

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

Thursday, August 26, 2021, 3:00 p.m.

GIAA CONFERENCE ROOMS 1 & 2

1. CALL TO ORDER AND ATTENDANCE

The August 26, 2021 regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was called to order by Chairman Bamba at 3:10p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba
Donald I. Weakley
Lucy M. Alcorn (Via VTC)
Zenon E. Belanger
Rosie R. Tainatongo
Doyon A. Morato

Offices or positions:

Chairman
Board Secretary

Directors Absent:

Gurvinder Sobti (Excused)

Vice Chairman

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Juan Reyes
Vince Naputi
Antoniette Bautista
Ken McDonald
Raymond Quintanilla
Victor Cruz
Henry Cruz
Anthony Quidachay

Executive Manager
Deputy Executive Manager
Airport Services Manager
Air Terminal Manager
Airport Police, Chief
Accounting Supervisor
Properties & Facilities Superintendent
Operations Superintendent, Acting
Engineering Supervisor
Procurement
Safety Administrator

William B. Brennan (Via VTC)
Janalynn C. Damian (Via VTC)
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
Calvo Fisher & Jacob, LLP, GIAA Legal Counsel
TMG, GIAA Consultant

Chairman Bamba welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

2. APPROVAL OF AGENDA

On motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously passed via roll call vote:

Resolution No. 21-52

The Board hereby approves the agenda of the August 26, 2021 regular meeting, as presented by Management.

3. APPROVAL OF MINUTES

- A.** June 24, 2021 - Regular Meeting
- B.** July 6, 2021 – Reconvened Meeting

On motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously passed via roll vote:

Resolution No. 21-53

The Board hereby approves the minutes of the June 24, 2021 regular meeting and the July 6, 2021 reconvened regular meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

- A.** Ratification of FAA Grant Agreement

Mr. Frank Santos, GIAA Consultant presented three (3) Federal Aviation Administration (FAA) Grant Agreements for Board ratification.

- 1.** FAA Grant Agreement – 3-66-0001-114-2021: Referenced grant agreement is the Airport Rescue Grant Offer in the amount of \$514,177,582.00.
- 2.** FAA Grant Agreement – 3-66-0001-110-2021: Rehabilitate Runway 6L/24R (Phase 4) in the amount of \$5,148,024.00. Referenced agreement is at 100% FAA share.
- 3.** FAA Grant Agreement: 3-66-0001-113-2021: Update Airport Master Plan or Study in the amount of \$2,222,222.00.

After further discussion, on motion duly made by Director Morato, seconded by Director Belanger, the following resolution was unanimously approved via roll call vote:

Resolution No. 21-54

The Board hereby ratifies Legal Counsel's execution and the Executive Manager's execution and acceptance of the FAA Grant Agreement, Airport Rescue Grant Offer – 3-66-0001-114-2021, in the amount of \$514,177,582.00; FAA Grant Agreement, Rehabilitate Runway 6L/24R (Phase 4) – 3-66-0001-110-2021, in the amount of \$5,148,024.00; FAA Grant Agreement, Update Airport Master Plan or Study – 3-66-0001-113-2021, in the amount of \$2,222,222.00.

6. NEW BUSINESS

A. Approval of GIAA Operating Budget FY2022

The first item discussed by the Board was the approval of GIAA's operating budget for fiscal year 2022. Deputy Executive Manager Hernandez gave a brief overview on a number of key points and highlights to include enplaned passenger projections, retirement contributions, the O & M Budgets and deferred items for Fiscal Years 2020, 2021 and 2022, Capital Improvements, and debt service coverage, stating that GIAA has successfully restructured and reduced debt service payments for fiscal years 2021 to 2024 with the recent bond refunding, which closed August 17, 2021. The Deputy Executive Manager continued the presentation for the Board's information. Discussion and questions by the Board to Management followed.

Mr. Frank Santos gave the Board a brief listing of new Capital Improvement Projects (CIP) for fiscal year 2022. Mr. Santos added that in addition to ongoing projects, the program has identified ten (10) projects in approximately the amount of \$21M, with 70% being funded by the FAA. Mr. Santos advised the Board that projects listed are subject to funding availability and prioritized in terms of need. Discussion followed relative to CIP projects. Chairman Bamba congratulated Management on a great job, and cautioned Management to spend wisely and be mindful during recovery phase.

After further discussion, on motion duly made by Secretary Weakley, Seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

Resolution No. 21-55

The Board hereby approves the Operating Budget for FY2022, as presented.

B. Approval of Award for Management and Infrastructure Support Services to GIAA's Baggage Conveyance Systems – RFP No. RFP-005-FY21

The second item discussed requiring Board action was the award for Management and Infrastructure Support Services to GIAA's Baggage Conveyance Systems. Deputy Executive Manager Hernandez, provided background information to the Board on the referenced RFP including the scope of services, contract term, dates of advertisement of the RFP, proposal submission deadline, and the number of interested proposers. A total of seventeen (17) firms showed their interest by obtaining the RFP package, and two (2) firms submitted proposals before the established deadline. An evaluation committee was established to evaluate the two (2) proposals that were submitted based on the evaluation criteria set forth in the RFP. As a result

of the committee's evaluation, the offerors were found to be responsible and responsive and the ranking result is as follows:

1. Offeror A
2. Offeror B

The term of the contract is for a period of three (3) years with additional two (2) one (1) year option years to be exercised at the sole discretion of GIAA, not to exceed a total contract term of five (5) years, and subject to the availability of funding. The contract will be funded under the Administration Division's O&M Budget.

Management recommends that the Board approve the ranking results and the contract award to Offeror A for the Management and Infrastructure Support Services to GIAA's Baggage Conveyance Systems contract, subject to negotiation of fair and reasonable fees to be submitted by the Offeror at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the highest ranked offeror, the Executive Manager or his designee, may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations.

Chairman Bamba advised Management that as a traveler himself, the baggage conveyance system leaves a lot to be desired, and believes there are areas for improvement. Deputy Executive Manager assured the Board that as part of the RFP, the firms have been evaluated based on the criteria set forth in the Request for Proposals.

After further discussion, on motion duly made by Director Alcorn, Seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

Resolution No. 21-56

The Board hereby approves the ranking results as presented and the contract award to Offeror A for Management and Infrastructure Support Services to GIAA's Baggage Conveyance Systems - RFP No. RFP-005-FY21, subject to Management's negotiation of fair and reasonable fees and review by legal counsel. If GIAA is unable to negotiate a contract with the highest ranked offeror, the Executive Manager or his designee, may enter into negotiations with the next most qualified offeror consistent with the Guam Procurement Law & Regulations.

Deputy Executive Manager Hernandez announced that Offeror 'A' was Air Services International Inc. d.b.a. Menzies Aviation.

C. CIP Contract Modifications

The third matter discussed was proposed contract modifications for two (2) CIP contracts. Mr. Frank Santos, GIAA Consultant presented each modification for the Board's consideration:

- 1) Work Order No. 06: KHLG & Associates, Inc. for GIAA Aircraft Rescue Fire Fighting (ARFF) Facility Construction Phase 2, Construction Management services contract extension in the amount of \$522,721.49. September 1, 2021 is the effective date of the work order, with a completion date of February 15, 2022. Subject to FAA concurrence. Director Belanger announced that he has reviewed the contract modifications and corrected a number of errors.

After further discussion, on motion duly made by Director Belanger, seconded by Director Morato, the following resolution was unanimously approved via roll call vote:

Resolution No. 21-57

The Board hereby approves Work Order No. 06 for GIAA Aircraft Rescue Fire Fighting (ARFF) Facility Construction Phase 2, Construction Management services contract extension in the amount of \$522,721.49 to KHLG & Associates, Inc. subject to FAA approval.

- 2) Work Order No. E&A 2014-21: E&A Engineers for GIAA Terminal Building Structural Upgrade & Concourse Isolation, Post Construction Award Services (PCAS) extension in the amount of \$419,276.72. Effective date of work order is September 1, 2021, with a completion date of December 31, 2021.

After further discussion, on motion duly made by Director Belanger, seconded by Director Weakley, the following resolution was unanimously approved via roll call vote:

Resolution No. 21-58

The Board hereby approves Work Order No. E&A 2014-20, extension of Post Construction Award Services Contract for the GIAA Terminal Building Structural Upgrade & Concourse Isolation project, in the amount of \$419,276.72 to E&A Engineers for the period of September 1, 2021 to December 31, 2021.

A. Policies and Procedures – Video Teleconferencing and Live Broadcast

The next item discussed were policy and procedure revisions regarding video teleconferencing and live broadcasting. February 28, 2019 GIAA Board of Directors adopted policies and procedures for Board Member Attendance Via Video Teleconference (VTC). Effective July 11, 2021, new legislation required revisions to said policy. Legal Counsel, Anita Arriola outlined the policy changes. Brief discussion followed, with a notation of a correction required regarding the exception of Executive Session in paragraph 5.c.

After further discussion, on motion duly made by Director Belanger, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

Resolution No. 21-60

The Board hereby adopts the revisions to the Policies and Procedures of Board Member Attendance at Board Meetings Via Video Teleconferencing and Live Broadcasting, subject to the noted correction .

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Executive Manager Quinata. The report included brief updates on Airport operations, CIPs and Regulatory updates. Discussion occurred between Board Members and Management relative to the Bond Refunding and transferring and deposit of funds.

8. REPORT OF THE COMPTROLLER

Ms. Antoniette Bautista, Accounting Supervisor reported on the revenues and expenses of the Authority as of **July 31, 2021**. Ms. Bautista reported that year-to-date Total Signatory Revenues are below budgeted revenues by **73.5%**, year-to-date Total Concession Revenues and Passenger Facility Charges are below budget by **33.0%** and **95.2%**, respectively. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues are below the budget estimate by **4.1%**. Year-to-date Total Operating Revenues Actual of **\$23.1M** is **48.6%** below the budget estimate of **\$45.0M**. Year-to-date Total Operating Expenses are below budget by **19.1%**. Components of this line item include a **3.2%** decrease in Personnel Service, a **29.5%** decrease in Contractual Services, a **66.9%** decrease in Materials & Supplies and a **100%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$-5.7M** reflects a decrease of **161.6%** over the year-to-date budgeted amount of **\$9.3M**. Ms. Bautista reported that the year-to-date Debt Service Coverage is at **0.79** versus the requirement of **1.25**.

9. EXECUTIVE SESSION

The next item on the agenda was Executive Session.

Upon written recommendation of counsel, Calvo Fisher & Jacob, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 5:08 p.m.

The Board convened into Executive Session at 5:08 p.m. to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party. Attending Executive Session in the Board conference room, were Directors Bamba, Weakley, Belanger, Tainatongo and Morato, and Executive Manager Quinata. Attending Executive Session via video teleconference, were Director Alcorn and Legal Counsel, Janalynn Damian. Also present via video teleconference was the court reporter, who will prepare a transcript of the Executive Session.

Executive Session adjourned at 5:41 p.m., at which time the Board reconvened regular session.

Based on discussions during Executive Session, there was a matter for Board approval.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Belanger, the following resolution was unanimously approved:

Resolution No. 21-59

BE IT RESOLVED, by the Board of Directors of the Antonio B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The Board hereby authorizes the Authority, represented by the Chairman of this Board, the Executive Manager of the Authority and members of the Authority staff and consultants designated in writing by said Chairman or Executive Manager (said Chairman, Executive Manager and designated staff, whether acting individually or collectively, are referred to herein as "Authorized Officers"), in consultation with legal counsel, to engage in mediation ("DFS mediation") with DFS Guam L.P. ("DFS") to attempt to resolve and settle all disputes between the Authority and DFS currently in litigation ("DFS-related litigation").

Section 2. The Board delegates to the Authorized Officers authority to negotiate a settlement during the DFS mediation, in consultation with legal counsel, of the DFS-related litigation, subject to Board approval and any other conditions or approvals that may be required.

Section 3. All actions heretofore taken by the officers, representatives or agents of the Authority in connection with the DFS mediation are hereby ratified, confirmed and approved.

Section 4. The Authorized Officers are authorized to do all things necessary and proper to implement this resolution.


Section 5. This resolution shall take effect from and after its adoption.

10. PUBLIC COMMENTS

There were no Public Comments.

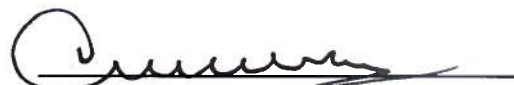
Motion to adjourn duly made by Secretary Weakley, seconded by Director Belanger; motion unanimously passed. The meeting was adjourned at 5:44 p.m.

Dated this 15th, day of October, 2021.



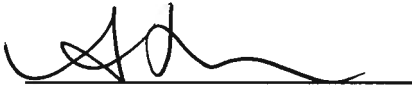
Brian J. Bamba
Chairman

Attest:



Donald I. Weakley
Board Secretary

Prepared and Submitted By:



Amanda O'Brien
Corresponding Secretary

BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RESOLUTION NO. 21-59

RESOLUTION AUTHORIZING MEDIATION OF DFS-
RELATED LITIGATION AND GRANTING AUTHORITY TO
SETTLE

BE IT RESOLVED, by the Board of Directors of the Antonio B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The Board hereby authorizes the Authority, represented by the Chairman of this Board, the Executive Manager of the Authority and members of the Authority staff and consultants designated in writing by said Chairman or Executive Manager (said Chairman, Executive Manager and designated staff, whether acting individually or collectively, are referred to herein as “Authorized Officers”), in consultation with legal counsel, to engage in mediation (“DFS mediation”) with DFS Guam L.P. (“DFS”) to attempt to resolve and settle all disputes between the Authority and DFS currently in litigation (“DFS-related litigation”).

Section 2. The Board delegates to the Authorized Officers authority to negotiate a settlement during the DFS mediation, in consultation with legal counsel, of the DFS-related litigation, subject to Board approval and any other conditions or approvals that may be required.

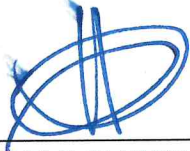
Section 3. All actions heretofore taken by the officers, representatives or agents of the Authority in connection with the DFS mediation are hereby ratified, confirmed and approved.

Section 4. The Authorized Officers are authorized to do all things necessary and proper to implement this resolution.

Section 5. This resolution shall take effect from and after its adoption.

[SIGNATURE PAGE FOLLOWS]

DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE AUGUST 26, 2021 REGULAR BOARD MEETING.



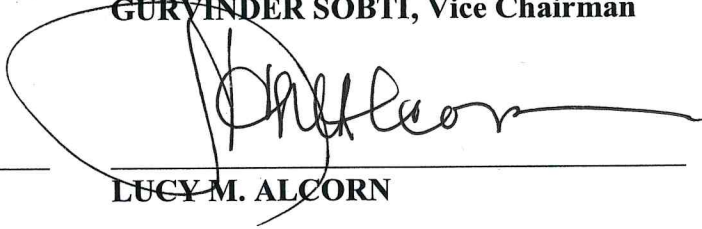
BRIAN J. BAMBA, Chairman

ABSENT

GURVINDER SOBTI, Vice Chairman



DONALD I. WEAKLEY



LUCY M. ALCORN



ZENON E. BELANGER

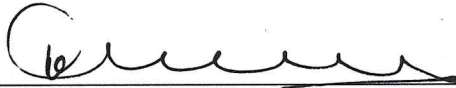


ROSIE TAINATANGO



DOYON A. MORATO

ATTEST:



DONALD I. WEAKLEY, Secretary

BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Thursday, August 26, 2021

GIAA CONFERENCE ROOMS 1 & 2

Public Notice

First Notice:

Daily Post – August 19, 2021

Notice to Media – August 19, 2021

Second Notice:

Daily Post – August 24, 2021

Notice to Media – August 24, 2021

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. June 24, 2021 Regular Meeting
 - B. July 6, 2021 Reconvened Meeting
4. Correspondence
5. Old Business
 - A. Ratification of FAA Grant Agreement
6. New Business
 - A. Approval of GIAA Operating Budget FY2022
 - B. Approval of Award for Management and Infrastructure Support Services to GIAA's Baggage Conveyance Systems – RFP No. RFP-005-FY21
 - C. CIP Contract Modifications
 - D. Policies and Procedures – Video Teleconferencing and Live Broadcast
7. Report of Executive Manager
8. Report of the Comptroller
9. Executive Session
10. Public Comments
11. Adjournment



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Board of Directors Regular Meeting
3:00 p.m., Thursday, August 26, 2021
GIAA Terminal Conference Rooms 1 & 2

	<u>PRINT NAME</u>	<u>SIGN-IN SHEET COMPANY/AGENCY</u>	<u>CONTACT NO./EMAIL</u>
1.	FRANK SANTOS	TMG	688-9622
2.	ANN BAUTISTA	ACUT.	489-6876
3.	Jeem Amora	GIAA	6468305
4.	Vince Naputi	GIAA	642-4620
5.	Anthony Driedger	GIAA	646-0300
6.	Raymond Quintanilla	GIAA	686 8211
7.	Henry Cruz	GIAA	642-5149
8.	VICTOR J. CRUZ	GIAA	642-4438
9.	JUAN PENEZ	GIAA	642 4450
10.			
11.	ZOOM:		
12.	Joe Javellana	GIAA	
13.	William Brennan	Arriola Law Firm	
14.	Janalynn Damian	Calvo Fisher & Jacob	
15.	Eduardo Calvo	Calvo Fisher & Jacob	
16.	Morgan Legel		
17.	Guam Daily Post		
18.	Steve Limtiaco		
19.	Georgo Castro		
20.			

Leading Cuba dissident ordered to complete his sentence in prison

HAVANA (Reuters) - Cuba has revoked the right to home detention of leading dissident Jose Daniel Ferrer and ordered him to serve the remaining four years of a sentence for assault in prison, sparking criticism that the order was politically motivated.

Ferrer, leader of the Patriotic Union of Cuba, or UNPACU, one of the communist-run country's largest and most active opposition groups, was arrested in October 2019 on charges of abducting and assaulting a man.

He denied the charges but was convicted in February 2020, with his 41/2 year prison sentence commuted to house arrest two months later under international pressure.

At the time, Cuba called Ferrer a U.S.-financed counter-revolutionary but said he was not arrested for his political views. Critics said the government invents in common crimes to

impute to its opponents that it can silence them while claiming not to have political prisoners.

Ferrer told Reuters he would not comply with one of the conditions of his house arrest: that he refrain from political activism.

On July 11, he was arrested as he attempted to join a protest in his eastern city of Santiago de Cuba, that was part of an unprecedented wave of anti-government protests nationwide, and held in "preventative prison" on charges of public disorder.

Since then, relatives say they have not been able to speak to him or visit him. This week they shared a court document dated Aug. 12 showing authorities had determined Ferrer had contravened the terms for his right to home detention for his previous conviction.

As such, he should stay in prison



FERRER: Jose Daniel Ferrer, who leads the Patriotic Union of Cuba, the country's largest dissident group, holds up a T-shirt with the writing "God, Fatherland, Freedom" in Palmarito de Cauto, Cuba, on March 25, 2012. Mariana Bazo/Reuters

to serve the remaining 4 years and 14 days of his original sentence, according to the document.

"This is absolutely motivated by politics, not the law, he didn't commit any crime, they just don't want him on the streets of Cuba because they are afraid," said Ferrer's sister Ana Belkis Ferrer.

Rights activists say authorities have used the wave of detentions in the wake of the July 11 protests to silence some of the country's most charismatic opponents.

The government blames the protests on counter-revolutionaries backed by its old and much larger foe the United States, that has long openly sought to force political change on the island.

Ferrer's relatives say they are worried about his health, especially as he had vowed to go on a hunger strike if he were detained on July 11 but has been incommunicado since.

"No-one has been able to speak to Jose Daniel, not even by phone," said Ferrer's sister. "It's a constant uncertainty."

Pope Francis urges vaccinations 'to protect us from COVID-19'

VATICAN CITY (Reuters) - Pope Francis issued an appeal on Wednesday urging people to get inoculated against COVID-19, saying the vaccines could bring an end to the pandemic, but needed to be taken by everyone.

"Thanks to God's grace and to the work of many, we now have vaccines to protect us from COVID-19," the pope said in a video message made on behalf of the nonprofit U.S. group the Ad Council and the public health coalition COVID Collaborative.

"They grant us the hope of ending the pandemic, but only if they are available to all and if we work together."

Vaccines are widely available in mainly wealthier nations, but mistrust and hesitancy over the newly developed shots have meant that many people are refusing to take them, leaving them especially vulnerable as the Delta variant spreads.

By contrast, poorer nations still do not have access to large-scale vaccine supplies.

Medical experts have warned that ever-more dangerous variants might develop if the virus is allowed to circulate in large pools of non-vaccinated people.

Pope Francis was himself vaccinated in March, saying at the time that it was an ethical obligation.

"Vaccination is a simple but profound way of promoting the



VATICAN: Pope Francis holds the weekly general audience at the Paul VI Audience Hall at the Vatican on Aug. 11. Guglielmo Mangiapane/Reuters

common good and caring for each other, especially the most vulnerable. I pray to God that everyone may contribute their own small grain of sand, their own small gesture of love," the pope said in his latest video message.

The Ad Council and COVID Collaborative launched vaccine public service announcements to the U.S. public in January across television, websites and social media.

In a statement, the Ad Council said the pope's message represented its first campaign designed for a global audience.

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

Reyes Jr., Thomas Santos
DBA: UPTOWN PUB & GRILL

has applied for a Class: Four (4) General-On-Sale Alcoholic Beverage License said premises being marked as Lot: 7010 3 7 389 Chalan Pale Ramon Haya Yigo

PUBLIC NOTICE

The Board of Directors of the A.B. Won Pat International Airport Authority, Guam (GIAA) will convene its Regular Board meeting on Thursday, August 26, 2021 at 3:00 p.m. in Terminal Conference Rooms No. 1 & 2 and by Videoconference and Live Streamed via GIAA website: <https://www.guaairport.com>

Agenda: 1. Call to Order 2. Approval of Agenda 3. Approval of Minutes 4. Correspondence 5. Old Business: A. Ratification of FAA Grant Agreement 6. New Business: A. Approval of GIAA Operating Budget FY2022 B. Approval of Award for Management and Infrastructure Support Services – RFP No. RFP-005-FY21 C. CIP Contract Modifications D. Policies and Procedures – VTC and Live Broadcast 7. Report of Executive Manager 8. Report of the Comptroller 9. Executive Session - DFS Guam L.P. related litigation to which GIAA is or may be a party 10. Public Comments 11. Adjournment

Parking is available in the Public Parking Lot. For special accommodations, please call the Board Office at 642-4717/18.

(This ad paid for by GIAA)



GUAM ELECTION COMMISSION

Kumision Ilekcion Guahan
414 W Soledad Ave., Ste 200 GCIC Building Hagåtña, GU 96910
Tel: 671.477.9791 • Fax: 671.477.1895
E-Mail: vote@gec.guam.gov Website: www.gec.guam.gov



GUAM ELECTION COMMISSION REGULAR MEETING

The Guam Election Commission has scheduled its monthly meeting for **Thursday, August 26, 2021 at 5:30 p.m.**, at the Guam Election Commission Conference Room, Hagåtña, Guam.

This meeting will be streamed live at GEC's website: <http://www.gec.guam.gov/board>.

Agenda: I. Call to Order – Certification of a Quorum. II. Certification of Public Notices. III. Approval of Agenda. IV. Approval of Minutes - 6/17/21. V. Correspondence - a. Bill 159-36 (Youth Voter Act of 1021) b. Bill 173-36 (Election related Issues) c. Bill 174-36 (addressing Election timelines). VI. Executive Director's Report. VII. Old Business - Executive Director Evaluation. VIII. New Business - US EAC Chairman visit. IX. Legal Counsel Report. X. Public Comments. XI. Executive Session XII. Next Meeting. XIII. Adjournment.

For individuals requiring special accommodations, auxiliary aids or services please contact the Guam Election Commission. For more information, you may call Tammy Z. Ramirez at (671) 477-9791 or send an email to vote@gec.guam.gov.

This advertisement is paid with Government funds.

Suspect in senior center burglary: Sold \$20K worth of items for meth

By Nick Delgado
nick@postguam.com

A man accused in the alleged theft of more than \$20,000 in items from the Tamuning Senior Center was arrested after he allegedly admitted to police that he sold and traded the items for methamphetamine.

Vince Peter Torre Garrido, 53, was a

charged with burglary as a second-degree felony, theft as a second-degree felony, possession of a Schedule II controlled substance as a third-degree felony, criminal trespass as a misdemeanor, and criminal mischief as a misdemeanor.

According to court documents, a burglary was reported at the seniors center on Aug. 4 after witnesses found

the office window smashed, the center was rummaged through, the outside security camera was missing, and the wires to other cameras were cut.

Among the items taken were several Bose speakers, a mountain bike, a microphone, items for a public address system, and a stereo, documents state.

Authorities were still able to iden-



Vince Peter Torre Garrido

tify the suspect on surveillance footage.

The suspect allegedly admitted to the burglary after being spotted by police at a Tamuning store on Aug. 20.

He told officers that he sold all of the items for drugs, adding that there was nothing left, documents state.

He also allegedly admitted that he expected to get caught.

During a search, police found a glass pipe with meth residue, documents state.

Sex offender charged in new child porn case

By Nick Delgado
nick@postguam.com

A twice-convicted sex offender is facing new federal charges that alleged he possessed child pornography.

Jason Solatario Brown, 46, was indicted on charges of receipt of child pornography, distribution of child pornography, and possession of child pornography in the District Court of Guam.

According to the indictment handed down on Aug. 11, Brown received a video of a minor engaging in sexually explicit conduct between Nov. 13 to Nov. 15, 2020.

He also allegedly distributed at least seven explicit videos with minors between Oct. 31 to Nov. 1, 2020.

On Nov. 24, 2020, Brown was accused of possessing at least 12 videos and seven images of minors engaged in sexual acts, documents state.

Federal investigators forfeited a



Jason Solatario Brown

Samsung Galaxy cellphone from Brown, documents state.

He is scheduled to answer the charges in court today.

Brown is also set to hear his fate in a separate federal case in which he pleaded guilty to attempted enticement of a minor earlier this year.

In that separate case, he admitted he attempted to get someone he believed was a 13-year-old boy to have sex with him.

The account, however, was set up

by the FBI as part of a joint Internet Crimes Against Children operation with the Air Force Office of Special Investigations.

He faces 10 years to life in the Bureau of Prisons and a fine of up to \$250,000 in that case.

According to the Guam Sex Offender Registry, Brown was convicted in 2001 of two counts of fourth-degree criminal sexual conduct as a misdemeanor, and again in 2006 of two counts of second-degree criminal sexual conduct as a first-degree felony. The victims were boys ages 5 and 14.

PUBLIC NOTICE

The Board of Directors of the A.B. Won Pat International Airport Authority, Guam (GIAA) will convene its Regular Board meeting on Thursday, August 26, 2021 at 3:00 p.m. in Terminal Conference Rooms No. 1 & 2 and by Videoconference and Live Streamed via GIAA website: <https://www.giaaairport.com>

Agenda: 1. Call to Order 2. Approval of Agenda 3. Approval of Minutes 4. Correspondence 5. Old Business: A. Ratification of FAA Grant Agreement 6. New Business: A. Approval of GIAA Operating Budget FY2022 B. Approval of Award for Management and Infrastructure Support Services – RFP No. RFP-005-FY21 C. CIP Contract Modifications D. Policies and Procedures – VTC and Live Broadcast 7. Report of Executive Manager 8. Report of the Comptroller 9. Executive Session – DFS Guam L.P. related litigation to which GIAA is or may be a party 10. Public Comments 11. Adjournment

Parking is available in the Public Parking Lot. For special accommodations, please call the Board Office at 642-4717/18.

(This ad paid for by GIAA)

THE GUAM PUBLIC UTILITIES COMMISSION NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that the Guam Public Utilities Commission [PUC] will conduct a regular business meeting, commencing at 6:30 p.m. on August 26, 2021, Third Floor, GCIC Building, 414 W. Soledad Ave., Hagåtña.

The following business will be transacted:

Agenda

1. Approval of Minutes of July 29, 2021
2. Guam Power Authority
 - GPA Docket 21-16, Petition to Approve the Contract with Tristar Terminals Guam, Inc. for the Lease of an Additional Storage Tank for Diesel Fuel, PUC Counsel Report, and Proposed Order
 - GPA Docket 21-17, Petition to Approve the Amendment to the Contract for Residual Fuel Oil No. 6 for the Baseload Power Generating Plants, ALJ Report, and Proposed Order
3. Administrative Matters
 - Bookkeeping Services for PUC
 - FY2020 PUC Citizen Centric Report
 - Budget Review
4. Other Business

Due to the current public health emergency, all persons attending the meeting will be required to wear masks. Social distancing protocols will be observed. Further information about the meeting may be obtained from the PUC's Administrator Lou Palomo at 472-1907. The meeting will be broadcast live on the PUC website at guampuc.com. Those persons who require special accommodations, auxiliary aids, or services to attend the meeting should also contact Ms. Palomo.

This Notice is paid for by the Guam Public Utilities Commission.



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96925
Telephone: 671-477-9911/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

REGULAR MEETING OF THE BOARD OF DIRECTORS
Jose D. Leon Guerrero Commercial Port
Thursday, August 26, 2021
Virtual Board Meeting
3:00 p.m.

AGENDA

- CALL TO ORDER
- APPROVAL OF MINUTES
 1. July 29, 2021 – Regular Board Meeting
- PUBLIC COMMENTS
- GENERAL MANAGER'S REPORT
- OLD BUSINESS
- NEW BUSINESS
 1. IFB-PAG-003-21 CCTV Surveillance System and Access Control System Replacement Project and Preventive Maintenance Services
 - a. Resolution No. 2021-09 – Relative to petitioning Public Utilities Commission on IFB-PAG-003-21
 2. RFP-PAG-020-005 Performance Management Contract for Gantry Cranes
 - a. Resolution No. 2021-10 – Relative to petitioning Public Utilities Commission on RFP-PAG-020-005
 3. MOU: US Army Reserve regarding construction projects/maintaining facility infrastructure
 4. Fiscal Year 2022 – Proposed Budget
- ADJOURNMENT

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RESUME

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Thursday, June 24, 2021, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The June 24, 2021 regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam (“GIAA” or the “Authority”) was called to order by Chairman Bamba at 3:03 p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba
Gurvinder Sobti (Via VTC)
Donald I. Weakley
Lucy M. Alcorn (Via VTC)
Zenon E. Belanger
Rosie R. Tainatongo (Via VTC)
Doyon A. Morato (Via VTC)

Offices or positions:

Chairman
Vice Chairman
Board Secretary

Directors Absent:

None

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Antoniette Bautista
Ken McDonald
Raymond Quintanilla
Victor Cruz
Joseph Javellana (Via VTC)
Dean Delgado

Executive Manager
Deputy Executive Manager
Airport Services Manager
Assistant Comptroller, Acting
Properties & Facilities Superintendent
Operations Superintendent, Acting
Engineering Supervisor
Property Management Office
Airport Police

William Brennan (Via VTC)
Janalynn C. Damian (Via VTC)
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
Calvo Fisher & Jacob, LLP, GIAA Legal Counsel
TMG, GIAA Consultant

Chairman Bamba welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

2. APPROVAL OF AGENDA

Executive Manager Quinata suggested that the agenda be amended to table New Business item 6B, Request for Recruitment Above Designated Implementation Range. The Board had no objection.

On motion duly made by Director Alcorn, seconded by Vice Chairman Sobti, the following resolution was unanimously passed via roll call vote:

Resolution No. 21-46

The Board hereby amends the agenda of the June 24, 2021 regular meeting, to table New Business Item 6B, Request for Recruitment Above Designated Implementation, as recommended by Management.

3. APPROVAL OF MINUTES

A. May 27, 2021 - Regular Meeting

On motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously passed via roll vote:

Resolution No. 21-47

The Board hereby approves the minutes of the May 27, 2021 regular meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

Executive Manager Quinata advised there was no Old Business to present.

