use of the Leased Property pursuant to this Lease is limited to the temporary outdoor parking of aircraft, vehicles and trailers in support of the Lessee's Business.

No other uses or operations are permitted under this Agreement without the prior written approval of Lessor. Lessee must submit to Lessor a detailed written description of proposed new uses or operations. Lessor's consent will not be unreasonably withheld provided that the new use or operation is:

- a. Consistent with MCAA's overall mission;
 - b. In compliance with MCAA's grant assurances to the FAA;
 - c. Compatible and consistent with current and planned future uses of the Airport's facilities and property;
 - d. In compliance with all applicable federal, state and local laws, regulations and/or ordinances; and
 - e. Consistent with MCAA policies as they may exist at the time of the proposed new use or operation.
10. Applicable Laws. The Agreement is subject to all applicable federal, state and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana and Missoula County Airport Authority. Lessee agrees to comply with all such laws and regulations in all its operations on and uses of the Leased Property, including MCAA's Primary Guiding Documents. Lessee is bound by and subject to the provisions of the Primary Guiding Documents as they may be amended from time to time.
11. Badging Requirements. Lessee, its employees and/or contractors that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entities having security jurisdiction at the Airport. Lessee, its employees, and contractors will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Lessee and their employees and contractors shall comply with all security related audits, inspections, and screenings. Lessee will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. Lessee

shall be invoiced on a regular basis for badging fees as set forth in MCAA's Access Control Card Application. Fees shall be paid within 30 days of invoice.

12. MCAA's Reserved Rights. MCAA reserves the following rights:

- a. For the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Property, together with the right to cause in the airspace such noise as may be inherent in the operations of aircraft now known or hereafter used for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, and/or operating on the airport.
- b. The right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers or drains, pipelines, telephone and power lines and other such utility or service lines with necessary or convenient equipment and accessories over, in, upon, through, across, and along the Leased Property or any part thereof as will not unreasonably interfere with Lessee's operations under this Agreement and to enter upon the Leased Property for any and all such purposes. MCAA further reserves the right to grant franchises, easements, rights-of-way and permits in, over and upon, along or across any and all such portions of the Leased Property as MCAA may elect so to do.
- c. The right to further develop or improve its property as it sees fit regardless of the desires or views of Lessee and without interference or hindrance from Lessee.
- d. The right to grant easements, rights of way and permits in, over and upon, along or across any and all such portions of the Leased Property as Lessor may elect to do. The exercise of any rights under this sub-section are subject to the following conditions:
 - i. No right of the Lessor provided for herein shall be exercised so as to interfere unreasonably with the Lessee's operations under this Agreement.
 - ii. Lessor agrees to consult with Lessee concerning construction activities which may impact Lessee's operations.
 - iii. Lessor agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Lessee.
 - iv. Lessor agrees that it will cause the surface of the Leased Property to be restored to its previous condition upon the completion of any required construction.
- e. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Lessee to use portions of the Airport outside the Leased Property are non-exclusive. MCAA reserves the right to grant similar privileges or

leases to another operator or other operators on other parts of the Airport including for operations the same as or similar to Lessee's.

13. Obstructions and Airport Hazards Prohibited. Lessee expressly agrees to restrict the height of structures, objects, natural growth and vegetation, and any other obstructions on the Leased Property to such a height as to comply with FAA rules and regulations. Lessee expressly agrees to prevent any use of the Leased Property that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.
14. Existing Easements. Lessee accepts the Leased Property subject to any and all existing easements, liens or other encumbrances.
15. Lease Subordinate to Rights of the U.S. Government. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America relative to the development, operation, or maintenance of the Airport. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
16. Construction on or Alteration of the Leased Property. The following terms and conditions shall govern the alteration or construction of any improvements, buildings or structures on the Leased Property and any alterations of such buildings or structures:
 - a. Prior to commencing construction or alteration of any improvements on the leased property, Lessee must comply with the notification and review requirements of Title 14, Part 77 of the Federal Aviation Administration regulations as the same may be amended from time to time or such other regulations replacing Part 77 as may be adopted by the Federal Aviation Administration. Lessee shall comply with the MCAA Development Guidelines and any other applicable provisions in MCAA's Primary Guiding Documents. The Development Guidelines and Primary Guiding Documents require, in part, that the Lessee submit plans and specifications for the proposed construction to MCAA or its designate and that the plans and specifications be approved in writing prior to the commencement of construction.
 - b. Prior to beginning any construction on or alteration to the Leased Property, Lessee must obtain all building or construction permits or licenses applicable to the project. To the extent necessary for any construction undertaken on the Leased Property by Lessee, Lessee shall pay for the movement, installation and/or replacement of any utility, sewer, electrical, gas, phone, water and any other utility or service lines within the Leased Property. To the extent necessary for any construction undertaken on the Leased Property by Lessee, Lessee will pay the cost of bringing electrical, gas, phone and water lines and any other necessary utilities to the nearest boundary line of the Leased Property from where they are currently located. Lessee will pay for and install any meters and/or related equipment on

any utilities supplied to the Leased Property as may be necessary to allocate the cost of the monthly utility services to Lessee.

- c. Upon completion of any construction work on the Leased Property, Lessee shall submit to MCAA a written certification from an architect licensed in the state of Montana or certified plans and statement provided by the builder that the work has been completed in compliance with the plans and specifications and in compliance with Montana State and Federal applicable laws and regulations, including building, fire and safety codes.

17. Liens and Encumbrances. Lessee agrees to keep the Leased Property free of construction liens or other similar liens and encumbrances. Lessee agrees to indemnify and hold MCAA harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any work done, labor performed or materials furnished to or at the Leased Property, including attorney fees, expenses and costs. This paragraph does not prohibit Lessee from granting consensual mortgages and/or liens on its leasehold interest and any structures or building placed on the Leased Property, provided Lessee obtains MCAA's prior written approval for such liens as required by MCAA's Primary Guiding Documents.

18. Reports. Lessee shall submit a written report of the following information within ten (10) days after receipt of a written request from MCAA. The reports shall be prepared on a form supplied by MCAA. Any additions or deletions to the information shown in the report shall be promptly reported in writing to MCAA.

- a. A list of all Lessee's employees who are employed at the Airport, including the employees' name, address, and telephone number.
- b. A list of all aircraft located on or based from the Leased Property, including aircraft year, make, model, and registration number.
- c. A list of all Lessee's subleases and copies of lease agreements.

19. Maintenance of Leased Property. Lessee is responsible for all maintenance, cleaning and repair of the Leased Property, including the specific items set forth in this section and any requirements set forth in MCAA's Primary Guiding Documents. If the Leased Property is not properly maintained as required, MCAA may cause such repair, maintenance and/or cleaning to be done after giving written notice to the Lessee. Lessee must pay the cost of such work within ten (10) days after being billed by MCAA.

- a. Lessee agrees to repair and maintain the Leased Property and all improvements in good order and repair, including but not limited to grading, coating, drainage, snow removal and other activities needed to maintain the Leased Property.

- b. Lessee agrees to keep the Leased Property and all improvements in a neat, clean and orderly condition including, but not limited to, the prevention of the accumulation of any trash, debris, litter, refuse or waste materials.
 - c. The long-term storage in the public view of materials/supplies, equipment (motorized equipment excepted), aircraft parts, packing materials and all other support items is prohibited without MCAA's prior written approval. Any outdoor storage of any materials must comply with all applicable environmental requirements including but not limited to storm water pollution regulations.
 - d. Lessee agrees to comply with all requirements of MCAA's Storm Water Pollution Prevention Plan ("SWPPP"), including but not limited to conducting and recording required inspections, and MCAA's Spill Prevention, Control and countermeasure Plan ("SPCC").
 - e. Any damages caused by Lessee's use and/or spillage of petroleum products on the apron shall be repaired by and at the sole expense of the Lessee after obtaining the prior written approval of MCM of detailed plans for the repair work which meet or exceed the specifications set by MCM. If Lessee fails to properly repair any such damage after written notice from MCM, then MCM may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs.
 - f. MCAA's representative shall have the right, 24 hours after written notice, to inspect the Leased Property to determine if Lessee is complying with the provisions of this Agreement. Lessee's representative may accompany MCAA's representative on all inspections.
20. Use of Public Airport Facilities. Lessee is granted the nonexclusive use of all public Airport facilities. All such use shall be in accordance with the laws of the United States of America, the State of Montana, and the rules and regulations promulgated by MCM with reference to aviation, air navigation and general Airport operations.
21. Apron Repairs. Lessee acknowledges that it may be necessary for MCM to do work on aprons or other areas within or adjacent to the Lease Property. During the time periods that a portion of the Leased Property is not available for use by Lessee due to work being performed by MCM, the rent for that time period will be reduced pro rata based on the square footage of the area being worked on by MCM. MCM shall have no other obligations to Lessee and Lessee may not make any claim for expenses or lost revenue, profit or income resulting from the area not being available to Lessee because of MCAA's work within the Leased Property.
22. Apron Weight Limits. MCM has and/or will set certain weight limitations for aircraft using the apron adjacent to the Leased Property. The weight limitations, and any changes or updates, will be provided to Lessee in writing. Lessee must comply with all such weight

limits in the use of the aprons and any connecting taxiways adjacent to the Leased Property. Any damage caused by aircraft exceeding the weight limits shall be repaired by and at the sole expense of Lessee after obtaining the prior written approval of MCAA of detailed plans for the repair work which meet or exceed the specifications set by the Airport. If Lessee fails to properly repair any such damage within ten (10) days after written notice from the Airport, then MCAA may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs. The bill is due and payable upon receipt.

23. Use of Petroleum Products on Aprons: Any damages caused by Lessee's use and or spillage of petroleum products on the Leased Property shall be repaired by and at the sole expense of Lessee after obtaining the prior written approval of Lessor of detailed plans for the repair work which meet or exceed the specifications set by Lessor. If Lessee fails to properly repair any such damage after written notice from Lessor, then Lessor may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs. Lessee's failure to promptly pay for such repairs is a material breach of this Lease.

24. Inspection. Lessor's representative shall have the right, after written notice, to inspect the Leased Property to determine if the provisions of this Lease are being complied with by Lessee. Lessee's representative may accompany MCAA's representative on all inspections.

25. General Civil Rights Provisions. Non-Discrimination. In all its activities within the scope of its airport program, the Lessee 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.

If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and MCAA remains obligated to the Federal Aviation Administration.

26. Compliance with Nondiscrimination Requirements. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Lessee 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: Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee 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 Lessee 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 Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to MCAA 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 Lessee's noncompliance with the non-discrimination provisions of this contract, MCAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as MCAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request MCAA to enter into any litigation to protect the interests of MCAA. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

27. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC§ 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 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);
- 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);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC§ 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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).

28. Obligations of MCM.

- a. MCM covenants and agrees that upon execution of this Agreement, the Missoula County Airport Authority is the owner of the Leased Property and has good title thereto, free and clear of all liens and encumbrances having priority over this Agreement but subject to the normal and customary restrictions and limitations associated with a public airport and/or the limitations and restrictions set forth in this Agreement.
- b. MCM warrants to Lessee peaceful possession and quiet enjoyment of the Leased Property during the term of this Agreement conditioned upon timely and complete performance of Lessee's obligations under this Agreement and subject to the limitations and restrictions set forth in this Agreement.
- c. MCM covenants and agrees that during the term of this Agreement it will operate and maintain Missoula International Airport and its public airport facilities as a public airport consistent with and pursuant to the assurances given by MCM to the United States Government under the Federal Airport Act. MCM shall maintain access to the Terminal building and terminal ramp in good and adequate condition for use by vehicles and fuel trucks and shall maintain such access to the Leased Property during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.

29. Default by Lessee. In the event of a default by Lessee in the performance of any covenant, term, condition, or obligation or violation of any term of this Agreement and such default is not corrected within thirty (30) days after written notice to Lessee by MCM, MCM may pursue any and all legal remedies available. If the default is not capable of being corrected within thirty (30) days, then Lessee must commence corrective action within thirty (30) days and diligently pursue it to completion.

30. MCM's Rights Upon Default. If the MCM notifies the Lessee in writing that it is in default under this Agreement, and the Lessee fails to cure the default within the time set forth in the notice, MCM may, without making further notice or demand upon the Lessee, take any or all of the following actions:

- a. Leave this Agreement in effect, permit the Lessee to remain in possession of the Leased Property, and bring an action or actions against the Lessee to recover the amounts owed by the Lessee under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Lessee's failure to perform its obligations under this Agreement. The abandonment of the Leased Property by the Lessee will not affect the Lessee's obligations under this Agreement.
- b. Notify the Lessee in writing that the Agreement is terminated, and demand that the Lessee immediately relinquish possession of the Leased Property. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Lessee does not relinquish possession of the Leased Property, the MCAA may enter and take possession of the Leased Property, may remove the property and personnel of the Lessee from the Leased Property at the expense of the Lessee, and may store the Lessee's personal property in any reasonable manner and place selected by the MCAA, without liability for any physical damage or financial loss that may be caused to the Lessee by such removal. The Lessee agrees to reimburse the MCAA for all expenses of and all damage caused by the repossession of the Leased Property and the removal and storage of the Lessee's property.
- c. Hold, renovate, or dispose of the Leased Property or any part of the Leased Property on any terms selected by the MCAA, free and clear of any rights of the Lessee and without any duty to account to the Lessee for any proceeds of the use of the Leased Property.
- d. Relet the Leased Property in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses incurred in connection with retaking possession of, remodeling, and reletting the Leased Property, in payment of the Lessee's obligations under this Agreement, with the Lessee remaining responsible for any deficiency.
- e. If Lessee's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Agreement requires it to maintain, or failure to pay any tax, assessment, or other charge which this Agreement requires it to pay, or failure to keep the Leased Property free from liens, levies and encumbrances, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, the MCAA will have the right, but not be obligated, to take that action itself, and to bill the Lessee for the costs of taking that action. If the Lessee fails to pay such costs with the next payment due under this Agreement, the Lessee agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6U) and 6(k), respectively, of this Agreement.

