

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
Friday, September 22, 2023, 3:00 p.m.  
GIAA CONFERENCE ROOMS 1 & 2**

**1. CALL TO ORDER AND ATTENDANCE**

The September 22, 2023 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 Acting Chairman Sobti at 3:16 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

Gurvinder Sobti  
Donald I. Weakley  
Lucy M. Alcorn  
Rosie R. Tainatongo

**Offices or positions:**

Acting Chairman  
Board Secretary

**Directors Absent:**

Brian J. Bamba (Excused)  
Doyon A. Morato (Excused)  
Jesse G. Garcia (Excused)

Chairman

**GIAA Officials:**

Artemio R. Hernandez, Ph.D.  
Jean M. Arriola  
Raymond Mantanona  
Rolenda Faasualmalie  
Anthony Quidachay  
Joseph Javellana  
Audie Artero  
Raymond Quintanilla  
Danielle Camacho  
Debbie Ngata  
Raymond Reyes

Deputy Executive Manager  
Airport Services Manager  
ARFF, Chief  
Marketing Administrator  
Safety Administrator  
GIAA Property Management Office  
Engineering Supervisor  
Operations Superintendent  
General Accounting Supervisor  
General Accounting Supervisor  
Airport Police

William Brennan  
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel  
TMG, GIAA Consultant

Acting Chairman Sobti 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:

### **Resolution No. 23-55**

The Board hereby approves the agenda of the March 28, 2023 regular meeting, as presented.

## **3. APPROVAL OF MINUTES**

### **A. August 28, 2023 - Regular Meeting**

On motion duly made by Secretary Weakley, seconded by Director Alcorn, the following resolution was unanimously passed:

### **Resolution No. 23-56**

The Board hereby approves the minutes of the August 28, 2023 regular meeting, subject to corrections.

## **4. CORRESPONDENCE**

Deputy Executive Manager Hernandez advised there was no Correspondence to report.

## **5. OLD BUSINESS**

### **A. Approval of Legal Services Invoice No. 81174**

The next item discussed were invoices from Calvo Fisher & Jacob, LLP (CFJ) relative to legal services fees incurred in April 2023. Deputy Executive Manager Hernandez advised the Board that CFJ submitted invoices for general legal services relating to:

#### **1. Invoice No. 81174: Sunshine Act Request (\$11,862.45)**

Referenced legal services invoices total an amount of \$11,862.45. Due to the referenced services exceeding CFJ's monthly cap of \$10,000.00, Board action is required to authorize the additional amount of \$1,862.45 above the cap.

After further discussion, on motion duly made by Director Alcorn, seconded by Director Tainatongo, the following resolution was unanimously approved:

### **Resolution No. 23-57**

The Board hereby authorizes the Authority to issue payment to Calvo Fisher & Jacob, LLP for legal fees incurred in April 2023 pertaining to Sunshine Act Request (Invoice No. 81174) that exceed



the monthly cap of \$10,000.00 in the amount of \$1,862.45, a total invoice amount of \$11,862.45.

## 6. NEW BUSINESS

### A. Approval of FY24 Insurance Renewal Program

The first item discussed by the Board was the FY24 Insurance Renewal Program.

The A.B. Won Pat International Airport Authority, Guam as required by the GIAA Bond Indenture is required to carry an adequate amount of insurance coverage to protect the Authority, its officers and bondholders. The Airport Insurance Program covers general airport operations and was developed by GIAA with the assistance of its Insurance Consultant, Bolton Company. The Insurance Program includes six (6) policies: Property Insurance including Catastrophe; Airport Operators Liability; Directors & Officers Liability; Workman's Compensation; Automobile Insurance; and Crime Insurance. The Deputy Executive Manager announced that in attendance via Zoom was Ms. Cheryl McDowell of Bolton Company, GIAA's Insurance Consultant and AM Insurance ("AM") representative, Ms. Ann Marie Muna. The Deputy Executive Manager informed the Board that there were increases in premium rates, and invited Ms. Muna to present the premium rates and quotes to the Board.