6. NEW BUSINESS

A. Board Resolution No. 21-48: Bond Refunding

The first item discussed by the Board was Board Resolution 21-48 relative to Resolution Determining to Issue and Sell General Revenue Bonds to Refund Certain Outstanding General Revenue Bonds, And Approving and Authorizing Related Documents, Agreements and Actions. Deputy Executive Manager gave the Board a brief background and went on to say that since the Legislature passing Public Law 35-137 on January 4, 2021, GIAA has been working with GEDA, Bond Counsel and Stakeholders to prepare relevant items for Board approval. The goal of the Bond refinancing and restructuring portion of current issuance is to achieve savings, and assist

the airport in balance financial needs and recovery portion of fiscal year 2021. The estimated debt service savings from lower interest rates is more than 2%, approximately 7.7M over the lifetime of the bond, provided no additional refunding. Discussion followed, with Deputy adding that the debt service payments currently are \$13.7M, possibly reducing to approximately \$6M for Fiscal year 2020, and for fiscal year 2021, restructuring debt service payments \$23M to \$8M.

Director Morato inquired if there would be any drawbacks from issuing the bonds at this time. Deputy Executive Manager advised the Board that after completing analysis, July 2021 is the most opportune time. Deputy Executive Manager explained each documents requiring Board approval.

After further discussion, on motion duly made by Vice Chairman Sobti, Director Belanger, the following resolution was unanimously approved via roll call vote:

Resolution No. 21-48

WHEREAS, pursuant to Chapter 1 of Title 12 of the Guam Code Annotated, as amended (the “Act”), the A.B. Won Pat International Airport Authority, Guam (the “Authority”) is authorized to issue and sell revenue bonds for the purpose of providing money to be used for the cost of the acquisition, purchase, construction, reconstruction, improvement, betterment or extension of the Antonio B. Won Pat Guam International Air Terminal, together with related facilities or other airports and related facilities (as more particularly described in the Act, the “Airport”), and for the purpose of refunding any bonds then outstanding under the Act, subject to the requirements and limitations set forth in the Act;

WHEREAS, Section 1208(a) of the Act and Section 50103(k) of Division 2 of Title 12 of the Guam Code Annotated additionally require the approval of the Legislature of Guam (the “Legislature”) and the Guam Economic Development Authority (“GEDA”) prior to the issuance of such bonds;

WHEREAS, the Authority entered into an indenture, dated as of September 1, 2003, as supplemented and amended (the “Indenture”), providing for the issuance of A.B. Won Pat International Airport Authority, Guam General Revenue Bonds (the “Bonds”);

WHEREAS, the Authority proposes to issue and sell one or more new series of Bonds under the Indenture (the “2021 Bonds”), on a tax-exempt or taxable basis, for the purpose of refunding all or a portion of the outstanding A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series A, A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series B, A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series C, A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2019 Series A and A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2019 Series B (Taxable) (collectively, the “Prior Bonds”) previously issued under the Indenture, and paying related costs of issuance and of such refunding;

WHEREAS, this Board of Directors (the “Board”) has determined that it is in the best interests of the Authority to redeem, defease or otherwise retire such outstanding Prior Bonds, and that it

is in the best interests of the Authority to issue the 2021 Bonds pursuant to the Act for the purposes described in this resolution;

WHEREAS, the Legislature, by the enactment of Bill 429-35, signed into law by the Governor of Guam (the "Governor") as Public Law 35-137 on January 4, 2021 (the "Bond Act"), has provided its approval for the issuance of the 2021 Bonds, subject to the conditions and limitations set forth therein, and GEDA has provided its approval;

WHEREAS, this Board desires to approve the issuance and sale of the 2021 Bonds, and certain documents and instruments in connection with the 2021 Bonds, and to authorize the appropriate officers and employees of the Authority to determine the terms of the 2021 Bonds to be issued and to proceed with arrangements for the sale of the 2021 Bonds and the refunding of the Prior Bonds; and

WHEREAS, there have been presented to this Board proposed substantially final forms of certain documents pursuant to which the 2021 Bonds are proposed to be issued and sold and pursuant to which the Prior Bonds are to be refunded or defeased;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the A.B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The form of Fifth Supplemental Indenture (the "Supplemental Indenture"), among the Authority, Bank of Guam, as Trustee (the "Trustee") and U.S. Bank National Association, as Co-Trustee (the "Co-Trustee"), supplementing the Indenture and providing for the issuance of the 2021 Bonds, presented to this meeting in substantially final form, is hereby approved, with such additions, changes and modifications as the Chairman of this Board, the Executive Manager of the Authority or members of the Authority staff designated in writing by said Chairman or Executive Manager (said Chairman, Executive Manager and designated staff, whether acting individually or collectively, are referred to herein as "Authorized Officers") may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Supplemental Indenture executed by the Authorized Officers, who are hereby authorized and directed to execute the same. The final Supplemental Indenture shall specify the denomination or denominations and series designations in which the 2021 Bonds shall be issued.

Section 2. The form of Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the Authority and Digital Assurance Certification, LLC, or such other dissemination agent as may be named therein, presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Continuing Disclosure Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same.

Section 3. The form of Bond Purchase Agreement (the "Bond Purchase Agreement") to be executed by the Authority, GEDA and Barclays Capital Inc., as representative of the underwriters of the 2021 Bonds named therein (the "Underwriters"), presented to this

meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Bond Purchase Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same. The Bond Purchase Agreement shall specify the aggregate principal amount of 2021 Bonds to be issued, the number of series of such 2021 Bonds, the maturity or maturities (which shall not extend beyond October 1, 2043) and the fixed interest rate or rates of the 2021 Bonds and the price or prices at which the 2021 Bonds are sold.

Section 4. The form of Escrow Agreement (the “Escrow Agreement”) between the Authority and the escrow agent named therein presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Escrow Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same.

Section 5. The form of preliminary official statement (the “Preliminary Official Statement”) presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the execution of a certificate deeming final the Preliminary Official Statement for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission by the Authorized Officers. Each of the Authorized Officers is hereby authorized to execute and deliver such certificate, to authorize the Underwriters to distribute such Preliminary Official Statement to potential purchasers of the 2021 Bonds and other interested parties, and to execute and cause to be delivered a final official statement (the “Official Statement”) to purchasers of the 2021 Bonds and other interested parties, in substantially the form of the Preliminary Official Statement but with such additions, changes and modifications from the Preliminary Official Statement as the Authorized Officers may approve upon consultation with staff and legal counsel, such approval to be conclusively evidenced by the execution and delivery of such final Official Statement by one or more of the Authorized Officers. The Underwriters are hereby authorized to cause the Official Statement to be delivered to the purchasers of the 2021 Bonds and to be distributed in preliminary form in connection with the marketing and sale of the 2021 Bonds.

Section 6. The sale, issuance and delivery of the 2021 Bonds, pursuant to the Bond Act and the Indenture, as supplemented by the Supplemental Indenture, in one or more series, which may be taxable or tax-exempt, and in an aggregate principal amount not to exceed the amount authorized by the Bond Act, is hereby approved. Notwithstanding any other provision of this resolution, the 2021 Bonds and all obligations of the Authority under the Indenture as supplemented shall be limited obligations payable solely from the revenues and other assets of the Authority available for such purpose and shall not be a debt or liability of the Government of Guam.

Section 7. The Authorized Officers of the Authority are hereby authorized and directed to do any and all things and to execute and deliver any and all certificates, agreements and documents which they may deem necessary or advisable in order to effectuate

the purposes of this resolution. Such actions may include, but are not limited to, the distribution of information and material relating to the Authority and the 2021 Bonds and the execution and delivery of a letter of representations regarding book-entry provisions to The Depository Trust Company, the publication of any notices and consummation of any proceedings necessary to comply with the Act, the Bond Act and the Internal Revenue Code of 1986 (the "Code"), including requirements of the Tax Equity and Fiscal Responsibility Act of 1982, and any reports required to be prepared and delivered by or in coordination with GEDA or the Authority pursuant to the Bond Act, execution of any agreements, amendments, terminations, notices, consents or directions in connection with the refunding of the Prior Bonds or the investment of any funds on deposit under the Indenture, and the execution and delivery of any tax certificate or other closing certificates or amendments to be delivered in connection with the issuance, sale and delivery of the 2021 Bonds and the refunding of the Prior Bonds. The Authorized Officers are hereby expressly authorized to arrange for such bond insurance, reserve fund surety bond or other supplemental security arrangements for all or such portion of the 2021 Bonds as they may deem in the public interest, and to enter into any other agreements or amendments deemed by them to be necessary or appropriate in connection therewith.

Section 8. All actions heretofore taken by the officers, representatives or agents of the Authority in connection with the issuance and sale of the 2021 Bonds are hereby ratified, confirmed and approved.

Section 9. This resolution shall take effect from and after its adoption and upon the approval by the Governor of this resolution in writing as required by Section 1208(a) of the Act.

B. Request for Recruitment Above Designated Implementation Range – *TABLED*

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Executive Manager Quinata. The report included brief updates on Airport operations, CIPs and Regulatory updates.

8. REPORT OF THE COMPTROLLER

Ms. Antoniette Bautista, Accounting Supervisor reported on the revenues and expenses of the Authority as of **May 31, 2021**. Ms. Bautista reported that year-to-date Total Signatory Revenues are below budgeted revenues by **72.0%**, year-to-date Total Concession Revenues and Passenger Facility Charges are below budget by **40.8%** and **94.0%**, respectively. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues are above the budget estimate by **2.6%**. Year-to-date Total Operating Revenues Actual of **\$17.3M** is **48.8%** below the budget estimate of **\$33.9M**. Year-to-date Total Operating Expenses are below budget by **10.2%**. Components of this line item include a **20.9%** increase in Personnel Service, a **31.8%** decrease in Contractual Services, a **73.6%** decrease in Materials & Supplies and a **100%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual

year-to-date Net Revenues from Operations of **\$-8.2M** reflects a decrease of **251.6%** over the year-to-date budgeted amount of **\$5.4M**. Ms. Bautista reported that the year-to-date Debt Service Coverage is at **0.60** versus the requirement of **1.25**.

9. EXECUTIVE SESSION

There was no Executive Session.

10. PUBLIC COMMENTS

There were no Public Comments.

After further discussion, on motion duly made by Vice Chairman Sobti, seconded by Director Belanger, the following resolution was unanimously approved:

Resolution No. 21-49

The June 24, 2021 Regular Meeting of the Board of Directors of A.B. Won Pat International Airport Authority, Guam is hereby adjourned until Tuesday, July 6, 2021 at 3:00 p.m., to reconvene at the GIAA Conference Room 355 Chalan Pasaheru, Tamuning, Guam, 96913.

The item to be addressed at such meeting, will be continued discussion of Item 6.B., Request for Recruitment Above Designated Implementation Range on the Agenda of the June 24, 2021 Regular Meeting of the GIAA Board of Directors.

The meeting recessed at 4:14 p.m.

Dated this _____, day of _____, 2021.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted By:

Amanda O'Brien
Corresponding Secretary

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Tuesday, July 6, 2021, 3:00 p.m. *Reconvened*
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") held on June 24, 2021 was reconvened and called to order by Chairman Bamba at 3:03 p.m. at the GIAA Terminal Conference Rooms #1 & #2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba (Via VTC)
Gurvinder Sobti (Via VTC)
Donald I. Weakley
Zenon E. Belanger
Rosie R. Tainatongo (Via VTC)
Doyon A. Morato (Via VTC)

Offices or positions:

Chairman
Vice Chairman
Board Secretary

Directors Absent:

Lucy M. Alcorn (Excused)

GIAA Officials:

John M. Quinata	Executive Manager
John A. Rios	Comptroller
Jean M. Arriola	Airport Services Manager
Ken McDonald	Properties & Facilities Superintendent
Raymond Quintanilla	Operations Superintendent, Acting
Victor Cruz	Engineering Supervisor
Joseph Javellana (Via VTC)	Property Management Office
Dean Delgado	Airport Police

Anita Arriola (Via VTC)	Arriola Law Firm, GIAA Legal Counsel
Frank R. Santos	TMG, GIAA Consultant

Chairman Bamba welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

2. APPROVAL OF AGENDA

Chairman Bamba announced that today's Board meeting agenda is a continuation of the June 24, 2021 Board meeting and that the only agenda item is item 6B, which was tabled at said meeting.

On motion duly made by Director Morato, seconded by Vice Chairman Sobti, the following resolution was unanimously passed via roll call vote:

Resolution No. 21-50

The Board hereby approves the agenda of the July 6, 2021 reconvened meeting, as recommended by Management.

2. NEW BUSINESS

A. Request for Recruitment Above Designated Implementation Range

Ms. Jean Arriola presented the request for recruitment above designated implementation range for Mr. Juan S. A. Reyes, applicant for the Air Terminal Manager position. When the Airport recruited for the said position the recruitment level was at Grade P, Step 8, Sub-Step A, \$103,744.00 per annum. To arrange Grade P, Step 10, Sub-Step, \$112,340.00.

Pursuant to 4 GCA §6205.2(a), with the Board having exclusive authority over compensation, the Airport is able to recruit above the designated implementation range for exceptional qualifications, including above Step 10.

Ms. Arriola presented a brief background to the Board of Mr. Reyes's exceptional qualifications, possessing over 32 years of relevant work experience in airport operations and management. Currently Mr. Reyes is the General Manager at Project Management Inc. and earns a salary of \$130,000.00 per annum. Ms. Arriola advised the Board that Mr. Reyes requests a minimum annual salary of \$130,000.00 acceptable for the position of Air Terminal Manager, as stated in a letter to Executive Manager Quinata dated May 17, 2021.

Ms. Arriola announced the various compliance regulations required by Guam law, at which GIAA strictly adhered to. In consideration of the exceptional qualifications of Mr. Juan Reyes, Management requests the approval of the above designated implementation range.

Director Morato inquired on the number of applications received for the referenced position. Executive Manager Quinata replied that three (3) applications were received, inclusive of Mr. Reyes.

Chairman Bamba expressed the importance of filling the position with a well-qualified candidate as it is such a critical position at the Airport. Mr. Chairman inquired if there were any assessments completed on Mr. Reyes's consulting services with the Airport. Executive Manager

replied no. Mr. Frank Santos informed the Board of Mr. Reyes has provided services under Transportation Management Group, to conduct preliminary assessments and inspections prior to an FAA inspection. Chairman Bamba announced that he believed based on Mr. Reyes's credentials that he is well-qualified to handle the Air Terminal Manager position and its responsibilities, and that he will add to the expertise at the Airport. Chairman Bamba went on to suggest that some of Mr. Reyes's knowledge be shared with other Airport employees for further development of the Operations Division. Executive Manager Quinata advised that mentoring of Operations staff is a requirement that Management has requested of Mr. Reyes.

After further discussion, on motion duly made by Secretary Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously approved via roll call vote:

Resolution No. 21-51

The Board hereby approves applicant for Air Terminal Manager position, Mr. Juan S. A. Reyes for a step up recruitment to Grade P, Step 13, Sub-Step D, \$130,423.00 per annum or approximately 16% above the maximum structural adjustment of the implantation range (Grade P, Step 10, Sub-Step A, \$112,340.00) at the current 20th percentile, in accordance with GIAA Personnel Rules and Regulations for Aviation-Related Positions Unique to Airport Operations and Certified, Technical and Professional Employees, Chapter 4.

Motion to adjourn duly made by Secretary Weakley, seconded by Director Belanger; motion unanimously passed. The meeting was adjourned at 3:20 p.m.

Dated this _____, day of _____, 2021.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted By:

Amanda O'Brien
Corresponding Secretary



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 6, 2021

Airport/Planning Area Guam International Airport

Airport Rescue Grant No. 3-66-0001-114-2021

Unique Entity Identifier 855035531

TO: A.B. Won Pat Guam International Airport Authority
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated June 26, 2021, for a grant of Federal funds at or associated with the Guam International Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Guam International Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Guam International incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$14,177,582, allocated as follows:
 \$14,177,582 ARPA KV2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 23, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

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

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Employee Retention.** A.B. Won Pat Guam International Airport Authority, owner and operator of Guam International, as a Small hub airport, agrees to continue to employ, through September 30, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The ARP Act extends reporting requirements through September 30, 2021. On or before July 15, 2021, and October 15, 2021, the Sponsor will report to the FAA the number of employees as of June 30, 2021, and September 30, 2021, respectively.
 22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated August 6, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Gordon K Wong

(Typed Name)

Manager, Honolulu Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated August 9, 2021

A.B. Won Pat Guam International Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Designative Official/Representative)

By: John Quinata

(Type Name of Sponsor's Designative Official/Representative)

Title: Executive Manager

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anita P. Arriola, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at August 9, 2021

By: Anita P. Arriola
Anita P. Arriola (Aug 9, 2021 13:00 GMT+10)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

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

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

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

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

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

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

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

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

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

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

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

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

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

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

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **A.B. Won Pat Guam International Airport Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of June 26, 2021.

23. Access By Intercity Buses.

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

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 25, 2021
Airport/Planning Area	A.B. Won Pat Guam International Airport
FY2021 AIP Grant Number	3-66-0001-110-2021
Unique Entity Identifier	855035531
TO:	A.B. Won Pat Guam International Airport Authority (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 17, 2021, for a grant of Federal funds for a project at or associated with the A.B. Won Pat Guam International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the A.B. Won Pat Guam International Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 6L/24R (Phase 4)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$5,148,024.

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

\$ 0 for planning

\$ 5,148,024 airport development or noise program implementation; and,

\$ 0 for land acquisition.

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

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close Out and Termination
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 3, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

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

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

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

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

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

3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - a. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - b. Failure to provide a complete report as described in paragraph b., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - c. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Gordon K Wong

(Typed Name)

Manager, Honolulu Airports District Office

(Title of FAA Official)

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

Part II - Acceptance

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

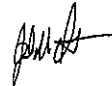
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 26, 2021

A.B. Won Pat Guam International Airport
Authority

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: John Quinata

(Typed Name of Sponsor's Authorized Official)

Title: Executive Manager

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anita P. Arriola, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 26, 2021

Anita P. Arriola
 By: Anita P. Arriola (Aug 26, 2021 09:42 GMT+10)
 (Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

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

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(A.B. Won Pat Guam International Airport Authority)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport

development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 17, 2021.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<u>August 25, 2021</u>
Airport/Planning Area	<u>A.B. Won Pat Guam International Airport</u>
FY2021 AIP Grant Number	<u>3-66-0001-113-2021</u>
Unique Entity Identifier	<u>855035531</u>
TO:	<u>A.B. Won Pat Guam International Airport Authority</u> (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 30, 2021, for a grant of Federal funds for a project at or associated with the A.B. Won Pat Guam International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the A.B. Won Pat Guam International Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan or Study

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,222,222.

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

\$ 2,222,222 for planning

\$ 0 airport development or noise program implementation; and,

\$ 0 for land acquisition.

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

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

- a. Period of Performance:

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

- b. Budget Period:

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

- c. Close Out and Termination

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

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 3, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
 - d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. Employee Protection from Reprisal.**
- a. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
26. **Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

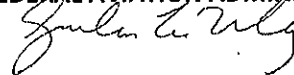
27. **Airports GIS Survey.** If the Airport's GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of the Phase 1 grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the Sponsor may be required to repay that portion of this Grant that relates to the survey work.
28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Gordon K Wong

(Typed Name)

Manager, Honolulu Airports District Office

(Title of FAA Official)

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

Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 26, 2021

A.B. Won Pat Guam International Airport
Authority

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: John Quinata

(Typed Name of Sponsor's Authorized Official)

Title: Executive Manager

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ANita P. ARriola, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 26, 2021

ANita P. ARriola
 By: ANita P. ARriola (Aug 26, 2021 09:42 GMT+10)
 (Signature of Sponsor's Attorney)

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

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

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.²
- d. Rehabilitation Act of 1973 – 29 U.S.C. 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- h. 49 CFR Part 20 – New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

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

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

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

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in

appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

A.B. WON PAT INTERNATIONAL
AIRPORT GUAM



FISCAL YEAR 2022

Operating Budget

A.B. Won Pat International Airport Authority, Guam
(GIAA)

Fiscal Year 2022 Budget



Brian J. Bamba
Chairman

John M. Quinata
Executive Manager

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➤ Assumptions and Highlights

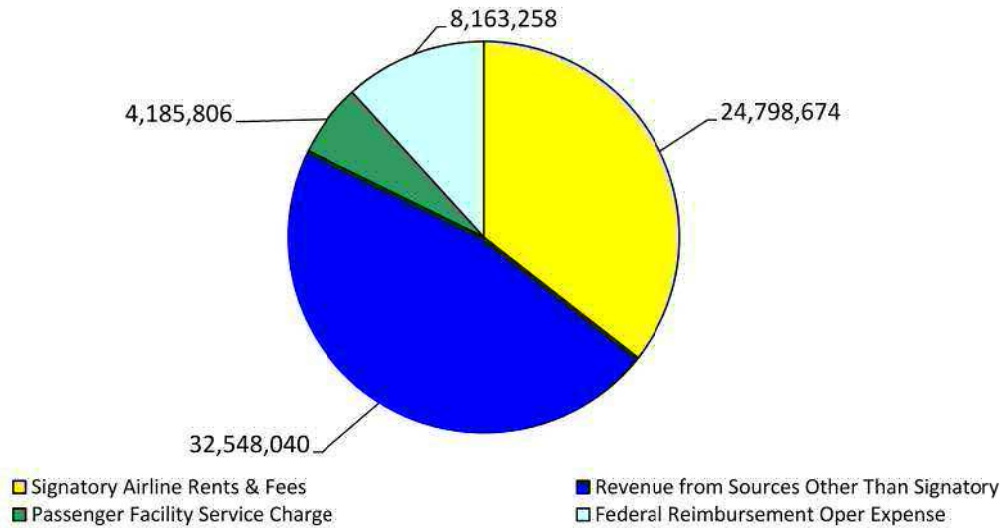
- Enplaned passengers for Fiscal Year 2020 reported 878k with the pandemic affecting the last 7 months of the Fiscal Year. A full year impact of Covid 19 in Fiscal Year 2021 resulted with enplaned passengers tracking downward at approximately 86% from Airline Projections, from 1.15m to 163k respectively. The Airline forecast for Fiscal Year 2022 Budget is 1.19m.
- For Fiscal Year 2022, the Retirement System's Actuarial Valuation Report requires a 1.35% increase in retirement contribution from 26.97% to 28.32% of payroll.
- Debt Service coverage in Fiscal Year 2020 ended at 1.72 times well above the 1.25 times requirement from our bond indenture. With GIAA's successful refunding/restructuring of our 2022 series Revenue Bonds, the debt service shows a reduction of \$6.8m for FY 2021 and approximately \$15.1m in Fiscal Year 2022. The drop in annual bond payments will increase our debt service coverage and GIAA's ability to meet its bond covenants.
- Operation & Maintenance expenditures is projected to drop by 10.1% or \$4m when compared to the approved Fiscal Year 2021 Budget. For Fiscal Year 2022, vacancies will be funded at 50% with an increase of about \$5m in O&M expenditures to help fund additional cost with the expected turnover of IAC project, increase traffic from Airline forecast, and revert of contractual services which was reduced due to Covid 19 impact.
- Initiate only those capital projects federally funded or essential to the Airport primary functions and increased efficiencies. Ongoing projects include International Arrivals Corridor, ARFF Facility and Phase 1 and 2 Rehabilitation of Runway 6L.
- Total Airport Revenues which include CRRSA and ARPA funds are forecasted to increase from the approved \$63.6m in Fiscal Year 2021 to \$69.7m in Fiscal Year 2022, this includes \$8.2m in Federal reimbursement of operating expenses.
- Fiscal Year 2022 Aeronautical Revenues are estimated at 39.1% and Non-Aeronautical revenues is at 42.9% of Total Airport Revenues.

➤ Summary – FY 2022 Budget

- Authority to continue and reassess and pursue revenue streams and promote air service development which may include new incentives and exploration of new markets.
- Initiate only those capital projects federally funded or essential to the Airport primary functions.
- BOD and Management to continue monitoring and implementing cost cutting measures without compromising airport safety and security.
- An adjustment to rates & tariffs if any of the following occurs:
 - 1) Landing Fees are projected to vary by more than 10% of projected total landing fees for the fiscal year (Section 7.11 Special Increases of Landing Fees – Signatory Airlines Agreement)
 - 2) At any time during the fiscal year revenues are not sufficient to pay any reasonable expense or obligation of the airport (Section 7.12 Extraordinary Adjustments of Rents and Fees – Signatory Airlines Agreement)

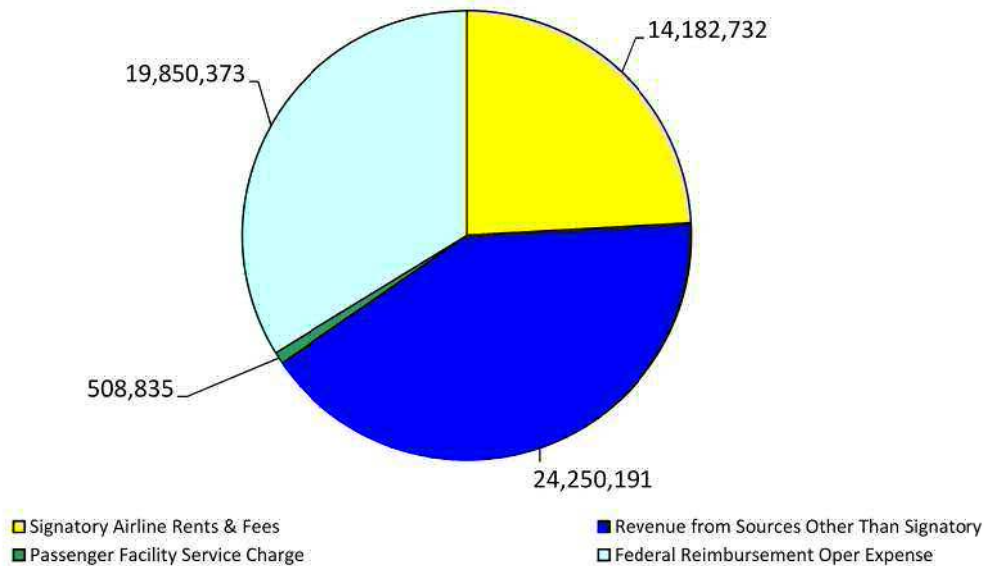


Fiscal Year 2022 Allocation of Revenue



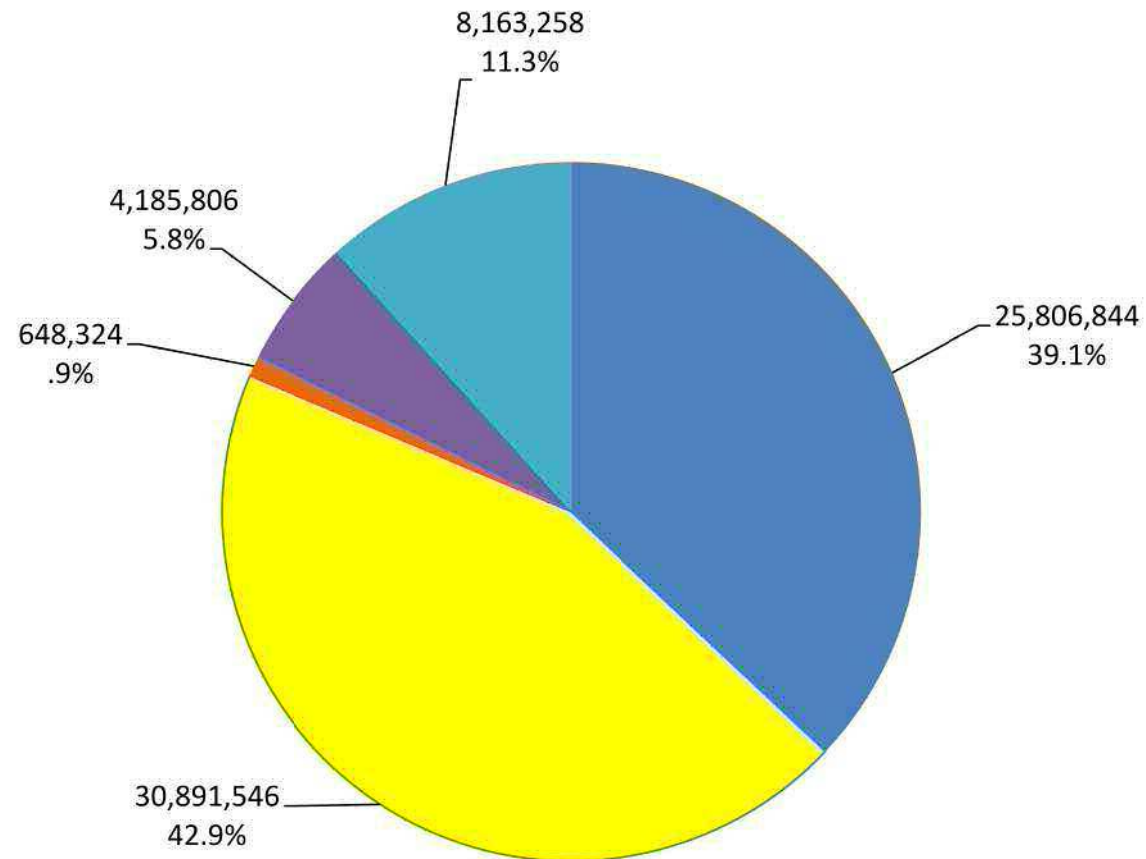
	Budget 2021	Budget 2022	% Inc(Dec)
Signatory Airline Rents & Fees	24,492,111	24,798,674	1.25%
Revenue from Sources Other Than Signatory	28,182,500	32,548,040	15.49%
Passenger Facility Service Charge	4,533,274	4,185,806	-7.66%
Federal Reimbursement Oper Expense	6,400,000	8,163,258	27.55%
	63,607,885	69,695,778	9.57%

Fiscal Year 2021 Act'l Est Allocation of Revenue



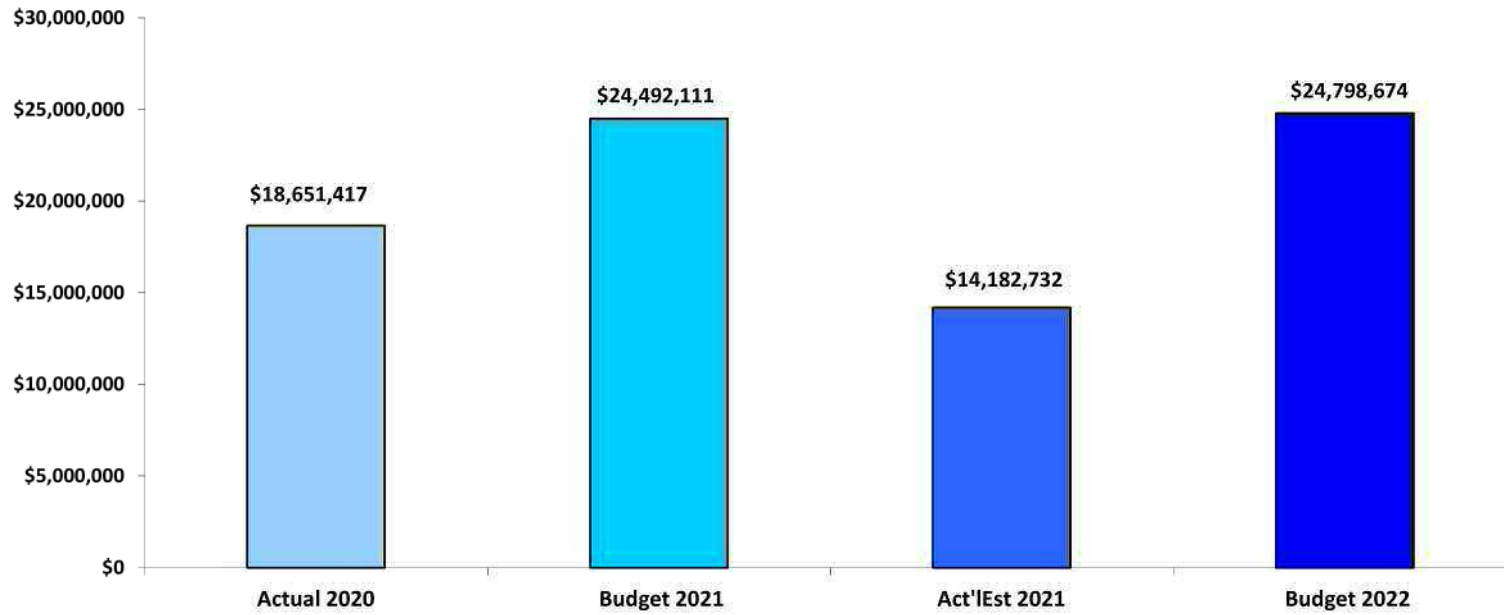
	Act'l Est 2021	Budget 2022	% Inc(Dec)
Signatory Airline Rents & Fees	14,182,732	24,798,674	74.85%
Revenue from Sources Other Than Signatory	24,250,191	32,548,040	34.22%
Passenger Facility Service Charge	508,835	4,185,806	722.63%
Federal Reimbursement Oper Expense	19,850,373	8,163,258	-58.88%
	58,792,131	69,695,778	18.55%