- f. Pursue any and all other rights or remedies available to MCAA at law or in equity.
31. Notice of Default Fee. If an event of default occurs and MCAA sends a notice of default to Lessee, Lessee must pay the MCAA \$300 per notice to reimburse MCAA for the costs of sending the notice of default. This fee will be set forth in the notice of default, and the default will not be considered cured until this fee is paid.
32. Hold Harmless. Lessee shall defend, indemnify, save, protect, and hold harmless MCAA and/or individually and collectively, its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse MCAA for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may be imposed upon, claimed against or incurred or suffered by MCAA and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from MCAA's negligence or willful misconduct: (a) any act, omission, or negligence of Lessee or Lessee's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Leased Premises, whether or not due to Lessee's own act or omission; (c) any condition created in or about the Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Lessee's obligations under this Agreement.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of Montana's principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Lessee or Lessee's employees, vendors, suppliers, contractors, or any other entity associated with Lessee or in the event any of these entities violates any environmental law, the Lessee shall accept total responsibility and defend, indemnify, save, protect, and hold harmless MCAA individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to MCAA individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Montana's governmental immunity act or similar statutory provision.

MCAA agrees to indemnify and hold Lessee and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Lessee, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising

out of or in any manner connected with the fault, negligence or lack of care of MCAA, its officers, agents or employees in the use of the Leased Property.

10. Removal or Sale of Improvements Upon Expiration or Termination.

- a. Upon the expiration of the final term of this Agreement or upon any termination of this Agreement, Lessee shall deliver possession of the Leased Property to MCAA in substantially the same condition that existed at the commencement of the FBO Lease, which shall include the removal of any structures, fixtures, improvements or alterations to the Leased Property. Upon expiration or termination of Agreement, MCAA shall automatically have title to all structures, fixtures, installations and improvements made by Lessee upon the Leased Property that are not removed by Lessee prior to expiration or termination of this Agreement, except in the event of a holdover pursuant to §5 herein. In the event the Leased Property is not restored to substantially the same condition that existed at the start of the FBO Lease, MCAA may recover from Lessee the costs and expenses associated with restoring the Leased Property, including the disposal of any unwanted property and/or improvements left behind by Lessee. In addition, all rents and fees due under this Agreement shall continue at the normal rate until the Leased Property is returned to MCAA in the proper condition, until Lessor purchases all of Lessee's improvements, or until the effective date of a new lease to a third party as described below.
- b. In the event Lessee desires to sell any of the structures, installations and improvements located on the Leased Property to a third party upon expiration of this Agreement, Lessee must notify MCAA in writing of Lessee's intent to do so no later than one hundred eighty (180) days before the expiration of this Agreement. The notice must specify those items being offered for sale and must include a copy of a bona fide, binding, enforceable and fully executed written sale agreement with the third party. In its sole and absolute discretion, MCAA may elect to purchase all of the items proposed to be sold at the same price as that offered in writing by the third party. MCAA's purchase of the property is subject to FAA approval and other normal and customary requirements for the acquisition of property by MCAA. If no election is made by MCAA within sixty (60) days after the notice from Lessee, then the sale to the third party may proceed and all structures, installations and improvements located on the Leased Property must be removed in accordance with the requirements of this section. A sale of any structures, installations or improvements to a third party under this section does not include any right to operate on or from any part of the Leased Property nor to use any part of the Leased Property for any purpose except as may be necessary for removal of the improvements. If MCAA declines to purchase the property and the sale to the third party is not completed, then MCAA's rights to purchase the improvements under this provision shall continue to exist for all future potential sales to third parties.

- c. In the event Lessee desires to transfer and assign this Lease and the improvements to a successor or assign prior to the expiration, Lessee must notify Lessor in writing of its intent to do so no later than one (1) year before the expiration of this Lease. The notice must identify the proposed successor or assign and provide all the information required by Lessor's rules and regulations for prospective new Lessees as they may exist from time to time. The assignment will not be approved unless the new Lessee meets all applicable and customary criteria for Airport lessees. The new Lessee must specifically agree to be bound by all terms and conditions of this Lease. In the event the assignment is not approved before expiration of this Lease, then Lessee must remove all structures, fixtures, improvements or alterations to the Leased Property pursuant to the provisions of sub-paragraph a of this section and any other applicable terms of this Lease. If a new or different use or operation is contemplated by the successor or assign, then Lessee and/or its proposed assignee must first obtain Lessor's written approval for a change in the uses or operations as required by the other provisions of this Lease contemporaneously with the request for approval of the sale and assignment.

11. Insurance. During the term of this Agreement, the Lessee will obtain and maintain the following kinds and amounts of insurance with respect to the Leased Property:

- a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit of bodily injury and property damage, and shall name MCAA as an additional insured.
- b. Property and casualty insurance with a reputable company insuring any personal property on the Leased Property against all risks in an amount not less than the replacement value of such items or One Million Dollars (\$1,000,000.00), whichever is higher.
- c. Any other insurance that is customarily required for the type of activity conducted by Lessee and that MCAA may request in writing.
- d. All such insurance policies will be in a form or forms which satisfy the requirements of MCAA's Primary Guiding Documents as the same may exist or be amended from time to time. Lessee shall deliver annually to MCAA a certificate of all required insurance showing it to be in effect and providing that it will not be canceled without at least thirty (30) days prior written notification to MCAA. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Lessee's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Lessee's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Lessee's

obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport.

12. Destruction of Leased Property. If the Leased Property or any part thereof is damaged or destroyed by reason of any cause other than Lessee's fault or negligence, the parties agree to commence and diligently pursue to completion the repair or reconstruction of the Leased Property by MCAA and Lessee's property by Lessee, in which event this Agreement shall remain in full force and effect, or at Lessee's option, Lessee may terminate this Agreement upon written notice to MCAA within thirty (30) days after the damage or destruction of the Leased Property.
13. Abandonment. If Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the Leased Property thirty (30) days after such abandonment or dispossession shall be deemed to have been transferred to Lessor and Lessor shall have the right to remove and dispose of the same without liability to account to Lessee or to any person claiming under Lessee.
14. Termination by Lessee. If, during the term of this Agreement, any law or ordinance should come into effect which so restricts the use to which the Leased Property can be put that the Lessee is unable to use the Leased Property in the manner contemplated in this Agreement, then the Lessee may upon first obtaining written consent from the holder of any lien or encumbrance upon the Leased Property and upon thirty (30) days written notice to MCAA terminate this Agreement. In the event of termination by Lessee under this clause, Lessee shall pay to MCAA all rents and fees and other consideration up to the date of termination.
15. Termination by MCAA. In addition to termination resulting from Lessee's default, MCAA may terminate this Agreement with written notice to Lessee for the following reasons:
 - a. In the event that any court or governmental agency having jurisdiction over MCAA shall mandate the termination of this Agreement or mandate changes in the use of the Leased Property which prevent the Leased Property from being used in the manner contemplated by this Agreement.
 - b. If MCAA should require the Leased Property in connection with the future expansion and/or operation of the Airport.
 - c. If the MCAA alters its proposed plan of development of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.
 - d. If any other governmental agency assumes control of the Airport or any portion of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.

If this Agreement is terminated pursuant to the terms of this paragraph, Lessee shall have the right to lease from MCAA, to the extent of MCAA's ability to lease, a site similar in size to the Leased Property on the same terms and conditions as set forth in this Agreement provided suitable space is vacant and available at the Airport. In such an event, MCAA reserves the right in its sole and absolute discretion to relocate to the new site any of the facilities of Lessee consistent with federal and state laws. Any site relocation will be at the expense of MCAA provided, however, that MCAA shall not be liable for any damages for any loss of business or income resulting from such relocation. During the period of relocation, MCAA agrees to allow Lessee to operate from any existing feasible facilities or temporary site which MCAA may then have available. In the event a new site is not provided, MCAA will comply with the applicable federal and state laws concerning Lessee's rights and property interests under this Agreement and nothing in this Agreement shall be construed to reduce the compensation or damages, if any, owed to Lessee from any such relocation, termination or taking.

16. Notices. All default or termination notices given or to be given by either party to the other shall be given in writing to the addresses set forth below or at such other addresses as the parties may by written notice designate; and
- a. Sent certified mail, return receipt requested; or
 - b. Given by email. Email notice will be effective on the next business day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

Airport Director
Missoula County Airport Authority
5225 Highway 10 West Box 25
Missoula, Montana 59808
bellestad@flymissoula.com

President
Neptune Aviation Services, Inc.
4301 Corporate Way
Missoula, Montana 59808
email?

17. Hazardous Substances - Pollution Liability. For purposes of this Agreement, "Hazardous Substances" means asbestos and any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
- a. MCAA warrants and represents that to the best of its knowledge there are no existing hazardous substances, wastes or pollutants or any underground storage tanks on the Leased Property and that, to the best of its knowledge, no hazardous substances have been released or discharged by MCAA on the Leased Property including in the soil and groundwater. MCAA shall indemnify and hold harmless

the Lessee against any and all costs, including fines, penalties or administrative costs that may be associated with a breach of this warranty and representation.

- b. Lessee warrants and covenants that during the term of this Agreement it will not produce, handle, store, release, or dispose of hazardous substances on the Leased Property except as expressly authorized in this Agreement or by prior written permission from MCAA. The phrase "expressly authorized in this Agreement" means Lessee's use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Lessee's business on the Leased Property provided such use is in strict compliance with this Agreement and all applicable environmental and safety laws, rules and regulations. Failure of Lessee to abide by the terms of this paragraph may be restrained by injunction, in addition to any other remedies available to **MCAA**.
- c. Lessee will give written notice to MCAA before storing, using, or disposing of any hazardous substances on the Leased Property. The notice will identify the hazardous substance, describe the manner in which it will be stored, used, or disposed of, and describe the manner in which any excess quantities of the hazardous substance or byproducts arising from the hazardous substance will be disposed of by Lessee. If MCAA objects to the storage, use, or disposal of a hazardous substance on the Leased Property, it may demand that Lessee refrain from or cease the activity objected to, and may demand that Lessee take any appropriate steps to remove the hazardous substance from the Leased Property. The failure of the Lessee to notify MCAA of the storage, use, or disposal of a hazardous substance on the Leased Property, or the failure of Lessee to comply with any demand of MCAA with respect to hazardous substances, will constitute an event of default under this Agreement.
- d. Any approved and authorized hazardous substances on the Leased Property will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances. MCAA has the right to inspect the Leased Property, 24 hours after giving written notice to the Lessee, to determine if the Lessee is storing, using, or disposing of any hazardous substances, and if so whether the Lessee is doing so properly.
- e. Lessee must immediately notify MCAA of any fuel spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substance in the Leased Property, any discovery of hazardous substances in the Leased Property, or of any notice by a governmental authority or private party alleging that a disposal or release of hazardous substances on or near the Leased Property may have occurred. Lessee will promptly deliver to MCAA copies of and provide complete access to any and all documents or information in its custody, control or possession, regarding hazardous substances including any such

documents or information received from, or submitted by the Lessee to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Leased Property or the operations being conducted on the Leased Property.

- f. To the full extent permitted by applicable law, Lessee will defend, indemnify, and hold MCM harmless from any and all costs, expenses, damages, assessments, remediation, claims, liabilities, fines, judgments, penalties, costs, suits, procedures, violations of environmental laws or regulations, and actions of any kind, including but not limited to attorney fees, arising out of or in any way connected with any storage, use, spills, discharges, or releases of hazardous substances on the Leased Property caused by or arising from the fault, conduct, act, omission and/or negligence of Lessee and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Lessee shall continue for as long as MCM remains responsible for any spills, discharges, or releases of hazardous substances.
 - g. Upon expiration or termination of this Agreement, the Lessee will remove, to the satisfaction of MCM, all hazardous substances released or deposited on the Leased Property, including in the soil and groundwater, by Lessee and/or its employees, agents, contractors, guests and/or invitees.
 - h. If Lessee fails to comply with any applicable environmental laws, regulations or rules, MCM, in addition to its rights and remedies to enter the Leased Property and improvements, may take necessary measures to ensure compliance with environmental requirements all at Lessee's expense.
 - i. The provisions of this section shall survive any expiration or termination of this Agreement.
18. Assignment, Subletting and Encumbrances. Any subletting of all of Lessee's interest in the Leased Property or granting of any liens or encumbrances on the Leased Property or any part or portion thereof must first be approved in writing by MCM pursuant to MCAA's Primary Guiding Documents. Any new Lessee or sub-Lessee must agree to be bound by and to comply with all provisions of this Agreement and must submit all information and documents required of new Lessees as set forth in the Primary Guiding Documents.
19. Time. Time is of the essence in this Agreement.
20. Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Agreement will fall upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the party having the privilege, right or duty will have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.

21. Place of Performance, Governing Law and Choice of Venue. The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
22. Negotiation of This Agreement. The parties acknowledge that this Agreement is the result of substantial negotiations between the parties and should be construed in accordance with the fair intent and meaning of the language, considered in its entirety and not for or against either party, regardless of which party (or which party's attorney) prepared this Agreement. Each party acknowledges that it has consulted with its own attorney in connection with the negotiation of this Agreement.
23. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
24. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
25. Attorney Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out of pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out of pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
26. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
27. Headings and Captions. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
28. Waiver. The failure of MCAA or Lessee to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.

29. Successors in Interest. The terms, covenants and conditions of this Agreement apply to and are binding on the successors and assigns of the parties to this Agreement.
30. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.
31. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of the Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Agreement.

Missoula County Airport Authority

Neptune Aviation Services

By: Brian Ellestad, Airport Director

By: Jennifer Draughon, President

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 24, 2025

1. **TITLE:** Fiscal Year 2026 Insurance Renewal Package

ACTION ITEM Review, discussion and possible approval of insurance renewal package and matters related thereto.

2. **AGENDA CATEGORY:** (Please highlight)

UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** Gallagher Risk Management Services, the Airports insurance broker, and MCAA staff have been working on a proposal for our FY26 insurance renewal. Our total insurance cost for FY25 was \$259,299. The FY26 package was quoted at \$387,342, representing an increase of approximately 49% or \$128,000/year. The increase is primarily related to the property line of business as the real property values and exposure increased by approximately \$133,000,000 compared to the previous fiscal year. The increase in real property values is primarily related to the east concourse being placed in service and other adjustments as a result of the independent insurance valuation performed in April 2025. The updated values are included in the Fiscal Year 2026 Insurance Executive Summary.

5. **BUDGET INFORMATION:**

Amount Required: \$387,342

Amount Budgeted: \$325,000

6. **SUPPLEMENTAL AGENDA INFORMATION:** Fiscal Year 2026 Insurance Executive Summary attached.

7. **RECOMMENDED MOTION:** Move to accept the Gallagher Insurance Renewal Package for Fiscal Year 2026 for a total of \$387,342.