Ms. Muna announced to the Board that this year has been the most challenging year due to world-wide disasters. Eleven (11) different markets were encouraged to quote, with only five (5) qualifying based on the Airports requirement of A-rated Insurance companies. Ms. Muna went on to present updates and announced the insurance quotes for FY2024 as follows:

| Policy                         | Firm with Lowest Offered Premium | Amount                        |
|--------------------------------|----------------------------------|-------------------------------|
| Property                       | Calvo's                          | \$1,705,263.00                |
| Airport Operators Liability    | National Union                   | \$286,160.00                  |
| Directors & Officers Liability | Moylan's                         | \$61,200.00<br>(1-Year Term)  |
| Workman's Compensation         | Moylan's                         | \$231,194.32<br>(3-Year Term) |
| Automobile Insurance           | Moylan's                         | \$31,368.95<br>(1-Year Term)  |
| Crime Insurance                | Moylan's                         | \$7,050.00<br>(1-Year Term)   |
| Cyber Liability                | N/A                              | No Quotes                     |
| <b>TOTAL:</b>                  |                                  | <b>\$2,299,236.27</b>         |

The Deputy Executive Manager turned it over to Ms. Cheryl McDowell and Mr. Ronald Wanglin of Bolton Company to explain the increases in premium rates. Significant, catastrophic losses in the property world are due to a number of world-wide disasters, causing a huge impact to the insurance industry. With that in mind, Bolton Company suggested a slight delay making a decision

on the property coverage, to see if the quotes offered may be renegotiated, by having airport management, the broker and consultant explore additional options, including the following:

- Request quotes to separate the standard property insurance, typically known as “All Risk” or “Special Form Causes of Loss”, from the Catastrophic coverage lines which would include:
  - Typhoon/Wind
  - Earthquake
  - Flood
  - Tsunami/Tidal Wave
- Explore a Parametric program to cover all or part of the catastrophic perils that would complement the standard property insurance product.
- Lastly, explore a self-insurance model which may or may not be feasible depending on the Airport’s ability to fund the exposure, which would require a long-term commitment to build up the fund to acceptable levels and restrict funds from other uses.

The Deputy Executive Manager presented a schedule illustrating the recommended program for FY2024. Management recommended the Board accept all quotes as provided for the FY2024 insurance program as appended except for property coverage. With regard to property coverage, it is recommended the Board delegate management the authority to work with the insurance consultant and broker to approach underwriters for all risk catastrophic and non-catastrophic coverage; alternate property coverage; and with a cap of \$1,705,263.00 before the end of the Fiscal Year 2024.

The insurance premium costs are budgeted under Property Management Division (PMO) budget for FY2024. Although this year's premium exceeds the line item FY2024 budget for insurance, we will program funds within the PMO and Administration budget for FY2024 to cover this expenditure.

Discussion followed with Bolton Company explaining the difference between a Parametric program and self-insurance model, for the Boards information.

Acting Chairman Sobti inquired if an increase for insurance was included in the FY24 budget. The Deputy Executive Manager advised that funding in the amount of \$400,000.00 was included in the budget however, the premium increase quoted is much higher than anticipated.

Acting Chairman Sobti thanked all involved in renewing FY24 Insurance Program. Discussion followed relative to the insurance market to returning to normal.

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



**Resolution No. 22-59**

The Board hereby adopts the FY2024 Insurance Program as presented, in the total amount not to exceed \$2,299,236.27; the Board delegates Management the Authority to work with GIAA Insurance Consultant and Insurance Broker to approach underwriters for potential quotes for all risk catastrophic and non-catastrophic coverage; alternate property coverage or other potential coverage, as presented by Management and reported to the Board at the next Board meeting:

| <b>Policy</b>                  | <b>Firm with Lowest Offered Premium</b> | <b>Amount</b>                 |
|--------------------------------|---|-------------------------------|
| Property                       | Calvo's                                 | \$1,705,263.00                |
| Airport Operators Liability    | National Union                          | \$286,160.00                  |
| Directors & Officers Liability | Moylan's                                | \$61,200.00<br>(1-Year Term)  |
| Workman's Compensation         | Moylan's                                | \$231,194.32<br>(3-Year Term) |
| Automobile Insurance           | Moylan's                                | \$31,368.95<br>(1-Year Term)  |
| Crime Insurance                | Moylan's                                | \$7,050.00<br>(1-Year Term)   |
| Cyber Liability                | N/A                                     | No Quotes                     |
| <b>TOTAL:</b>                  |   | <b>\$2,299,236.27</b>         |

**B. Ratification of FAA Grant Agreement No. 3-66-0001-118-2023 – Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate)**

Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement No. 3-66-0001-118-2023 – Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate) for ratification by the Board.

Secretary Weakley inquired of Counsel regarding a potential conflict of interest relating to the referenced FAA Agreement, as he has family involved in business in a related industry. On request, Secretary Weakley clarified he has no financial interest in such business and is not an officer of any business. Legal Counsel confirmed based on the disclosure that there did not appear to be a reason for Secretary Weakley to recuse himself at this time, as the Grant Application and Agreement would be public documents, and procurement of the items funded by the Grant will occur and come before the Board separately.