Allocation of Revenue FY 2022



■ Aeronautical ■ Non-Aeronautical ■ Interest on Investments ■ Passenger Facility Service Charge ■ Federal Reimbursement

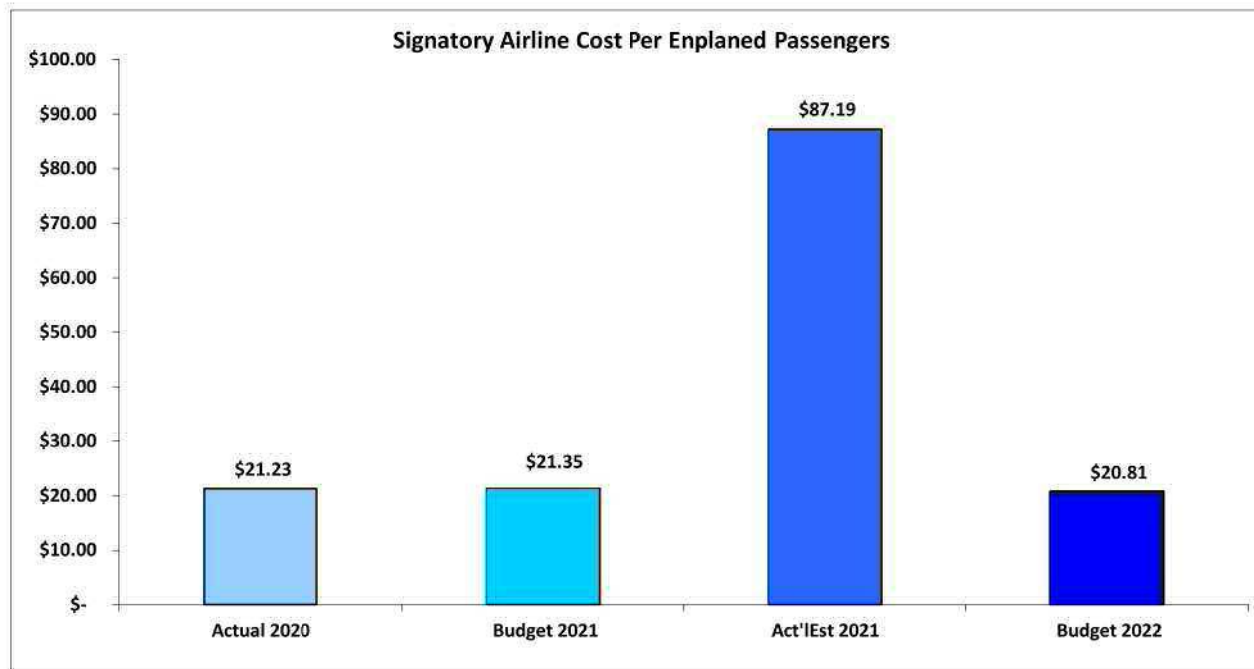
Total Signatory Airline Rents & Fees



Signatory Airline Rents & Fees			
Actual 2020	Budget 2021	Act'l Est 2021	Budget 2022
18,651,417	24,492,111	14,182,732	24,798,674

Percentage Growth/(Decline)			
Actual 2020	Budget 2021	Budget 2021	Act'l Est 2021
31.3%		-42.1%	

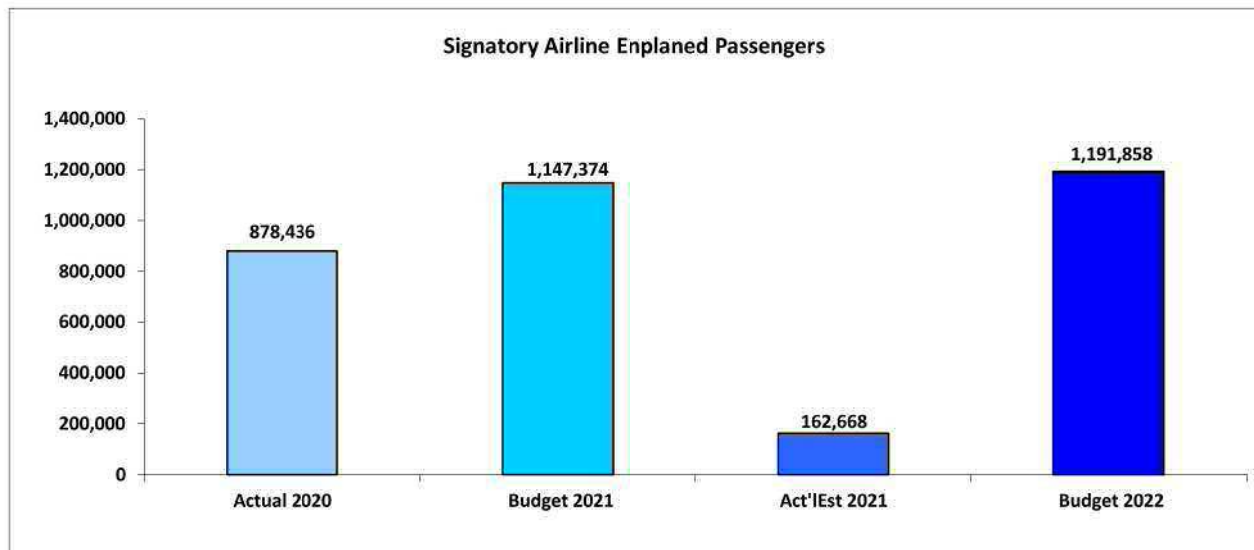
Budget 2021	Budget 2022	Act'l Est 2021	Budget 2022
1.3%		74.9%	



Signatory Airline Cost Per Enplaned Passengers			
Actual 2020	Budget 2021	Act'l Est 2021	Budget 2022
\$21.23	\$21.35	\$87.19	\$20.81

% Increase/(Decrease) CPE Passengers			
Actual 2020	Budget 2021	Budget 2021	Act'l Est 2021
0.5%			308.4%

Budget 2021	Budget 2022	Act'l Est 2021	Budget 2022
-2.5%			-76.1%

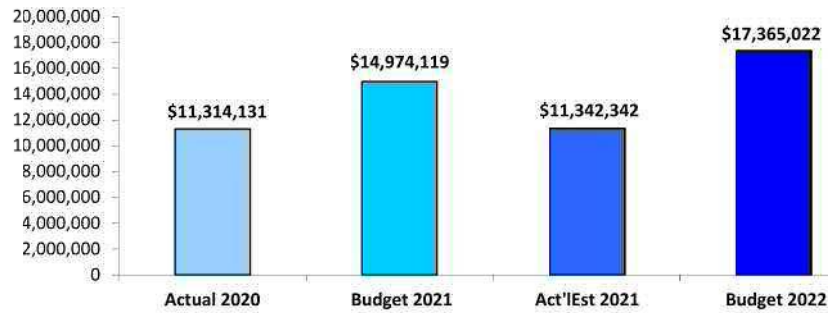


Signatory Airline Enplaned Passengers			
Actual 2020	Budget 2021	Act'l Est 2021	Budget 2022
878,436	1,147,374	162,668	1,191,858

Percentage Growth/(Decline)			
Actual 2020	Budget 2021	Budget 2021	Act'l Est 2021
30.6%			-85.8%

Budget 2021	Budget 2022	Act'l Est 2021	Budget 2022
3.9%			632.7%

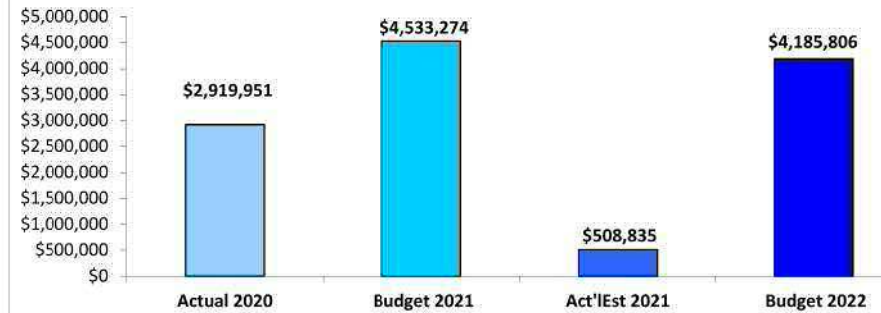
Concession Revenue



Concession Revenue			
Actual 2020	Budget 2021	Act'l Est 2021	Budget 2022
11,314,131	14,974,119	11,342,342	17,365,022

Percentage Growth/(Decline)			
Actual 2020	Budget 2021	Budget 2021	Act'l Est 2021
0.2%			-24.3%
Budget 2021	Budget 2022	Act'l Est 2021	Budget 2022
16.0%			53.1%

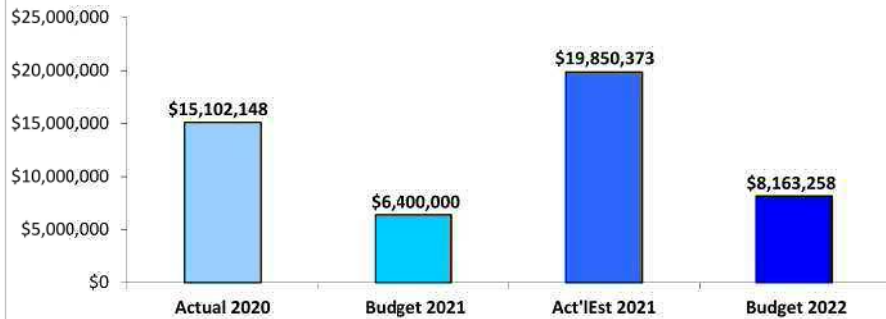
Passenger Facility Charge



PFC Revenue			
Actual 2020	Budget 2021	Act'l Est 2021	Budget 2022
2,919,951	4,533,274	508,835	4,185,806

Percentage Growth/(Decline)			
Actual 2020	Budget 2021	Budget 2021	Act'l Est 2021
55.3%			-88.8%
Budget 2021	Budget 2022	Act'l Est 2021	Budget 2022
-7.7%			722.6%

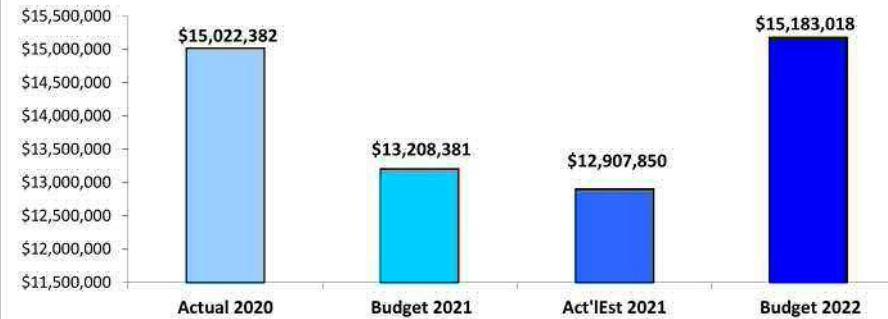
Federal Reimbursement



Federal Reimbursement			
Actual 2020	Budget 2021	Act'l Est 2021	Budget 2022
15,102,148	6,400,000	19,850,373	8,163,258

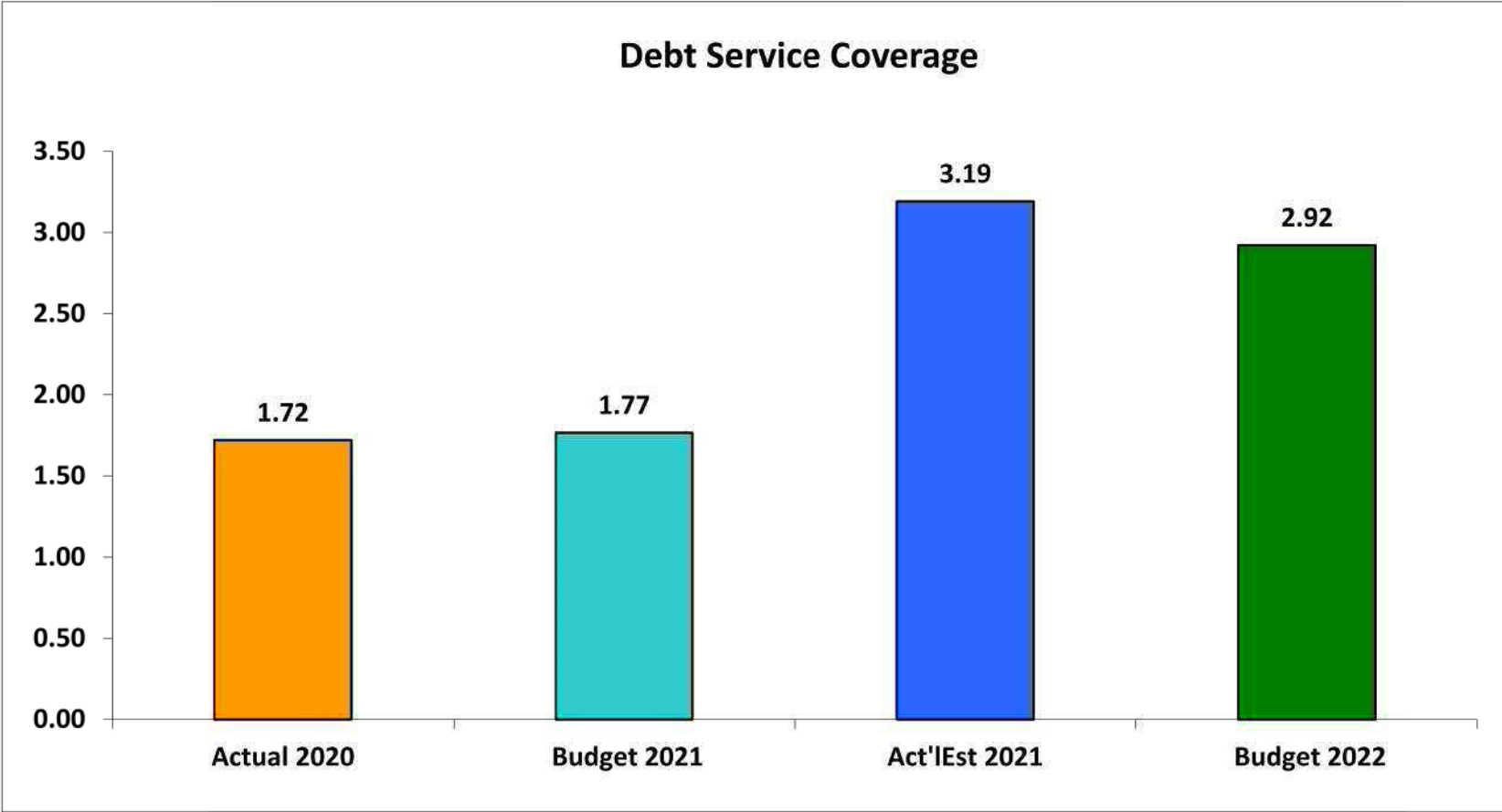
Percentage Growth/(Decline)			
Actual 2020	Budget 2021	Budget 2021	Act'l Est 2021
136.0%			210%
Budget 2021	Budget 2022	Act'l Est 2021	Budget 2022
27.6%			-58.9%

Other Revenue Sources

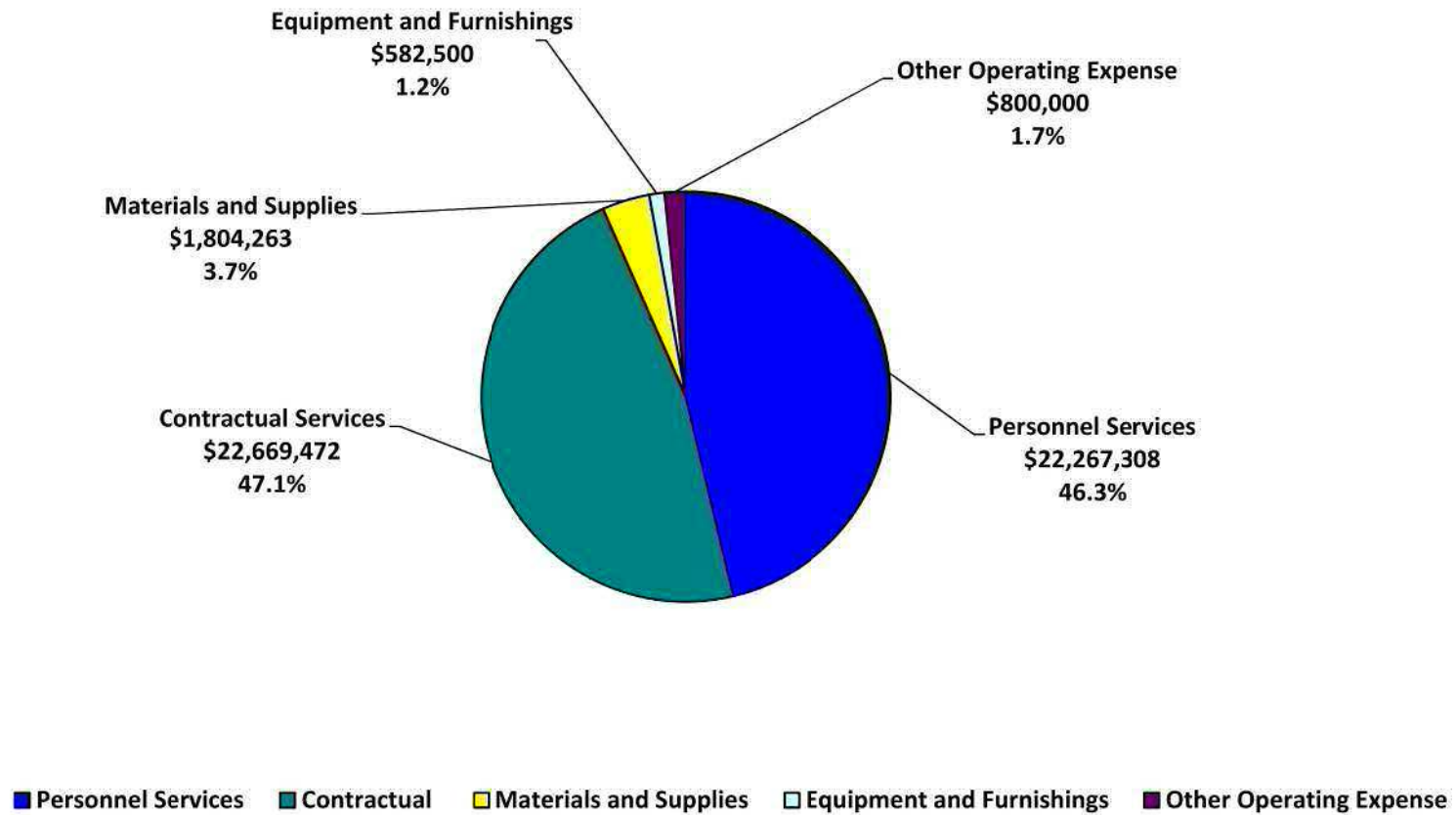


Total Other Revenue Sources			
Actual 2020	Budget 2021	Act'l Est 2021	Budget 2022
15,022,382	13,208,381	12,907,850	15,183,018

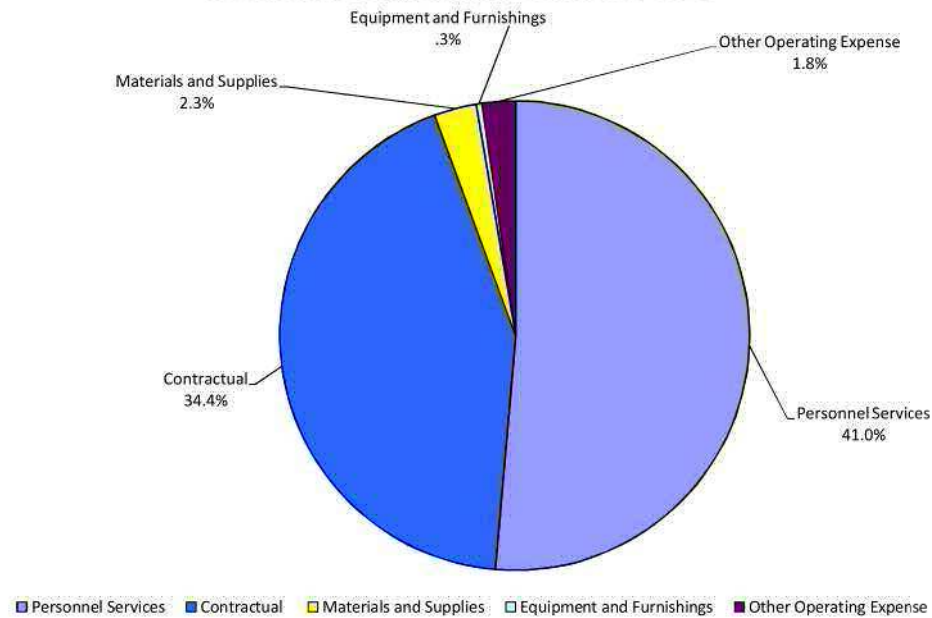
Percentage Growth/(Decline)			
Actual 2020	Budget 2021	Budget 2021	Act'l Est 2021
-12.1%			-2.3%
Budget 2021	Budget 2022	Act'l Est 2021	Budget 2022
14.9%			17.6%



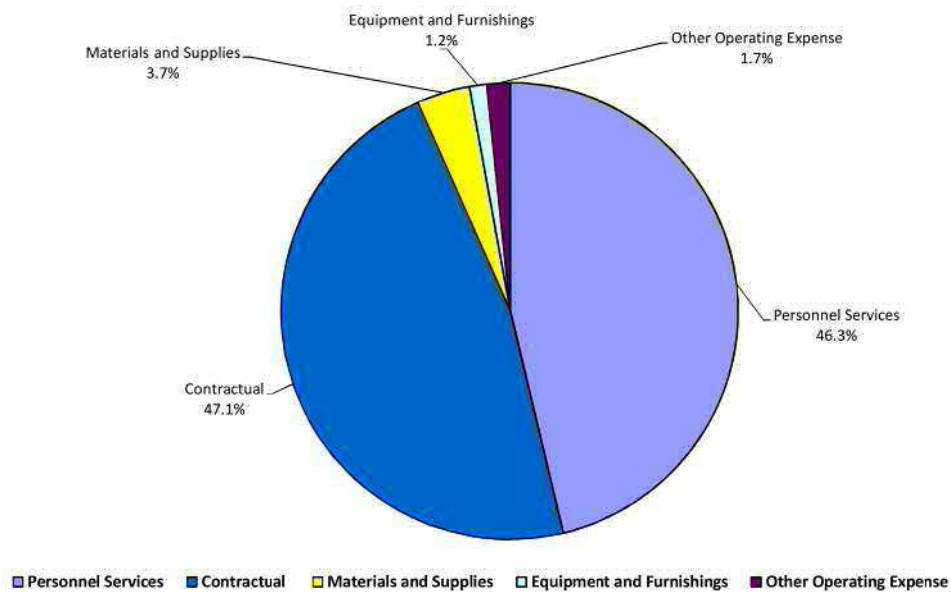
Proposed Budget FY 2022



Allocation of Budget Actual Estimate FY 2021

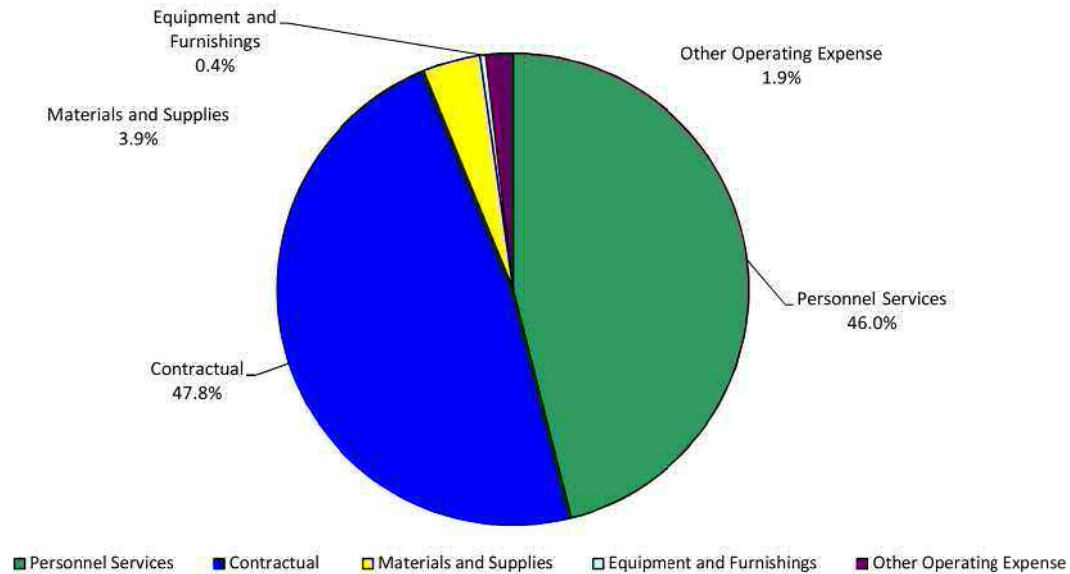


Allocation of Proposed Budget FY 2022

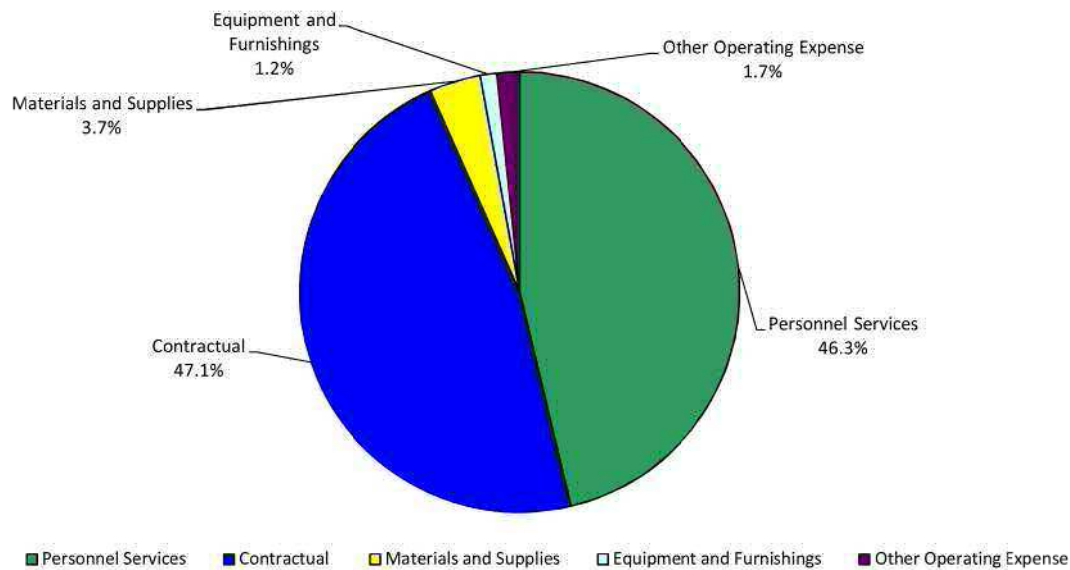


	Act'l Est 2021	Budget 2022	Increase / (Decrease)	% Inc/(Dec)
Personnel Services	19,749,576	22,267,308	2,517,732	12.7%
Contractual	16,539,144	22,669,472	6,130,328	37.1%
Materials and Supplies	1,120,931	1,804,263	683,332	61.0%
Equipment and Furnishings	149,923	582,500	432,577	288.5%
Other Operating Expense	880,379	800,000	-80,379	-9.1%
	38,439,953	48,123,543	9,683,590	25.2%