8. **PREPARED BY:** William Parnell, Director of Finance and Administration

9. **COMMITTEE REVIEW:** None



Executive Summary

July 1, 2025-2026

Missoula County Aviation Authority

5225 W Broadway St
Missoula, MT 59808

Arthur J Gallagher Risk Management Services, Inc.

Nick Terlecki | Area Vice President
Nick_Terlecki@ajg.com | 407.923.2559

Tori Roberts | Area Assistant Vice President
Tori_Roberts@ajg.com | 513.977.3130
June 9th 2025



Gallagher

Insurance | Risk Management | Consulting

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Introduction

Thank you for this opportunity to present your renewal proposal program options and recommendations for your Property and Liability policies. This Executive Summary is a shorter version of your proposal and is intended to summarize the highlights and point you to any decisions that need to be made prior to binding. We highlight each **CORE360®** cost driver, beginning with Insurance Premiums and ending with Contractual Liability. This will not only organize the document but ensure that we are deliberate in driving value to each of your six cost drivers which represent your total cost of risk. It also follows the decisions made and action items we discussed in our Strategic Review; which serves as the basis for this proposal. We know that you have a choice and we appreciate your business and continued support.



Your Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Name/Title	Phone	Email	Role
Primary Service Team			
Nick Terlecki	407.923.2559	Nick_Terlecki@ajg.com	Primary Producer
Tori Roberts	216.246.5714	Tori_Roberts@ajg.com	Account Executive
Samantha Reilly	513.977.3157	Samantha_Rilly@ajg.com	Client Service Manager
Program Specialists			
Brad Meinhardt	702.998.3902	Brad_Meinhardt@ajg.com	Aviation Director
Rose Marie Norman	702.998.3870	Rosemarie_Norman@ajg.com	Aviation Client Service
Sandra Sierra	407.563.3531	Sandra_Sierra@ajg.com	Client Service Manager
Claims & Loss Control			
Jim Smith	561.998.6809	Jim_Smith@ajg.com	Loss Control Leader
Bart Douglas	305.639.3121	Bart_Douglas@ajg.com	Claims Advocate
Senior Resources			
Michael Gillon	407.563.3550	Michael_Gillon@ajg.com	Area President

Insurance Premiums

Line of Business	2024-2025	2025-2026	Change
Property	\$102,617	\$229,000	\$126,383
Auto	\$36,427	\$42,659	\$6,232
Inland Marine	\$31,800	\$31,800	\$0
Crime	\$600	\$600	\$0
Aviation Liability	\$72,367	\$72,367	\$0
Management Liability	\$8,087	\$8,492	\$405
Cyber	\$2,424	\$2,424	\$0
Total Annual Premium	\$254,322	\$387,342	\$133,020

Overall, this was a very successful renewal with the incumbent markets; we did market the Authority renewal to three additional markets, which two declined to quote the renewal due to the competitive premium and low deductibles. Chubb provided us an indication on the Property renewal which was 71% rate increase or \$400K. The property renewal was the only rate decrease in the package, all other increase were due to exposure increase. The Aviation Liability Renewal with Chubb was an overall flat due to the two year premium guarantee we received from them last year which keep premium stable with their continued growth going into 2025.

Property	22-23	23-24	24-25	25-26	% Change
TIV	\$75,879,494	\$75,879,494	\$75,879,494	\$173,136,322	128%
Rate	\$0.1030	\$0.1156	\$0.1352	\$0.1323	-2%
Premium	\$78,124	\$87,749	\$102,617	\$229,000	123%

Auto	22-23	23-24	24-25	25-26	% Change
Auto Count	20	23	23	28	22%
Rate	\$1,773	\$1,635	\$1,584	\$1,524	-4%
Premium	\$35,466	\$37,614	\$36,427	\$42,659	17%

Inland Marine	22-23	23-24	24-25	25-26	% Change
Limit	\$6,037,894	\$6,287,701	\$6,556,701	\$6,556,701	0%
	\$0.5051	\$0.4850	\$0.4850	\$0.4850	0%
Premium	\$30,495	\$30,495	\$31,800	\$31,800	0%

Crime	22-23	23-24	24-25	25-26	% Change
Limit	\$50,000	\$50,000	\$50,000	\$50,000	0%
Exposure		82	89	95	7%
Premium	\$483	\$515	\$600	\$600	0%

Package Total	22-23	23-24	24-25	25-26	% Change
Premium	\$144,568	\$156,373	\$171,444	\$304,059	10%

Aviation Liability	22-23	23-24	24-25	25-26	% Change
Enplanements FAA	425,093	458,429			
Client Reported Enplanements	425,000	460,000	500,000	500,000	0%
Rate	\$13.2	\$14.0	\$14.5	\$14.5	0%
Premium	\$56,180	\$64,607	\$72,367	\$72,367	0%

Management Liability	22-23	23-24	24-25	25-26	% Change
Limit	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	0%
Employees		82	89	95	7%
Premium	\$6,159	\$7,314	\$8,087	\$8,492	5%

Item	Cincinnati
Total Policy Aggregate	\$1,000,000
Forensic Information Review	\$500,000
Legal Review	\$500,000
Identity Recovery	\$25,000
Public Relations Services	\$500,000
Business Interruption Limit	\$500,000
Breach Response Limit	Included
Network Extortion Limit	\$25,000
PCI Fines	\$500,000
Retention (Each Coverage Part)	\$10,000
Premium	\$2,424

Uninsured & Uninsurable Losses

A current exposure that the Authority has is PFAS/PFOS within Firefighting Foam. This is currently excluded from all Pollution policies in the industry. We will continue to monitor regulations and changes for airports to keep the Authority up to date on any improvements or changes with PFAS Regulation



Loss Prevention & Claims

GALLAGHER SAFETY TRAINING & EDUCATION PLATFORM (STEP)



Safety training programs and educational material for employees are critical for reducing losses and minimizing your total cost of risk. Gallagher STEP features online training to support your safety program, provide real-time access to your loss control plans, and keep employees up to date with the latest safety standards.

The primary feature of Gallagher STEP is the safety training modules, available to all employees within your organization, regardless of size or location. Managers and employees gain annual access to 10 training modules at a time of their

choosing, with the opportunity to refresh the 10 modules annually. Courses can be opened and closed at any time depending on your risk management needs. There is unlimited user access, no per user fee, unlimited module access to allow real-time review, and additional modules from the 100+ library which can be added for a fee.

The list of currently available modules and descriptions is over 25 pages long and can be provided upon request. Some popular modules include:

- Sexual Harassment and Discrimination
- Slip, Trip, and Fall Training
- Electrical Safety Training
- Back Safety Training
- Blood-borne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

Thank You for Your Business

We have enjoyed our partnership and appreciate the continued time, support and confidence you have placed in us as your risk management team. This past year has been successful as evidenced by your scorecard. Your total cost of risk is being impacted favorably and our strategy for this upcoming renewal continues to focus on ways to improve this positive impact on your profitability. Thank you.

Location Number	Location Name	2025 Real Property Values	Personal Property Value	Fine Arts Value	Business Interruption, Rental Income & Extra Expense Value	Total Value
1	Terminal	123,900,000.00	\$733,394		\$1,500,000	\$126,133,394
2	Crash Fire Rescue	10,220,000.00	\$56,414			\$10,276,414
3	FAA-AFS-SFO Facilities	720,000.00	\$5,640			\$725,640
4	Hangar	7,600,000.00				\$7,600,000
5	Air Traffic Control Tower	3,825,000.00				\$3,825,000
6	Fencing, Gates, Lighting	1,000,000.00				\$1,000,000
7	Quick Turnaround Car Wash	4,650,000.00	\$104,874			\$4,754,874
8	Jet Bridge- AI A3-53/104-12SR	1,300,000.00				\$1,300,000
9	Jet Bridge- A2 A3-53/104-125R	1,300,000.00				\$1,300,000
10	Jet Bridge- A3 A3-53/104-125R	1,300,000.00				\$1,300,000
11	Jet Bridge- A4 A3-53/104-12SR	1,300,000.00				\$1,300,000
12	Shop Building	2,235,000.00				\$2,235,000
13	Materials Shed	115,000.00				\$115,000
14	Baggage Handling Equipment	4,000,000.00				\$4,000,000
15	Airport Property, Runways, and Fuel System	4,671,100.00				\$4,671,100
16	Jet Bridge - BI	1,300,000.00				\$1,300,000
17	Jet Bridge - B2	1,300,000.00				\$1,300,000
		\$170,736,100	\$900,322	\$0	\$1,500,000	\$173,136,422

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 24, 2025

1. **TITLE:** Fiscal Year 2026 Engagement Letter and Contract for Auditing Services
2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM
3. **TIME REQUIRED:** 10 minutes
4. **BACKGROUND INFORMATION:** The annual audit process includes the approval and execution of an Audit Engagement Letter and Standard Audit Contract which outlines the responsibilities of both the auditing firm and the Authority. The Authority has worked with the firm Moss Adams for its last two fiscal year audits. The firm of Baker Tilly recently consolidated with the firm Moss Adams, as a result, this proposed audit engagement letter and contract are under the business name of Baker Tilly.
5. **BUDGET INFORMATION:**
Amount Required:
Fees for the services will be \$74,945. This is broken down as follows:

Financial statement audit	\$55,125
Single audit (includes one major program)	\$8,820
Passenger facility charge audit	\$5,500
Assistance in drafting the financial statements	\$5,500

The Airport will also be billed for travel expenses, not to exceed \$7,875

Budget amount available: \$85,000
6. **SUPPLEMENTAL AGENDA INFORMATION:** The Audit Engagement Letter & Standard Audit Contract is attached.
7. **RECOMMENDED MOTION:** Move to approve the execution of the annual Audit Engagement Letter & Standard Audit Contract with Baker Tilly.
8. **PREPARED BY:** William Parnell, Director of Finance and Administration
9. **COMMITTEE REVIEW:** Finance Committee: January 14, 2025

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June 9, 2025

Board of Airport Commissioners and Management
Attn: William Parnell, Director of Finance and Administration
Missoula County Airport Authority
5255 Highway 10 West
Missoula, MT 59808

Re: Audit and Nonattest Services

Dear Board of Airport Commissioners and Management:

Thank you for the opportunity to provide services to Missoula County Airport Authority. This engagement letter ("Engagement Letter") and the attached Professional Services Agreement, which is incorporated by this reference (collectively, the "Agreement"), confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services Baker Tilly US ("Firm," "we," "us," and "our") will provide to Missoula County Airport Authority ("you," "your," and "Authority") subject to the terms and conditions of the Department of Administration Standard Audit Contract between Baker Tilly US and the Missoula County Airport Authority ("Contract").

Scope of Services – Audit

You have requested that we audit the Authority's financial statements, which comprise the statement of net position as of June 30, 2025, and the related statements of revenues, expenses, and changes in net position and cash flows for the year then ended, and the related notes to the financial statements. We will also report on whether the schedule of expenditures of federal awards, the schedule of passenger facility charges collected and expended, supplemental operating revenues, operating expenses, revenue bond coverage, and federally funded airport projects, presented as supplementary information, is fairly stated, in all material respects, in relation to the financial statements as a whole. We have not been engaged to report on whether the airport operations information, insurance in force schedule, and graphs, presented as other information, is fairly stated, in all material respects, in relation to the financial statements as a whole.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide assurance.

The following RSI will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Schedule of Proportionate Share of the PERS Net Pension Liability
- 3) Schedule of PERS Contributions
- 4) Notes to Required Supplementary Information

Scope of Services and Limitations – Nonattest

We will provide the Authority with the following nonattest services:

- 1) Assist you in drafting the financial statements and related footnotes as of and for the year ended June 30, 2025.

Our professional standards require that we remain independent with respect to our attest clients, including those situations where we also provide nonattest services such as those identified in the preceding paragraphs. As a result, Authority management must accept the responsibilities set forth below related to this engagement:

- Assume all management responsibilities.
- Oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to oversee our nonattest services. The individual is not required to possess the expertise to perform or reperform the services.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services performed.

It is our understanding that William Parnell, Director of Finance and Administration, has been designated by the Authority to oversee the nonattest services and that in the opinion of the Authority is qualified to oversee our nonattest services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Timing

Ashley Osten is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin our audit on approximately September 8, 2025, complete fieldwork on approximately September 12, 2025, and issue our report no later than December 15, 2025.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Fees

We estimate that our fees for the services will be \$74,945. This is broken down as follows:

Financial statement audit	\$55,125
Single audit (includes one major program)	\$8,820
Passenger facility charge audit	\$5,500
Assistance in drafting the financial statements	\$5,500

If additional major programs are identified, they will be billed separately at \$8,000 per major program. You will also be billed for travel expenses, not to exceed \$7,875.

If additional audit related reconciliations (considered outside the scope of our general audit procedures) are considered necessary, the limitations and the responsibilities Authority management must accept that are described in the “Scope of Services and Limitations – Nonattest” section of this letter will apply, and management will be required to designate an individual responsible for overseeing and monitoring this work. These nonattest services will be billed in excess of the fee noted above, at our standard hourly rates.

Reporting

We will issue a written report upon completion of our audit of the Authority’s financial statements. Our report will be addressed to the Board of Commissioners of the Missoula County Airport Authority of the Authority. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your financial statements for the year ended June 30, 2025.

At the conclusion of the engagement, we will complete the auditor section of the Data Collection Form and electronically sign the Data Collection Form that summarizes our findings. We will provide electronic copies of our reports to you; however, it is management’s responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan, as applicable) along with the Data Collection Form to the Federal Audit Clearinghouse. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors’ reports or nine months after the end of the audit period. At the conclusion of the engagement, we will make arrangements with management regarding Data Collection Form submission procedures.

Access to Records

Although Baker Tilly US may provide access to its working papers to the State and/or applicable oversight entities as set forth in Section 23 of the Contract, and notwithstanding any language to the contrary in the Contract, Authority shall not have access to Baker Tilly US’ working papers in order to protect the integrity of the audit.



Board of Airport Commissioners and Management
Attn: William Parnell, Director of Finance and Administration
Missoula County Airport Authority
June 9, 2025
Page 4 of 5

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this letter and return it to us with the Professional Services Agreement.