Legal Counsel, William Brennan announced for the record that there were no reasons for Secretary Weakley to recuse at this time.

Mr. Santos advised the Board that the project is to install perimeter fencing at the AOA main access security gate, such fencing is required by CFR 1542. The FAA grant is funded at a 90/10 cost share basis with the FAA. The amount of the Grant is \$1,200,000.00. Mr. Santos provided details of the scope of work, such as site selection, a design of the AOA access gate, a Guard



House and potentially a self-contained restroom. The location of the AOA access gate currently, is at the old Airport Terminal. Brief discussion on the location, with Mr. Santos advising the Board that the site selection will determine, however Management has found what they believe to be a suitable location, a space west to the existing cargo building.

Mr. Santos added that the grant funding of \$1.2M is available, and GIAA's sponsor share is approximately \$134,000.00.

After further discussion, on motion duly made by Director Alcorn, seconded by Director Tainatongo, the following resolution was unanimously approved:

**Resolution No. 23-59**

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-118-2023, Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate), in the amount of \$1,200,000.00.

- C.** Ratification of FAA Grant Agreement No. 3-66-0001-119-2023 – Construct Cargo Apron & Taxiway (Design)

Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement No. 3-66-0001-119-2023 – Construct Cargo Apron & Taxiway (Design) for ratification by the Board. Mr. Santos advised the Board that the project is the design for the construction of the cargo apron and taxiway, and is ongoing at this time. The source of funding is entitlements from GIAA cargo activity. Mr. Santos explained that whenever GIAA exceeds 100M pounds of aircraft weight, from aircrafts such as FEDEX and UPS, the FAA provides entitlement. The grant is at a 90/10 share. The amount of the Grant is \$574,901.00, with the Airports 10% sponsor share being \$63,878.00. Mr. Santos provided brief details of the project for the Board's information, stating that the design is expected to be completed 2024. Brief discussion ensued on funding,

After further discussion, on motion duly made by Director Alcorn, seconded by Director Tainatongo, the following resolution was unanimously approved:

**Resolution No. 23-60**

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-119-2023, Construct Cargo Apron & Taxiway (Design) in the amount of \$574,901.00.

- D.** Board Appointment and Compensation – Comptroller

Deputy Executive Manager Hernandez gave brief background on the Comptroller position at the Airport, stating that the Comptroller position has been vacant for approximately two (2) years, with the retirement of Mr. John A. Rios. During that time, Ms. Antoniette Bautista had filled the role in an acting capacity, however retired December of 2022. Currently, Ms. Danielle Camacho and Ms. Debbie Ngata, General Accounting Supervisors have been jointly fulfilling the duties of a

Comptroller. The Deputy Executive Manager announced that a candidate had been identified to fill the referenced position at the Airport.

The Deputy Executive Manager gave a brief background on the candidate, Ms. Daphne Mansapit-Shimizu's academic and extensive professional qualifications, stating that her professional experience spans almost thirty (30) years in both public and private sectors and is currently the Director of Department of Revenue & Taxation (DRT). Ms. Mansapit-Shimizu holds a Master's Degree in Public Administration and is a Licensed Certified Public Accountant. The Deputy Executive Manager noted the compensation package will be the same as the former Comptrollers salary, \$130,000.00, and will be adjusted along with all other GIAA employees in January 2024, when the new pay study take effect. The Manager added that Ms. Mansapit-Shimizu will undergo a transition period of October 1, 2023 to January 15, 2024, from DRT to GIAA, and asked that the Board take this into consideration. Management recommends the Board approve the appointment of Ms. Daphne Mansapit-Shimizu as the Comptroller, to be flexible with the start date, between October 1, 2023 and January 15, 2024, along with the annual salary of \$130,000.00, and the salary adjustment in January 2024, when the new pay adjustments take effect.

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

**Resolution No. 23-61**

The Board hereby appoints of Ms. Daphne Mansapit-Shimizu as the Comptroller for the A.B. Won Pat International Airport Authority, Guam, with a flexible effective date between October 1, 2023 and January 15, 2024, and further approves the Comptrollers annual salary of \$130,000.00, and the pay adjustment in January 2024.