Allocation of Approved Budget FY 2021



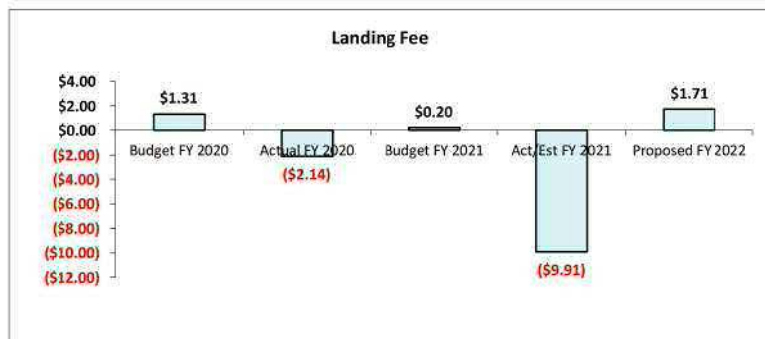
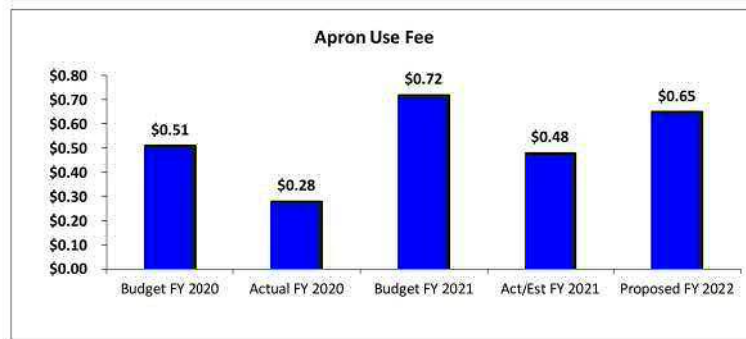
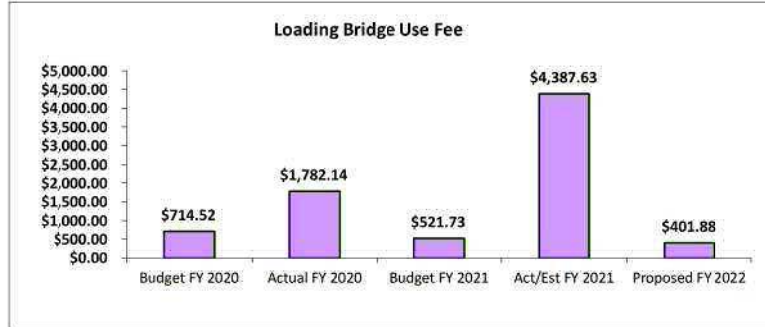
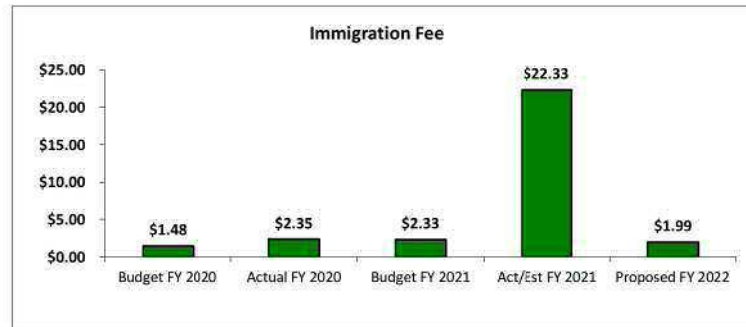
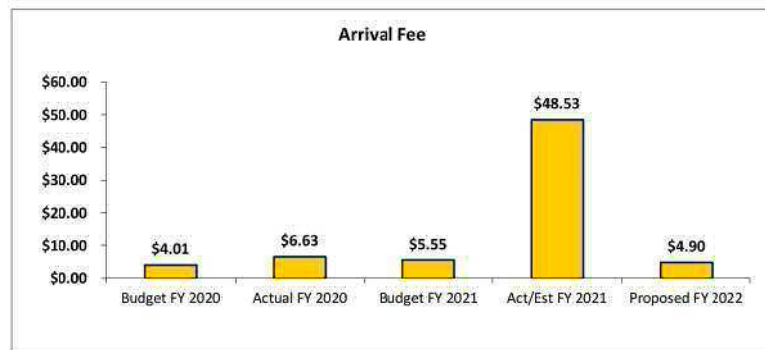
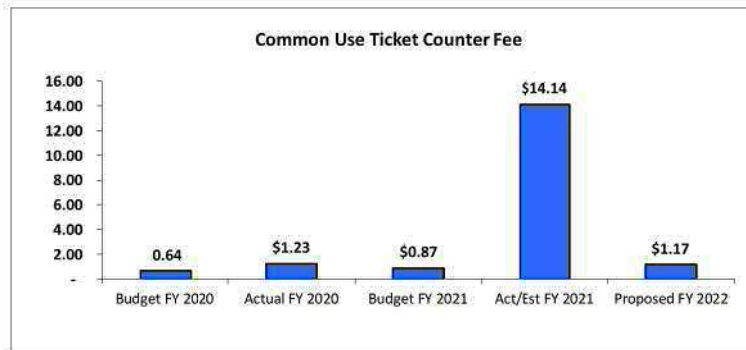
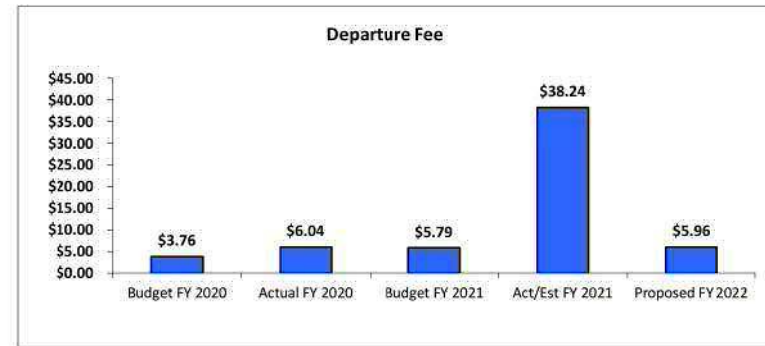
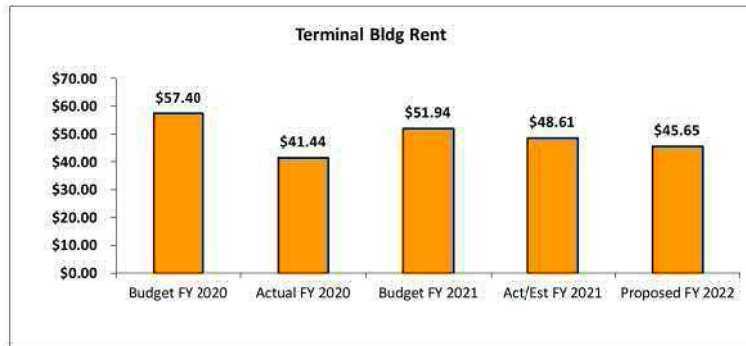
Allocation of Proposed Budget FY 2022



Personnel Services
Contractual
Materials and Supplies
Equipment and Furnishings
Other Operating Expense

Budget 2021	Budget 2022	Increase / (Decrease)	% Inc/(Dec)
\$19,684,967	\$22,267,308	\$2,582,341	13.1%
\$20,444,727	\$22,669,472	\$2,224,745	10.9%
\$1,688,070	\$1,804,263	\$116,193	6.9%
\$150,000	\$582,500	\$432,500	288.3%
\$800,000	\$800,000	\$0	0.0%
\$42,767,764	\$48,123,543	\$5,355,778	12.5%

RATES UNDERPAYMENT (OVERPAYMENT)





RISK AND LOSS MANAGEMENT RESERVE
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit A

By object type

Actuals 2020	Act'l Est 2021	Budget 2021	Budget 2022
0	0	0	0
\$0	\$0	\$0	\$0

By cost center

Terminal Building	\$0	\$0	\$0	\$0
Loading Bridges	0	\$0	\$0	\$0
Airfield Area	0	\$0	\$0	\$0
Apron Area	0	\$0	0	0
Terminal Area	0	\$0	\$0	\$0
Other Buildings and Areas	0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0

AMORTIZATION OF GIAA FUNDED ASSETS

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Fiscal Years Ending September 30

Exhibit B

By object type

Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
0	0	0	0
\$0	\$0	\$0	\$0

By cost center

Terminal Building

\$0 \$0 \$0 \$0

Loading Bridges

\$0 \$0 \$0 \$0

Airfield Area

\$0 \$0 \$0 \$0

Apron Area

\$0 \$0 \$0 \$0

Terminal Area (a)

\$0 \$0 \$0 \$0

Other Buildings and Areas (a)

\$0 \$0 \$0 \$0

\$0 \$0 \$0 \$0

Total to be included in airline rate base

\$0 \$0 \$0 \$0

(a) Not to be included in airline rate base

ANNUAL DEBT SERVICE

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Fiscal Years Ending September 30

Exhibit C

	Actual 2020	Act'IEst 2021	Budget 2021	Budget 2022
Annual Debt Service				
General Revenue Bonds				
2013 Series A-Refunding	1,890,000	-	1,887,250	-
2013 Series B-Refunding	3,555,713	-	3,553,462	-
2013 Series C-Refunding	6,741,238	-	6,741,238	-
2020 Debt Restructure	-	-	-	-
2019 Series A - Refunding	869,049	-	983,650	-
2019 Series B - Refunding	518,262	-	588,562	-
2021 Debt Restructure		6,918,703		8,074,221
Total Annual Debt Service	13,574,262	6,918,703	13,754,162	8,074,221
Annual Debt Service funding requirement (= 125% Annual Debt Service)	16,967,827	8,648,379	17,192,702	10,092,776
Allocated to Annual Debt Service				
Less:				
Passenger Facility Charge revenue	(2,919,951)	(508,835)	(4,533,274)	(4,185,806)
Net Annual Debt Service funding requirement	14,047,876	8,139,544	12,659,428	5,906,970
Summary by cost center				
Terminal Building				
Terminal Building	11,231,217	6,703,913	9,805,440	4,231,569
Loading Bridges	1,408,331	717,815	1,426,995	837,700
Airfield Area	118,775	60,539	120,350	70,650
Apron Area	712,649	363,232	722,093	423,896
Terminal Area	576,904	294,045	584,550	343,155
Other Buildings and Areas	-	-	-	-
	14,047,876	8,139,544	12,659,428	5,906,970

SUBORDINATE ANNUAL DEBT SERVICE
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit C (1)

	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Annual Debt Service				
Subordinate Debt				
Energy Efficiency Loan	1,567,505	1,567,505	1,567,505	1,567,505
Cash-Fund Capital Projects	1,500,000	6,000,000	2,000,000	10,000,000
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Annual Debt Service	3,067,505	7,567,505	3,567,505	11,567,505
Annual Debt Service funding requirement (= 100% Annual Debt Service)	3,067,505	7,567,505	3,567,505	11,567,505
Allocated to Annual Debt Service				
Less:				
Passenger Facility Charge revenue	-	-	-	-
Net Annual Debt Service funding requirement	3,067,505	7,567,505	3,567,505	11,567,505
Summary by cost center				
Terminal Building				
Terminal Building	2,558,299	6,311,299	2,975,299	9,647,299
Loading Bridges	254,603	628,103	296,103	960,103
Airfield Area	21,473	52,973	24,973	80,973
Apron Area	128,835	317,835	149,835	485,835
Terminal Area	104,295	257,295	121,295	393,295
Other Buildings and Areas	-	-	-	-
	3,067,505	7,567,505	3,567,505	11,567,505

OPERATION AND MAINTENANCE EXPENSES

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Fiscal Years Ending September 30

Exhibit D

	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Personnel services	\$ 19,272,275	19,749,576	19,684,967	22,267,308
Contractual services	\$ 20,647,378	16,539,144	20,444,727	22,669,472
Materials and Supplies	\$ 1,524,753	1,120,931	1,688,070	1,804,263
Equipment	\$ -	149,923	150,000	582,500
	41,444,406	37,559,574	41,967,764	47,323,543
Retirement supplemental (GIAA retirees)	\$ 1,105,840	880,379	800,000	800,000
Aviation Security	-	-	-	-
Other Expenses	\$ 75,504	-	-	-
	\$ 42,625,750	\$ 38,439,953	\$ 42,767,764	\$ 48,123,543

By cost center

Terminal Building	\$ 24,005,117	\$ 20,708,624	\$ 24,783,230	\$ 28,497,243
Loading Bridges	3,045,962	\$ 2,444,545	2,336,669	\$ 2,475,132
Airfield Area	7,130,195	\$ 6,152,092	6,539,599	\$ 7,507,982
Apron Area	168,092	\$ 281,751	399,643	\$ 463,000
Terminal Area	800,410	\$ 699,340	1,065,057	\$ 1,007,342
Other Buildings and Areas	7,475,974	\$ 8,153,601	7,643,567	\$ 8,172,844
	\$ 42,625,750	\$ 38,439,953	\$ 42,767,764	\$ 48,123,543

FORECAST AIRPORT REVENUES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E

	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Signatory Airline Rents and Fees				
Terminal Building Rentals	\$ 2,502,620	\$ 2,814,836	\$ 2,853,791	\$ 2,456,837
Departure Fees	\$ 3,297,867	\$ 3,236,398	\$ 6,646,762	\$ 7,099,442
Common Use Ticket Counter Fees	345,795	\$ 331,401	\$ 767,802	\$ 704,266
Arrival Fees	\$ 3,157,606	\$ 2,846,336	\$ 6,056,230	\$ 5,322,813
Immigration Inspection Fees	\$ 1,137,795	\$ 1,111,305	\$ 2,378,385	\$ 2,090,359
Loading Bridge Use Fees	\$ 4,739,192	\$ 2,468,088	\$ 4,084,275	\$ 3,112,503
Apron Use Fees	\$ 1,056,474	\$ 1,065,541	\$ 1,334,243	\$ 1,105,125
Landing Fees	\$ 2,414,068	\$ 308,827	\$ 370,623	\$ 2,907,329
Total Signatory Airline Rents & Fees	\$ 18,651,417	\$ 14,182,732	\$ 24,492,111	\$ 24,798,674
Signatory Airline enplaned passengers	878,436	162,668	1,147,374	1,191,858
Signatory Airline cost per enplaned passengers	\$ 21.23	\$ 87.19	\$ 21.35	\$ 20.81
Revenue from sources other than Signatory Airline Rents & Fees				
Terminal Building Concession Revenue				
General Merchandise	\$ 8,983,542	\$ 9,647,761	\$ 12,352,459	\$ 14,854,316
In-flight Catering	\$ 557,166	\$ 259,352	\$ 321,635	\$ 563,014
Food and Beverage	\$ 585,392	\$ 445,897	\$ 851,455	\$ 685,301
Rental Cars	\$ 826,033	\$ 667,598	\$ 942,989	\$ 869,681
Other Concession Revenue	\$ 361,998	\$ 321,734	\$ 505,581	\$ 392,709
	\$ 11,314,131	\$ 11,342,342	\$ 14,974,119	\$ 17,365,022

FORECAST AIRPORT REVENUES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E

	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Rentals and other charges	4,608,417	4,070,890	3,966,309	3,602,500
	\$ 15,922,548	\$ 15,413,232	\$ 18,940,428	\$ 20,967,522
Terminal Area				
Public parking	126,354	\$ 73,883	\$ 94,019	\$ 160,711
Ground transportation	\$ 2,045,550	1,109,439	2,481,877	\$ 2,397,720
	\$ 2,171,904	\$ 1,183,322	\$ 2,575,896	\$ 2,558,431
Airfield Area				
Non-Sig & commuter airline landing fees	534,429	\$ 553,896	\$ 390,188	\$ 2,778,329
Apron Area				
Non-Sig & commuter airline parking fees	471,152	\$ 477,723	\$ 311,031	\$ 449,381
Other Buildings and Area				
Tiyan Rental Revenue	2,727,501	2,736,863	2,735,127	2,737,735
Industrial Park Rental Revenue	500,202	507,061	513,893	381,182
Fuel System and Storage Revenues	262,657	249,798	228,139	241,594
System Rent	599,100	599,100	599,100	599,100
Cargo Building Revenue	285,803	287,637	285,802	291,368
Commuter Terminal Building Rentals and Fees	367,477	367,477	367,477	367,477
Other Revenues	171,587	196,492	209,561	191,711
	\$ 4,914,328	\$ 4,944,428	\$ 4,939,100	\$ 4,810,167

FORECAST AIRPORT REVENUES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E

	Actual 2020	Act'IEst 2021	Budget 2021	Budget 2022
Miscellaneous Revenues	503,455	1,087,768	377,533	335,886
Interest Income	1,818,697	589,822	648,324	648,324
Total Revenue from Sources Other Than Signatory Airline Rents and Fees	\$ 26,336,512	\$ 24,250,191	\$ 28,182,500	32,548,040
Total Airport revenues	\$ 44,987,930	\$ 38,432,923	\$ 52,674,611	\$ 57,346,714
Passenger Facility Service Charge	2,919,951	508,835	4,533,274	4,185,806
Federal reimbursement of operating expenses	15,102,148	19,850,373	6,400,000	8,163,258
Total Airport revenues including PFCs and interest on investments	\$ 63,010,028	\$ 58,792,131	\$ 63,607,885	\$ 69,695,778

A.B. Wonpat INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Proposed Rates and Fees

					FY 2022 RATES		
Fiscal Year 2020		Fiscal Year 2021					
Approved	Actual	Approved	Actual/Est	Sig	Non Sig/Others	CMGA (a)	
Signatory Airline Rents and Fees							
Terminal Building Rentals	\$57.40	\$41.44	\$51.94	\$48.61	\$45.65	\$63.91	\$63.91
Departure Fees	\$3.76	\$6.04	\$5.79	\$38.24	\$5.96	\$8.34	\$2.09
Common Use Ticket Counter Fees	\$0.64	\$1.23	\$0.87	\$14.14	\$1.17	\$1.63	\$0.41
Arrival Fees	\$4.01	\$6.63	\$5.55	\$48.53	\$4.90	\$6.86	\$1.72
Immigration Inspection Fees	\$1.48	\$2.35	\$2.33	\$22.33	\$1.99	\$2.79	\$0.70
Loading Bridge Use Fees	\$714.52	\$1,782.14	\$521.73	\$4,387.63	\$401.88	\$562.63	\$0.00
Apron Use Fees	\$0.51	\$0.28	\$0.72	\$0.48	\$0.65	\$0.91	\$0.23
Landing Fees	\$1.31	-\$2.14	\$0.20	-\$9.91	\$1.71	\$2.39	\$14.00
							(b)
Signatory Airline enplaned passengers	1,952,635	878,436	1,147,374	162,668	1,191,858		
Signatory Airline cost per enplaned passengers	\$17.68	\$21.23	\$21.35	\$87.19	\$20.81		
Annual debt service coverage	1.78	1.72	1.77	3.19	2.92		
Debt service coverage requirement	1.25	1.25	1.25	1.25	1.25		
Capital Improvement Fund							
Capital Improvement Subaccount	\$6,051,107	\$3,742,511	\$3,518,454	\$5,865,969	\$1,930,509		
Other Available Moneys Subaccount	\$0	\$0	\$0	\$0	\$0		
			\$3,518,454	\$5,865,969	\$1,930,509		

Note (s)

(a) CMGA = General Aviation customers.

(b) CMGA landing fee rate is per landing.

CALCULATION OF AIRLINE TERMINAL BUILDING RENTAL RATES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E-1

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Operation and Maintenance Expenses	Exhibit D	\$ 24,005,117	\$ 20,708,624	\$ 24,783,230	\$ 28,497,243
Debt Service Fund Requirement	Exhibit C	11,231,217	6,703,913	9,805,440	4,231,569
Amortization Charges (a)	Exhibit B	-	-	-	-
Bond Reserve Fund		-	-	-	-
Subordinate Securities Fund	Exhibit C(1)	2,558,299	6,311,299	2,975,299	9,647,299
Operation and Maintenance Reserve Fund (b)		-	-	-	-
Risk and Loss Management Reserve	Exhibit A	-	-	-	-
Carryforward from prior year (c)		(5,009,897)	4,534,878	(32,193)	(5,275,764)
Terminal Building Requirement		\$ 32,784,736	\$ 38,258,714	\$ 37,531,777	\$ 37,100,347
Other available monies from prior year (d)	Exhibit F	(0)	(0)	0	(0)
Net Terminal Building Requirement		\$ 32,784,736	\$ 38,258,714	\$ 37,531,777	\$ 37,100,347
/Usable Space (square feet)	Table 2	791,062	787,027	722,629	812,698
= Terminal Building rental rate per square foot		\$ 41.44	\$ 48.61	\$ 51.94	\$ 45.65
Airline exclusive rentable space (square feet)		109,632	105,749	105,749	105,206
x Occupancy rate		49.8%	52.0%	52.0%	51.2%
= Airline exclusive rented space (square feet)		54,633	54,950	54,944	53,819
Airline rental revenue at assumed occupancy rate		\$ 2,263,992	\$ 2,671,120	\$ 2,853,791	\$ 2,456,837

CALCULATION OF AIRLINE TERMINAL BUILDING RENTAL RATES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E-1

Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Summary of total E-1 carryforwards				
Terminal building rentals	\$ (238,628)	\$ 39,267		
Departure fee	\$ 2,005,210	\$ (2,294,060)		
Arrival fee	\$ 2,091,392	\$ (2,141,768)		
Immigration fee	\$ 676,904	\$ (879,203)		
Total (c)	\$ 4,534,878	\$ (5,275,764)		

- (a) Amortization of Authority funded assets.
- (b) Additional deposit required to maintain an amount to equal 1/4 of total O&M Expenses budgeted by the Authority (Bond Indenture; Sec 5:02 (E)).
- (c) Sums of carryforwards reflected for Terminal Building Rate and fees on Exhibit E-2.
- (d) Terminal Building portion of Other Available Moneys deposit from the prior fiscal year - Exhibit F (Application of Revenues).

CALCULATION OF AIRLINE DEPARTURE FEES, ARRIVAL FEES, AND IMMIGRATION FEES

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Fiscal Years Ending September 30

Exhibit E-2

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Departure Fees					
Terminal Building rental rate per square foot	Exhibit E-1	\$ 41.44	\$ 48.61	\$ 51.94	\$ 45.65
Departure Facilities (square feet) (a)	Table 2	127,970	127,970	127,970	155,519
Departure Fee Requirement		\$ 5,303,077	\$ 6,220,622	\$ 6,646,762	\$7,099,442
Signatory Airline Enplaned Passenger	Table 1	878,436	162,668	1,147,374	1,191,858
Departure Fee per Enplaned Passengers		\$ 6.04	\$ 38.24	\$ 5.79	\$ 5.96
Common-Use Ticket Counter Fees					
Terminal Building rental rate per square foot	Exhibit E-1	\$ 41.44	\$ 48.61	51.94	\$45.65
Common-Use Ticket Counters (square feet)		10,101	10,101	10,101	10,101
Base Requirement		418,585	491,010	524,646	461,111
Amortization of Equipment/Services		243,156	243,156	243,156	243,156
Common-Use Ticket Counter Fee Requirement		661,741	734,165	767,802	704,266
Signatory Airline Common-Use Ticket Counter Passengers	Table 1	540,035	51,917	880,577	603,742
Common-Use Ticket Counter Fee per passenger		\$ 1.23	\$ 14.14	\$ 0.87	\$ 1.17

CALCULATION OF AIRLINE DEPARTURE FEES, ARRIVAL FEES, AND IMMIGRATION FEES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E-2

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Arrival Fees					
Terminal Building rental rate per square foot	Exhibit E-1	\$ 41.44	\$ 48.61	\$ 51.94	\$ 45.65
Arrival Facilities (square feet) (a)	Table 2	126,665	126,844	116,601	116,601
Arrival Fee Requirement		\$ 5,248,998	\$ 6,165,887	\$ 6,056,230	\$ 5,322,813
Signatory Airline Arriving Passenger	Table 1	791,647	127,057	1,092,140	1,085,439
Arrival Fee per Arriving Passengers		\$ 6.63	\$ 48.53	\$ 5.55	\$ 4.90
Immigration Inspection Fees					
Terminal Building rental rate per square foot	Exhibit E-1	\$ 41.44	\$ 48.61	\$ 51.94	\$ 45.65
Immigration Inspection Facilities (square feet) (b)	Table 2	43,791	45,791	45,791	45,791
Immigration Inspection Fee Requirement		\$ 1,814,699	\$ 2,225,901	\$ 2,378,385	\$ 2,090,359
Signatory Airline international Arriving Passenger		772,984	99,690	1,021,539	1,050,844
Immigration Inspection Fee per international arriving passenger		\$ 2.35	\$ 22.33	\$ 2.33	\$ 1.99

CALCULATION OF AIRLINE LOADING BRIDGE USE FEES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E-3

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Operation and Maintenance Expenses	Exhibit D	\$ 3,045,962	\$ 2,444,545	\$ 2,336,669	\$ 2,475,132
Debt Service Fund Requirement	Exhibit C	1,408,331	717,815	1,426,995	837,700
Amortization Charges	Exhibit B	-	-	-	-
Bond Reserve Fund		-	-	-	-
Subordinate Securities Fund	Exhibit C(1)	254,603	628,103	296,103	960,103
Operation and Maintenance Reserve Fund (c)		-	-	-	-
Risk and Loss Management Reserve	Exhibit A	-	-	-	-
Carry forward from prior year		\$7,236,800	7,206,503	24,523	(1,160,446)
Loading Bridge Use Fee Requirement		\$ 11,945,695	\$ 10,996,965	\$ 4,084,289	\$ 3,112,489
Loading Bridge Uses	Table 1	6,703	2,506	7,828	7,745
Loading Bridge Use Fee per use		\$ 1,782.14	\$ 4,387.63	\$ 521.73	\$ 401.88

- (a) In fiscal year 2009, cost is charged as capital cost
(b) Amortization of Authority funded assets
(c) Additional deposit required to maintain an amount to equal 1/4 of total O&M Expenses budgeted by the Authority (Bond Indenture; Sec 5:02 (E)).

CALCULATION OF AIRLINE APRON USE FEES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E-4

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Operation and Maintenance Expenses	Exhibit D	\$ 168,092	\$ 281,751	\$ 399,643	\$ 463,000
Debt Service Fund Requirement	Exhibit C	712,649	363,232	722,093	423,896
Amortization Charges	Exhibit B	-	-	-	-
Bond Reserve Fund		-	-	-	-
Subordinate Securities Fund		128,835	317,835	149,835	485,835
Operation and Maintenance Reserve Fund		-	-	-	-
Risk and Loss Management Reserve	Exhibit A	-	-	-	-
Carry forward from prior year		(379,199)	(426,097)	64,092	(259,479)
Apron Use Fee Requirement		\$ 630,377	\$ 536,720	\$ 1,335,663	\$ 1,113,252
Signatory Airline Gross Takeoff Weight (1,000 pound units)	Table 1	2,267,784	1,119,530	1,853,116	1,700,193
Apron Use Fee per 1,000-pound unit of Gross Takeoff Weight		\$ 0.28	\$ 0.48	\$ 0.72	\$ 0.65

Note(s):

- (a) Amortization of Authority-funded assets
- (b) Additional deposit required to maintain an amount to equal 1/4 of total O&M Expenses budgeted by the Authority (Bond Indenture; Sec 5:02 (E).

CALCULATION OF AIRLINE LANDING FEES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E-5

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Operation and Maintenance Expenses	Exhibit D	\$ 42,625,750	\$ 38,439,953	\$ 42,767,764	\$ 48,123,543
Net Annual Debt Service funding requirements	Exhibit C	14,047,876	8,139,544	12,659,428	5,906,970
Amortization Charges	Exhibit B	-	-	-	-
Bond Reserve Fund		-	-	-	-
Subordinate Securities Fund		3,067,505	7,567,505	3,567,505	11,567,505
Operation and Maintenance Reserve Fund		-	-	-	-
Risk and Loss Management Reserve	Exhibit A	-	-	-	-
Carry forward from prior year		(6,923,174)	(7,272,120)	88,960	(84,921)
Airport Requirement		\$ 52,817,957	\$ 46,874,882	\$ 59,083,658	\$ 65,513,096
Less:					
Signatory Airline rentals and fees	Exhibit E-1 - E-4	16,237,350	13,873,905	24,121,488	21,891,345
Sources other than Signatory Airline rentals and fees	Exhibit E	41,438,660	44,100,564	34,582,500	40,711,297
Other available moneys from prior year (c)	Exhibit F	0	0	0	0
		\$ 57,676,010	\$ 57,974,469	\$ 58,703,988	\$ 62,602,643
Airport Landing Fee Requirement		\$ (4,858,053)	\$ (11,099,587)	\$ 379,670	\$ 2,910,453
Signatory Airline Gross Takeoff Weight (1,000-pound units)	Table 1	2,267,784	1,119,530	1,853,116	1,700,193
Airline Landing Fee rate per 1,000-pound unit of Gross Takeoff Weight		\$ (2.14)	\$ (9.91)	\$ 0.20	\$ 1.71

CALCULATION OF AIRLINE LANDING FEES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit E-5

Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
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Note(s):

- (a) Amortization of Authority-funded assets
- (b) Additional deposit required to maintain an amount to equal 1/4 of total O&M Expenses budgeted by the Authority (Bond Indenture; Sec 5:02 (E).
- (c) Other Available Moneys deposit from the prior Fiscal Year

FORECAST APPLICATION OF AIRPORT REVENUES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit F

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Airport Revenues					
Signatory Airline rentals and fees	Exhibit E	\$ 18,651,417	\$ 14,182,732	\$ 24,492,111	\$ 24,798,674
Signatory Airline enplaned passengers	Exhibit E	878,436	162,668	1,147,374	1,191,858
Signatory Airline payments per enplaned passenger		\$ 21.23	\$ 87.19	\$ 21.35	\$ 20.81
Revenue from sources other than Signatory Airline rentals and fees					
Terminal building	Exhibit E	\$ 15,922,548	\$ 15,413,232	\$ 18,940,428	\$ 20,967,522
Terminal Area	Exhibit E	2,171,904	1,183,322	2,575,896	2,558,431
Airfield area	Exhibit E	534,429	553,896	390,188	2,778,329
Apron area	Exhibit E	471,152	477,723	311,031	449,381
Other buildings and areas	Exhibit E	4,914,328	4,944,428	4,939,100	4,810,167
Other revenues	Exhibit E	2,322,152	1,677,590	1,025,857	984,210
Total revenue from sources other than Signatory Airline rental and fees		<u>\$ 26,336,512</u>	<u>\$ 24,250,191</u>	<u>\$ 28,182,500</u>	<u>\$ 32,548,040</u>
Passenger Facility Charge revenue	Exhibit E	2,919,951	508,835	4,533,274	4,185,806
Federal reimbursement of operating expenses		<u>15,102,148</u>	<u>19,850,373</u>	<u>6,400,000</u>	<u>8,163,258</u>
Airport Revenues		<u>\$ 63,010,028</u>	<u>\$ 58,792,131</u>	<u>\$ 63,607,885</u>	<u>\$ 69,695,778</u>

FORECAST APPLICATION OF AIRPORT REVENUES
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit F

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Application of Revenues					
Operation and Maintenance Fund	Exhibit D	\$ 42,625,750	\$ 38,439,953	\$ 42,767,764	\$ 48,123,543
Bond Fund (Annual Debt Service Without Coverage)					
Debt service funded by airline rentals and fees	Exhibit C	10,654,310	6,409,868	9,220,888	3,888,415
PFC revenue applied to debt service		2,919,951	508,835	4,533,274	4,185,806
		13,574,262	6,918,703	13,754,162	8,074,221
Bond Reserve Fund		-	-	-	-
Subordinate Securities Fund		3,067,505	7,567,505	3,567,505	11,567,505
Operation and Maintenance Reserve Fund		-	-	-	-
Risk and Loss Management Reserve	Exhibit A	-	-	-	-
Capital Improvement Fund					
Capital Improvement Subaccount		3,742,511	5,865,969	3,518,454	1,930,509
Other Available Moneys Subaccount		0	0	0	0
Total application of Revenues		<u>\$ 63,010,028</u>	<u>\$ 58,792,131</u>	<u>\$ 63,607,885</u>	<u>\$ 69,695,778</u>

FORECAST NET REVENUES AND ANNUAL DEBT SERVICE COVERAGE
A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Exhibit G

	Reference	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Airport Revenues					
Airline and nonairline revenue	Exhibit E	\$ 44,552,489	\$ 38,432,923	\$ 52,674,611	\$ 57,346,714
PFC revenue	Exhibit E	2,919,951	508,835	\$ 4,533,274	4,185,806
Operating Grants from US Government	Exhibit E	15,102,148	19,850,373	6,400,000	8,163,258
Total Airport Revenues		\$ 62,574,588	\$ 58,792,131	\$ 63,607,885	\$ 69,695,778
Less: Operations and Maintenance Expenses	Exhibit D	42,625,750	38,439,953	42,767,764	48,123,543
Net Revenues		\$ 19,948,837	\$ 20,352,178	\$ 20,840,121	\$ 21,572,235
Other Available Moneys from prior year (a:1)		3,393,565	1,729,676	3,438,540	2,018,555
Net Revenues and other Available Moneys		\$ 23,342,402	\$ 22,081,854	\$ 24,278,661	\$ 23,590,790
Rate Covenant					
Total Annual Debt Service	Exhibit C	13,574,262	6,918,703	13,754,162	8,074,221
Debt Service Coverage		1.72	3.19	1.77	2.92
Debt Service Requirement		1.25	1.25	1.25	1.25

- (a) Per the Indenture, for purposes of calculating Debt Service coverage, this amount should be greater of:
- 1 Unencumbered amounts in the CIF up to a maximum of 25% times Annual Debt Service.
- However, these capital funds cannot be use to demonstrate that current revenues are sufficient to pay current requirements.