Very truly yours,

Baker Tilly US, LLP

Baker Tilly US, LLP

Enclosures

Accepted and Agreed:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of the Authority with respect to this engagement and the services to be provided by the Firm:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Client: #712927
v. 06/04/2025

PROFESSIONAL SERVICES AGREEMENT

Single Audit Version (Uniform Guidance)

This Professional Services Agreement (the “PSA”) together with the Engagement Letter, which is hereby incorporated by reference, represents the entire agreement (the “Agreement”) relating to services that the Firm will provide to the Authority. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Objectives of the Audit

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our audit are also to obtain reasonable assurance about whether the Authority has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major federal program.

The objectives also include reporting on the following:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.
- Internal control over compliance related to major federal programs and on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the audit requirements contained in OMB Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The reports on internal control and compliance will each include a statement that the purpose of the report is solely to: describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of the entity’s internal control over financial reporting or on compliance; describe the scope of testing internal control over compliance for major federal programs and major federal program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance; that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control over financial reporting and compliance and the OMB Uniform Guidance in considering internal control over compliance and major federal program compliance; and, accordingly, it is not suitable for any other purpose.

The objectives of our audit are also to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

The Auditor’s Responsibility

We will conduct our audit in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the audit provisions of the OMB Uniform Guidance. As part of an audit conducted in accordance with U.S. GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority’s internal control or to identify deficiencies in the design or operation of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosure, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

In accordance with the OMB Uniform Guidance we also:

- Determine major program(s)
- Identify and assess the risks of material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion on compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major federal program.
- Obtain an understanding of internal control over compliance that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program in order to design audit procedures that are appropriate in the circumstances. We will perform tests of controls to evaluate the effectiveness of the design and operation of such controls, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance or to identify deficiencies in the design or operation of internal control over compliance. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control over compliance that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program that we have identified during the audit.

The supplementary information will be subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves.

If our opinion on the financial statements or on compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and transaction details by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and supplementary information and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and the audit provisions of the OMB Uniform Guidance, our audit will include tests of transactions related to major federal award programs for compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the OMB Uniform Guidance. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements or noncompliance with the provisions of federal statutes, regulations, and the terms and condition of federal awards that do not have a direct and material effect on major federal programs. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, and noncompliance with the provisions of laws, federal statutes, regulations, contracts grant agreements and federal awards that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

We may assist management in the preparation of the Authority's financial statements and supplementary information. Regardless of any assistance we may render, all information included in the financial statements and supplementary information remains the representation of management. We may issue a preliminary draft of the financial statements and supplementary information to you for your review. Any preliminary draft financial statements and supplementary information should not be relied upon, reproduced or otherwise distributed without the written permission of the Firm.

Procedures and Limitations—Internal Control

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with the provisions of laws, regulations, contract and grant agreements and other noncompliance matters that have a direct and material effect on the financial statements.

Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the OMB Uniform Guidance.

Procedures and Limitations—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled "Objectives of the Audit." As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the Authority's compliance with the provisions of laws, regulations, contracts, and grant agreements that may have a direct and material effect on the financial statements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Our procedures will consist of the applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major federal programs. The purpose of those procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the OMB Uniform Guidance.

Management's Responsibility for Financial Statements, Internal Control, and Federal Award Compliance

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application and may assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but management remains responsible for the financial statements and the schedule of expenditures of federal awards. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets.

You are responsible for informing us about all known or suspected fraud affecting the Authority involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Authority complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or noncompliance with the provisions of laws, regulations, contract, and grant agreements, that we may report.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for establishing and maintaining internal control and for compliance with federal statutes, regulations, and the terms and conditions of federal awards and for identifying and ensuring that the Authority complies with such provisions. Management is also responsible for informing us of any significant contractor relationships in which the contractor is responsible for program compliance. Management is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with federal statutes, regulations, and the terms and conditions of federal awards or abuse that we may report. Additionally, as required by the OMB Uniform Guidance, it is your responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management agrees that as a condition of our engagement, management will provide us with:

- access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures), such as records, documentation, and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence.

Management's Responsibility to Notify Us of Affiliates

Our professional standards require that we remain independent of the Authority as well as any "affiliate" of the Authority. Professional standards define an affiliate as follows:

- a fund, component unit, fiduciary activity or entity that the Authority is required to include or disclose, and is included or disclosed in its basic financial statements, in accordance with generally accepted accounting principles (U.S. GAAP);
- a fund, component unit, fiduciary activity or entity that the Authority is required to include or disclosed in its basic financial statements in accordance with U.S. GAAP, which is material to the Authority but which the Authority has elected to exclude, and for which the Authority has more than minimal influence over the entity's accounting or financial reporting process;
- an investment in an investee held by the Authority or an affiliate of the Authority, where the Authority or affiliate controls the investee, excluding equity interests in entities whose sole purpose is to directly enhance the Authority's ability to provide government services;
- an investment in an investee held by the Authority or an affiliate of the Authority, where the Authority or affiliate has significant influence over the investee and for which the investment is material to the Authority's financial statements, excluding equity interests in entities whose sole purpose is to directly enhance the Authority's ability to provide government services

In order to fulfill our mutual responsibility to maintain auditor independence, you agree to notify the Firm of any known affiliate relationships, to the best of your knowledge and belief. Additionally, you agree to inform the Firm of any known services provided or relationships between affiliates of the Authority and the Firm or any of its employees or personnel.

Management's Responsibility for Supplementary Information

Management is responsible for the preparation of the supplementary information in accordance with the applicable criteria. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. Management is responsible to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon. For purposes of this Agreement, audited financial statements are deemed to be readily available if a third party user can obtain the audited financial statements without any further action by management. For example, financial statements on your Web site may be considered readily available, but being available upon request is not considered readily available.

Other Information Included in an Annual Report

When financial or nonfinancial information, other than financial statements and the auditor's report thereon, is included in an entity's annual report, management is responsible for that other information. Management is also responsible for providing the document(s) that comprise the annual report to us as soon as it is available.

Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon. Our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the audited financial statements. If we identify that a material inconsistency or misstatement of the other information exists, we will discuss it with you; if it is not resolved U.S. GAAS requires us to take appropriate action.

Key Audit Matters

U.S. GAAS does not require the communication of key audit matters in the audit report unless engaged to do so. You have not engaged us to report on key audit matters, and the Agreement does not contemplate the Firm providing any such services. You agree we are under no obligation to communicate key audit matters in the auditor's report.

If you request to engage the Firm to communicate key audit matters in the auditor's report, before accepting the engagement we would discuss with you the additional fees to provide any such services, and the impact to the timeline for completing the audit.

Dissemination of Financial Statements and Reports

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Offering of Securities

This Agreement does not contemplate the Firm providing any services in connection with the offering of securities, whether registered or exempt from registration, and the Firm will charge additional fees to provide any such services. You agree not to incorporate or reference our report in a private placement or other offering of your equity or debt securities without our express written permission. You further agree we are under no obligation to reissue our report or provide written permission for the use of our report at a later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, you agree that the Firm will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to reissue our report or withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the Authority's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the Authority's financial statements and supplementary information that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the Authority's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the Authority further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the Authority's financial statements and supplementary information resulting in whole or in part from knowingly false or misleading representations made to us by any member of the Authority's management.

Fees and Expenses

The Authority acknowledges that the following circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement. We will bill any additional amounts based on the experience of the individuals involved and the amount of work performed.

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing time and technology expenses, may be passed through at our estimated cost and may be billed as a flat charge or a percentage of fees. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this Agreement as a result of your failure to pay on a timely basis for services rendered by the Firm as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Authority Information

All information provided by you or on your behalf ("Authority Information") will be accurate and complete. You represent the provision of Authority Information to us will not infringe any intellectual property, privacy, proprietary, or other third-party rights. You also represent that you have obtained all necessary consents and have provided all necessary notifications to the extent required by applicable law in connection with the provision of Authority Information to us. The Firm will use at least the same degree of care to protect the confidentiality of Authority Information as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The Firm will not disclose Authority Information to any third party without your consent, except we may disclose Authority Information: (1) as required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; (2) to the extent such information (i) is or becomes publicly available other than as the result of a disclosure in breach hereof, (ii) becomes available to the Firm on a nonconfidential basis from a source that the Firm believes is not prohibited from disclosing such information to the Firm, or (iii) is already known by the Firm without any obligation of confidentiality with respect thereto; (3) to contractors providing administrative, infrastructure, and other support services to the Firm and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations related to Authority Information; or (4) as otherwise permitted under this Agreement. This paragraph replaces and supersedes any prior confidentiality or non-disclosure agreements entered into by the Firm or its affiliates with respect to Authority Information.

Data Privacy and Security

To the extent the Services require the Firm to receive personal data or personal information from Authority, the Firm may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws, and such processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet

the business purposes of the Authority, such as the Firm's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which the Firm or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. The Firm is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Authority personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Authority, the Firm shall, unless otherwise permitted by applicable privacy law, (a) follow Authority instructions; (b) not sell personal data or personal information collected from the Authority or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Authority's engagement and not for the Firm's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Authority to ensure compliance with applicable privacy laws. Authority is responsible for notifying the Firm of any applicable privacy laws the personal data or personal information provided to the Firm is subject to, and Authority represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize the Firm to process such information in connection with the Services described herein. Authority further understands the Firm, Baker Tilly Advisory Group, LP and Moss Adams Advisory Group, LP and their affiliated entities (collectively, the "Firm Entities") may co-process Authority data as necessary to perform the Services, pursuant to the alternative practice structure in place among the entities, and by executing this Agreement, you hereby consent to the sharing of Authority data, Authority files, workpapers and work product with such Firm Entities. Baker Tilly Advisory Group, LP maintains custody of client files for the Firm. The Firm Entities are bound by the same confidentiality obligations as the Firm. The Firm is responsible for notifying Authority if the Firm becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Authority to take reasonable and appropriate steps to remediate personal data or personal information processing. Authority agrees that the Firm Entities have the right to utilize Authority data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Authority to be used for the Firm Entities' business purposes and with the outputs owned by the Firm Entities. For clarity, the Firm Entities will only disclose aggregated/de-identified data in a form that does not identify Authority, Authority employees, or any other individual or business entity and that is stripped of all persistent identifiers. Authority is not responsible for the Firm Entities' use of aggregated/de-identified data.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Pursuant to authority given by law or regulation, we may be requested to make certain engagement documentation available to an applicable entity with oversight responsibilities for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such engagement documentation will be provided under the supervision of Firm personnel. Furthermore, upon request, we may provide photocopies of selected engagement documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Document Retention Policy

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your Authority records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our

records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that the Firm may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

The Department of Administration Standard Audit Contract and Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between the Firm and the Authority. The Authority agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

In the event the parties fail to enter into a new Agreement for each subsequent calendar year in which the Firm provides services to the Authority, the terms and conditions of this PSA shall continue in force until such time as the parties execute a new written agreement or terminate their relationship, whichever occurs first.

Use of the Firm's Name

The Authority may not use any of the Firm's or its affiliates' names, trademarks, service marks or logos in connection with the services contemplated by this Agreement or otherwise without the prior written permission of the Firm, which permission may be withheld for any or no reason and may be subject to certain conditions.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Limitations

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF THE FIRM AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO THE FIRM FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF THE FIRM RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY.

EACH PARTY FURTHER AGREES THAT ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Hiring of Employees

Any offer of employment to members of the audit team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report.

No Legal Advice Provided

The services performed under this Agreement do not include the provision of legal advice and the Firm makes no representations regarding questions of legal interpretation. You should consult with your attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Montana, without giving effect to the provisions relating to conflict of laws.

Alternative Practice Structure: Baker Tilly International

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 9th day of June, 2025, by and among

Baker Tilly US, LLP (Moss Adams LLP combined with Baker Tilly US, LLP effective 6/3/2025)

Certified Public Accountant
("Contractor"),

Missoula County Airport Authority

Governmental Entity
("Entity"),

and the **Montana Department of Administration, Local Government Services**, ("State"), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.
2. **Audit Period and Payment:** This contract covers the following audit period(s):
July 1, 2024 to June 30, 2025.
 - A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$82,820 for initial (or sole) audit covering 07/01/2024 to 06/30/2025.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.
 - B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.
 - C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.
3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
 - (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
 - (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
 - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.
- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract

must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.

- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:

- (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
- (2) when applicable, the extracurricular funds for pupil functions.

- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.

- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email LGSPortalRegistration@mt.gov to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email OPIAuditReport@mt.gov to the attention of the OPI Auditor.

- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. Entity's Responsibilities: The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;
 - c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph

12.A.; and

- d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
- E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and

Spring “Student Count for ANB” reports and as documented by the school district's enrollment records; and

- B. a detailed schedule of extracurricular fund financial activities.
- 14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
 - 15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
 - 16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
 - 17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
 - A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
 - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
 - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
 - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
 - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
 - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention

period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Insurance - Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**

- A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.
- B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has

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commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices and Contractor's annual Audit Engagement Letter contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

Baker Tilly US, LLP

Firm Name

By: Ashley Oster
Authorized Representative

Date: 6/9/2025

Governmental Entity

Entity Name

Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By _____

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Missoula County Airport Authority

406-830-8337
Telephone:

Address:

5255 Highway 10 West

(Street Address or P.O. Box)

Missoula, MT

(City/Town)

MT 59 808

(Zip Code)

William Parnell; wparnell@flymissoula.com

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

Baker Tilly US, LLP

503-242-1447
Telephone:

Address:

805 S Broadway, Suite 1400

(Street Address or P.O. Box)

Portland

(City/Town)

, OR 97205

(Zip Code)

Ashley Osten; ashley.osten@mossadams.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30, 2025 (and).
(Month & Day) (Year) (Year)

B. Date to commence audit work: August 26, 2025

C. Date to submit final audit report
to Entity and State: December 31, 2025

2. Time and Price for Engagement:

A.	Estimated total hours -	<u>350</u>
B.	Price for audit personnel	<u>\$ 69,445</u>
	Price for Travel	<u>7,875</u>
	Price for typing, clerical and report preparation	<u>5,500</u>
	Total price for this engagement	<u>\$ 82,820</u>

3. The reporting entity contains the following discretely presented component units: None

-
4. Date Annual Financial Report or a trial balance will be available: December 31, 2025
 5. Number of copies of audit report Contractor will provide to Entity: Electronic copy will be available
 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
N/A
 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

× The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Baker Tilly US, LLP

Firm Name

By: 

Authorized Representative

Date: 6/9/2025

Governmental Entity

Missoula County Airport Authority

Entity Name

By: _____

Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____

Approved By

Date: _____

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY):

Telephone: _____ Address: _____

(Street Address or P.O. Box)
_____, MT 59 _____
(City/Town) (Zip Code)

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

Telephone: _____ Address: _____

(Street Address or P.O. Box)
_____, MT 59 _____
(City/Town) (Zip Code)

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

- A. This audit will cover the fiscal year(s) ending
_____, _____ (and _____).
(Month & Day) (Year) (Year)
- B. Date to commence audit work: _____
- C. Date to submit final audit report
to Entity and State: _____

2. Time and Price for Engagement:

- A. Estimated total hours - _____
- B. Price for audit personnel \$ _____
Price for Travel _____
Price for typing, clerical
and report preparation _____
Total price for this
engagement \$ _____

3. The reporting entity contains the following discretely presented component units: _____

- _____
- _____
4. Date Annual Financial Report or a trial balance will be available: _____
5. Number of copies of audit report Contractor will provide to Entity: _____
- _____
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
- _____
- _____
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☐ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Firm Name

By: _____
Authorized Representative

Date: _____

Governmental Entity

Entity Name

By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY):

Telephone: _____ Address: _____

(Street Address or P.O. Box)
_____, MT 59 _____
(City/Town) (Zip Code)

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

Telephone: _____ Address: _____

(Street Address or P.O. Box)
_____, MT 59 _____
(City/Town) (Zip Code)

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

- A. This audit will cover the fiscal year(s) ending
_____, _____ (and _____).
(Month & Day) (Year) (Year)
- B. Date to commence audit work: _____
- C. Date to submit final audit report
to Entity and State: _____

2. Time and Price for Engagement:

- A. Estimated total hours - _____
- B. Price for audit personnel \$ _____
Price for Travel _____
Price for typing, clerical
and report preparation _____
Total price for this
engagement \$ _____

3. The reporting entity contains the following discretely presented component units: _____

- _____
- _____
4. Date Annual Financial Report or a trial balance will be available: _____
5. Number of copies of audit report Contractor will provide to Entity: _____
- _____
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
- _____
- _____
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☐ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Firm Name

By: _____
Authorized Representative

Date: _____

Governmental Entity

Entity Name

By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: June 24, 2025

1. **TITLE:** Award of RFP for Small Community Air Service Grant

Review, discussion, and possible award for our RFP utilizing our Small Community Air Service Grant

ACTION ITEM

2. **AGENDA CATEGORY:** (Please highlight)
UNFINISHED BUSINESS **NEW BUSINESS** COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. **TIME REQUIRED:** 5 Minutes

4. **BACKGROUND INFORMATION:** At our November 26, 2024, meeting the Board authorized the acceptance of a \$875,000 grant from the Department of Transportation that will leverage the \$437,000 that was raised by our community partners. Community partners included Missoula Economic Partnership, Destination Missoula/TBID, Glacier Country, Montana Department of Commerce and numerous local Missoula businesses. In July 2024, 40 communities submitted applications requesting nearly \$32 million in funding, with only \$12 million available. 14 communities were selected with Missoula being a successful application. Our grant was submitted to help support the expansion of our current summer seasonal service to Chicago.

On April 30th of this year, staff sent out an Air Service RFP. We had submissions from both American and United Airlines. Staff created an advisory committee from Missoula Economic Partnership, Destination Missoula/TBID and Glacier Country. Upon review staff and the advisory committee is recommending American Airlines.

5. **BUDGET INFORMATION:** Department of Transportation has funded the grant.

6. **SUPPLEMENTAL AGENDA INFORMATION:** MCAA Chicago Air Service RFP, American and United RFP submissions (sensitive industry information redacted)

7. **RECOMMENDED MOTION:** Move authorize award of the air service RFP to American Airlines and authorize Airport Director to negotiate an agreement for winter Missoula to Chicago service utilizing our Small Community Air Service Grant.

8. **PREPARED BY:** Brian Ellestad, Airport Director

9. **COMMITTEE REVIEW:** N/A



Request for Proposals
Expanded Chicago Air Service
April 30, 2025



I. Invitation to Submit

The Missoula County Airport Authority ("MCAA") invites the submission of proposals to utilize a Small Community Air Service Grant to provide expanded air service to Chicago, IL from Missoula, MT, during the fall, winter and spring. Request for Proposals (RFP) and contract documents are available from the Point of Contact Juniper Davis by calling (406) 728-4381 during normal working hours or by email request at jdavis@flymissoula.com. Other than with written consent from the Point of Contact, all Respondents, including any persons affiliated with or in any way related to a Respondent, are strictly prohibited from contacting any MCAA Commissioners or any MCAA personnel on any matter having to do in any aspect with this RFP after the RFP issued date. Any other contact with such people associated with MCAA shall be made only through and in coordination with the Point of Contact and must be made in writing. Prohibitive or inappropriate contacts made by Respondent may result in the disqualification of the Respondent. This requirement will be strictly enforced.

Submissions must be received by the designated Point of Contact no later than the due date/time listed in the schedule. Late submissions will not be accepted.

Firms must present evidence that they are fully qualified and have the necessary experience and resources to fulfill the conditions of the agreement which will ensure a high standard of business operations on MCAA property. MCAA reserves the right to reject any applicant which, in MCAA's opinion, does not have adequate qualifications. MCAA reserves the right to terminate selection proceedings at any time.

Schedule

Date	Time	Event
April 30, 2025	4 pm MDT	RFP Issued
May 15, 2025	4 pm MDT	Deadline for Follow-up Written Questions from Respondents
May 20, 2025	4 pm MDT	Deadline for MCAA Responses to Written Follow-Up Questions from Respondents
May 29, 2025	9 am MDT	Deadline for Submissions

II. Information for Respondents

Missoula Montana Airport (MSO) is the Gateway to Western Montana. Currently seven airlines serve Missoula Montana Airport: Alaska, Allegiant, American, Delta, Frontier, Sun Country and United. Airlines at MSO collectively provide nonstop flights to fourteen destinations: Chicago, IL; Dallas, TX; Denver, CO; Las Vegas, NV; Los Angeles, CA; Minneapolis, MN; Oakland, CA; Orange County, CA; Phoenix-Mesa, AZ; Portland, OR; Salt Lake City, UT; San Diego, CA; San Francisco, CA; and Seattle, WA (some routes are seasonal). MSO serves approximately 1,000,000 passengers annually. Missoula Montana Airport is financially self-supporting; no local tax revenues are used for the administration, promotion, operation, or maintenance of the airport.



III. RFP Scope Of Services

MCAA is the recipient of a Small Community Air Service Development Grant from the U.S. Department of Transportation. The grant scope is to provide an air service revenue guarantee to support expanded air service to/from Chicago, IL and Missoula, MT, as well providing marketing support.

Currently both American Airlines and United Airlines provide service to/from Chicago and Missoula on a seasonal, summer basis. The goal of this RFP is to secure year-round access to Chicago, which includes expansion into the fall/winter/spring seasons. The Missoula community states that year-round access to the Chicago hub is necessary as it will enhance connectivity to Midwest, East Coast, and international markets. The community further states that the increase in efficiency afforded by expanded service will put downward pressure on airfares, which are above the national average. The community is providing significant local funding of \$437,000 that it will use to match the Small Community Air Service Development Grant of \$875,000 for a total of \$1,312,000 to be utilized for a Revenue Guarantee for fall/winter/spring service to and from Missoula, MT and Chicago, IL.

IV. Federal Provisions

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, MCAA hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

V. Format for Submissions

Please format your response to this RFP in the following order to facilitate comparisons between Respondents. Through your answers, be sure to provide any supplemental and background information that will be helpful in the review of qualifications and services. Pay particular attention to the Scoring Rubric, included herein at line 83, to ensure all necessary information is provided for a thorough review.

1. General Information and Qualifications

- a. Please provide answers to the questions provided on Appendix A.

2. Proposal Form

- a. Complete the attached MCAA Request for Proposal Response Form, included as Appendix B.

3. Airline Contract for Services



- a. Please provide your airline's proposed contract for the expanded Chicago air service. The proposed contract should be tailored to this project scope, however, the contract may be further negotiated between the successful Respondent and MCAA before being brought to the MCAA Board of Commissioners for approval.

4. Submittal Format

- a. Each submitter should send their submission documents electronically by email to the Point of Contact indicated in the section [Instructions to Respondents](#). The email subject line must read: "Submission for Expanded Chicago Air Service RFP".
- b. Documents should be submitted in .PDF or .docx format unless otherwise necessary for presentation of the file.

VI. Evaluation of Submissions

This RFP will be awarded to the responsible airline who, in MCAA's sole judgment, is deemed most qualified. The selection shall be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the services required and shall satisfy requirements for open and free competition. MCAA shall appoint a selection committee to evaluate potential firms and shall ensure that the members of the selection committee are kept free of pressures, both internal and external, and that they have no conflicts of interest, real or apparent. The selection committee may conduct interviews and inquiries as desired and shall make a recommendation to the MCAA Board of Commissioners. The MCAA Board of Commissioners will have the opportunity to review all submissions and the selection committee's recommendation at a public meeting; the MCAA Board of Commissioners is responsible for approving a final selection.

Each submission received will be evaluated based on the information required as set forth in Section V above, pursuant to the following selection criteria and rating system:

Scoring Rubric	
<u>Scoring Criteria</u>	<u>Rating Points</u>
Overall Proposal Quality and Completeness of Information Provided	10
Service Description, sample schedule, aircraft type	30
Service Connection Opportunities	30
Block hour revenue requirements	30
<u>Total Points</u>	100

VII. Instructions to Respondents

For this RFP the Point of Contact is Juniper Davis who can be reached by calling (406) 728-4381 during normal working hours or by email at jdavis@flymissoula.com.



The deadline for submissions is indicated in the schedule above. Submissions must be received by the Point of Contact no later than the due date/time in the schedule. Each submission must be in the form set forth in the RFP, including all required Attachments. Late submissions will not be accepted.

Respondents should email their proposal by the deadline. The email subject line must read: "Expanded Chicago Air Service". The sent time on the email must be at or before the submission due date and time. The provided form must be utilized, included herein as Appendix A.

VIII. Miscellaneous Provisions

It is the intent of this RFP to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated based upon qualifications and experience for the proposed projects, using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

MCAA reserves the right to reject any and all proposals received and if all proposals are rejected, to re-advertise under the same or new specifications, or to make such an award as in the judgment of MCAA best meets its requirements. MCAA reserves the right to waive any formalities, irregularities and/or technicalities which are not of a substantial nature and to accept the proposal which is in the best interest of MCAA. MCAA reserves the right to determine what constitutes any and all formalities, irregularities, or technicalities. MCAA shall not be obligated to respond to any Proposal submitted or legally bound in any manner whatsoever by the submission of a Proposal.

Any Proposal submitted as provided herein may be subject to negotiation. Submission of a Proposal shall obligate the Respondent to enter into an Agreement with the MCAA in accordance with the material contents of the submission, allowing room for negotiation as deemed necessary and prudent by both parties. MCAA reserves the right to request any Respondent to clarify its submission or to supply additional information necessary to assist the MCAA in its selection.

Any Agreement for air service revenue guarantee associated with this RFP must conform the requirements of MCAA's grant award from the U.S. Department of Transportation Small Community Air Service Development Program.

Any and all agreements arising out of this RFP and negotiations that follow shall not be binding or valid against the MCAA, its officers, employees, or agents unless approved by the MCAA Board of Commissioners and executed by the MCAA and the Successful Respondent in accordance with applicable laws.

The submission of a Proposal shall be considered evidence that the Respondent has investigated all the conditions described in the RFP Documents and the Respondent is aware of the circumstances and conditions involved. The attention of the Respondent is specifically directed to, and the Respondent will be conclusively presumed to have read and become familiar with all the RFP Documents, which will be available from the MCAA Administration Office. No claim for adjustment of the provisions of the Agreement shall be honored after submission on the ground that Respondents were not fully informed as to the conditions which exist.



The Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of MCAA and will not be returned.

No verbal interpretation made to any Respondent as to the meaning or consequence of any portion of the RFP Documents shall be considered binding. Every request for clarification of the RFP Documents shall be made in writing and emailed to jdavis@flymissoula.com. All such requests must be received at least five (5) days before the established time for receipt of Proposals. Any response by the MCAA to a request by a Respondent for clarification will be made in the form of an addendum to the RFP Documents and will be sent to all parties to whom the RFP has been distributed. All Addenda so issued shall become part of the RFP Documents. The MCAA will not be responsible for any oral instructions, interpretations, or explanations.

Disqualification and Rejection of Proposal:

Any of the following causes may be considered as sufficient for the disqualification of a Respondent and the rejection of the Proposal:

- Submission of more than one Proposal hereunder by an individual, firm, or corporation under the same or different names.
- Evidence of collusion among Respondents.
- A Respondent's default or arrearage under any previous existing agreement with the MCAA.
- Existence of any unresolved claims between the Respondent and the MCAA.
- The MCAA reserves the right to reject any and all Proposals for any reason or for no reason.

Withdrawal of Proposal

No Proposal may be withdrawn after it has been submitted to the MCAA unless the Respondent so requests in writing and such request is received by the MCAA prior to the MCAA's time set for receiving Proposals. No Proposal may be withdrawn after the scheduled due date for a period of ninety (90) days.

Respondent to whom this RFP is awarded shall within thirty (30) days of the date of the award shall negotiate and finalize a contract with MCAA that is substantially similar to the terms presented in the Respondents proposal and shall deliver said contract fully executed to MCAA. MCAA reserves the right to cancel the award without liability, at any time before the Agreement has been fully executed by both parties.

MCAA reserves the right to reject any or all proposals if it determines that the proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the MCAA.



5225 West Broadway | Missoula, MT 59808
www.flymissoula.com | 406-728-4381

Appendix A
General Information and Qualifications

1. Please provide an overview of your company and qualifications to support a Missoula, MT-Chicago, IL route from late fall (October/November start date to late May service schedule).
2. Please provide a brief description of your proposed schedule, aircraft type and proposed operator of the above service route.
3. With the above proposed schedule, please provide your best estimate of connection opportunities this new service will provide.
4. What are your block hour requirements for a midday turn?
 - a. Per hour cost?
 - b. Total round trip cost?
5. What would be your block hour requirements for an overnight aircraft?
 - a. Per hour cost?
 - b. Total round trip cost?
6. What is your proposed contracted fuel adjustment rate per gallon?