**E. Approval of Board Resolution: GIAA's Bank Signatories**

Deputy Executive Manager Hernandez presented a Board resolution to revise GIAA's Bank Signatories. The Deputy Executive Manager requested that the Board that the revision to GIAA's bank signatories be effective, subject to the new Comptrollers official employment with the Airport.

After further discussion, on motion duly made by Director Alcorn, seconded by Director Tainatongo, the following resolution was unanimously approved:

**Resolution No. 23-62**

**WHEREAS**, the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA") has several bank accounts and desires to designate the individuals authorized to execute checks, drafts, or other orders for and on behalf of GIAA.



NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby designates two of the following individuals together to execute checks, drafts, or other orders for and on behalf of GIAA:

1. John M. Quinata, Executive Manager;
2. Artemio R. A. Hernandez, Deputy Executive Manager
3. Brian J. Bamba, Chairman of the Board;
4. Gurvinder Sobti, Vice Chairman of the Board;
5. Dafne Mansapit-Shimizu, Comptroller
6. Jean M. Arriola, Airport Services Manager
7. Danielle E. Camacho, General Accounting Supervisor
8. Debbie C. M. Ngata, General Accounting Supervisor

BE IT RESOLVED FURTHER, that one of the two signatories must include any one of the following: the Chairman, the Vice Chairman, the Executive Manager, the Deputy Executive Manager, the Comptroller or General Accounting Supervisor D.E. Camacho or General Accounting Supervisor D.C.M. Ngata.

BE IT RESOLVED FURTHER, that the authority of the above-designated individuals to execute checks, drafts, or other orders for and on behalf of GIAA shall be limited only to authorized expenditures of GIAA and as is consistent with the execution of their respective duties, statutory or otherwise, as officers or directors of GIAA.

BE IT RESOLVED FURTHER, that the designation of the above-named individuals supersedes all prior designations by the Board of Directors of GIAA on file at all banking institutions at which GIAA maintains its accounts.

**F. Approval of Legal Services Invoice No. 81081**

The next item discussed was an invoice from Calvo Fisher & Jacob, LLP (CFJ) relative to legal services fees incurred in March 2023. Deputy Executive Manager Hernandez advised the Board that CFJ submitted an invoice for general legal services relating to:

**1. Invoice No. 81081: Legislative Issues (\$12,121.20)**

Referenced legal services invoices total an amount of \$12,121.20. Due to the referenced services exceeding CFJ's monthly cap of \$10,000.00, Board action is required to authorize the additional amount of \$2,121.20 above the cap.

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



**Resolution No. 23-63**

The Board hereby authorizes the Authority to issue payment to Calvo Fisher & Jacob, LLP for legal fees incurred in March 2023 pertaining to Sunshine Act Request (Invoice No. 81081) that exceed the monthly cap of \$10,000.00 in the amount of \$2,121.20, a total invoice amount of \$12,121.20.

**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 Deputy Executive Manager Hernandez. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

Secretary Weakley asked that Management provide a brief overview on the recent official Airport travel to Manila, Philippines. Deputy Executive Manager Hernandez advised the Board that a delegation from the Airport consisting of Chairman Bamba and Executive Manager Quinata travelled to the Philippines to meet with the CEO of Philippine Airlines and Cebu Pacific to discuss the increase in air service to and from Philippines and Guam. The inquiry will be referred to the Executive Manager upon his return for further details and outcome of the meetings. The Deputy Executive Manager expressed the importance of reestablishing connections with airlines, such as Cebu Pacific, which was a Signatory Airline prior to the Covid-19 pandemic.

**8. REPORT OF THE COMPTROLLER**

Ms. Danielle Camacho, General Accounting Supervisor reported on the revenues and expenses of the Authority for the for the month ending **August 31, 2023**. Year-to-date Total Signatory Revenues are below Budgeted revenues by **27.5%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues are **45.5%** below budget while Passenger Facility Charges are below the budget estimate by **30.8**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **1.2%**. Year-to-date Total Operating Revenues actual of **\$46.7M** is **26.6%** below the budget estimate of **\$63.6M**. Year-to-date Total Operating Expenses are below budget by **12.3%**. Components of this line item include a **13.8%** decrease in Personnel Service, a **6.4%** decrease in Contractual Services, a **45.8%** decrease in Materials & Supplies and a **79.3%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$5.8M** represents a **65.8%** decrease over the year-to-date budgeted amount of **\$17.0M**. Finally, year-to-date results for Debt Service Coverage is at **1.07** versus the requirement of **1.25**.

**9. EXECUTIVE SESSION**

Upon written recommendation of Counsel, on motion duly made by Director Garcia, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 4:37 p.m.