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
DIVISIONAL BUDGET REQUEST-DETAIL
TOTAL AIRPORT

OPERATING EXPENSES	FY 21		FY 22 PROPOSED	% CHANGE		DISTRIBUTION TO COST CENTERS							TOTAL
	ACT'L/EST	ADJ BUD		BUD	ACT'L/EST	Terminal Building 1	Loading Bridge 1	Airfield Area 2	Apron Area 3	Terminal Area 4	Other Bldgs. & Areas 5	Support Facilities 6	
Personnel Services													
Salaries and Wages													
Regular	13,034,847	13,342,910	14,688,826	10.1%	12.7%	1,530,834		1,806,005	85,832	117,210	1,002,515	10,146,430	14,688,826
Overtime	248,747	270,939	309,599	14.3%	24.5%	57,721		69,946	2,679	6,049	70,792	102,412	309,599
Shift Differential	203,942	271,889	299,472	10.1%	46.8%	60,316		127,564	4,260	6,507	32,978	67,847	299,472
Hazardous Pay	282,356	9,636	10,804	12.1%	-96.2%	224					645	9,935	10,804
EMT Pay													
Total Salaries and Wages	13,769,892	13,895,374	15,308,701	10.2%	11.2%	1,649,095		2,003,515	92,771	129,766	1,106,930	10,326,624	15,308,701
Employee Fringe Benefits													
Retirement Contributions	3,586,299	3,747,580	4,312,100	15.1%	20.2%	352,121		503,707	24,942	32,878	276,553	3,121,899	4,312,100
Medicare	208,893	201,476	220,774	9.6%	5.7%	16,929		24,334	1,100	1,528	14,113	162,770	220,774
Retirement Death & Disability	56,701	53,352	70,148	31.5%	23.7%	9,284		5,132	1,269	2,267	5,088	47,108	70,148
Health Insurance	828,822	594,049	1,038,570	74.8%	25.3%	83,343		89,271	5,887	7,403	92,011	760,655	1,038,570
Life Insurance	46,112	45,004	48,453	7.7%	5.1%	4,507		4,295	440	705	3,306	35,200	48,453
Dental Insurance	52,272	53,441	57,378	7.4%	9.8%	4,939		4,597	378	480	4,614	42,370	57,378
Annual Leave Earned	1,200,585	1,094,691	1,211,184	10.6%	0.9%	93,502		115,873	3,981	5,012	89,957	902,859	1,211,184
Total Employee Fringe Benefits	5,979,684	5,789,593	6,958,607	20.2%	16.4%	564,625		747,209	37,997	50,273	485,642	5,072,861	6,958,607
Total Personnel Services	19,749,576	19,684,967	22,267,308	13.1%	12.7%	2,213,720		2,750,724	130,768	180,039	1,592,572	15,399,485	22,267,308
Contractual Services													
Repairs and Maintenance	4,968,051	6,458,030	6,736,790	4.3%	35.6%	4,322,300	1,365,000	399,735	43,425	172,615	337,295	96,420	6,736,790
Water & Sewer	327,515	515,135	600,000	16.5%	83.2%	525,715		13,015			61,270		600,000
Power	4,513,719	5,100,000	6,000,000	17.6%	32.9%	5,498,595		130,200		34,125	337,080		6,000,000
Telecommunications	145,580	213,840	211,500	-1.1%	45.3%	109,050		13,350		7,525	8,400	73,175	211,500
Postage	1,904	5,000	5,000		162.6%							5,000	5,000
Printing	8,700	26,600	25,300	-4.9%	190.8%							25,300	25,300
Licenses, Dues & Subscriptions	34,426	67,975	92,960	36.8%	170.0%							92,960	92,960
Insurance	912,108	818,300	928,300	13.4%	1.8%	846,975		51,615		14,855	14,855		928,300
Travel	58,753	179,800	185,000	2.9%	214.9%							185,000	185,000
Equipment Rental	4,845	38,000	38,250	0.7%	689.5%	3,150		1,496			30,604	3,000	38,250
Professional Services	3,859,123	4,577,122	5,142,932	12.4%	33.3%	1,103,050		268,481		124,000	477,951	3,169,450	5,142,932
Advertising/Promotional Activities	215,977	589,500	587,000	-0.4%	171.8%							587,000	587,000
Uniforms	183	200	97,700	48750.0%	53346.3%			7,500			34,000	56,200	97,700
Miscellaneous Contractual Services													
Board Stipend	4,950	8,400	8,400		69.7%							8,400	8,400
Other	1,483,310	1,846,825	2,010,340	8.9%	35.5%	223,965		6,800	1,365	4,725	1,269,385	504,100	2,010,340
Total Contractual Services	16,539,144	20,444,727	22,669,472	10.9%	37.1%	12,632,800	1,365,000	892,192	44,790	357,845	2,570,840	4,806,005	22,669,472

[illegible]

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
CONSOLIDATED DIVISIONAL OPERATING BUDGET
FISCAL YEAR 2022

OPERATING EXPENSES	BOARD	ADMIN	PMO	ACCTG	ENG	OPS	P&F	SEC POL	ARFF	TOTAL AIRPORT
Personnel Services										
Salaries and Wages										
Regular	40,460	2,562,754	698,499	943,851	1,001,250	1,487,897	2,387,737	3,135,326	2,431,052	14,688,826
Overtime						35,279	73,999	133,227	67,094	309,599
Shift Differential						47,039	41,026	88,401	123,006	299,472
Hazardous Pay								10,804		10,804
EMT Pay										
Total Salaries and Wages	40,460	2,562,754	698,499	943,851	1,001,250	1,570,215	2,502,762	3,367,758	2,621,152	15,308,701
Employee Fringe Benefits										
Retirement Contributions	11,458	725,771	197,814	267,298	283,555	421,372	708,782	953,742	742,308	4,312,100
Medicare	587	37,158	10,129	13,685	14,518	21,575	36,291	48,822	38,009	220,774
Retirement Death & Disability	-	7,657	494	1,976	4,446	2,717	8,645	36,309	7,904	70,148
Health Insurance	4,672	152,802	49,210	32,218	68,876	71,006	247,349	274,637	137,800	1,038,570
Life Insurance	186	6,789	1,860	2,418	2,604	3,999	7,719	15,903	6,975	48,453
Dental Insurance	248	8,854	2,867	2,733	3,241	4,013	13,108	14,161	8,153	57,378
Annual Leave Earned	3,035	227,039	68,599	88,284	81,548	129,878	208,524	241,267	163,010	1,211,184
Total Employee Fringe Benefits	20,186	1,166,070	330,973	408,612	458,788	654,560	1,230,418	1,584,841	1,104,159	6,958,607
Total Personnel Services	60,646	3,728,824	1,029,472	1,352,463	1,460,038	2,224,775	3,733,180	4,952,599	3,725,311	22,267,308
Contractual Services										
Repairs and Maintenance		461,000			364,895	85,420	5,825,475			6,736,790
Water & Sewer		600,000								600,000
Power		6,000,000								6,000,000
Telecommunications		185,000				24,000		2,500		211,500
Postage		5,000								5,000
Printing		18,800			5,000	500		1,000		25,300
Licenses, Dues & Subscriptions		75,040		3,625	7,345			5,450	1,500	92,960
Insurance			928,300							928,300
Travel		185,000								185,000
Equipment Rental		3,000					5,250	30,000		38,250
Professional Services		3,548,500	305,800	226,200	793,951	268,481				5,142,932
Advertising/Promotional Activities	5,000	582,000								587,000
Uniforms		15,000				5,400	34,000	35,800	7,500	97,700
Miscellaneous Contractual Services										
Board Stipend	8,400									8,400
Other		347,500	1,226,060	65,400	50,000		223,380	88,500	8,000	2,010,340
Total Contractual Services	13,400	12,025,840	2,460,160	295,225	1,221,191	385,301	6,088,105	163,250	17,000	22,669,472

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
CONSOLIDATED DIVISIONAL OPERATING BUDGET
FISCAL YEAR 2022

OPERATING EXPENSES	BOARD	ADMIN	PMO	ACCTG	ENG	OPS	P&F	SEC POL	ARFF	TOTAL AIRPORT
Materials and Supplies										
Building Maint. Mat'l. & Supplies							24,675			24,675
Paving Maint. Mat'l. & Supplies							58,695			58,695
Grnd Maint. & Horti. Supplies							1,050			1,050
Elect., Plumbing & Hardware							344,610			344,610
Equip. & Motor Veh. Parts/Supplies		80,000			6,800	178,200	170,629			435,629
Chemicals and Paints							89,475			89,475
Cleaning & Janitorial Supplies							18,588	1,150		19,738
Fuel, Oil and Lubricants							209,650	16,000		225,650
Small Tools							38,405		20,000	58,405
Signs										
Office Supplies	1,000	100,000		6,500	13,600	4,000		16,100		170,400
Security Supplies								93,500		93,500
Misc. Materials & Supplies		6,600			1,536	3,500	33,650	9,500	227,650	282,436
Total Materials and Supplies	1,000	186,600		6,500	21,936	185,700	989,427	136,250	247,650	1,804,263
TOTAL OPERATING EXPENSES	75,046	15,941,264	3,518,832	1,654,188	2,703,165	2,795,776	10,810,712	5,252,099	3,989,961	46,741,043
Equipment and Furnishings										
Equipment		425,000					157,500			582,500
Furnishings										
Total Equipment and Furnishings:		425,000					157,500			582,500
Total Operating Expenses including Equipment/Furnishings	75,046	16,366,264	3,518,832	1,654,188	2,703,165	2,795,776	10,968,212	5,252,099	3,989,961	47,323,543
Retirement Supplemental (GIAA retirees)		800,000								800,000
Total Operating Expense	75,046	17,166,264	3,518,832	1,654,188	2,703,165	2,795,776	10,968,212	5,252,099	3,989,961	48,123,543
Total number of positions - FTE	1	42	11	14	16	23	48	53	41	249
Total number of positions - LTA								37		37

**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
BOARD
FISCAL YEAR 2022**

	ACTUAL/EST FY 2021	APPROVED BUDGET FY 2021	PROPOSED BUDGET FY 2022	VARIANCE BUDGET 22 vs BUDGET 21		VARIANCE BUDGET 22 vs ACT'L/EST 21	
				\$	%	\$	%
OPERATING EXPENSES							
Personnel Services							
Salaries and Wages							
Regular	38,307	38,881	40,460	1,579	4.1%	2,153	5.6%
Overtime							
Shift Differential							
Haz Pay							
EMT Pay							
Total Salaries and Wages	38,307	38,881	40,460	1,579	4.1%	2,153	5.6%
Employee Fringe Benefits							
Retirement Contributions	10,496	10,486	11,458	972	9.3%	962	9.2%
Medicare	563	564	587	23	4.1%	24	4.3%
Retirement Death & Disability	-	-	-	-	-	-	-
Health Insurance	4,174	2,957	4,672	1,715	58.01%	498	11.9%
Life Insurance	189	186	186	-	0.0%	(3)	-1.7%
Dental Insurance	255	260	248	(12)	-4.70%	(7)	-2.9%
Annual Leave Earned	2,943	2,983	3,035	52	1.7%	92	3.1%
Total Employee Fringe Benefits	18,620	17,436	20,186	2,750	15.8%	1,566	8.4%
TOTAL PERSONNEL SERVICES	56,927	56,317	60,646	4,329	7.7%	3,719	6.5%
CONTRACTUAL SERVICES	6,983	13,400	13,400	-	0.0%	6,417	91.9%
MATERIALS AND SUPPLIES	275	1,000	1,000	-	0.0%	725	264.0%
EQUIPMENT AND FURNISHINGS							
TOTAL OPERATING BUDGET	64,185	70,717	75,046	4,329	6.1%	10,861	16.9%
Typhoon							
Emergency							
Retirement supplemental (GIAA retirees)							
TOTAL OPERATING BUDGET	64,185	70,717	75,046	4,329	6.1%	10,861	16.9%
NUMBER OF POSITIONS	1	1	1	0	0.0%	0	0.0%

**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
ADMINISTRATION DIVISION
FISCAL YEAR 2022**

	ACTUAL/EST FY 2021	APPROVED BUDGET FY 2021	PROPOSED BUDGET FY 2022	VARIANCE BUDGET 22 vs BUDGET 21		VARIANCE BUDGET 22 vs ACT'EST 21	
				\$	%	\$	%
OPERATING EXPENSES							
Personnel Services							
Salaries and Wages							
Regular	2,221,762	2,371,733	2,562,754	191,021	8.1%	340,992	15.3%
Overtime	463					(463)	-100.0%
Shift Differential	6					(6)	-100.0%
Haz Pay							
EMT Pay							
Total Salaries and Wages	2,222,231	2,371,733	2,562,754	191,021	8.1%	340,523	15.3%
Employee Fringe Benefits							
Retirement Contributions	619,702	639,656	725,771	86,115	13.5%	106,069	17.1%
Medicare	33,122	34,389	37,158	2,769	8.1%	4,036	12.2%
Retirement Death & Disability	5,298	5,928	7,657	1,729	29.2%	2,359	44.5%
Health Insurance	120,410	83,970	152,802	68,832	82.0%	32,392	26.9%
Life Insurance	6,932	6,324	6,789	465	7.4%	(143)	-2.1%
Dental Insurance	8,286	8,173	8,854	681	8.3%	568	6.9%
Annual Leave Earned	211,877	219,597	227,039	7,442	3.4%	15,162	7.2%
Total Employee Fringe Benefits	1,005,627	998,037	1,166,070	168,033	16.8%	160,443	16.0%
TOTAL PERSONNEL SERVICES	3,227,858	3,369,770	3,728,824	359,054	10.7%	500,966	15.5%
CONTRACTUAL SERVICES	8,354,775	10,296,805	12,025,840	1,729,035	16.8%	3,671,065	43.9%
MATERIALS AND SUPPLIES	151,451	196,660	186,600	(10,060)	-5.1%	35,149	23.2%
EQUIPMENT AND FURNISHINGS			425,000	425,000	100.0%	425,000	0.0%
TOTAL OPERATING BUDGET	11,734,084	13,863,235	16,366,264	2,503,029	18.1%	4,632,180	39.5%
Typhoon Emergency Retirement supplemental (GIAA retirees)	880,379	800,000	800,000	-	-	(80,379)	-9.1%
TOTAL OPERATING BUDGET	12,614,463	14,663,235	17,166,264	2,503,029	17.1%	4,551,801	36.1%
NUMBER OF POSITIONS - FTE	44	44	42	-2	-4.5%	0	-4.5%

**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
PROPERTY MANAGEMENT DIVISION
FISCAL YEAR 2022**

	ACTUAL/EST FY 2021	APPROVED BUDGET FY 2021	PROPOSED BUDGET FY 2022	VARIANCE BUDGET 22 vs BUDGET 21		VARIANCE BUDGET 22 vs ACT'L/EST 21	
				\$	%	\$	%
OPERATING EXPENSES							
Personnel Services							
Salaries and Wages							
Regular	604,176	720,744	698,499	(22,245)	-3.1%	94,323	15.6%
Overtime							
Shift Differential							
Haz Pay							
EMT Pay							
Total Salaries and Wages	604,176	720,744	698,499	(22,245)	-3.1%	94,323	15.6%
Employee Fringe Benefits							
Retirement Contributions	170,777	194,385	197,814	3,429	1.8%	27,037	15.8%
Medicare	8,589	10,451	10,129	(322)	-3.1%	1,540	17.9%
Retirement Death & Disability			494	494	-	494	
Health Insurance	47,388	34,696	49,210	14,514	41.8%	1,822	3.8%
Life Insurance	1,903	1,860	1,860	-	0.0%	(43)	-2.3%
Dental Insurance	2,437	2,353	2,867	514	21.8%	430	17.6%
Annual Leave Earned	60,859	69,600	68,599	(1,001)	-1.4%	7,740	12.7%
Total Employee Fringe Benefits	291,953	313,345	330,973	17,628	5.6%	39,020	13.4%
TOTAL PERSONNEL SERVICES	896,129	1,034,089	1,029,472	(4,617)	-0.4%	133,343	14.9%
CONTRACTUAL SERVICES	2,176,946	2,350,160	2,460,160	110,000	4.7%	283,214	13.0%
MATERIALS AND SUPPLIES			29,200	29,200	100.0%	29,200	100.0%
EQUIPMENT AND FURNISHINGS							
TOTAL OPERATING BUDGET	3,073,075	3,384,249	3,518,832	134,583	4.0%	445,757	14.5%
Typhoon Emergency							
TOTAL OPERATING BUDGET	3,073,075	3,384,249	3,518,832	134,583	4.0%	445,757	14.5%
NUMBER OF POSITIONS - FTE	11	11	11	0	0.0%	0	0.0%

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
ACCOUNTING DIVISION
FISCAL YEAR 2022

	ACTUAL/EST FY 2021	APPROVED BUDGET FY 2021	PROPOSED BUDGET FY 2022	VARIANCE BUDGET 22 vs BUDGET 21		VARIANCE BUDGET 22 vs ACT'L/EST 21	
				\$	%	\$	%
OPERATING EXPENSES							
Personnel Services							
Salaries and Wages							
Regular	833,089	849,222	943,851	94,629	11.1%	110,762	13.3%
Overtime							
Shift Differential							
Haz Pay							
EMT Pay							
Total Salaries and Wages	833,089	849,222	943,851	94,629	11.1%	110,762	13.3%
Employee Fringe Benefits							
Retirement Contributions	228,757	229,036	267,298	38,262	16.7%	38,541	16.8%
Medicare	12,289	12,314	13,685	1,371	11.1%	1,396	11.4%
Retirement Death & Disabliltiy	1,501	1,482	1,976	494	33.3%	475	31.6%
Health Insurance	26,723	23,799	32,218	8,419	35.4%	5,495	20.6%
Life Insurance	2,249	2,224	2,418	194	8.7%	169	7.5%
Dental Insurance	2,667	2,885	2,733	(152)	-5.3%	66	2.5%
Annual Leave Earned	87,419	77,651	88,284	10,633	13.7%	865	1.0%
Total Employee Fringe Benefits	361,605	349,391	408,612	59,221	16.9%	47,007	13.0%
TOTAL PERSONNEL SERVICES	1,194,694	1,198,613	1,352,463	153,850	12.8%	157,769	13.2%
CONTRACTUAL SERVICES	242,080	292,825	295,225	2,400	0.82%	53,145	22.0%
MATERIALS AND SUPPLIES	3,426	6,500	6,500	-	0.0%	3,074	89.7%
EQUIPMENT AND FURNISHINGS							
TOTAL OPERATING BUDGET	1,440,200	1,497,938	1,654,188	156,250	10.4%	213,988	14.9%
Typhoon Emergency							
TOTAL OPERATING BUDGET	1,440,200	1,497,938	1,654,188	156,250	10.4%	213,988	14.9%
NUMBER OF POSITIONS	<u>13</u>	<u>13</u>	<u>14</u>	<u>1</u>	<u>7.7%</u>	<u>1</u>	<u>7.7%</u>

**A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
ENGINEERING DIVISION
FISCAL YEAR 2022**

	ACTUAL/EST FY 2021	APPROVED BUDGET FY 2021	PROPOSED BUDGET FY 2022	VARIANCE BUDGET 22 vs BUDGET 21		VARIANCE BUDGET 22 vs ACT'L/EST 21	
				\$	%	\$	%
OPERATING EXPENSES							
Personnel Services							
Salaries and Wages							
Regular	710,496	740,920	1,001,250	260,330	35.1%	290,754	40.9%
Overtime							
Shift Differential							
Haz Pay							
EMT Pay							
Total Salaries and Wages	710,496	740,920	1,001,250	260,330	35.1%	290,754	40.9%
Employee Fringe Benefits							
Retirement Contributions	197,022	199,826	283,555	83,729	41.9%	86,533	43.9%
Medicare	10,387	10,743	14,518	3,775	35.1%	4,131	39.8%
Retirement Death & Disability	2,502	2,470	4,446	1,976	80.0%	1,944	77.7%
Health Insurance	47,591	36,326	68,876	32,550	89.6%	21,285	44.7%
Life Insurance	1,874	1,860	2,604	744	40.0%	730	39.0%
Dental Insurance	2,414	2,673	3,241	568	21.2%	827	34.3%
Annual Leave Earned	75,353	68,054	81,548	13,494	19.8%	6,194	8.2%
Total Employee Fringe Benefits	337,143	321,952	458,788	136,836	42.5%	121,645	36.1%
TOTAL PERSONNEL SERVICES	1,047,639	1,062,872	1,460,038	397,166	37.4%	412,399	39.4%
CONTRACTUAL SERVICES	840,340	1,167,791	1,221,191	53,400	4.6%	380,851	45.3%
MATERIALS AND SUPPLIES	12,600	21,680	21,936	256	1.2%	9,336	74.1%
EQUIPMENT AND FURNISHINGS							
TOTAL OPERATING BUDGET	1,900,579	2,252,343	2,703,165	450,822	20.0%	802,586	42.2%
Typhoon Emergency							
TOTAL OPERATING BUDGET	1,900,579	2,252,343	2,703,165	450,822	20.0%	802,586	42.2%
NUMBER OF POSITIONS	16	16	16	0	0.0%	0	0.0%

**A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
OPERATIONS DIVISION
FISCAL YEAR 2022**

OPERATING EXPENSES	ACTUAL/EST	APPROVED	PROPOSED	VARIANCE		VARIANCE	
	FY 2021	BUDGET FY 2021	BUDGET FY 2022	BUDGET 22 vs	BUDGET 21	BUDGET 22 vs	ACT'L/EST 21
				\$	%	\$	%
<u>Personnel Services</u>							
<u>Salaries and Wages</u>							
Regular	1,401,751	1,312,435	1,487,897	175,462	13.4%	86,146	6.1%
Overtime	18,397	32,305	35,279	2,974	9.2%	16,882	91.8%
Shift Differential	35,249	43,068	47,039	3,971	9.2%	11,790	33.4%
Haz Pay	15,322					(15,322)	-100.0%
EMT Pay							
Total Salaries and Wages	1,470,719	1,387,808	1,570,215	182,407	13.14%	99,496	6.8%
<u>Employee Fringe Benefits</u>							
Retirement Contributions	354,572	374,292	421,372	47,080	12.6%	66,800	18.8%
Medicare	22,822	20,123	21,575	1,452	7.2%	(1,247)	-5.5%
Retirement Death & Disability	1,497	1,482	2,717	1,235	83.3%	1,220	81.5%
Health Insurance	57,830	45,137	71,006	25,869	57.3%	13,176	22.8%
Life Insurance	3,956	3,720	3,999	279	7.5%	43	1.1%
Dental Insurance	3,668	4,078	4,013	(65)	-1.6%	345	9.4%
Annual Leave Earned	106,509	95,908	129,878	33,970	35.4%	23,369	21.9%
Total Employee Fringe Benefits	550,854	544,740	654,560	109,820	20.2%	103,706	18.8%
TOTAL PERSONNEL SERVICES	2,021,573	1,932,548	2,224,775	292,227	15.1%	203,202	10.1%
CONTRACTUAL SERVICES	300,759	422,141	385,301	(36,840)	-8.7%	84,542	28.1%
MATERIALS AND SUPPLIES	7,567	121,500	185,700	64,200	52.8%	178,133	2354.1%
EQUIPMENT AND FURNISHINGS							
TOTAL OPERATING BUDGET	2,329,899	2,476,189	2,795,776	319,587	12.9%	465,877	20.0%
Typhoon Emergency							
TOTAL OPERATING BUDGET	2,329,899	2,476,189	2,795,776	319,587	12.9%	465,877	20.0%
NUMBER OF POSITIONS	23	23	23	0	0.0%	0	0.0%

**A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
PROPERTIES AND FACILITIES DIVISION
FISCAL YEAR 2022**

OPERATING EXPENSES	ACT'L/EST FY 2021	APPROVED BUDGET FY 2021	PROPOSED BUDGET FY 2022	VARIANCE BUDGET 22 vs BUDGET 21		VARIANCE BUDGET 22 vs ACT'L/EST 21	
				\$	%	\$	%
Personnel Services							
Salaries and Wages							
Regular	1,940,827	2,079,861	2,387,737	307,876	14.8%	446,910	23.0%
Overtime	30,805	50,590	73,999	23,409	46.3%	43,194	140.2%
Shift Differential	12,895	35,181	41,026	5,845	16.6%	28,131	218.2%
Haz Pay							
EMT Pay							
Total Salaries and Wages	1,984,527	2,165,632	2,502,762	337,130	15.6%	518,235	26.1%
Employee Fringe Benefits							
Retirement Contributions	554,636	584,071	708,782	124,711	21.4%	154,146	27.8%
Medicare	29,365	31,403	36,291	4,888	15.6%	6,925	23.6%
Retirement Death & Disability	7,794	5,928	8,645	2,717	45.8%	851	10.9%
Health Insurance	189,782	133,805	247,349	113,544	84.9%	57,567	30.3%
Life Insurance	7,316	6,696	7,719	1,023	15.3%	403	5.5%
Dental Insurance	10,762	11,796	13,108	1,312	11.1%	2,346	21.8%
Annual Leave Earned	188,853	198,827	208,524	9,697	4.9%	19,671	10.4%
Total Employee Fringe Benefits	988,508	972,526	1,230,418	257,892	26.5%	241,910	24.5%
TOTAL PERSONNEL SERVICES	2,973,035	3,138,158	3,733,180	595,022	19.0%	760,145	25.6%
CONTRACTUAL SERVICES	4,550,123	5,765,315	6,088,105	322,790	5.6%	1,537,982	33.8%
MATERIALS AND SUPPLIES	606,905	941,755	989,427	47,672	5.1%	382,522	63.0%
EQUIPMENT AND FURNISHINGS	149,923	150,000	157,500	7,500	5.0%	7,577	5.1%
TOTAL OPERATING BUDGET	8,279,986	9,995,228	10,968,212	972,984	9.7%	2,688,226	32.5%
Typhoon Emergency							
TOTAL OPERATING BUDGET	8,279,987	9,995,228	10,968,212	972,984	9.7%	2,688,226	32.5%
NUMBER OF POSITIONS	48	48	48	0	0.0%	0	0.0%

**A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
AIRPORT POLICE
FISCAL YEAR 2022**

OPERATING EXPENSES	ACTUAL/EST	APPROVED	PROPOSED	VARIANCE		VARIANCE	
	FY 2021	BUDGET FY 2021	BUDGET FY 2022	BUDGET 22 vs BUDGET 21		BUDGET 22 vs ACT'L/EST 21	
				\$	%	\$	%
Personnel Services							
Salaries and Wages							
Regular	3,051,030	3,043,218	3,135,326	92,108	3.0%	84,296	2.8%
Overtime	157,847	129,192	133,227	4,035	3.1%	(24,620)	-15.6%
Shift Differential	80,646	85,730	88,401	2,671	3.1%	7,755	9.6%
Haz Pay	267,034	9,636	10,804	1,168	12.1%	(256,230)	-96.0%
EMT Pay							
Total Salaries and Wages	3,556,557	3,267,776	3,367,758	99,982	3.1%	(188,799)	-5.3%
Employee Fringe Benefits							
Retirement Contributions	833,803	881,317	953,742	72,425	8.2%	119,939	14.4%
Medicare	56,878	47,377	48,822	1,445	3.1%	(8,056)	-14.2%
Retirement Death & Disability	30,504	30,134	36,309	6,175	20.5%	5,805	19.0%
Health Insurance	231,161	158,096	274,637	116,541	73.7%	43,476	18.8%
Life Insurance	14,852	15,810	15,903	93	0.6%	1,051	7.1%
Dental Insurance	13,687	13,815	14,161	346	2.5%	474	3.5%
Annual Leave Earned	256,340	208,077	241,267	33,190	16.0%	(15,073)	-5.9%
Total Employee Fringe Benefits	1,437,225	1,354,626	1,584,841	230,215	17.0%	147,616	10.3%
TOTAL PERSONNEL SERVICES	4,993,782	4,622,402	4,952,599	330,197	7.1%	(41,183)	-0.8%
CONTRACTUAL SERVICES	65,483	126,790	163,250	36,460	28.8%	97,767	149.3%
MATERIALS AND SUPPLIES	127,618	158,325	136,250	(22,075)	-13.9%	8,632	6.8%
EQUIPMENT AND FURNISHINGS							
TOTAL OPERATING BUDGET	5,186,883	4,907,517	5,252,099	344,582	7.0%	65,216	1.3%
Typhoon Emergency							
TOTAL OPERATING BUDGET	5,186,883	4,907,517	5,252,099	344,582	7.0%	65,216	1.3%
NUMBER OF POSITIONS	53	53	53	0	0.0%	0	0.0%
NUMBER OF POSITIONS - LTA	37	37	37	0	0.0%	0	0.0%

**A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
DIVISIONAL BUDGET REQUEST SUMMARY
AIRCRAFT RESCUE AND FIREFIGHTING
FISCAL YEAR 2022**

	ACTUAL FY 2021	APPROVED BUDGET FY 2021	PROPOSED BUDGET FY 2022	VARIANCE BUDGET 22 vs BUDGET 21		VARIANCE BUDGET 22 vs ACT'L/EST 21	
				\$	%	\$	%
OPERATING EXPENSES							
Personnel Services							
Salaries and Wages							
Regular	2,233,409	2,185,896	2,431,052	245,156	11.2%	197,643	8.8%
Overtime	41,235	58,852	67,094	8,242	14.0%	25,859	62.7%
Shift Differential	75,146	107,910	123,006	15,096	14.0%	47,860	63.7%
Haz Pay							
EMT Pay							
Total Salaries and Wages	2,349,790	2,352,658	2,621,152	268,494	11.41%	271,362	11.5%
Employee Fringe Benefits							
Retirement Contributions	616,534	634,511	742,308	107,797	16.99%	125,774	20.4%
Medicare	34,878	34,112	38,009	3,897	11.42%	3,131	9.0%
Retirement Death & Disability	7,605	5,928	7,904	1,976	33.33%	299	3.9%
Health Insurance	103,763	75,263	137,800	62,537	83.09%	34,037	32.8%
Life Insurance	6,841	6,324	6,975	651	10.29%	134	2.0%
Dental Insurance	8,096	7,408	8,153	745	10.05%	57	0.7%
Annual Leave Earned	210,432	153,994	163,010	9,016	5.85%	(47,422)	-22.5%
Total Employee Fringe Benefits	988,149	917,540	1,104,159	186,619	20.34%	116,010	11.7%
TOTAL PERSONNEL SERVICES	3,337,938	3,270,198	3,725,311	455,113	13.9%	387,373	11.6%
CONTRACTUAL SERVICES	1,655	9,500	17,000	7,500	78.9%	15,345	927.2%
MATERIALS AND SUPPLIES	211,089	240,650	247,650	7,000	2.9%	36,560	17.3%
EQUIPMENT AND FURNISHINGS							
TOTAL OPERATING BUDGET	3,550,683	3,520,348	3,989,961	469,613	13.3%	439,278	12.4%
Typhoon Emergency							
TOTAL OPERATING BUDGET	3,550,683	3,520,348	3,989,961	469,613	13.3%	439,278	12.4%
NUMBER OF POSITIONS	41	41	41	0	0.0%	0	0.0%



A.B. WON PAT GUAM INTERNATIONAL AIRPORT AUTHORITY
P.O. Box 8770
Tamuning, Guam 96931

CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2022

	<u>PROJECT NAME</u>	<u>FUNDING SOURCE</u>			<u>Cost Center</u>	<u>DESCRIPTION & NEED</u>
		<u>BUDGET</u>	<u>CIF</u>	<u>FEDERAL</u>		
1	CONCOURSE ISOLATION with SEISMIC UPGRADES, DESIGN/CONSTRUCT (Multi-Year Grant)	\$ 5,000,000	\$ 300,000	\$ 4,700,000	TB	Eliminate concourse commingling with new arrivals corridor with vertical circulations pod and seismic upgrades
2	APRON REHABILITATION, PH1	\$ 7,777,778	\$ 777,778	\$ 7,000,000	AP	Rehabilitation improvements to terminal aprons - phased
3	PART 150 NOISE STUDY UPDATE	\$ 2,200,000	\$ 200,000	\$ 2,000,000	SF	Update noise study using new FAA programs.
4	CARGO APRON & FUEL SYSTEM EXTENSION - DESIGN	\$ 1,500,000	\$ 150,000	\$ 1,350,000	AP	Design of new cargo aprons adjacent to cargo facilities with fueling capability.
5	SECURITY ACCESS CONTROL SYSTEM UPGRADE	\$ 250,000	\$ 250,000		OBA	Provide SACS for ARFF facility and upgrade terminal system
6	PAGING SYSTEM UPGRADE	\$ 945,000	\$ 945,000		TB	Modernize paging system for air terminal
7	FLIGHT INFO DISPLAY/BAGGAGE INFO DISPLAY UPGRADE	\$ 250,000	\$ 250,000		TB	Upgrade and expand FIDS/BIDS for air terminal
8	SIMPLIFIED ARRIVALS ENTRY/EXIT PROGRAM	\$ 150,000	\$ 150,000		TB	Provide cost effective system for departure biometrics based on CBP data
9	FINANCIAL MANAGEMENT PROGRAM UPGRADE	\$ 2,800,000	\$ 2,800,000		SF	Upgrade software, applications and modules.
10	OPERATIONS BI-DIRECTIONAL AMPLIFIER SYSTEM	\$ 220,000	\$ 220,000		TB	Improve communications coverage within the air terminal
Totals:		\$ 21,092,778	\$ 6,042,778	\$ 15,050,000		

Note: All projects are subject to funding availability and FAA issuance of grant agreements.