MCAA Request for Proposal

Response Form

Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

- A. Contact Name _____
- B. Contact Role in the Business _____
- C. Contact Phone Number _____
- D. Contact Fax _____
- E. Contact E-Mail Address _____

II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

- A. Business Name _____
- B. Doing Business As _____
- C. Business Type _____
- D. Business Mailing Address _____

Address Line 1:	
Address Line 2:	
City:	
State/Province:	
ZIP Code:	
Country:	



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

- E. Business Phone Number _____
- F. Business Fax _____
- G. Business E-Mail Address _____
- H. Business Registration
State _____
- I. Business Registration
Date _____
- J. Business registered in
the state of Montana? _____
- K. Business
Owner/Stakeholder(s) _____

III. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

IV. Acknowledgment of the Proposal Required

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business by an authorized representative of the Missoula County Airport Authority.

Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

1. Carefully examined the RFP document.
2. Become familiar with all terms and conditions specified in the RFP document.
3. Completed answers to all forms and responded fully to the RFP document requests for information.

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2. All information submitted by the Business in the proposal package is complete, accurate, and truthful.

(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

Signatures

Signatory 1

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Signatory 2

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Signatory 3

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

Attested By Secretary

Signature	_____	Signatory Title	_____
Printed Name	_____	Date	_____

MISSOULA COUNTY AIRPORT AUTHORITY

POLICY TITLE: Procurement Protest Policy

SUBJECT AREA: Administration

DATE ADOPTED: November 26, 2019

POLICY STATEMENT

Missoula County Airport Authority ("MCAA") policy requires that all prospective contractors be accorded fair and equal consideration in the award and solicitation of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively.

"Interested Party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Submittal Procedure

An Interested Party wishing to protest a matter involving a proposed procurement or contract shall file a written submission with MCAA's Administrative Manager by certified mail to 5225 Highway 10 West, Missoula, MT 59808, or other delivery method whose receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the Administrative Manager within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The Administrative Manager may, however, permit the electronic provision of supplemental information after the initial protest submittal.

The protest shall include, at a minimum:

- a. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an Interested Party;
- b. Identity of the contact person for the protestor, including name, title, address, telephone, fax and email addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party;
- c. Identification of the procurement;
- d. A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
- e. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
- f. A complete discussion of the basis for the protest, including any supporting facts, documents or data;
- g. A statement of the specific relief requested; and
- h. A notarized affirmation by the protestor (in an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced to an appropriate link.

Upon receipt of a protest, the Administrative Manager shall promptly notify the FAA program manager of the relevant details.

Pre-Bid Protests

A protest related to the technical scope or specification, terms, conditions, or form of the solicitation must be received no later than ten (10) working days prior to the date established for opening of bids or receipts of proposals.

The protest must conform in all respects to the requirements set forth in the Submittal Procedure. Upon receipt of such a protest, the Administrative Manager shall notify all prospective offerors and other known Interested Parties of the receipt and nature of the protest. Unless the Administrative Manager determines that delay will be prejudicial to MCAA's interests or that the protest lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

All substantive issues raised in the submitted protests will be considered and either denied or sustained, in part or in whole, by the Airport Director in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt. A notice of decision shall be provided to all parties given notice of the protest.

Should the protest be upheld in whole or in substantial part, the Administrative Manager may either:

- a. Amend the solicitation to correct the document or process accordingly;
- b. Cancel the solicitation in its entirety.

If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed. Such decision shall be final, except as provided below or by applicable law or regulation.

Protests received by MCAA after the time period specified above shall be considered untimely and shall be denied on that basis.

Pre-Award Protests

A protest related to whether a proposer is a responsible bidder or that a proposal does not meet the criteria of the solicitation must be received no later than ten (10) working days after the opening of bids or receipts of proposals.

The protest must conform in all respects to the requirements set forth in the Submittal Procedure. A written decision addressing all substantive issues raised in the submitted protest and stating

the grounds for allowing or denying the protest will be transmitted to the protestor in a manner that provides verification of receipt. Such decision shall be final, except as provided below or by applicable law or regulation.

Protests received by MCAA after the time period specified above shall be considered untimely and shall be denied on that basis.

Post-Award Protests

A protest related to whether the evaluation process conducted by MCAA is improper, illegal, or the decision to award the contract is arbitrary and capricious must be received no later than ten (10) working days after the MCAA Board of Commissioners has awarded the contract. The protest must conform in all respects to the requirements set forth in the Submittal Procedure.

A written decision addressing all substantive issues raised in the submitted protest and stating the grounds for allowing or denying the protest will be transmitted to the protestor in a manner that provides verification of receipt. Such decision shall be final, except as provided below or by applicable law or regulation.

Protests received by MCAA after the time period specified above shall be considered untimely and shall be denied on that basis.

Decision

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Airport Director shall prepare a decision. The decision will contain four parts:

- a. Summary –Describes briefly the protesting party, the solicitation involved, the issues(s) raised, and the decision;
- b. Background –Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated;
- c. Discussion - Identifies the substantive issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision;
- d. Determination - States the decision and any remedy or subsequent action, e.g. cancellation of the procurement, resulting from it.

Decisions shall be issued to the protestor; other Interested Parties shall receive either a copy of the decision or a notice of decision, as appropriate.

Reconsideration

Reconsideration of a final decision may occur if relevant and critical information is discovered after final determination has been made. In such a case, a protestor may file a request for reconsideration with the MCAA Board of Commissioners setting forth the relevant and critical information that has been discovered; why the information was not available during the original

protest period and how the information changes the analysis in the written decision. A request for reconsideration under this section must be filed within ten (10) working days after the written decision is provided to the protestor. The decision of the MCAA Board of Commissioners under this section is final, except as provided by applicable law or regulation.

Appeal to FAA

The FAA may entertain protests that involve violation of federal laws or regulations and protests that involve allegations that MCAA's protest procedures were not followed.



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

MCAA Request for Proposal

Response Form

Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCM10 reach out to in regard to this RFP.

A. Contact Name Jordan Pack
B. Contact Role in the Business Director Domestic Network Planning
C. Contact Phone Number 469-679-5709
D. Contact Fax NA
E. Contact E-Mail Address Jordan.Pack@aa.com

II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

A. Business Name American Airlines
B. Doing Business As Corporation
C. Business Type
D. Business Mailing Address

Address Line 1:	1 Skyview Dr
Address line 2:	
City:	Fort Worth
State/Province:	TX
ZIP Code:	76155
Country:	United States of America



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

E. Business Phone Number	800-433-7300
F. Business Fax	NA
G. Business E-Mail Address	Jordan.Pack@aa.com
H. Business Registration State	Texas
I. Business Registration Date	04/15/1934
J. Business registered in the state of Montana?	No
K. Business Owner/Stakeholder(s)	Brian Znotins - SVP Network Planning

III. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

IV. Acknowledgment of the Proposal Required

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Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

Signatures

Signatory 1

Signature

Signatory Title

1st VP, () J-7

Printed Name

Brian Znotins

Date

28 MAY 2025

Signatory 2

Signature

Signatory Title

b \ :te/W.11& P 111,-

Printed Name

Jordan Pack

Date

28 MAY 2025

Signatory 3

Signature

Signatory Title

Printed Name

Date

Attested By

Secretary

Signature

Signatory Title

Printed Name

Date

MSO-ORD RFP Submission

May 2025



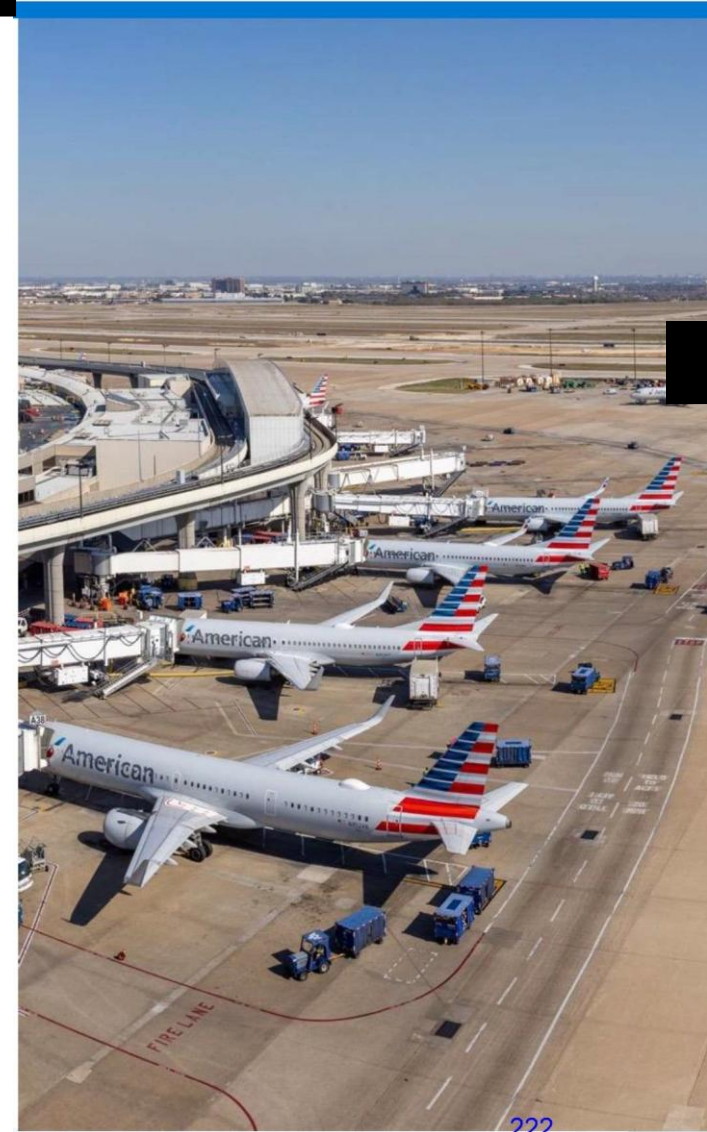
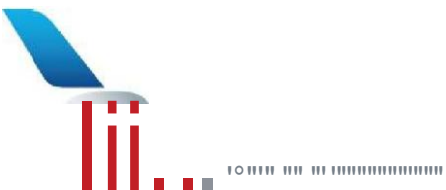
American offers the nation's leading network

350+ Destinations

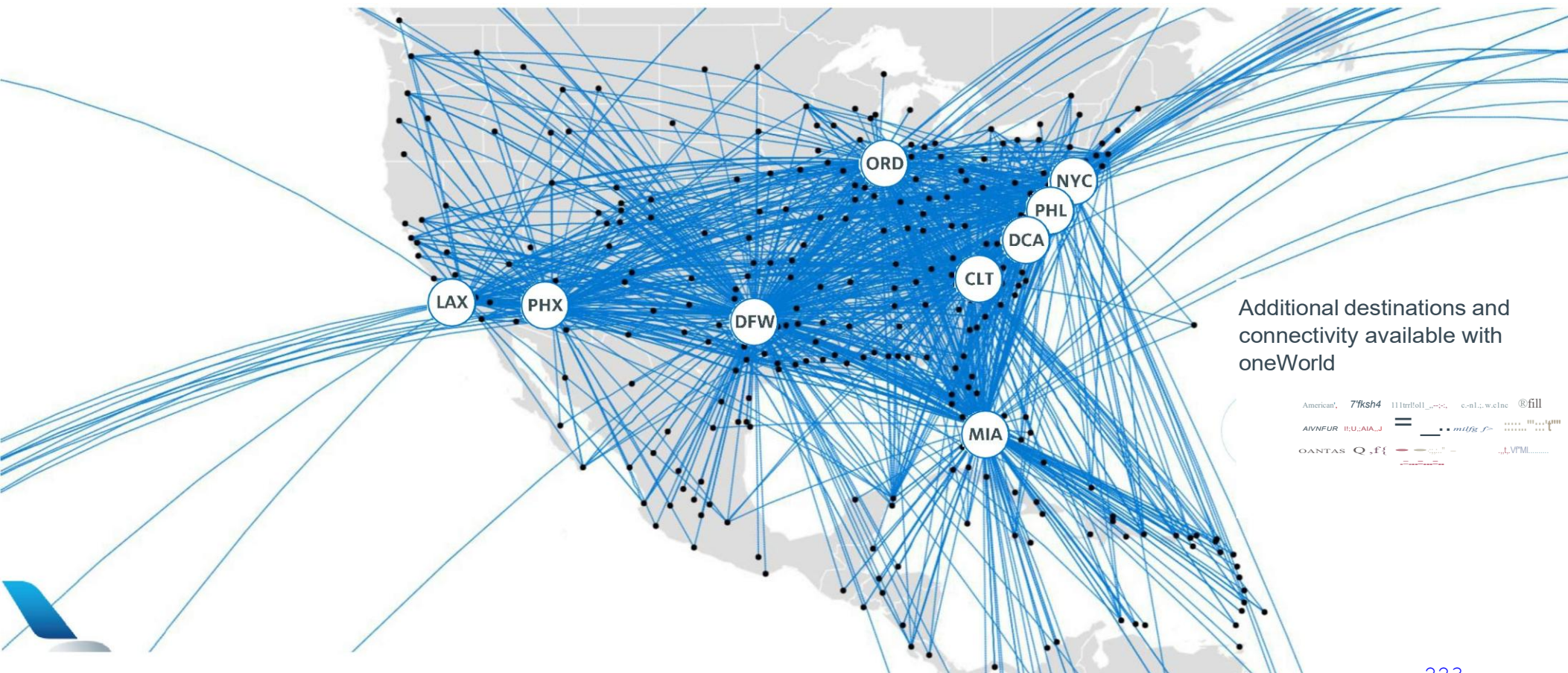
30,000 O&Ds

20% more than nearest competitor

% at 1!¥.t ats



With hubs providing ubiquity for domestic and international connectivity



Extensive network is complemented by a customer-centric mindset with recent investments in a better journey