FORECAST AIRLINE ACTIVITIES

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Fiscals Years Ending September 30

Table 1

	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Enplaned Passengers				
Signatory Airlines				
Originating passengers	778,742	131,684	1,095,724	1,094,507
Transit passengers	99,694	30,984	51,650	97,351
Total Sig Enplaned passengers	878,436	162,668	1,147,374	1,191,858
Non Signatory Airlines				
Originating passengers	4,790	1,799	5,441	665
Transit passengers	834	815	94	384
Total Non Sig Enplaned passengers	5,624	2,613	5,535	1,049
Airport total enplaned passengers				
Originating passengers	783,532	133,483	1,101,165	1,095,172
Transit passengers	100,528	31,798	51,744	97,735
Total enplaned passengers	884,060	165,281	1,152,909	1,192,907
Signatory Airline Common-Use Ticket Counter Passengers	540,035	51,917	880,577	603,742
Deplaned Passengers				
Signatory Airlines				
Terminating passengers	791,647	127,057	1,092,140	1,085,439
Transit passengers	-	-	-	-
Total Sig Deplaned passengers	791,647	127,057	1,092,140	1,085,439
Non Signatory Airlines				
Terminating passengers	2,946	201	4,428	182
Transit passengers	-	-	-	-
Total Non Sig Deplaned passengers	2,946	201	4,428	182
Airport total deplaned passengers				
Terminating passengers	794,593	127,258	1,096,568	1,085,621
Transit passengers	-	-	-	-
Total deplaned passengers	794,593	127,258	1,096,568	1,085,621

FORECAST AIRLINE ACTIVITIES

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Fiscals Years Ending September 30

Table 1

	Actual 2020	Act'l Est 2021	Budget 2021	Budget 2022
Landed Weight				
Signatory airlines	2,267,784	1,119,530	1,853,116	1,700,193
Non signatory airlines	182,338	205,489	126,208	203,681
Drop Ins	99,047	136,296	40,839	141,449
Commuter	26,414	14,412	39,090	12,127
Airport total landed weight	2,575,583	1,475,727	2,059,252	2,057,450
Loading Bridge Uses				
Signatory airlines	6,703	2,506	7,828	7,745
Non signatory airlines	61	59	44	58
Drop Ins	36	81	14	81
Commuter airlines	-	-	-	-
Airport total loading bridge uses	6,800	2,646	7,886	7,884
Aircraft Movement				
Signatory airlines	13,490	5,091	15,657	15,490
Non signatory airlines	5,246	3,317	6,542	3,274
Drop Ins	906	675	526	631
Commuter airlines	10,192	2,937	17,559	2,475
Airport total aircraft movements	29,834	12,020	40,284	21,870
Terminating Passengers - International				
Signatory airlines	772,984	99,690	1,021,539	1,050,844
Non signatory airlines	703	-	-	-
Drop Ins	1,446	909	2,731	993
Commuter airlines	-	-	-	-
	775,133	100,599	1,024,270	1,051,837

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

		Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
<u>RENTABLE SPACE</u>					
	1 Airline Space				
	a Airline Exclusive Use Space				
5511	Ticket Counter				
	CAL				
	UA	2,899	2,899	2,899	2,899
	JAL				
	Delta				
	KAL				
	PAL				
	Cape Air	-	-	-	-
	Jin Air				
	Jeju				
	Air Busan				
	T'Way Air				
	AGI-Other				
	Common Use	10,101	10,101	10,101	10,101
		13,000	13,000	13,000	13,000
5512	Airline Ticket Office				
	CAL	-	-	-	-
	UA	4,627	4,627	4,627	4,627
	JAL	950	-	-	-
	Delta	-	-	-	-
	KAL	775	744	744	744
	PAL	-	479	479	479
	Cape Air	-	-	-	-
	Jin Air	386	386	386	386
	Jeju	1,029		-	-
	Air Busan	543	543	543	-
	T'Way Air	524		-	-

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

		Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
	AGI-Other	-		-	
	Unassigned	5,250	5,250	5,250	5,793
		14,084	12,029	12,029	12,029
5513	Office Space				
	CAL	-	-	-	-
	UA	675	675	675	675
	JAL	-	950	950	950
	Delta	-		-	
	KAL	744	769	769	769
	PAL	479		-	
	Cape Air	-	-	-	-
	Jin Air	-	-	-	-
	Jeju	-	1,029	1,029	718
	Air Busan	-		-	
	T'Way Air	-	524	524	524
	AGI-Other	1,856	1,856	1,856	1,856
	Palau Air	-			
	Freedom Air	-	-	-	-
	PIA	-			
	Pacific Flier	-			
	ANA	-			
	EVA	-			
	Asiana	-	-	-	-
	Unassigned	4,221	4,221	4,221	4,532
		7,975	10,024	10,024	10,024
5519	Operations Space				
	CAL	-	-	-	-

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

	Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
UA	23,005	23,005	23,005	23,005
JAL	1,214	1,214	1,214	943
Delta	-	-	-	-
KAL	-	-	-	-
PAL	-	-	-	-
Cape Air	-	-	-	-
Jin Air	-	-	-	-
Jeju	-	-	-	-
Air Busan	-	-	-	-
T'Way Air	-	-	-	-
Palau Air	-	-	-	-
Freedom Air	-	-	-	-
PIA	-	-	-	-
Pacific Flier	-	-	-	-
ANA	-	-	-	-
EVA	-	-	-	-
Asiana	-	-	-	-
AGI-Other	1,877	1,877	1,877	1,877
Unassigned	8,934	8,934	8,934	9,205
	35,030	35,030	35,030	35,030

5517

Club Room

CAL	-	-	-	-
UA	5,631	5,631	5,631	5,631
JAL	6,355	6,355	6,355	6,355
Delta	-	-	-	-
KAL	-	-	-	-
PAL	-	-	-	-

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

		Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
	Cape Air	-	-	-	-
	Jin Air	-	-	-	-
	Jeju	-			
	Air Busan	-			
	T'Way Air	-			
	Other - LSG	-	-	-	-
	Unassigned	-	-	-	-
		11,986	11,986	11,986	11,986
5520	System Coordination Space				
	CAL	-	-	-	-
	UA	-	-	-	-
	JAL	-	-	-	-
	Delta	-	-	-	-
	KAL	-	-	-	-
	PAL	-	-	-	-
	Cape Air				
	Jin Air	-	-	-	-
	Jeju				
	Air Busan				
	T'Way Air				
	AGI-Other	-	-	-	-
	Unassigned	746	746	746	746
		746	746	746	746
5521	Unenclosed Ramp Operations				
	CAL	-	-	-	-
	UA	3,975	3,975	3,975	3,975
	JAL	-	-	-	-

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

		Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
	Delta	-	-	-	-
	KAL	-	-	-	-
	PAL	-	-	-	-
	Cape Air				
	Jin Air	-	-	-	-
	Jeju				
	Air Busan				
	T'Way Air				
	AGI-Other	-	-	-	-
	Unassigned	-	-	-	-
		3,975	3,975	3,975	3,975
5514	Bag Service Office				
	CAL	-	-	-	-
	UA	1,139	1,139	1,139	1,139
	JAL	-	-	-	-
	Delta	-	-	-	-
	KAL	-	-	-	-
	PAL	-	-	-	-
	Cape Air				
	Jin Air	-	-	-	-
	Jeju				
	Air Busan				
	T'Way Air				
	AGI-Other	-	-	-	-
	Unassigned	139	139	139	139
		1,278	1,278	1,278	1,278
5518	Meal Bank				
	CAL	-	-	-	-

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

		Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
	UA	-	-	-	-
	JAL	-	-	-	-
	Delta	-	-	-	-
	KAL	-	-	-	-
	PAL	-	-	-	-
	Cape Air				
	Jin Air	-	-	-	-
	Jeju		-		
	Air Busan				
	T'Way Air				
	AGI-Other	-	-	-	-
	Unassigned	328	328	328	328
		328	328	328	328
5516	Employee & Passenger				
	CAL	-	-	-	-
	UA	-	-	-	-
	JAL	-	-	-	-
	Delta	-	-	-	-
	KAL	-	-	-	-
	PAL	-	-	-	-
	Cape Air	-	-	-	-
	Jin Air	-	-	-	-
	Jeju		-		
	Air Busan				
	T'Way Air				
	AGI-Other				
	Unassigned	758	758	758	758
		758	758	758	758

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

	Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
CAL	-	-	-	-
UA	-	-	-	-
JAL	-	-	-	-
Delta	-	-	-	-
KAL	-	-	-	-
PAL	-	-	-	-
Cape Air				
Jin Air	-	-	-	-
Jeju				
Air Busan				
T'Way Air				
AGI-Other	-	-	-	-
Unassigned	1,710	1,710	1,710	1,710
	1,710	1,710	1,710	1,710
5515				
Reservation Office				
CAL	-	-	-	-
UA	-	-	-	-
JAL	-	-	-	-
Delta	-	-	-	-
KAL	-	-	-	-
PAL	-	-	-	-
Cape Air				
Jin Air	-	-	-	-
Jeju		-		
Air Busan				
T'Way Air				
AGI-Other	-	-	-	-
Unassigned	-	-	-	-
	-	-	-	-

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

	Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
Total Airline Exclusive Space				
CAL	-	-	-	-
UA	41,951	41,951	41,951	41,951
JAL	8,519	8,519	8,519	8,248
Delta	-	-	-	-
KAL	1,519	1,513	1,513	1,513
PAL	479	479	479	479
Cape Air	-	-	-	-
Jin Air	386	386	386	386
Jeju	1,029	1,029	1,029	718
Air Busan	543	543	543	-
T'Way Air	524	524	524	524
Palau Air				
Freedom Air	-	-	-	-
PIA	-	-	-	-
Pacific Flier	-	-	-	-
ANA	-	-	-	-
EVA	-	-	-	-
Asiana	-	-	-	-
AGI-Other	3,733	3,733	3,733	3,733
Unassigned	32,187	32,187	32,187	32,769
	90,870	90,864	90,864	90,321
b Airline Joint Use Space				
Departure Facilities				
Departure Lounge	59,025	59,025	59,025	59,025
Baggage Makeup	58,390	58,390	58,390	58,390
Bus Gate	5,156	5,156	5,156	5,156
Security (includes co and nw assigne	5,399	5,399	5,399	8,763
Tour Group				-
IAC (portion POD 2, 4, corridor)	-	-	-	24,185

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

	Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
	127,970	127,970	127,970	155,519
Other				
Unenclosed Ramp Operations	7,865	7,313	7,313	7,313
Bag Service	803	-	-	-
Immigration Bypass	8,712	6,190	6,190	6,190
ATO Corridor	1,382	1,382	1,382	1,382
	18,762	14,885	14,885	14,885
Total Airline Joint Use Space	146,732	142,855	142,855	170,404
Total Airline Space	237,602	233,719	233,719	260,725
2 Arrival Facilities				
Customs Hall	19,405	19,405	9,162	9,162
Customs Offices	8,460	8,460	8,460	8,460
Baggage Handling	25,865	26,019	26,019	26,019
Baggage Claim	55,412	55,437	55,437	55,437
Future Bag Claim	17,523	17,523	17,523	17,523
Total Arrival Facilities	126,665	126,844	116,601	116,601
3 Immigration Inspection Facilities				
Immigration Hall	33,788	36,102	36,102	36,102
Immigration Offices	10,003	9,689	9,689	9,689
USDA Office	-	-	-	-
Total Immigration Insp Facilities	43,791	45,791	45,791	45,791
4 Concessions				
Food and Beverage	29,325	27,358	27,358	26,022

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

		Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
Merchandising		27,317	25,947	25,947	25,947
F & B Warehouse		6,841	4,003	4,003	4,003
Merchandise Warehouse		16,372	16,360	16,360	16,360
Car Rental		3,042	1,760	1,688	1,688
GBE		-			
Tour Group		3,354	3,931	3,931	3,931
Bank		240	165	165	165
Other		5,926	1,476	1,476	1,476
Unassigned		-	-	144	144
Foreign Exchange		334	361	289	289
Total Concession Space		92,751	81,361	81,361	80,025
5035		85,060	85,060	85,060	85,060
		500,809	487,715	477,472	503,142
		488,084	488,084	488,084	488,084
5 Unassigned Rentable Space					
Basement		1,124	943	11,187	11,187
Apron Level		11,207	16,807	16,807	16,807
Concourse		3,521	7,349	7,349	7,349
Other		5,284	-	-	-
Total Unassigned Space		21,136	25,099	35,343	35,343
TOTAL RENTABLE SPACE		521,945	512,814	512,815	538,485
<u>NON-RENTABLE SPACE</u>					
Public					
Ticketing Lobby		39,871	39,871	39,871	39,871

Area Summary (Terminal Building)
Guam International Airport Authority
Table 2

	Actual FY 2020	Act'l/Est FY 2021	Budget FY 2021	Budget FY 2022
Central Lobby	-	-	-	-
Concourse Circulation	81,178	81,178	81,178	81,178
Restrooms	17,394	17,394	17,394	17,394
Meter Lobby	5,560	5,560	5,560	5,560
Other Circulation	37,892	37,892	37,892	37,892
Arrivals Lobby	20,986	20,986	20,986	20,986
Well Wishers Lobby	6,933	6,933	6,933	6,933
Total Non-Rentable Space	209,814	209,814	209,814	209,814
TOTAL USABLE SPACE	731,759	722,628	722,629	748,299
	726,725	726,725	726,725	726,725
GIAA Space	5,034	(4,097)	(4,097)	
Support (M&E)	28,004	28,004	28,004	28,004
Administration	31,299	36,395	36,395	36,395
Total GIAA Space	59,303	64,399	64,399	64,399
TOTAL SPACE (TERMINAL BUILDING)	791,062	787,027	787,028	812,698
	786,028	786,028	786,028	811,213
Note (s):				
for calculation per sf (o&m)	640,889	631,764	631,765	657,978

ARTICLE 1

DEFINITIONS

1. **"Air Transportation"** shall mean the carriage for hire of persons, baggage, property, cargo, and mail by aircraft.
2. **"Aircraft Arrivals"** shall mean any aircraft arrivals at the Airport (including, without limitation, scheduled, charter, sightseeing, training, test, ferry, courtesy, and inspection flights, or any other flights) operated by an Air Transportation company. Aircraft Arrivals shall not include any flights by aircraft owned or operated by the U.S. Government, or any aircraft returning to the Airport as the result of an equipment failure, passenger emergency, meteorological, or other precautionary reason without first landing at another airport.
3. **"AIRLINE"** hereunder means the entity that has executed this Agreement and that is identified in the first paragraph of this Agreement. However, and notwithstanding anything to the contrary herein, for purposes of the enjoyment of the rights conferred on AIRLINE hereunder, it is agreed that any Airline Affiliate (as defined herein) of AIRLINE shall have the rights afforded AIRLINE hereunder, including the right to use the premises leased hereunder to AIRLINE, without payment of any additional charges or premiums, it being agreed that such Airline Affiliate shall be entitled to signatory rates and charges hereunder and that AIRLINE and any Airline Affiliates shall be counted as one airline for purposes of computing any shared use or joint use charges; provided, however, that AIRLINE shall be responsible for the actions (including the payment of any activity fees incurred by) any such Airline Affiliate while such Airline Affiliate operates at the Airport until AIRLINE gives the AUTHORITY ninety (90) days advance written notice that AIRLINE will no longer be responsible for the actions (or activity fees) of such Airline Affiliate, at which time such Airline Affiliate may enter into its own agreement with AUTHORITY.
4. **"Airline Affiliate"** shall mean any Air Transportation company, to the extent that such Air Transportation company (i) is a parent or subsidiary of AIRLINE, or (ii) shares flight codes or livery with AIRLINE at the Airport, or (iii) otherwise operates under AIRLINE's trade name at the Airport, provided that no major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another major airline.
5. **"Airline Employees"** shall mean airline crew, and other airline employees traveling on a non-revenue basis, but shall not include dependents of airline employees.

6. **"Airport"** shall mean the Antonio B. Won Pat International Airport, Guam, as shown on Exhibits A and B attached hereto and made a part hereof, as the same may change from time to time, together with all related facilities owned or operated or acquired by AUTHORITY, as further defined in the Bond Indenture.
7. **"Airport Cost Centers"** shall mean direct cost areas to be used in accounting for Airport revenues and expenses and for calculating and adjusting rents and fees described herein, as shown on Exhibits A and B, as more particularly described below:
 - A. **"Airfield Area"** shall mean those areas of civil cost responsibility of the Airport, as shown on Exhibits A and B, as they exist or as they may hereafter be expanded, modified, changed, or developed, that provide for the landing, takeoff, taxiing, parking (other than in the Apron Area), or other operations of aircraft. The Airfield Area includes the runways, taxiways, approach and clear zones, safety areas, infield areas, landing and navigational aids, and other facilities and land areas at the Airport required by or related to aircraft operations.
 - B. **"Apron Area"** shall mean the areas of the Airport, as shown on Exhibits A and B, as they now exist or as they may hereafter be expanded, modified, changed or developed, that are dedicated to the parking, servicing, and ground handling of aircraft.
 - C. **"Terminal Area"** shall mean the access roads, public and employee automobile parking areas, and other areas surrounding the Terminal Building as shown on Exhibits A and B, as such areas now exist or as they may hereafter be expanded, modified, changed, or developed.
 - D. **"Terminal Building"** shall mean the terminal building serving the airlines together with the associated concourses, as shown on Exhibits A and B, as such areas now exist or as they may hereafter be expanded, modified, changed, or developed.
 - E. **"Other Buildings and Areas"** shall mean those portions of the Airport not included in the preceding Airport Cost Centers, including the facilities, installations, and improvements thereon as such areas now exist or as they may hereafter be expanded, modified, changed, developed, or acquired.
8. **"Airport Purpose"** shall mean any action or undertaking by AUTHORITY reasonably relating to the operation, maintenance, expansion and development and preservation of the Airport for air commerce.

9. **"Airport Requirement"** shall mean all costs and expenses incidental to, necessary for, or arising out of the operation of the Airport, including but not limited to Operation and Maintenance Expenses, Annual Debt Service and coverage on Airport revenue bonds, repayment of loans, and the cost of defending, settling, or satisfying the results of any litigation or threatened litigation directly arising out of the operation and management of the Airport or any aspect thereof.
10. **"Airport Revenue"** shall mean Revenues as defined in the Bond Indenture.
11. **"Amortization Requirement"** shall mean the annual amount of amortization, based upon the Airport's Capital Improvements program and the Authority's calculation of the resulting annual amortization.
12. **"Annual Debt Service"** shall mean the aggregate Annual Debt Service as defined in the Bond Indenture.
13. **"Annual Budget"** shall mean the budget of AUTHORITY pertaining to the Airport for any Fiscal Year.
14. **"Apron Use Fee"** shall mean the fee charged to AIRLINE for each use by AIRLINE of the Apron Area by AIRLINE's aircraft.
15. **"Arrival Fee"** shall mean the fee charged to AIRLINE for each Arriving Passenger carried by AIRLINE.
16. **"Arrivals Facilities"** shall mean those Terminal Building facilities used for Arriving Passengers, including customs inspection, inbound baggage handling, baggage claim and certain other areas set forth on Exhibit C attached hereto and made a part hereof.
17. **"Arriving Passengers"** shall mean revenue and non-revenue passengers, excluding Airline Employees, arriving at the Airport and terminating their journeys in Guam.
18. **"Bond Funds"** shall mean those funds and accounts established by the Bond Indenture and described below in the order in which such funds and accounts are established by the Bond Indenture:
 - A. **"Revenue Fund."** All revenues derived from operation of the Airport are deposited into the Revenue Fund. All moneys shall be used and applied in the priority indicated below. The Revenue Fund is more specifically described in Section 8.02.
 - B. **"Operation and Maintenance Fund."** Amounts shall be paid out of the Operation and Maintenance Fund by AUTHORITY from time to time for necessary expenses related to the maintenance, operation, repair, and ordinary

replacement and reconstruction of the Airport. The Operation and Maintenance Fund is more specifically described in Section 8.02.

- C. **"Bond Fund."** Amounts shall be paid out of the Bond Fund by AUTHORITY from time to time for the required interest and principal due on any Airport revenue bonds outstanding and payable from Airport Revenue. The Bond Fund is more specifically described in Section 8.02.
 - D. **"Bond Reserve Fund."** Amounts shall be paid out of the Bond Reserve Fund by AUTHORITY from time to time as necessary for the interest and principal due on any Airport revenue bonds outstanding and payable from Airport Revenue to the extent that other moneys are not available within the Bond Fund. The Bond Reserve Fund is more specifically described in Section 8.02.
 - E. **"Subordinate Securities Fund."** Amounts shall be paid out of the Subordinate Securities Fund by AUTHORITY from time to time for the required interest and principal due on any loans or interfund borrowings payable from Airport Revenue that are subordinate to Airport revenue bonds. The Subordinate Securities Fund is more specifically described in Section 8.02.
 - F. **"Operation and Maintenance Reserve Fund."** Amounts shall be paid out of the Operation and Maintenance Reserve Fund by AUTHORITY from time to time for necessary expenses related to the maintenance, operation, repair, and ordinary replacement and reconstruction of the Airport to the extent that other moneys are not available in the Operation and Maintenance Fund for such purposes. The Operation and Maintenance Reserve Fund is more specifically described in Section 8.02.
 - G. **"Renewal and Replacement Fund."** Amounts shall be paid out of the Renewal and Replacement Fund by AUTHORITY from time to time as necessary for the costs of unanticipated or emergency repairs, renewals, and replacement to the Airport. The Renewal and Replacement Fund is more specifically described in Section 8.02.
 - H. **"Capital Improvement Fund."** Amounts in the Capital Improvement Fund shall be available for any lawful purpose of AUTHORITY. The Capital Improvement Fund is more specifically described in Section 8.02.
19. **"Bond Indenture"** shall mean the 2003 Indenture relating to the Guam International Airport Authority 2003 General Revenue Bonds, together with any supplemental bond indenture and any future indentures or resolutions, authorizing the issuance of Bonds, other than Special Facility Bonds, payable from Airport Revenue.

20. **"Bonds"** shall mean any bond or bonds issued in accordance with the provisions of the Bond Indenture, other authorizing legislation enacted in accordance with the provisions of the Bond Indenture, other authorizing legislation enacted by the Territory as more specifically defined in such Bond Indenture, or such other authorizing legislation enacted by the Territory.
21. **"Capital Improvement"** shall mean any single item or a series of substantially similar items having an aggregate net cost in excess of one-hundred thousand dollars (\$100,000) and a useful life in excess of five (5) years acquired, purchased, or constructed to improve, maintain, preserve, or develop the Airport.
22. **"Common Use Departure Fee"** shall mean the fee charged to Airline for each Enplaned Passenger carried by the Airline that utilizes the Common-Use Ticket Counter Space as designated in Exhibit C.
23. **"Common Use Ticket Counter Space"** shall mean the premises leased by the AUTHORITY to AIRLINE and one or more other airlines as more particularly set forth in Exhibit C.
24. **"Conditional Airline Use"** shall refer to space, designated in Section 4.02, that is initially assigned to AIRLINE as Exclusive Use Space, but that is subject to reassignment to other Signatory Airlines on the basis of actual usage that is consistently less than the average usage of comparable space at the Airport during the most recent six (6) months, as described more fully in Section 4.03.
25. **"Daily Flight Activity Report"** shall mean the daily report provided by AIRLINE to AUTHORITY, that shall include the following data in the format stated by AUTHORITY: flight number, aircraft type, seat capacity, originating daily passengers, terminating daily passengers and transit daily passengers as shown on Exhibit D attached hereto and made a part hereof.
26. **"Date of Beneficial Occupancy"** or **"DBO"** shall mean that date upon which a Capital Improvement is so substantially complete that it is usable by AIRLINE and the public without hazard or undue inconvenience, but in no event later than thirty (30) days after AUTHORITY notifies AIRLINE that the Capital Improvement has been certified by the project architect/engineer as available for public use and airline occupancy.
27. **"Departing Passengers"** shall mean revenue and non-revenue passengers, excluding Airline Employees, originating their journey in Guam.

28. **"Departure Facilities"** shall mean those Terminal Building facilities used for AIRLINE'S Enplaned Passengers including departure lounges, baggage make up, bus gate facilities, security and certain other areas as set forth in Exhibit C.
29. **"Departure Fee"** shall mean the fee charged to AIRLINE for each Departing Passenger carried by that AIRLINE.
30. **"Deplaned Passengers"** shall mean (1) Arriving Passengers, and (2) in-transit passengers arriving at and departing from the Airport on the same flight, or making a connection with another flight; and shall include revenue and non-revenue passengers, excluding Airline Employees.
31. **"Enplaned Passengers"** shall mean (1) Departing Passengers and (2) in-transit passengers arriving in and departing from the Airport on the same flight, or making a connection with another flight; and shall include revenue and non-revenue passengers, excluding Airline Employees.
32. **"Exclusive Use Space"** shall mean the premises leased by AUTHORITY to AIRLINE, as more fully set forth in Exhibit C.
33. **"Executive Manager"** shall mean the Executive Manager of AUTHORITY, designated as such by AUTHORITY.
34. **"FAA"** shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
35. **"Fiscal Year"** shall mean the twelve (12) months commencing on October 1 of any calendar year and ending on September 30 of the next succeeding calendar year or any other 12-month period established by AUTHORITY.
36. **"Immigration Inspection Facilities"** shall mean those facilities operated by US immigration authorities, including passenger inspection areas and other office and support space.
37. **"Immigration Inspection Fee"** shall mean the fee charged by AUTHORITY to AIRLINE for each Deplaned Passenger of that AIRLINE, who uses Airport Immigration Inspection Facilities.
38. **"Joint Airline Use Formula"** shall mean the formula used to prorate the specified charge according to the ratio of the number of each Signatory Airline's Enplaned Passengers at the Airport during the most recent month for which such information is available to the total number of enplaning passengers of all Signatory Airline users of a facility or area at

the Airport during the same month. The Joint Airline Use Formula may also mean such other formula as may be agreed upon by Signatory Airlines who constitute sixty percent (60%) in number and who pay more than sixty percent of the twelve (12) month period for which such data are available.

- 39. **"Joint Airline Use Space"** shall mean the premises leased by AUTHORITY to AIRLINE and one or more other airlines, as more particularly set forth in Exhibit C.
- 40. **"Landing Fee"** shall mean the fee charged to AIRLINE for each AIRLINE Aircraft Arrival made at the Airport.
- 41. **"Laws"** shall mean any judicial decision, statute, constitution, ordinance, resolution, regulation, rule administrative order, or other requirement of any territorial, federal, or other government agency or authority having jurisdiction over the parties, in effect either at the time of execution of this Agreement or at any time
- 42. **"Loading Bridge Positions"** shall mean aircraft parking positions at which the passenger loading bridges owned by AUTHORITY are available and provided to Air Transportation companies for their use.
- 43. **"Loading Bridge Use"** shall mean each Aircraft Arrival which uses a Loading Bridge Position for enplaning and/or deplaning passengers or Airline Employees, excluding use by an aircraft returning to a gate as a result of an equipment failure, passenger emergency, meteorological or other precautionary reason without first landing at another airport.
- 44. **"Loading Bridge Use Fee"** shall mean the fee charged to AIRLINE for each Loading Bridge Use.
- 45. **"Maximum Certificated Gross Takeoff Weight"** shall mean the maximum certificated weight, in one thousand (1,000) pound units, that each aircraft operated by AIRLINE is certificated by either the FAA for U.S. or non-U.S. airlines or the government of the country of origin for non-U.S. airlines, as recited in AIRLINE's flight manual governing that aircraft type. Maximum Certificated Gross Takeoff Weight shall be rounded up to nearest 1,000-pound unit for all landing fee computations. For the purposes of this Agreement, widebody aircraft are those having a Maximum Certificated Gross Takeoff Weight in excess of two hundred and forty thousand (240,000) pounds.
- 46. **"Monthly Revenue Report"** shall mean the monthly report, provided by AIRLINE to AUTHORITY, that shall include the following data in the format stated by AUTHORITY, as shown at Exhibit E attached hereto and made a part hereof:

A. Passenger Data.

i. Deplaned Passengers

- a. Arriving passengers: revenue, non-revenue and total categories displayed by domestic, international and total.
- b. Inbound in-transit passengers: revenue, non-revenue and total categories displayed by thru, connecting and total
- c. Total deplaned passengers.

ii. Enplaned Passengers

- a. Departing Passengers: revenue, non-revenue and total categories displayed by domestic, international and total.
- b. Outbound in-transit passengers: revenue, non-revenue and total categories displayed by thru, connecting and total.
- c. Total enplaned passengers.
- d. Number of Departing Passengers using the Common Use Ticket Counters.

B. Cargo/Mail Data

- i. Cargo (pounds): revenue, non-revenue and total categories displayed by deplaned, enplaned and total.
- ii. Mail (pounds): revenue, non-revenue and total categories displayed by deplaned, enplaned and total.

C. **Aircraft Operations.**

- i. Number of aircraft arrivals by aircraft type, and category of scheduled passenger, charter passenger, cargo, other and total.
- ii. Aircraft Maximum Certificated Gross Takeoff Weight and Loading Bridge Use.
- iii. For the prior month, the number, dates and times of all aircraft parked at the gate and remaining overnight.

- 47. **"Operation and Maintenance Expenses"** shall mean all reasonable and necessary current expenses of AUTHORITY, paid or accrued, for operating, maintaining, and repairing the Airport, as more specifically defined in the Bond Indenture.
- 48. **"Other Airlines"** shall mean, for purposes of allocating Loading Bridge Positions according to Section 4.03, the group of airlines operating scheduled flights at the Airport for more than one quarter of the Fiscal Year that includes, and is limited to, nonsignatory airlines operating scheduled flights at the Airport.
- 49. **"Passenger Facility Charge"** or "PFC" shall mean a charge authorized by Federal Aviation Regulations 14 CFR Part 158 and imposed by AUTHORITY on enplaned passengers (as defined in FAR 14 CFR Part 158) at the Airport, as same may be amended, modified, or supplemented from time to time.
- 50. **"Public Areas"** shall mean those Terminal Building areas not leased on an exclusive or joint use basis, or otherwise, to any person, company, or corporation and which are accessible to the general public. Such areas are shown in Exhibit C.
- 51. **"Policies and Procedures"** shall mean those policies and/or procedures promulgated by AUTHORITY from time to time, as the same may be amended, modified, or supplemented from time to time.
- 52. **"Rules and Regulations"** shall mean those rules and regulations promulgated by AUTHORITY pursuant to the Administrative Adjudication Act of Guam or operating directives issued by the Executive Manager for the orderly use of the Airport by both the airlines and other tenants and users of the Airport, including the Airport Tariff Schedule, as the same may be amended, modified, or supplemented from time to time.