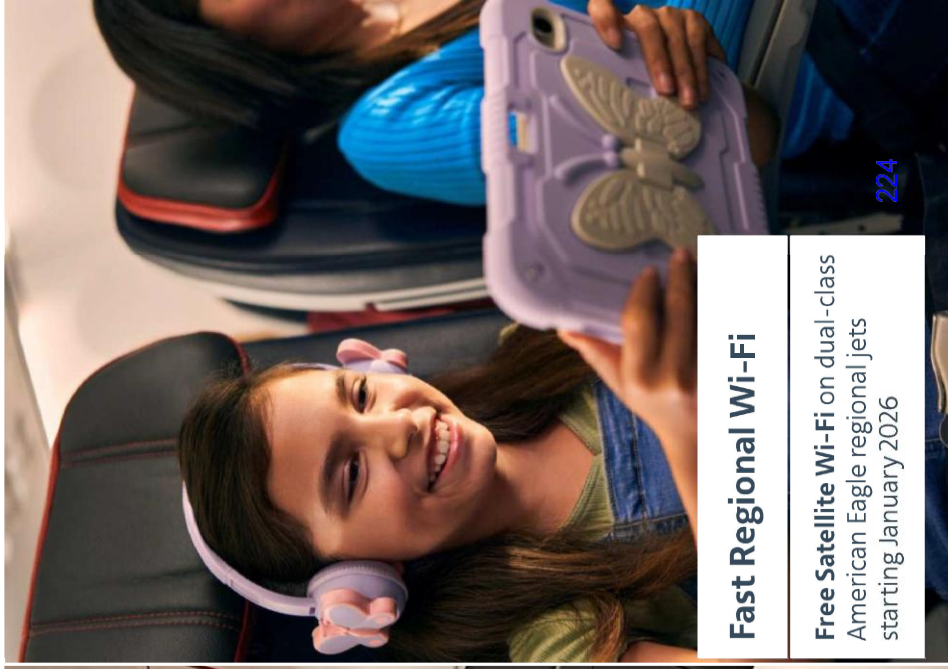
New & Refreshed Clubs

Continued investment in
Admirals Club and **Flagship
Lounge** experiences



New Long-haul Premium Interiors

Flagship Suite debuting on B787-
9, B777-300, and A321XLR in 2025



Fast Regional Wi-Fi

Free Satellite Wi-Fi on dual-class
American Eagle regional jets
starting January 2026

American continues to expand ORD with >20% seat growth in 2025

New US/CA Destinations in 2025

BIS Bismarck, ND
BOI Boise, ID
CAK Akron/Canton, OH
CHA Chattanooga, TN
COS Colorado Springs, CO
EVV Evansville, IN
GEG Spokane, WA
HNL Honolulu, HI
HYA Hyannis, MA
IDA Idaho Falls, ID
ROA Roanoke, VA
SRO Sarasota, FL
YHZ Halifax, Canada

AA Nonstop International Destinations

ATH Athens
AUA Aruba
BCN Barcelona
CDG Paris-De Gaulle
CUN Cancun
CUR Curacao
CZM Cozumel
DUB Dublin
FCO Rome-Da Vinci
GCM Grand Cayman
GUA Guatemala City
LHR London-Heathrow
UR Guanacaste, CR

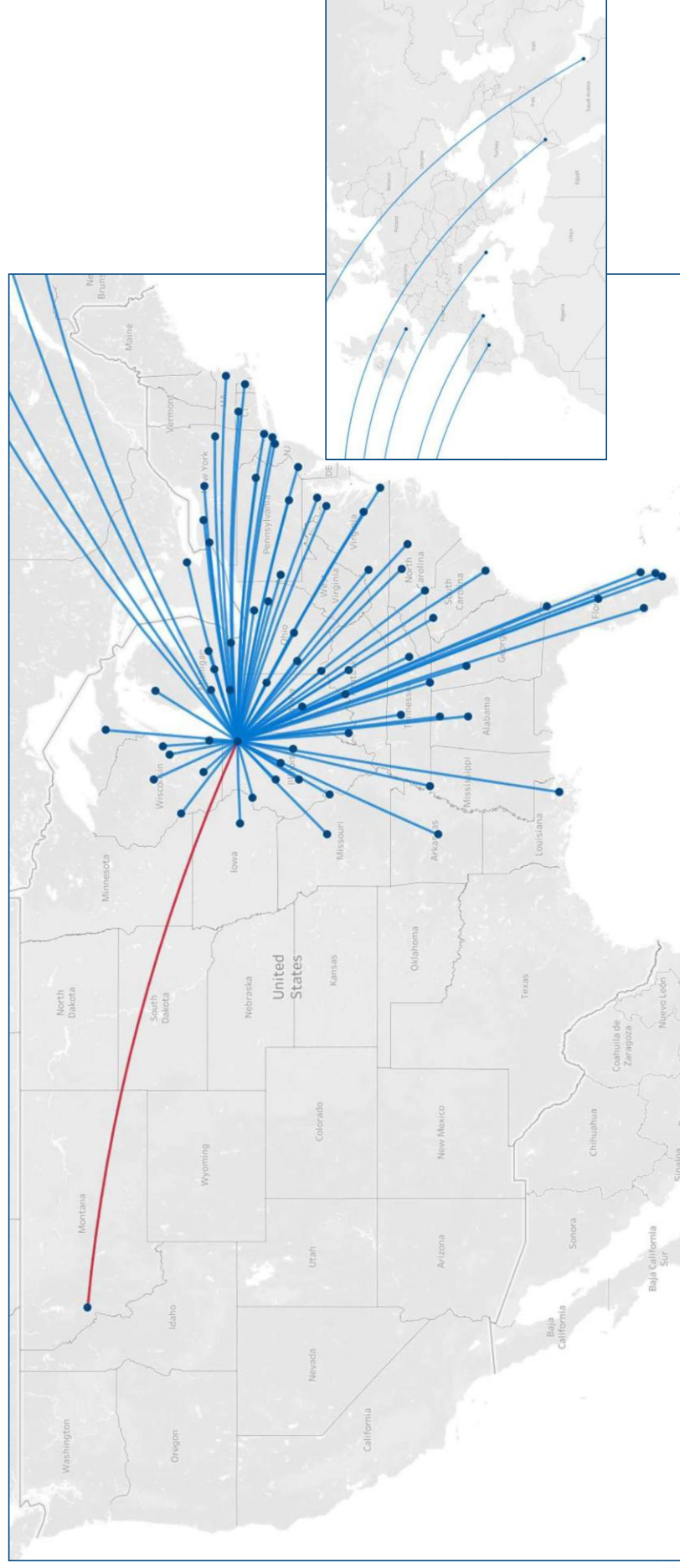
MAD Madrid
MBJ Montego Bay
NAP Naples
NAS Nassau
PLS Providenciales
PUJ Punta Cana
PVR Puerto Vallarta
SJD San Jose del Caba
SJO San Jose, CR
SJU San Juan
STT St Thomas Island
STX Saint Croix Island
SXM St. Maarten

Additional oneworld Nonstop Destinations

AMM Amman
DOH Doha
HEL Helsinki
HKG Hong Kong
HND Tokyo-Haneda
LHR London-Heathrow
MAD Madrid
NRT Tokyo-Narita



Option 1: Day turn service will allow pax to connect between MSO and 76 of ORD's 130+ destinations

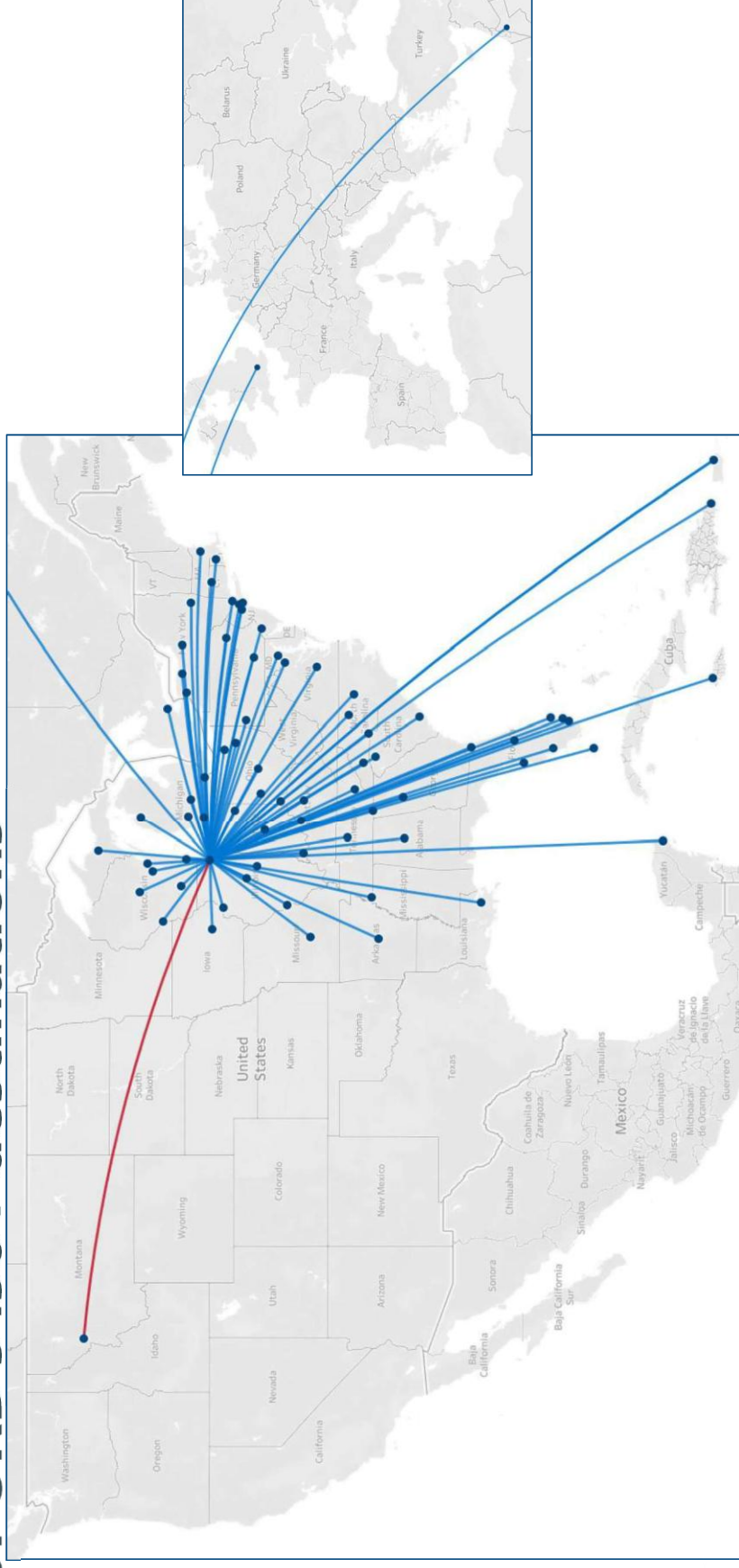


Connections based on planned ORD schedule as of 2025.05.15

Option 1: RON service to DFW creates connections between MSO and 121 of DFW's 225+ destinations



Option 2: RON service will connect pax between MSO and 74 of ORD's 130+ destinations





MCAA Request for Proposal

Response Form

Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

- A. Contact Name _____
- B. Contact Role in the Business _____
- C. Contact Phone Number _____
- D. Contact Fax _____
- E. Contact E-Mail Address _____

II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

- A. Business Name _____
- B. Doing Business As _____
- C. Business Type _____
- D. Business Mailing Address _____

Address Line 1:	
Address Line 2:	
City:	
State/Province:	
ZIP Code:	
Country:	



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

E. Business Phone Number _____

F. Business Fax _____

G. Business E-Mail Address _____

H. Business Registration
State _____

I. Business Registration
Date _____

J. Business registered in
the state of Montana? _____

K. Business
Owner/Stakeholder(s) _____

III. Conditions of Proposal Submission

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(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)



Missoula County Airport Authority
5225 Broadway St West
Missoula, MT 59808
(406) 728-4381

Signatures

Signatory 1

Signature

A handwritten signature in black ink, appearing to read "Michael W. [unclear]", is written over a horizontal line.

Signatory Title

Managing Director - Network Planning

Printed Name

Date

27 May 2025

Signatory 2

Signature

Signatory Title

Printed Name

Date

Signatory 3

Signature

Signatory Title

Printed Name

Date

Attested By

Secretary

Signature

Signatory Title

Printed Name

Date












UNITED

Chicago Network Update

Managing Director, Domestic Network Planning



United is #1 across all relevant metrics in Chicago

	 United	 American	 Southwest
Flights per day	585 	469	264
Seats per day	71k 	54k	44k
Growth allocated in off-peak times	15% 	72%	No growth
Total Destinations	202 	163	80
International Destinations	48 	26	4
Long-haul Destinations	17 	8	None
Year-round Long-Haul Destinations	9 	1 (LHR)	None
Lounges	6 	3	None

Source: OAG as of 2/20/2025

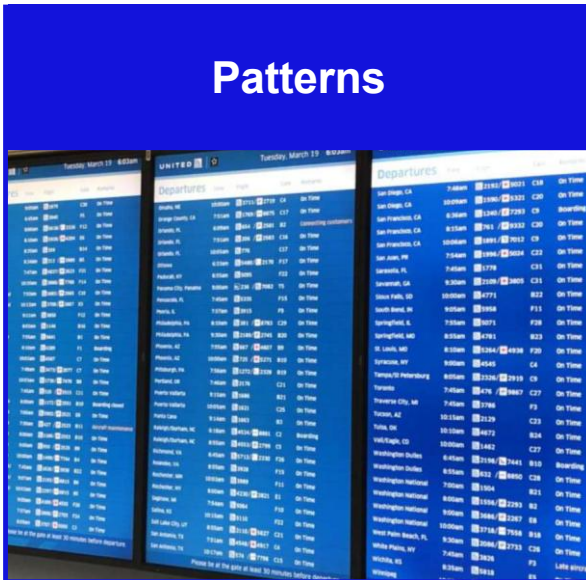
Departures and seats based on peak day July 2025

Destinations includes markets flown more than 20x/year in both directions for FY2025

Off peak times defined as departures before 0800 and after 2200

Building our Chicago hub on core network fundamentals

Patterns



A screenshot of a United Airlines flight schedule board. The board displays a grid of flight information, including flight numbers, destinations, and times. The destinations listed include Chicago, Los Angeles, San Francisco, and others. The board is organized into columns for different flight types and destinations.