53. **"Signatory Airlines"** shall mean those airlines providing Air Transportation to and from the Airport that have executed substantially similar agreements with AUTHORITY covering the use and occupancy of facilities at the Airport.
54. **"Special Facilities"** shall mean structures; hangars; aircraft overhaul, maintenance, or repair shops; heliports; hotels; storage facilities; garages; other facilities; and appurtenances, being a part of and located on the Airport, the cost of the construction or other acquisition of which Special Facilities is financed with the proceeds of Special Facilities Bonds issued pursuant to the Bond Indenture.
55. **"Terminal Building Requirement"** shall mean the total amounts summarized in Section 7.04.A, used to calculate the Terminal Building rental rate.
56. **"Total Takeoff Weight"** shall mean the sum of the Maximum Certificated Gross Takeoff Weight for all Signatory Airline Aircraft Arrivals over a stated period of time. Said sum shall be rounded up to the nearest one thousand (1,000) pound unit for all landing fee computations.
57. **"Transportation Security Administration"** or **"TSA"** Transportation Security Administration created under the Aviation and Transportation Security Act ("ATSA"), Public Law 107-71 of 2001, as amended, or any successor agency thereto.
58. **"Trustee"** shall mean the person, firm, or corporation designated by AUTHORITY to act in a fiduciary capacity with respect to the issuance of Bonds.
55. **"Usable Space"** shall mean the gross space in the Terminal Building at the Airport less mechanical and administration space, as more particularly set forth on Exhibit D.

| **Section 1.02. Cross-References.**

All references to articles, sections, and exhibits in this Agreement pertain to material in this Agreement unless specifically noted otherwise.

| **Section 1.03. Construction of Certain Words.**

Words used in this Agreement may be construed as follows:

1. Number. Words used in the singular include the plural, and words used in the plural include the singular.
2. Tense. Words used in the present tense include the future as well as the present.
3. Gender. Words used in the masculine gender include the feminine gender, and words used in the feminine gender include the masculine gender.

Source: Article 1 of Scheduled Airline Operating Agreement and Terminal Building Lease dated October 1, 2019

ARTICLE 7

ADJUSTMENT OF AIRLINE RENTS AND FEES

Section 7.01. Effective Date of Adjustments.

The Terminal Building rental rates, Departure Fee, Arrival Fee, Immigration Inspection Fee, Loading Bridge Use Fee, Apron Use Fee, and the Landing Fee rate shall be adjusted annually during the term of this Agreement as hereinafter set forth. Such adjustments shall be effective on the first day of the Fiscal Year for which they apply.

Section 7.02. AUTHORITY Records.

A. AUTHORITY has an Airport accounting system and shall maintain accounting records that document the following items for each Airport Cost Center:

1. Annual revenues.
2. Annual Operation and Maintenance Expenses, including administrative expenses.
3. Documented expenses of AUTHORITY incurred for the improvement, renovation, expansion, or enhancement of facilities in each Airport Cost Center.

B. AUTHORITY shall further maintain records evidencing the allocation of capital funds to each Airport Cost Center obtained from the proceeds of Bonds or other capital fund sources. Included in the allocation to each Airport Cost Center shall be its proportionate share of the expenses of any Bond issuance, capitalized interest, and funding of reserve funds, determined with reference to the allocation of costs funded through securities or other capital fund sources. All federal moneys received by AUTHORITY with respect to any project or improvement of the Airport shall be deposited in the appropriate fund or funds.

Section 7.03. Annual Budget.

Each year AUTHORITY shall adopt an Annual Budget for the Airport and establish Terminal Building rental rates, a Departure Fee, an Arrival Fee, an Immigration Inspection Fee, a Loading Bridge Use Fee, an Apron Use Fee and a Landing Fee rate. It is the intent of this Section 7.03 to provide a meaningful consultation process in which (1) AUTHORITY can review its Annual Budget with AIRLINE, and (2) AIRLINE will have an opportunity to comment on the Annual Budget prior to the Annual Budget being adopted by the AUTHORITY. AUTHORITY will give due consideration to AIRLINE input and comments on the Annual Budget received during the consultation process. The following is the Annual Budget review process:

- A. On or before May 1 of each Fiscal Year, AIRLINE shall submit to the Executive Manager a written estimate of the Maximum Certificated Total Gross Takeoff Weight for AIRLINE for the succeeding Fiscal Year.
- B. On or before July 1 of each Fiscal Year, AUTHORITY shall submit to AIRLINE its proposed Annual Budget for the succeeding Fiscal Year, including:
 - 1. Estimated Operation and Maintenance Expenses.
 - 2. Annual Debt Service, if any, and any fund deposits required pursuant to the Bond Indenture.
 - 3. Amortization of AUTHORITY funded assets.
 - 4. A statement of estimated revenue from all sources other than Signatory Airline Terminal Building rents, Enplanement Fees, Arrival Fees, immigration inspection Fees, Loading Bridge Use Fees, and Landing Fees for the succeeding Fiscal Year.
 - 5. A schedule of the Capital Improvements to the Airport proposed to be undertaken by AUTHORITY during the succeeding Fiscal Year.
 - 6. A preliminary calculation of the Terminal Building rental rates, Enplanement Fee, Arrival Fee, Immigration Inspection Fee, Loading Bridge Use Fee, Apron Use Fee, and the Landing Fee rate for the succeeding Fiscal Year, calculated in Accordance with Sections 7.04 through 7.10.

C. Within thirty (30) days after distribution of the report required under Section 7.03(B), the Executive Manager shall convene a meeting of the Signatory Airlines to discuss the Annual Budget.

If the Signatory Airlines request additional information concerning the Annual Budget, the Executive Manager shall convene a second meeting of the Signatory Airlines to discuss such additional information. Upon notice by the Executive Manager, the second meeting shall be held within thirty (30) days after the first meeting. At the second meeting, the Executive Manager shall respond to questions raised during the first meeting and provide the Signatory Airlines with the requested information concerning the Annual Budget. If, after the second meeting, the Signatory Airlines do not concur with said Annual Budget and so notify the Executive Manager within ten (10) days after the second meeting, the Executive Manager will at the request of the Signatory Airlines schedule a meeting between the Signatory Airlines and AUTHORITY.

If, for any reason, the Annual Budget has not been adopted as of the first day of any Fiscal Year, the rents and fees in effect during the preceding Fiscal Year shall continue in effect until the new Annual Budget has been adopted by AUTHORITY and AUTHORITY has calculated the rents and fees in accordance therewith. The new rents and fees shall then be made effective retroactive to the first day of such Fiscal Year, or upon agreement of Signatory Airlines and AUTHORITY the total amount of the uncollected rents and fees accrued since the beginning of the Fiscal Year may be combined with the rents and fees to be collected over the remainder of the Fiscal Year and the new rental rates and other charges adjusted accordingly.

The Executive Manager shall promptly furnish AIRLINE with a copy of a report containing such adopted Annual Budget together with the calculation of Terminal Building rental rates, the Enplanement Fee, the Arrival Fee, the Immigration Inspection Fee, the Loading Bridge Use Fee, the Apron Use Fee, and the Landing Fee rate that shall be effective from and after the beginning of the Fiscal Year for which the Annual Budget is adopted.

D. AUTHORITY retains the responsibility and expressly reserves the right to make all final decisions with respect to the Annual Budget, and any subsequent amendment thereof. Such decisions shall be consistent with and pursuant to the terms and conditions of this Agreement including Article 5 hereof.

Section 7.04. Calculation of Terminal Building Rental Rates.

Terminal Building rental rates shall be adjusted annually in the following manner. Whenever the adjustment calculation involves an estimate or allocation, the estimate or allocation of the Executive Manager shall be used. Such estimate or allocation shall be made in accordance with and pursuant to, and be consistent with, the terms of this Agreement.

A. Each year the Executive Manager shall calculate the Terminal Building Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in AUTHORITY's Annual Budget:

1. The total of direct and allocated indirect estimated operation and Maintenance Expenses allocated to the Terminal Building
2. An amount 1.25 times the pro rata portion of Airport Annual Debt Service, if any, allocated to the Terminal Building, or such other amount as may be required by the Bond Indenture.
3. The pro rata portion of the annual requirement of any subordinate security or other loans allocated to the Terminal Building.
4. The pro rata portion of the estimated amount, if any, for other deposits required by the Bond Indenture or this Agreement and allocated to the Terminal Building.
5. The total amount or the pro rata portion of the annual amortization allocated to the Terminal Building of any Capital Improvements placed in service by AUTHORITY prior to or after the date of this Agreement and prior to the beginning of the Fiscal Year for which the rates and fees are being determined, which have been financed by AUTHORITY from its own resources. Such annual amortization is to be calculated and based on; the economic life for each capital item determined by AUTHORITY in accordance with generally accepted accounting principles at an interest rate equal to the average interest rate on outstanding AUTHORITY Bonds for the preceding calendar year or at such other rate as to which the Signatory Airlines and AUTHORITY may agree. In performing the calculations under this Section 7.04(A), no amortization charges shall be included on capital expenditures that have been financed with grants-in-aid or the proceeds of AUTHORITY Bonds or other securities, the debt service for which has been included elsewhere in this Section 7.04(A).
6. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by AUTHORITY relating directly to the Airport or its operation and allocated to the Terminal Building.

7. Any estimated deficit or credit for the operation of the Terminal Building during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.
8. A credit equal to the allocated portion of the balance in the Other Available Moneys Coverage Subaccount.

B. The Terminal Building rental rate shall then be calculated by dividing the Net Terminal Building Requirement computed pursuant to Section 7.04(A) by the Usable Space.

This Terminal Building rental rate (as calculated above) shall be multiplied by the total square footage of Exclusive Use and Joint Airline Use Space (excluding Departure Facilities, Arrival Facilities and Immigration Inspection Facilities, the cost of which shall be recovered through the Enplanement Fee, Arrival Fee and Immigration Inspection Fee) leased by all airlines to determine the annual portion of the Terminal Building Requirement to be recovered through airline Terminal Building space rentals.

Section 7.05. Calculation of Enplanement Fee.

Enplanement Fees shall be adjusted annually in the following manner. Whenever the adjustment calculation involves an estimate or allocation, the estimate or allocation of the Executive Manager shall be used. Such estimate or allocation shall be made in accordance with and pursuant to, and be consistent with, the terms of this Agreement.

A. Each year the Executive Manager shall calculate the Enplanement Fee requirement for the succeeding Fiscal Year by multiplying the total square footage of the Departure Facilities (as set forth in Exhibit C) by the average annual Terminal Building rental rate calculated in Section 7.04 above.

B. The Enplanement Fee is calculated by dividing the Enplanement Fee requirement by the estimated number of Signatory Airline Enplaned Passengers at the Airport for the succeeding Fiscal Year as projected by the Executive Manager. The Executive Manager will give consideration to estimates of numbers of passengers provided by the Signatory Airlines. The Enplanement Fee is payable monthly in accordance with Sections 6.03 and 6.09 hereof.

Section 7.06. Calculation of Arrival Fee.

Arrival Fees shall be adjusted annually in the following manner. Whenever the adjustment calculation involves an estimate or allocation, the estimate or allocation of the Executive Manager shall be used. Such estimate or allocation shall be made in accordance with and pursuant to, and be consistent with, the terms of this Agreement.

A. Each year the Executive Manager shall calculate the Arrival Fee requirement for the succeeding Fiscal Year by multiplying the total square footage of the Arrivals Facilities (as set forth in Exhibit C) by the average annual Terminal Building rental rate calculated in Section 7.04 above.

B. The Arrival Fee is calculated by dividing the Arrival Fee requirement by the estimated number of Signatory Airline Arriving Passengers at the Airport for the succeeding Fiscal Year as projected by the Executive Manager. The Executive Manager will give consideration to estimates of numbers of passengers provided by the Signatory Airlines. The Arrival Fee is payable monthly in accordance with Sections 6.04 and 6.09 hereof.

Section 7.07. Calculation of Immigration Inspection Fee.

The Immigration Inspection Fee shall be adjusted annually in the following manner. Whenever the adjustment calculation involves an estimate or allocation, the estimate or allocation of the Executive Manager shall be used. Such estimate or allocation shall be made in accordance with and pursuant to, and be consistent with, the terms of this Agreement.

A. Each year, the Executive Manager shall calculate the Immigration Inspection Fee requirement for the succeeding Fiscal Year by multiplying the total square footage of the Immigration Inspection Facilities (as set forth in Exhibit C) by the average annual Terminal Building rental rate calculated in Section 7.04 above.

B. The Immigration Inspection Fee is calculated by dividing the Immigration Inspection Fee requirement by the estimated number of Signatory Airline international Deplaned Passengers at the Airport for the succeeding Fiscal Year as projected by the Executive Manager. The Executive Manager will give consideration to estimates of numbers of passengers provided by the Signatory Airlines. The Immigration Inspection Fee Requirement is payable monthly in accordance with Sections 6.05 and 6.09 hereof.

Section 7.08. Calculation of Loading Bridge Use Fee.

Loading Bridge Use Fees shall be adjusted annually in the following manner. Whenever the adjustment calculation involves an estimate or allocation, the estimate or allocation of the Executive Manager shall be used. Such estimate or allocation shall be made in accordance with and pursuant to, and be consistent with, the terms of this Agreement.

A. Each year the Executive Manager shall calculate the Loading Bridge Use Fee requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in AUTHORITY's Annual Budget:

1. The total of direct estimated Operation and Maintenance Expenses allocated to the Loading Bridges.
2. An amount 1.25 times the pro rata portion of Airport Annual Debt Service, if any, allocated to the Loading Bridges, or such other amount as may be required by the Bond Indenture.
3. The pro rata portion of the annual requirement of any subordinate security or other loans allocated to the Loading Bridges.
4. The pro rata portion of the estimated amount, if any, for other deposits required by the Bond Indenture or this Agreement and allocated to the Loading Bridges.
5. The total amount or the pro rata portion of the annual amortization allocated to the Loading Bridges, of any Capital Improvements placed in service by AUTHORITY prior to or after the date of this Agreement and prior to the beginning of the Fiscal Year for which the rates and charges are being determined, which have been financed by AUTHORITY from its own resources. Such annual amortization is to be calculated and based on the economic life for each capital item determined by AUTHORITY in accordance with generally accepted accounting principles at an interest rate equal to the average interest rate outstanding at an interest rate on outstanding AUTHORITY Bonds for the preceeding calendar year or at such other rate as to which the Signatory Airlines and AUTHORITY may agree. In performing the calculations under this Section 7.08 (A), no amortization charges shall be included on capital expenditures that have been financed with grants-in-aid or the proceeds of AUTHORITY Bonds or other securities, the debt service for which has been included elsewhere in this Section 7.08 (A).

6. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by AUTHORITY relating directly to the Airport or its operation and allocated to the Loading Bridges.

B. The Loading Bridge Use Fee is calculated by dividing the Loading Bridge Use Fee requirement by the estimated number of Signatory Airline Loading Bridge Uses for the succeeding Fiscal Year as projected by the Executive Manager. The Loading Bridge Use Fee is payable monthly in accordance with Sections 6.05 and 6.09 hereof.

Section 7.09. Calculation of Apron Use Fee.

The Apron Use Fee shall be adjusted annually in the following manner. Whenever the adjustment calculation involves an estimate or allocation, the estimate or allocation of the Executive Manager shall be used. Such estimate or allocation shall be consistent with and pursuant to the terms and conditions of this Agreement.

A. Each year the Executive Manager shall calculate the Apron Area requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in AUTHORITY's Annual Budget:

1. The total of direct and allocated indirect estimated Operation and Maintenance Expenses allocated to the Apron Area.
2. An amount 1.25 times the pro rata portion of Airport Annual Debt Service, if any, allocated to the Apron Area, or such other amount as may be required by the Bond Indenture.
3. The pro rata portion of the annual requirement of any subordinate security or other loans of AUTHORITY allocated to the Apron Area.
4. The pro rata portion of the estimated amount, if any, for other deposits required by the Bond Indenture or this Agreement and allocated to the Apron Area.
5. The total amount or the pro rata portion of the annual amortization allocated to the Apron Area of any Capital Improvements placed in service by AUTHORITY prior to or after the date of this Agreement and prior to the beginning of the Fiscal Year for which the rates and charges are being determined, which have been financed by

AUTHORITY from its own resources. Such annual amortization is to be calculated and based on the economic life for each capital item determined by AUTHORITY in accordance with generally accepted accounting principles at an interest rate equal to the average interest rate on outstanding AUTHORITY Bonds for the preceding calendar year or at such other rate as to which the parties may agree. In performing the calculations under this Section 7.09 (A), no amortization charges shall be included on capital expenditures that have been financed with grants-in-aid or the proceeds of AUTHORITY Bonds or other securities, the debt service for which has been included elsewhere in this Section 7.09(A).

6. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by AUTHORITY relating directly to the Airport or its operation and allocated to the Apron Area.
7. Any estimated deficit or credit for operation of the Apron Area during the then-current Fiscal Year or any adjustment carried over from the preceding Fiscal Years to reflect any difference between actual versus estimated expenses.

B. The Apron Use Fee is calculated by dividing the Apron Area requirement by the estimate of the Total Takeoff Weight of all Signatory Airline Aircraft Arrivals at the Airport for the succeeding Fiscal Year as projected by the Executive Manager based in part on the estimates provided by the Signatory Airlines. The Apron Use Fee is payable monthly in accordance with Sections 6.07 and 6.09 hereof.

Section 7.10. Calculation of Landing Fee Rate

The Landing Fee rate shall be adjusted annually in the following manner. Whenever the adjustment calculation involves an estimate, the estimate of the Executive Manager shall be used.

A. During the term of this Agreement, the Landing Fee rate shall be not less than zero cents (\$0.00) per one-thousand (1,000) pounds of Maximum Certificated Gross Takeoff Weight.

B. Each year, the Executive Manager shall calculate the Airport Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in AUTHORITY's Annual Budget:

1. The total of the direct and indirect estimated Operation and Maintenance Expenses of AUTHORITY.
2. An amount 1.25 times Airport Annual Debt Service, or such other amount as may be required by the Bond Indenture.
3. The estimated amount of the annual requirement of any subordinate security or other loans pertaining to the Airport.
4. The estimated amount, if any, for other deposits required by the Bond Indenture or this Agreement.
5. The annual amortization allocated to the Terminal Building, Apron Area, Airfield Area, and Loading Bridges of the total amount of any Capital Improvements placed in service by AUTHORITY prior to or after the effective date of this Agreement and prior to the beginning of the Fiscal Year for which rates and charges are being determined, which have been financed by AUTHORITY from its own resources. Such annual amortization is to be computed based on the economic life for each capital item determined by AUTHORITY in accordance with generally accepted accounting principles at an interest rate equal to the average interest rate on outstanding AUTHORITY Bonds for the preceding calendar year or at such other rate as to which the Signatory Airlines and AUTHORITY may agree. In performing the calculations under this Section 7.10(B), interest only will be charged for land acquisition, and no amortization charges shall be included on capital expenditures that have been financed with grants-in-aid or the proceeds of AUTHORITY Bonds or other securities, the debt service for which has been included elsewhere in this Section 7.10(B).
6. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by AUTHORITY relating directly to the Airport or its operation.

C. The Landing Fee requirement for the succeeding Fiscal Year shall be calculated by subtracting the following Landing Fee credits from the Landing Fee requirement calculated pursuant to Section 7.10(B).

1. The revenue estimated to be derived by AUTHORITY in the succeeding Fiscal Year from Airport concessions, rents, fees, and charges from other than Signatory Airlines, service fees (excluding Passenger Facility Charges and FAA grants-in-aid), and use fees.

2. The unrestricted investment income estimated to be earned by AUTHORITY in the succeeding Fiscal Year from all funds and accounts except the Construction Fund and the Capital Improvement Fund.
3. The total of all Terminal Building rents, Arrival Fees, Immigration Inspection Fees, Loading Bridge Use Fees, and Apron Use Fees estimated to be paid by the Signatory Airlines during the succeeding Fiscal Year.

D. The Landing Fee rate for the succeeding Fiscal Year shall be calculated by dividing the Landing Fee requirement computed pursuant to Section 7.10(C) by the composite estimate of the total Maximum Gross Certificated Takeoff Weight of all Signatory Airline Aircraft Arrivals at the Airport for the succeeding Fiscal Year as projected by the Executive Manager based in part on the estimates provided by the Signatory Airlines pursuant to Section 7.03(A).

Section 7.11 Special Increases in Landing Fee Rate

If the total Landing Fee requirement during any Fiscal Year is reasonably expected to vary by more than ten percent (10%) from the projected total Landing Fees requirement for such Fiscal Year, the Landing Fee rate may, if deemed necessary by the Executive Manager after consultation with the Signatory Airlines, which consultation may be by telephone, be revised (increased or decreased) resulting in an adjusted Landing Fee effective April 1 of such Fiscal Year for the balance of such Fiscal Year by an amount equal to the difference between projected and revised total Landing Fee requirement divided by the estimated Total Takeoff Weight of all Signatory Airlines during the balance of such Fiscal Year. Such revision would occur no more than once in any Fiscal Year.

Section 7.12. Extraordinary Adjustments of Rents and Fees

Notwithstanding any other provisions hereof, if, at any time during any Fiscal Year hereof, the revenues of the Airport are not sufficient to pay, when due, all items included in the reports by AUTHORITY prepared pursuant to this Article 7, or to pay any reasonable obligation or expense or cost incidental or necessary to, or arising out of, the operation of the Airport, including, without limitation, emergency repairs or expenses, the reasonably necessary cost of defending, settling, or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof, or to compensate for the loss of revenue by reason of any labor dispute, AUTHORITY may, upon notice to and consultation with the Signatory Airlines, adjust (pursuant to Sections 7.04 through 7.10) Terminal Building rents, Enplanement Fees, Arrival Fees, Immigration Inspection Fees, Loading Bridge Use Fees,

Apron Use Fees, and the Landing Fee rate to such amounts as are sufficient to assure AUTHORITY that all such items, expenses, and costs shall be paid in full, solely from revenues of the Airport, provided AUTHORITY has used its commercially reasonable best efforts to reduce its operating costs and budget for the then-current Fiscal Year before adjusting such rents and fees.

Section 7.13. Calculation of Common Use Departure Fees

Common Use Departure Fees shall be adjusted annually in the following manner. Whenever the adjustment calculation involves an estimate or allocation, the estimate or allocation of the Executive Manager shall be used. Such estimate or allocation shall be made in accordance with and pursuant to, and be consistent with, the terms of this Agreement.

A. Common Use Departure Fee Requirement. Each year the Executive Manager shall calculate the Common Use Departure Fee Requirement for the succeeding Fiscal Year by multiplying the total square footage of the Common Use Ticket Counter Space (as set forth in Exhibit C) by the average annual Terminal Building rental rate calculated in Section 7.04.

B. Common Use Departure Fee. The Common Use Departure Fee is calculated by dividing the Common Use Departure Fee requirement by the estimated number of Total Signatory Airline Departing Passengers at the Airport for the succeeding Fiscal Year as projected by the Executive Manager that utilize the Common Use Ticket Counter Space. The Executive Manager will give consideration to estimates of numbers of passengers provided by the Signatory Airlines. The Common Use Departure Fee is payable monthly in accordance with Sections 6.03 and 6.09 hereof.

Source: Article 7 of Scheduled Airline Operating Agreement and Terminal Building Lease dated October 1, 2019



ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS

EXECUTIVE SUMMARY

REQUEST FOR PROPOSALS NO. RFP-005-FY21,
MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS

August 26, 2021

Purpose

Board action is requested to approve the ranking results for Request for Proposals No. RFP-005-FY21, for Management & Infrastructure Support Services for Baggage Conveyance Systems.

Background

The referenced Request for Proposals (“RFP”) solicited proposals from qualified firms and/or individuals to provide professional management and infrastructure support services to **GIAA's** baggage conveyance systems.

Offerors were required to have a minimum amount of experience in the management of inbound and outbound baggage conveyor systems, having no less than five (5) years experience specifically in the management, integration, and technical support services of the baggage handling systems at GIAA and/or comparable U.S. airport facilities.

Procurement Background

The RFP was advertised in the local newspapers on July 20, 27 and August 4 and 11, 2021. The established deadline to submit the proposals was August 18, 2021, 4 p.m.

A total of seventeen (17) firms showed their interest by obtaining the RFP package and two (2) firms responded by submitting their proposal before the submission deadline.

Proposal Analysis and Evaluation

The Evaluation Committee approved by me completed their evaluations of the proposals based on the evaluation criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office and the evaluation results in the order of ranking are as follows:

1. Offeror A
2. Offeror B

The proposals were reviewed to determine responsibility and responsiveness, that is, whether or not the offerors submitted all the documents required by the RFP. The proposals were determined

to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Laws & Regulations, subject to the following:

Offeror A:

Offeror A submitted all required documents set forth in the RFP.

Based on the tabulation of the evaluation ranking, Offeror A is ranked as the best qualified, responsive firm to perform the required services in accordance with the criteria set forth in the **RFP**. **Also, upon further analysis of the offeror's** required submitted documents, Offeror A has been deemed to have met the standards of responsibility outlined in the Guam Procurement Law & Regulations.

Offeror B:

Offeror B submitted all required documents set forth in the RFP.

Legal Review

Upon Board approval, a contract will be forwarded to Legal Counsel for review and approval as to form. The term of the contract to be awarded is for a period of three (3) years with two (2) one (1)-year options subject to the availability of funding.

Financial Review

The *Management & Infrastructure Support Services to GIAA's Baggage Conveyance Systems* contract will be funded under the **Properties & Facilities Division's O&M Budget**.

Recommendation

I recommend the Board to approve the ranking results and the contract award to Offeror A for the *Management & Infrastructure Support Services to GIAA's Baggage Conveyance Systems* contract, subject to negotiation of fair and reasonable fees to be submitted by the offeror at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the highest ranked offeror, the Executive Manager or his designee, may enter negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations.

Email: official@guamairport.net

August 20 2021

MEMORANDUM

**TO: JOHN M. QUINATA
EXECUTIVE MANAGER**

FROM: SUPPLY MANAGEMENT ADMINISTRATOR

**SUBJECT: EVALUATION AND RECOMMENDATION - REQUEST FOR PROPOSALS (RFP)
MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS, RFP No. RFP-005-FY21**

The referenced Request for Proposals ("RFP") solicits proposals from qualified firms and/or individuals to provide professional management and infrastructure support services to the Antonio B. Won Pat International Airport Authority, Guam's ("GIAA") baggage conveyance systems.

The RFP was advertised in the local newspapers on July 20 and 27 and August 4 and 11, 2021. The deadline to submit proposals was established for August 18, 2021, 4 p.m.

A total of seventeen (17) firms and/or individuals downloaded the RFP package and two (2) firms submitted a proposal before the submission deadline.

Proposal Review for Responsibility and Responsiveness

The proposals were reviewed to determine responsibility and responsiveness, that is, whether or not the offerors submitted all the documents required by the RFP. The proposals were determined to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Laws & Regulations, subject to the following:

Offeror A:

Offeror A submitted all required documents set forth in the RFP.

Offeror B:

Offeror B submitted all required documents set forth in the RFP.

Evaluation and Selection

Pursuant to Section 8: Selection of Best Qualified Offeror and Proposal of *Basic Information* of the RFP documents, after receipt of all proposals, the GIAA Evaluation Committee established by the Executive Manager shall conduct an independent evaluation of the proposals based on the evaluation criteria set forth in the RFP for the purpose of determining if the offerors have met the standards of responsiveness and responsibility as outlined in the Guam Procurement Law & Regulations.

The evaluation committee established by management was comprised of the following individuals:

1. Juan S.A. Reyes, Jr., Air Terminal Manager
2. Victor J. Cruz, Engineer Supervisor
3. Kenneth F. McDonald, Properties & Facilities Superintendent
4. Elpidio C. Antenor, Engineer III
5. Emily C. Tongson, Engineer I

The committee completed their evaluations of the proposals based on the evaluation criteria set forth in the RFP. The scores were tabulated as reflected on the attached summary worksheet. As a result of our tabulation, the firms selected in the order of their ranking are as follows:

1. **Offeror A**
2. **Offeror B**

Attached for your reference is the summary of the committee's evaluation scores based on the evaluation criteria set forth in the RFP.

Recommendation

Offeror A is deemed to have met the standards of responsiveness and responsibility as outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to **Offeror A** for *Management & Infrastructure Support Services to GIAA's Baggage Conveyance Systems* subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period of three (3) years with two (2) one (1)-year options subject to the availability of funding.

Should you have any questions or would like to discuss this matter further, I am available at your request.