Build schedules that customers want to fly

Places



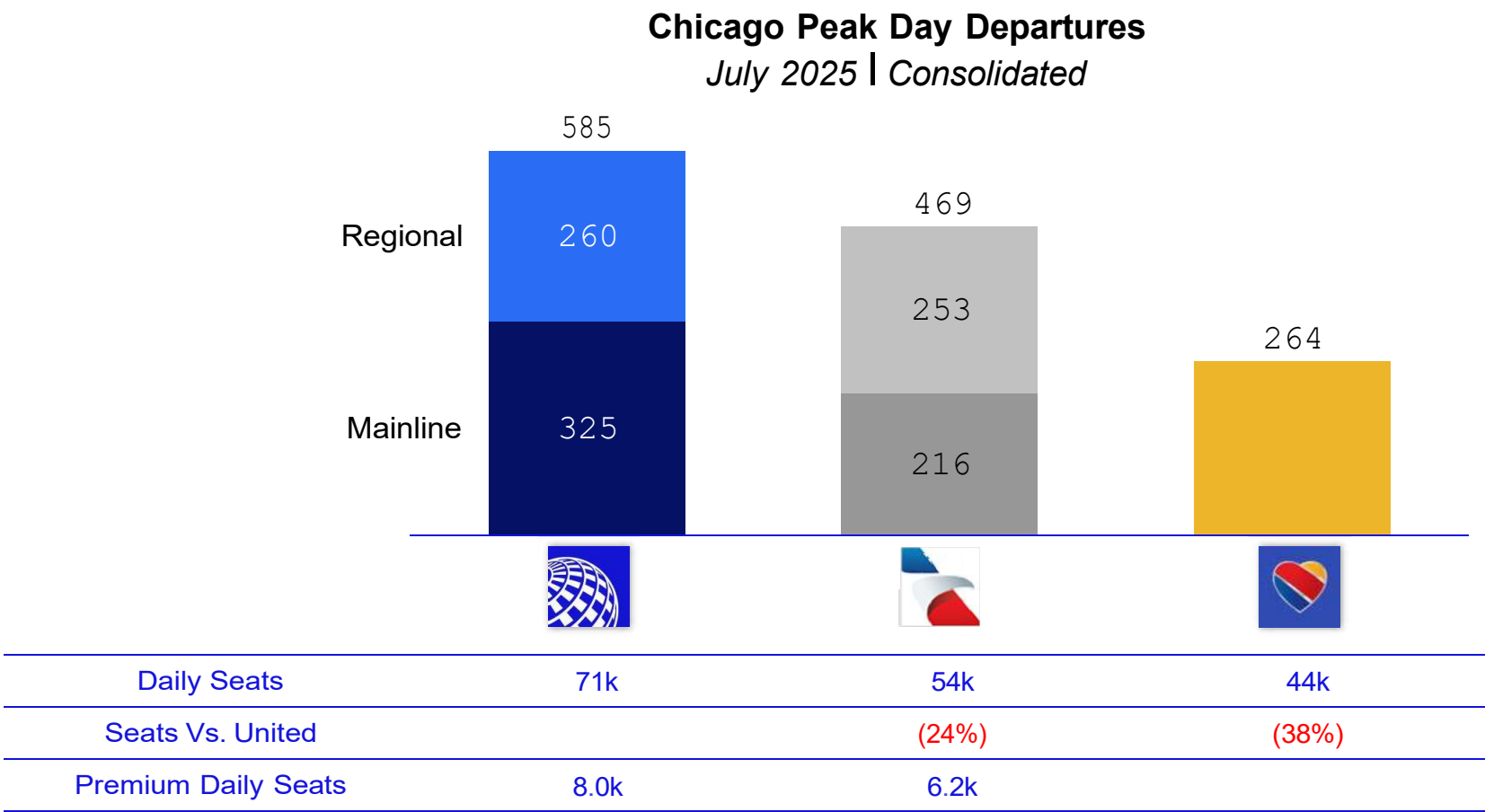
Continue expanding our global reach and connectivity

Product



Deploy new mainline aircraft to big cities, use regional jets properly

Patterns: United to operate largest Chicago schedule in 20 years



Source: OAG as of 2/20/2025. Premium seats includes only First/ Business class seats.

Places: Growing our service to where Chicagoans want to go

Domestic



ork City

Leader:



ida

Leader:



California

Leader:



Hawaii

Leader:



Leader:



International



Europe

Leader:



Caribbean

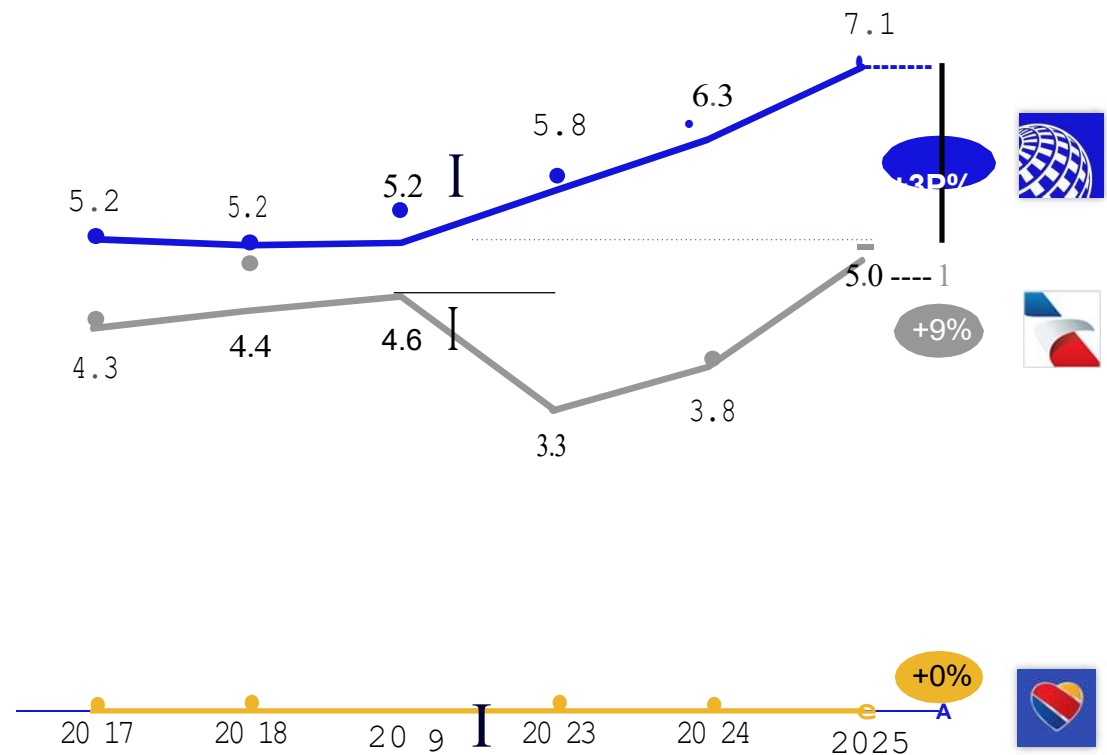
Leader:



Carrier rank based on LTM 3025 seats

Product: More premium growth than any other airline in Chicago

Chicago First/ Business Class Seats per Day (K)
Consolidated



Product: New aircraft provide top tier customer experience

United-A321neo

Larger overhead bins	Wireless charging	Next-gen WiFi	Seatback entertainment
----------------------	-------------------	---------------	------------------------



400+ United aircraft recently updated, with more retrofits ongoing

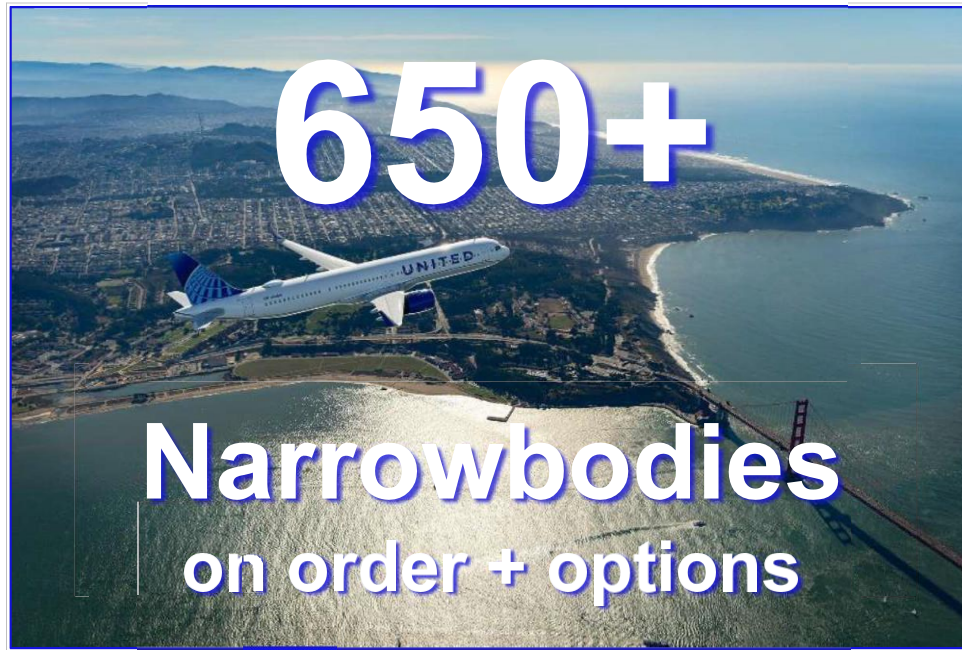
United Express - CRJ-550

United First equipped	Economy Plus equipped	More baggage storage	In-seat power
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~100 departures on CRJ-550 in Chicago this summer

Product: Deploying an industry leading customer experience



Largest mainline fleet and orderbook of any airline in the world - we have much more opportunity ahead

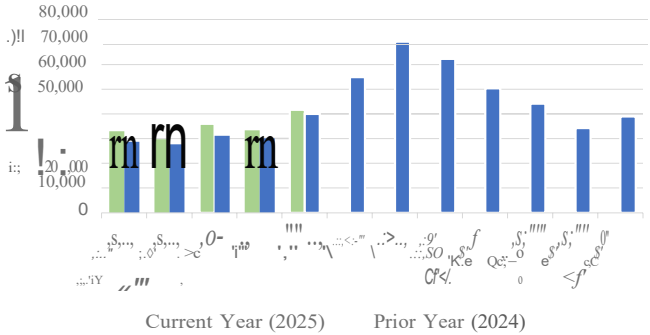
Summary

- Strong enplanement growth with relatively flat seat capacity, -1%Y/Y in May
- Record enplanements in May (41,462)
- MSO surpassed IM total passengers in 2024
- First time in airport history

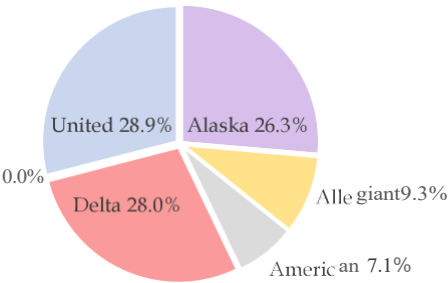
Air Service Highlights

- Summer capacity increases begin to start mid-May
- United continues to lead Delta for MSO market share
- Please reach out with any comments or changes to improve our report going forward!

Passenger Enplanements



2025 Airline Market Share YTD



Passenger	Ops Type	January	February	March	April	MID.	MY	August	September	October	November	December	Total	ID
	Air Carrier	657	588	699	696	746	0	0	0	0	0	0	3,386	8%
	Air Taxi	367	357	404	459	518	0	0	0	0	0	0	2,105	4%
	GA	797	674	1175	1629	2033	0	0	0	0	0	0	6,308	8%
	Military	17	68	44	71	12	0	0	0	0	0	0	212	-36%
	Civil	574	739	887	1029	908	0	0	0	0	0	0	4,137	-15%
	Total	2025	2,412	2,426	3,209	3,884	4,217	0	0	0	0	0	0	16,148
	2024	2,453	2,733	3,703	3,559	3,723	4,612	5,275	5,468	4,170	4,514	2,948	2,606	45,764
Flight	Airlines	February	March	April	MID.	MY	August	September	October	November	December	Total	ID	
	Alaska	8,761	7,894	9,112	8,891	11,092	0	0	0	0	0	45,750	34%	
	Allegiant	2,857	2,676	4,422	2,961	3,241	0	0	0	0	0	16,157	11%	
	American	2,523	1,851	2,122	1,993	3,931	0	0	0	0	0	12,420	-2%	
	Delta	9,033	8,450	9,990	9,996	11,276	0	0	0	0	0	48,745	0%	
	Frontier	0	0	0	0	66	0	0	0	0	0	66	0%	
	Sw/Cow/try	0	0	0	0	0	0	0	0	0	0	0	0	0%
	United	9,531	8,907	10,276	9,540	12,036	0	0	0	0	0	50,290	13%	
	Charters	274	0	153	0	64	0	0	0	0	0	491	-62%	
	Total	2025	32,979	29,778	36,075	33,381	41,706	0	0	0	0	0	173,919	10%
	2024	28,761	27,709	31,282	30,213	40,021	54,943	69,259	62,300	50,472	44,174	34,292	39,080	512,506
LF	2025	79.1%	81.0%	11.7%	78.8%	79.3%							36.1%	
	2024	89.8%	87.0%	84.4%	80.7%	75.1%	71.7%	82.6%	84.2%	87.7%	83.4%	80.3%	86.6%	82.1%
Flight	Airlines	January	February	March	April	MID.	MY	August	September	October	November	December	Total	ID
	Alaska	8,446	8,079	9,478	9,402	11,420	0	0	0	0	0	0	46,825	32%
	Allegiant	2,822	2,477	4,287	3,304	3,515	0	0	0	0	0	0	16,405	13%
	American	2,276	1,809	2,075	1,770	4,266	0	0	0	0	0	0	12,196	4%
	Delta	8,286	8,171	9,773	9,759	11,460	0	0	0	0	0	0	47,449	-1%
	Frontier	0	0	0	0	111	0	0	0	0	0	0	111	0%
	Sw/Cow/try	0	0	0	0	0	0	0	0	0	0	0	0	0%
	United	9,397	9,075	10,013	10,120	12,984	0	0	0	0	0	0	51,589	13%
	Charters	0	0	153	0	64	0	0	0	0	0	0	217	-83%
	Total	2025	31,227	29,611	35,779	34,355	43,820	0	0	0	0	0	0	174,792
	2024	27,054	27,004	31,551	30,446	42,725	59,492	67,464	60,606	47,291	42,235	33,992	38,990	508,850
Total Pax	2025	64,206	59,389	71,854	67,736	85,526	0	0	0	0	0	0	348,711	10%
	2024	55,815	54,713	62,833	60,659	82,746	114,435	136,723	122,906	97,763	86,409	68,284	78,070	1,021,356
	T12M		870,274											
Legend:														