HENRY M. CRUZ

APPROVED:


JOHN M. QUINATA
EXECUTIVE MANAGER

Attachments:

cc: Evaluation Committee / Procurement File





Antonio B. Won Pat International Airport Authority, Guam **Evaluation Score Tally Sheet**

RFP NO. RFP-005-FY21

MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS

OFFEROR DESIGNATION	Evaluator 1		Evaluator 2		Evaluator 3		Evaluator 4		Evaluator 5		Final Ranking
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	
OFFEROR A	90	1	88	1	100	1	97	1	89	1	1
OFFEROR B	85	2	87	2	95	2	89	2	82	2	2

Evaluator:
No. 1: Juan S.A. Reyes, Jr., Air Terminal Manager
No. 2: Victor Cruz, Engineering Supervisor
No. 3: Kenneth F. McDonald, Properties & Facilities Superintendent
No. 4: Elpidio C. Antenor, Engineer III
No. 5: Emily C. Tongson, Engineer I

	P.O. Box 8770 Tamuning, GU 96931 Tel (671) 646-0300 Fax (671) 646-8823 www.guamairport.com	
	<h1 style="text-align: center;">WORK ORDER</h1>	

TO: KHLG & ASSOCIATES, INC. 137 Murray Blvd., Suite 203 Hagatna, GU 96910	TODAY'S DATE: Aug. 20, 2021	WORK ORDER NO. <div style="border: 1px solid black; width: 100px; height: 30px; text-align: center; margin: 5px auto;">06</div>	PAGE 1 of 2 <small>(Attach Scope of Work, if necessary)</small>
AMOUNT \$522,721.49 EFFECTIVE DATE OF WORK ORDER: September 1, 2021 COMPLETION DATE: February 15, 2022	CONTRACT TITLE/NO.: Construction Management Services for GIAA Aircraft Rescue & Fire Fighting (ARFF) Facility Construction Phase 2: Project No. GIAA-FY15-04-5		
SUBJECT: KHLG ARFF Construction Management Services Contract Extension			
SCOPE OF WORK (SOW): <i>(If SOW requires additional space, please identify number of pages attached on the top right corner of form.)</i> See attached Cost Proposal			
1. Work Order is issued pursuant to the cited Contract Title/No. stated above. 2. Performance shall be pursuant to terms of the Agreement, incorporated herein by reference. 3. Payment shall be made in accordance with the payment terms of the Agreement, after submission of an invoice and GIAA's acceptance of services as satisfactory.			
ACCEPTED BY: <div style="text-align: center;">FIRM/COMPANY NAME</div> <div style="text-align: center;">KHLG & ASSOCIATES, INC.</div> <hr/> By: Kent C. Hsieh, P.E. <small>Principal(Print)</small> Signature: _____ Date: _____		AUTHORIZED BY: By: _____ <div style="text-align: center;">John M. Quinata Executive Manager</div> Date: _____ Certified Funds Available: By: _____ <div style="text-align: center;">JOHN A. RIOS Certifying Officer</div> Date: _____	
GIAA INTERNAL USE ONLY			
DIVISION: Account #: _____ ACCOUNTING: Obligation of funds: _____ Date: _____ <small>(Print Name/Initial)</small> Authorized by: _____ Date: _____ <small>(Print Name/Initial)</small>		PROCUREMENT: Supply Management Administrator, <i>Acting</i> Print/Sign Name: _____ Initial: _____ Date: _____	

Project Name: **ARFF FACILITY CONSTRUCTION - PHASE 2**
 Consultant Name: **KHLG & ASSOCIATES, INC.**
 Time and Material - ARFF Work Order No. 6 Cost Proposal (09/01/2021 - 02/15/2022)

Task Description		Principal / KHLG RME	Construction Manager	Document Control Specialist	Remediation Specialist	Resident Engineer / Construction Inspector	Construction Inspector						Amount	
Directed Labor per Rate Schedule >>>>		\$125.00	\$56.00	\$24.00	\$36.00	\$44.00	\$36.00							
A	PRE-CONSTRUCTION ACTIVITIES													
1	Pre-Construction Services (2 Weeks)												\$0.00	
Total Hours														
Sub-Total Preconstruction Activities													\$0.00	
B	CONSTRUCTION PHASE 2 (24 Weeks)													
1	Project Controls & Support	96	960	960		960	960						\$165,600.00	
C	POST CONSTRUCTION SERVICES (8 weeks)													
1	Project Close Out	0	0	0		0							\$0.00	
Total Hours		96	960	960		960	960							
Sub-Total Construction Activities													\$165,600.00	
Total Direct Labor													\$165,600.00	
Approved Overhead Rate													1.651	\$273,405.60
Sub-Total Labor + Overhead														\$439,005.60
Profit													10%	\$43,900.56
Total Labor														\$482,906.16
D	OTHER DIRECT COSTS (ODC) - Allowance							Units	Rate		Amount			
Inspector vehicle includes monthly lease rate, fuel, insurance, maintenance (2 vehicles)								12	\$	850.00	\$	10,200.00		
Blue Beam Revue								0	\$	400.00	\$	-		
SIDA Badges, Parking Decals, other security documentation								4	\$	300.00	\$	1,200.00		
2 x Laptops (Outright purchase; GIAA property after project completion)								0	\$	1,500.00	\$	-		
4 x Cell/Radio Phones including monthly airway charges								24	\$	95.00	\$	2,280.00		
PROCORE (Renewal)								0	\$	15,000.00	\$	-		
Job Site Visitor Photography Web Hosting								0	\$	2,000.00	\$	-		
Sub-total Other Direct Costs													\$13,680.00	
Total Other Direct Costs Allowance													\$ 13,680.00	
Total Labor + ODC													\$496,586.16	
Guam GRT 5.263%													\$26,135.33	
Prime Consultant SubTotal													\$522,721.49	
Subconsultant SubTotal													\$0.00	
Grand Total													\$522,721.49	

WORK ORDER

TO: E&A Engineers P.O. Box 11649 Tamuning, Guam 96931	TODAY'S DATE 8/18/2021	WORK ORDER NO. E&A 2014-21	PAGE of <small>(Attach Scope of Work (necessary))</small>
AMOUNT: \$419,276.72 EFFECTIVE DATE OF WORK ORDER: COMPLETION DATE:	CONTRACT TITLE/NO. Agreement No. GIAA-14-005(D)		
SUBJECT: Post Construction Award Services (PCAS), Terminal Building Structural Upgrade and Concourse Isolation, Project No. GIAA-FY14-01-1, Sept 1, 2021 to December 31, 2021.			
SCOPE OF WORK (SOW): <i>(If SOW requires additional space, please identify number of pages attached on the top right corner of form.)</i> Deleted from Original Scope of Work: 1. Starting Sept 2021 to Dec 2021, PCAS Consultants will only perform Pre-final inspection. Items 13 and item 15 from the attached original Scope of Work will be deleted from this work order.			
1. Work Order is issued pursuant to the cited Contract Title/No. stated above. 2. Performance shall be pursuant to terms of the Agreement, incorporated herein by reference. 3. Payment shall be made in accordance with the payment terms of the Agreement, after submission of an invoice and GIAA's acceptance of services as satisfactory.			
ACCEPTED BY: FIRM/COMPANY NAME E&A Engineers	AUTHORIZED BY: By: JOHN QUINATA Executive Manager		
By: Carlito P. Acabado	Date:		
Principal (Print)	Certified Funds Available: By:		
Signature:	JOHN A. RIOS Certifying Officer		
Date: 08/18/2021	Date:		
GIAA INTERNAL USE ONLY			
DIVISION: Account #	PROCUREMENT:		
ACCOUNTING: Obligation of funds: Date:	Supply Management Administrator Print/Sign Name:		
(Print Name/Initial) Authorized by: Date:	Initial: Date:		
(Print Name/Initial)			

ADM210-14-002 Revised 2/09/2016



E&A ENGINEERS
P.O. BOX 11649, TAMUNING, GUAM 96931
180 East Marine Corps Drive
FIC Bldg. Unit 6
Dededo, Guam 96929

PROJECT NC Post Construction Award Services (PCAS)
Terminal Building Structural Upgrade and Concourse
Isolation, Project No.: GIAA-FY14-01-1 (4 months)
Sept 1, 2021 to Dec 31, 2021

ITEM	DESCRIPTION	HOURS	RATE	COST
0001A	Principal (RFI and Structural Red Line Review)	36hrs/mo x 4 mos.	144 \$ 247.79	\$ 35,681.76
0001B	Project Engineer (RFI and Submittal Reviews/Goto Meeting/Coordination Meeting)	160hrs/mo x 4 mos.	640 \$ 114.63	\$ 73,363.20
0001C	Architect (RFI and Submittal Reviews)	88 hrs/mo x 4 mos.	352 \$ 170.00	\$ 59,840.00
0001D	Architect - CADD Technician (Red Line Drawings)	132 hrs/mo x 4 mos.	528 \$ 77.71	\$ 41,030.88
0001E	Civil (Meeting)	-	\$ 86.84	\$ -
0001G	Structural (RFI and Submittal Reviews/GotoMeeting)	64 hrs/mo x 4 mos	256 \$ 251.40	\$ 64,358.40
0001H	Structural - CADD Technician	-	\$ 77.71	\$ -
0001I	Mechanical - Air-Conditioning and Ventilation (RFI and Submittal Reviews)	31 hrs/mo x 4 mos	124 \$ 149.84	\$ 18,580.16
0001J	Mechanical - CADD Technician	-	\$ 77.71	\$ -
0001K	Plumbing and Fire Protection (RFI and Submittal Review)	35 hrs/mo x 4 mos	140 \$ 149.84	\$ 20,977.60
0001L	Plumbing and Fire Protection - CADD Technician	-	\$ 77.71	\$ -
0001M	Electrical (RFI and Submittal Review)	35 hrs/mo x 4 mos.	140 \$ 179.47	\$ 25,125.80
0001N	Electrical - CADD Technician	-	\$ 77.71	\$ -
0001O	Cost Engineer/Estimator	-	\$ 114.63	\$ -
0001P	Specification Writer	-	\$ 86.84	\$ -
0001Q	Administrative Assistance	60 hrs/mo x 4 mos	240 \$ 88.26	\$ 21,182.40
SUBTOTAL ITEM 0001				360,140.20

0002	SITE SURVEILLANCE/FIELD SUPPORT	HOURS	RATE	COST
0002A	E&A Engineers (Prime)	28 hrs/mo x 4 mos	112 \$ 247.79	\$ 27,752.48
0002B	Architect	28 hrs/mo x 4 mos	- \$ 170.00	\$ -
0002C	Civil Engineer	30 hrs/mo x 4 mos	120 \$ 86.84	\$ 10,420.80
0002D	Structural Engineer	-	\$ 251.40	\$ -
0002E	Mechanical - Air-Conditioning and Ventilation	16 hrs/mo x 4 mos	- \$ 149.84	\$ -
0002G	Plumbing and Fire Protection	16 hrs/mo x 4 mos	- \$ 149.84	\$ -
0002F	Electrical Engineer	16 hrs/mo x 4 mos	- \$ 179.47	\$ -
0002H	Landscape Architect	-	-	\$ -
SUBTOTAL ITEM 0002				\$ 38,173.28

0003	REPRODUCTION COSTS	UNITS	SIZE	UNIT PRICE	NO. OF UNITS	COST
0003A	Blue-line Print	Each	30' x 42"	2.00	-	\$ -
0003B	Blue-line Print	Each	11" x 17"	0.50	-	\$ -
0003C	Specifications	Each	8.5" x 11"	0.10	-	\$ -
0003D	Cost Estimate	Each	8.5" x 11"	0.10	-	\$ -
0003E	Design Analysis	Each	8.5" x 11"	0.10	-	\$ -
0003F	Reports	Each	8.5" x 11"	0.10	-	\$ -
0003G	Mylar	Each	30" x 42"	10.00	-	\$ -
0003H	CD-ROM	Each	700 MB	2.00	-	\$ -
0003J	Diskette	Each	1.44MB	1.00	-	\$ -
SUBTOTAL ITEM 0003						\$ -

TOTAL COST (ITEM 0001+ITEM 0002+ITEM 0003+ITEM 0004)	\$ 398,313.48
GRT (ITEMS 0001+ITEM 0002 MULTIPLIED BY 5.263%)	\$ 20,963.24
TOTAL BASIC DESIGN SERVICES FEE	419,276.72

Signed:

CARLITO P. ACABADO, P.E.
Principal

Date:

19-Aug-21

A/E Services for Terminal Building Structural Upgrade and Concourse Isolation Design; PCAS (Post Construction Award Services)

ORIGINAL SCOPE OF WORK – FOUR MONTHS CONSTRUCTION PERIOD

Sept 1, 2021 to Dec 31, 2021

1. Acceptance Testing of Critical Systems: Assist the GIAA/CM with the acceptance/approval of critical system test results for both the Concourse Isolation and the Structural retrofit from the Construction Contractor. Fee shall be time and materials.
2. Office Consultation and Submittal Review: All consultation related to the review, research, coordination and documentation and shall commence be charged for effort following the award of the contract for construction.
3. Field Consultation During Construction (FCDC): Site visits during construction for the purposes of observations or consultation and report.
4. Provide construction administrative services to include contractor's submittal reviews and approval for materials and shop drawings.
5. Work with Contractor to provide operational and maintenance support information (OMSI) for fire protection systems.
6. Review record drawings based on Contractor's redline mark-ups. PCAS will assist CM to get drawings up to date.
7. Conduct pre-final and final inspection for plumbing, fire sprinkler, and fire alarm system. Product data and Submittal Review (per submittal items identified in the design specifications and drawings).
8. Product data and Submittal Review (per submittal items identified in the design specifications and drawings).
9. Review Contractor's Value Engineering proposals and change orders.
10. Witness testing of critical equipment.
11. Response to design related RFIs.
12. Assist CM and perform field consultation for construction related RFIs
- ~~13. Conduct Punchlist Inspections~~
14. Conduct Pre-Final Inspections
- ~~15. Conduct Final Inspections~~
16. Attend pre-construction and regular construction meetings
17. Review manufacturer's equipment and product data submittals
18. Review installation shop drawings
19. Review Test Reports and Close-out documents (As-built drawings, O&M Manuals).
20. Additional Work and Consultation: Services beyond the work groups shown above shall be provided on an hourly basis at the rates shown below for the duration of the Construction period. Change orders, value engineering and other consultation services not shown above shall be charged on a time and material basis at the rates shown below or via Fee proposals for specific scope.
21. Not Included in Scope of Work: Design of HVAC, interior design of concession/tenant areas, construction management services, LEED, and all other services are excluded.

**A/E Services for Terminal Building Structural Upgrade and Concourse Isolation
Design; PCAS (Post Construction Award Services)**

22. Any items not listed above are specifically excluded from the PCAS Scope of Work. These items, if any, will be performed and invoiced as Time and Material at the proposed manhour rates indicated below:

Project Manager:	\$247.79
Project Engineer:	\$114.63
Structural Engineer:	\$251.40
Architect:	\$170.00
Civil Engineer:	\$114.63
Mechanical Engineer:	\$149.84
Electrical Engineer:	\$179.47
Admin:	\$ 88.26

23. Tenant Impact Mitigation.

POLICIES AND PROCEDURES

ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY BOARD OF DIRECTORS

FEBRUARY 28, 2019

BOARD MEMBER ATTENDANCE AT BOARD MEETINGS VIA VIDEO TELECONFERENCING AND LIVE BROADCAST REVISED JULY 2021

Purpose:

Develop Policies and Procedures for Board Members to attend Regular and Special Meetings of the A.B. Won Pat International Airport Authority, Guam Board of Directors via video teleconference and live broadcast.

Authority:

5GCA Chapter 43 § 43121

Policies & Procedures:

1. Video teleconferencing (VTC): VTC is a technology that facilitates the communication and interaction of two or more users through a combination of audio and video over Internet Protocol (IP) networks.
2. Designation of VTC technology: GIAA shall designate the VTC technology to be used by the Board. Such technology must allow for the following:
 - a. live/real-time communication
 - b. two-way communication
 - c. multiple VTC participants
 - d. allow the Board to clearly see and hear the Board Member(s) attending via VTC in the GIAA Board conference room. If a Board Member appearing via VTC cannot be heard or seen, the Board Chairman may terminate the VTC at his/her discretion.
3. Training: Board Members must receive training on the use of GIAA's designated VTC technology.
4. Request to appear via VTC. A Board Member may participate in any Board or Committee Meeting by VTC when the Board member is unable to attend the Board meeting in person.
 - a. A request to participate via VTC must be submitted in writing to the Chairman at least five (5) days, but no less than forty-eight (48) hours, prior to the Board meeting.
 - ~~b. A Board Member may request to participate via VTC no more than four times per calendar year.~~
 - ~~c. The Board Member must use the VTC technology designated by GIAA.~~
 - ~~d. The Board Member must be available to test the VTC connection at least fifteen (15) minutes prior to the start of the Board meeting.~~
5. Conduct of Meeting.
 - a. The Chairman shall identify all Board Members appearing via VTC.
 - b. If at least one Board Member is appearing via VTC, all voting must be by roll call.

- ~~c. The Board Meeting may not be chaired by a Board Member appearing via VTC.~~
- ~~c. Executive Sessions shall not be conducted via video conferencing, when a public emergency has been declared and such sessions or hearings have been authorized by Executive Order or law.~~
- 6. Quorum. Participation via video teleconferencing shall meet the legal requirements for a quorum.

Authority Amendment:

5GCA Chapter 43 § 43122

- 1. Live Streaming of Board Meetings.
 - a. Not including executive sessions and other meetings expressly authorized by law to be closed, regular and special meetings shall be broadcast via video live streaming applications as announced in the notice of meeting and on agency's website.
 - b. Board meeting notices must contain the agenda of matters to be discussed at the respective meeting. Agenda items must be in sufficient detail.
 - c. Boards and commissions shall broadcast regular and special meetings via video live streaming applications.
 - d. Any action taken by the Board at a meeting is void and of no effect if the agency failed to comply with the public notice of agenda matters to be discussed or failed to comply with the broadcasting requirement.
 - e. Live streaming amendment became effective on July 11, 2021.

d.



EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

August 26, 2021

AIRLINE UPDATES

September 2021

		CARRIERS									BX
		UA	PR	LJ	JL	KE	7C	CI	TW	RS	
DESTINATIONS	HNL	7x weekly									
	NRT	7x weekly			Suspended thru 10/31		Suspended thru 09/30				
	KIX						Suspended thru 09/30				
	MNL	7x weekly	1x weekly								
	SPN	7x weekly									
	ROR	1x weekly									
	PNI	1x weekly									
	YAP	1x weekly									
	TKK	1x weekly									
	ICN			1x weekly		1x weekly	Suspended thru 09/30		1x weekly Eff: Jul 31	Resume Ops Sep 2 (2x weekly)	
	PUS						Suspended thru 08/31				Resume Ops Oct. 24 (2x weekly)
	TPE							Suspended thru Oct.2021			

Japan Airlines

JAL pilot training on B737-800 aircraft is scheduled for August 30 – September 9, 2021. Training consists of take-off, landing, touch and goes, taxiing and parking.

China Airlines

China Airlines operated an inbound charter on August 23, 2021, transporting a Taiwan Basketball Team. Tournaments with Guam will be held on August 26 and 28, 2021. The departing charter is scheduled for August 29, 2021.

REGULATORY UPDATES

FAA Annual Certification Inspection

Administrative Records Review and Physical Facility Inspection

The Annual FAA Certification Inspection is tentatively scheduled for September 13 and 14, 2021. Mr. Joe Carlini, Airport Certification Safety Inspector with the FAA Western-Pacific Region will be conducting this year's inspection of GUM facilities.



EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

August 26, 2021

FACILITY UPDATES

Taxicab Relocation

Effective Wednesday, September 1, 2021 at 12:00 A.M., all taxicab operations will be relocated from the Commercial Parking Lot to the West Arrivals Curbside and Feeder Parking Area located at the Light Aircraft Commuter Facility (LACF). Taxicab queuing will be based on a “first-come, first-served” basis at the West Arrivals Curbside (by Airport Police Arcade). As each taxi departs from the West Arrivals Curbside, the taxis in queue will move up and those at the Feeder Parking Area will fill vacant spots from the rear of the queue. With this system, the taxicab operators will oversee their dispatching services and utilize a unified radio system for all communications within the team.

EXECUTIVE ORDERS and LEGISLATIVE UPDATES

Executive Order 2021-17

E.O 2021-17 stipulates all workers of the executive branch to be fully vaccinated with one of the three authorized COVID-19 vaccines no later than September 24, 2021. In the event the worker declines vaccination, they will be required to undergo weekly PCR or antigen testing, or be subject to disciplinary procedures, which may include disciplinary action. All GIAA employees have been advised of the requirements of this executive order. GIAA current vaccination rate is 93.53% with 15 employees still unvaccinated.

Bill No. 92-36

Relative to providing parity for the Guam Airport Civilian Volunteer Police Reserve. GIAA Executive Manager John M. Quinata provided oral testimony in full support of the measure at the legislative public hearing held on August 24, 2021, by the Committee on Education, Self-Determination and Historic Preservation, Infrastructure, Border Safety, Federal and Foreign Affairs, and Maritime Transportation.

Public Law 36-34

GIAA has developed and implemented the process by which to be fully compliant with P.L. 36-34, relative to increasing public access to information on government meetings, deliberations and decision-making by requiring broadcasting of public meetings and notice of agenda items that came into effect on July 11, 2021. Today's board meeting is the first occasion to implement the law's requirements.

PROCUREMENT UPDATES

None at this time.

RECOGNITIONS/AWARDS

ATRS Airport Benchmarking Award: Most Efficient Airport (<10 Million Pax)

On July 9, 2021, the Air Transport Research Society (ATRS) advised GIAA that it has been selected to receive the ATRS Airport 2020 Benchmarking Award for the “MOST EFFICIENT



EXECUTIVE MANAGER'S REPORT GIAA BOARD OF DIRECTORS MEETING August 26, 2021

AIRPORT" Award (under 10 million passengers) in the Asia-Pacific region. This is the fourth consecutive year the Guam International Airport has received this award.

The ATRS Global Airport Benchmarking measures and compares the performance of several aspects of airport operations: productivity and efficiency, unit costs and cost competitiveness, financial results, and airport charges. The 2020 report included 205 airports and 24 airport groups of various sizes and ownership forms in Asia Pacific, Europe and North America. The ATRS Annual Global Airport Performance Benchmarking project was initiated in 2000 at the University of British Columbia. The project is now hosted at the College of Business at Embry Riddle Aeronautical University in Daytona Beach, Florida. The ATRS Research team is guided by a 16-member task force of leading academics from Asia Pacific, Europe, and North America.

A virtual acceptance was recorded on August 25, 2021 and will be played during the virtual awards ceremony scheduled for August 27, 2021, from 23:00-23:45pm, Guam time. Those wanting to participate in the 24th ATRS World Conference may do so virtually at this Zoom link: <https://unsw.zoom.us/j/89234600299>.

ANNOUNCEMENTS

- Deputy Executive Manager Artemio "Ricky" Hernandez participated as a guest speaker in the **Guam Chamber of Commerce General Membership Meeting** on August 25, 2021. He presented on the topic "Airport's Resiliency and Economic Recovery".
- The Guam International Airport was designated a support location with eight raptors operating from GUM as part of the "**Pacific Iron**" military air exercises from July 22 - 28, 2021. Over 600 airmen from Alaska, Hawaii, Idaho, and Guam took part in the exercises that operated out of Andersen, the Guam Airport, Saipan and Tinian.
- GIAA closed out the successful **2021 DOE Summer Internship** program with a commencement ceremony held on July 29, 2021. Each intern completed a Power Point presentation detailing their experience at the Airport during their internship. The presentations were excellent. Two presentations, one from the interns at Engineering, and one from the interns at ARFF were shortlisted, and forwarded to DOE for the island-wide top 10 to be presented to the Governor and Lt. Governor. Thank you to Director Weakley for his participation in judging the intern presentations.
- **The GIAA Cell Phone Lot** opened for operation on July 28, 2021. The cell phone lot provides a safe waiting area for persons picking up arriving passengers, eliminates the need for persons to go around the terminal, and clears curbside areas for active operations. The cell phone lot is located at the Light Commuter Aircraft Facility.
- The successful **Closing of GIAA's Taxable Refunding Bond Sale** was concluded on Tuesday, August 17, 2021 at 11:43pm, Guam Time. Thank you to the Board for all your leadership and support in this effort that resulted in fiscal relief and expected savings this fiscal year through FY 2024.

August 23, 2021

MEMORANDUM

To: Mr. Brian Bamba
Chairman
GIAA Board of Directors

From: John A. Rios
Comptroller

Subject: Operating Results – Revenues and Expenses as of July 31, 2021

Attached herewith is GIAA's Operating Results Report for the month ending July 31, 2021. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended July 31, 2021.

The key operating results for 10 month(s) of FY2021 ending July 31, 2021 – (in \$000's) are

CATEGORY	Actual FY21 Current Month	YEAR-TO-DATE			FORECAST FOR FULL YEAR- FY21	
		Budget FY21 Y-T-D	Actual FY21 Y-T-D	% Variance Budget vs. Actual	Actual/ Estimate	% Variance Budget vs. Actual/ Estimate
				Y-T-D Current Month		
Total Signatory Revenues	\$ 578.1	\$ 19,207.4	\$ 5,085.4	-73.5%	\$ 10,370.2	-57.7%
Total Concession Revenues	\$ 1,346.8	\$ 11,925.1	\$ 7,986.5	-33.0%	\$ 11,035.6	-26.3%
Total PFC's	\$ 51.5	\$ 3,512.8	\$ 167.8	-95.2%	\$ 1,188.2	-73.8%
Total Other Revenues	\$ 958.6	\$ 10,319.2	\$ 9,893.9	-4.1%	\$ 12,134.8	-3.4%
Total Operating Revenues	\$ 2,935.0	\$ 44,964.5	\$ 23,133.7	-48.6%	\$ 34,728.8	-38.6%
Total Operating Expenses	\$ 3,114.6	\$ 35,675.6	\$ 28,856.4	-19.1%	\$ 35,148.5	-16.2%
Net Revenues from Operations	\$ (179.6)	\$ 9,288.8	\$ (5,722.7)	-161.6%	\$ (419.8)	-102.9%
Non-Operating Expenses	\$ 62.3	\$ 800.0	\$ 738.2	-7.7%	\$ 738.2	-7.7%
Other Available Moneys/Other Sources of Funds	\$ 485.1	\$ 9,198.8	\$ 14,966.2	62.7%	\$ 15,606.0	169.6%
Net Debt Service Coverage	0.25	1.59	0.79	-50.5%	1.10	-37.9%

Year-to-date Total Signatory Revenues for the month ending July 31, 2021 are below Budgeted revenues by **73.5%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **33.0%** below budget while Passenger Facility Charges are below the budget estimate by **95.2%**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **4.1%**.

Year-to-date Total Operating Revenues actual of **\$23.1M** is **48.6%** below the budget estimate of **\$45.0M**.

Year-to-date Total Operating Expenses are below budget by **19.1%**. Components of this line item include a **3.2%** decrease in Personnel Service, a **29.5%** decrease in Contractual Services, a **66.9%** decrease in Materials & Supplies and a **100%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$-5.7M** represents a **161.6%** decrease over the year-to-date budgeted amount of **\$9.3**.

Finally, our year-to-date results for Debt Service Coverage is at **0.79** versus the requirement of **1.25**.

Should you have any questions, please contact me at your convenience.

Attachments

Cc: Board of Directors
Executive Manager
Deputy Executive Manager
Airport Services Manager

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
as of July 31, 2021

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2020	Budget FY2021	Actual FY2021	%Var Bud Vs Act'l		Actual FY2020	Budget FY2021	Actual FY2021	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
I. Signatory Airline Rents & Fees											
Terminal Bldg Rentals	264.6	237.8	232.9	-2.0%	2,853.8	2,925.6	2,378.2	2,329.5	-2.0%	2,805.1	-1.7%
Departure Fees	20.6	729.6	102.4	-86.0%	6,646.8	3,281.5	5,150.6	542.3	-89.5%	2,038.5	-69.3%
Arrival Fees	20.2	668.5	83.0	-87.6%	6,056.2	3,130.3	4,684.1	348.5	-92.6%	1,720.7	-71.6%
Immigration Inspection Fees	3.0	270.3	12.0	-95.6%	2,378.4	1,133.5	1,822.2	64.7	-96.4%	620.9	-73.9%
Common Use Ticket Counter Fees	0.0	82.2	0.9	-98.9%	767.8	62.9	596.9	5.6	-99.1%	176.4	-77.0%
Loading Bridge Use Fees	147.8	421.5	86.5	-79.5%	4,084.3	4,329.1	3,224.0	975.4	-69.7%	1,835.7	-55.1%
Apron Use Fees	64.4	37.6	13.0	-65.3%	370.6	882.5	293.8	190.0	-35.3%	266.8	-28.0%
Landing Fees	158.3	135.4	47.4	-65.0%	1,334.2	2,041.1	1,057.7	629.5	-40.5%	906.1	-32.1%
Total Signatory Revenue	678.8	2,583.0	578.1	-77.6%	24,492.1	17,786.4	19,207.4	5,085.4	-73.5%	10,370.2	-57.7%
Enplaned Signatory Pax	5,406	125,947	17,947	-85.8%	1,147,374	868,191	889,096	94,356	-89.4%	352,633	-69.3%
Cost per Enplaned Pax	\$125.57	\$20.51	\$32.21	57.1%	\$21.35	\$20.49	\$21.60	\$53.90	149.5%	\$29.41	37.8%
Revenues from Sources other than Signatory Airlines Rents & Fees											
Concession Revenues											
Gen Mdse	1,240.4	1,240.4	1,237.9	-0.2%	12,352.5	9,115.1	9,871.7	7,162.0	-27.4%	9,642.8	-21.9%
In-flight Catering	21.6	26.8	26.2	-2.2%	321.6	511.2	268.0	205.3	-23.4%	258.9	-19.5%
Food & Beverage	14.7	93.7	21.3	-77.3%	851.5	574.4	655.6	113.5	-82.7%	309.4	-63.7%
Rental Cars	112.9	100.7	61.5	-38.9%	943.0	957.4	740.4	401.0	-45.8%	603.6	-36.0%
Other Concession Rev	0.0	55.6	0.0	-100.0%	505.6	337.0	389.3	104.7	-73.1%	221.0	-56.3%
Total Concession Revenues	1,389.6	1,517.1	1,346.8	-11.2%	14,974.1	11,495.1	11,925.1	7,986.5	-33.0%	11,035.6	-26.3%
Passenger Facility Charges	22.5	497.6	51.5	-89.7%	4,533.3	2,937.1	3,512.8	167.8	-95.2%	1,188.2	-73.8%
Other Revenue	964.4	1,113.3	958.6	-13.9%	12,560.1	11,468.9	10,319.2	9,893.9	-4.1%	12,134.8	-3.4%
Total Operating Revenue	3,055.2	5,711.0	2,935.1	-48.6%	56,559.6	43,687.6	44,964.5	23,133.7	-48.6%	34,728.8	-38.6%
II. Operating Expenses:											
Personnel Services	1,512.6	1,514.2	1,727.5	14.1%	19,685.0	17,573.0	16,656.6	16,118.1	-3.2%	19,146.5	-2.7%
Contractual Services	1,366.2	1,585.7	1,319.7	-16.8%	20,446.9	17,669.5	17,341.9	12,223.4	-29.5%	15,328.4	-25.0%
Materials & Supplies	55.4	133.9	67.4	-49.7%	1,685.9	771.3	1,553.8	514.9	-66.9%	647.0	-61.6%
Equipment/Furnishings	40.3	23.2	0.0	0.0%	150.0	133.3	123.3	0.0	-100.0%	26.7	-82.2%
Total Operating Expenses	2,974.5	3,257.1	3,114.6	-4.4%	41,967.8	36,147.1	35,675.6	28,856.4	-19.1%	35,148.5	-16.2%
Net income from Operations	80.8	2,453.9	-179.6	-107.3%	14,591.8	7,540.5	9,288.8	-5,722.7	-161.6%	-419.8	-102.9%

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
as of July 31, 2021

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2020	Budget FY2021	Actual FY2021	%Var Bud Vs Act'l		Actual FY2020	Budget FY2021	Actual FY2021	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
III. Other Revenues and Expenses											
Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	378.9	0.0	62.3	0.0%	800.0	1,635.9	800.0	738.2	-7.7%	738.2	-7.7%
Add: Interest on Investments	49.8	54.0	42.8	-20.7%	648.3	1,203.7	540.3	519.0	-3.9%	627.1	-3.3%
Net Revenues	-248.4	2,508.0	-199.0	-107.9%	14,440.1	7,108.3	9,029.1	-5,941.9	-165.8%	-530.9	-103.7%
Add: Other sources of Funds (Federal Reimb)	2,310.4	33.3	43.5	30.6%	6,400.0	13,502.2	6,333.3	11,945.7	88.6%	12,012.4	87.7%
Add: Other available moneys	529.9	286.5	441.6	54.1%	3,438.5	5,299.0	2,865.5	3,020.5	5.4%	3,593.6	4.5%
Net Revenues and Other Available Moneys	2,591.9	2,827.8	286.1	-89.9%	24,278.7	25,909.6	18,227.9	9,024.3	-50.5%	15,075.0	-37.9%
Debt Service payments	1,131.2	1,146.2	1,146.2	0.0%	13,754.2	16,645.8	11,461.8	11,461.8	0.0%	13,754.2	0.0%
Debt Service Coverage	2.29	2.47	0.25	-89.9%	1.77	1.56	1.59	0.79	-50.5%	1.10	-37.9%
Debt Service Requirement	1.25	1.25	1.25		1.25	1.25	1.25	1.25		1.25	

BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RESOLUTION NO. 21-__

RESOLUTION AUTHORIZING MEDIATION OF DFS-
RELATED LITIGATION AND GRANTING AUTHORITY TO
SETTLE

BE IT RESOLVED, by the Board of Directors of the Antonio B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The Board hereby authorizes the Authority, represented by the Chairman of this Board, the Executive Manager of the Authority and members of the Authority staff designated in writing by said Chairman or Executive Manager (said Chairman, Executive Manager and designated staff, whether acting individually or collectively, are referred to herein as "Authorized Officers"), in consultation with legal counsel, to engage in mediation ("DFS mediation") with DFS Guam L.P. ("DFS") to attempt to resolve and settle all disputes between the Authority and DFS currently in litigation ("DFS-related litigation").

Section 2. The Board delegates to the Authorized Officers authority to negotiate a settlement during the DFS mediation, in consultation with legal counsel, of the DFS-related litigation, subject to Board approval and any other conditions or approvals that may be required.

Section 3. All actions heretofore taken by the officers, representatives or agents of the Authority in connection with the DFS mediation are hereby ratified, confirmed and approved.

Section 4. The Authorized Officers are authorized to do all things necessary and proper to implement this resolution.

Section 5. This resolution shall take effect from and after its adoption.

[SIGNATURE PAGE FOLLOWS]

**DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE
ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE
AUGUST 26, 2021 REGULAR BOARD MEETING.**

BRIAN J. BAMBA, Chairman

GURVINDER SOBTI, Vice Chairman

DONALD I. WEAKLEY

LUCY M. ALCORN

ZENON E. BELANGER

ROSIE TAINATANGO

DOYON A. MORATO


ATTEST:

DONALD I. WEAKLEY, Secretary

RECOMMENDATION OF COUNSEL

TO: Board of Directors
ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

CC: Mr. John M. Quinata
Executive Manager
ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

FROM: Janalynn Cruz Damian 
CALVO FISHER & JACOB LLP

DATE: August 13, 2021

SUBJECT: **Executive Session**

Pursuant to 5 GCA § 8111(c)(1), I hereby recommend that the Board of Directors of GIAA conduct an Executive Session at the next regular scheduled Board meeting to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party.