**A. DFS Guam L.P. related litigation to which GIAA is or may be a party**

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 were Directors Sobti, Weakley, Alcorn, Tainatongo, Acting Executive Manager Hernandez, and Legal Counsels, Janalynn Damian, and Genevieve Rapadas. Also present was the court reporter who will prepare a transcript of the Executive Session. Executive Session ended at 5:37 p.m.

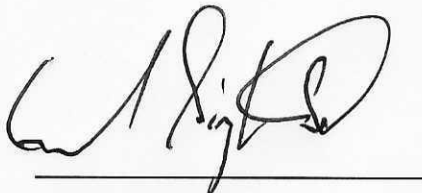
#### **10. PUBLIC COMMENTS**

There were no Public Comments.

#### **11. ADJOURNMENT**

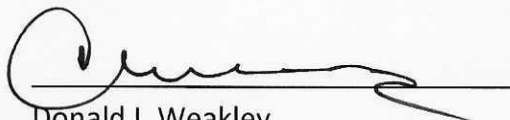
Motion to adjourn duly made by Director Garcia, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 5:42 p.m.

Dated this 1st, day of November, 2023.



Gurvinder Sobti  
Acting Chairman

Attest:



Donald I. Weakley  
Board Secretary

Prepared and Submitted By:



Amanda O'Brien  
Corresponding Secretary



**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
BOARD OF DIRECTORS RESOLUTION NO. 23- 62**

**RELATIVE TO AUTHORIZING SIGNATORIES ON  
ANTONIO B. WON PAT INTERNATIONAL AIRPORT  
AUTHORITY, GUAM'S BANK ACCOUNTS**

**WHEREAS**, the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA") has several bank accounts and desires to designate the individuals authorized to execute checks, drafts, or other orders for and on behalf of GIAA.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of GIAA hereby designates two of the following individuals together to execute checks, drafts, or other orders for and on behalf of GIAA:

1. John M. Quinata, Executive Manager;
2. Artemio R. A. Hernandez, Deputy Executive Manager
3. Brian J. Bamba, Chairman of the Board;
4. Gurvinder Sobti, Vice Chairman of the Board;
5. Dafne Mansapit-Shimizu, Comptroller
6. Jean M. Arriola, Airport Services Manager
7. Danielle E. Camacho, General Accounting Supervisor
8. Debbie C. M. Ngata, General Accounting Supervisor

**BE IT RESOLVED FURTHER**, that one of the two signatories must include any one of the following: the Chairman, the Vice Chairman, the Executive Manager, the Deputy Executive Manager, the Comptroller or General Accounting Supervisor D.E. Camacho or General Accounting Supervisor D.C.M. Ngata.

**BE IT RESOLVED FURTHER**, that the authority of the above-designated individuals to execute checks, drafts, or other orders for and on behalf of GIAA shall be limited only to authorized expenditures of GIAA and as is consistent with the execution of their respective duties, statutory or otherwise, as officers or directors of GIAA.

**BE IT RESOLVED FURTHER**, that the designation of the above-named individuals supersedes all prior designations by the Board of Directors of GIAA on file at all banking institutions at which GIAA maintains its accounts.

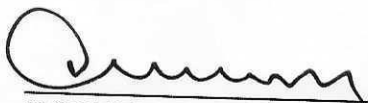
**DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE SEPTEMBER 22, 2023 REGULAR BOARD MEETING.**

ABSENT

\_\_\_\_\_  
**BRIAN J. BAMBA, Chairman**

  
\_\_\_\_\_  
**GURVINDER SOBTI, Vice Chairman**





**DONALD I. WEAKLEY, Board Secretary**



**LUCY M. ALCORN**

ABSENT

**DOYON A. MORATO**



**ROSIE R. TAINATONGO**

ABSENT

**JESSE G. GARCIA**

**ATTEST:**



**DONALD I. WEAKLEY, Board Secretary**



## BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Friday, September 22, 2023

GIAA CONFERENCE ROOMS 1 & 2

Videoconference and Live Streamed via: <https://www.guamairport.com> or

<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

### Public Notice

#### First Notice:

The Guam Daily Post – September 15, 2023

Notice to Media – September 15, 2023

#### Second Notice:

The Guam Daily Post – September 20, 2023

Notice to Media – September 20, 2023

## AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
  - A. August 28, 2023 Regular Meeting
4. Correspondence – None
5. Old Business
  - A. Approval of Legal Services Invoice No. 81174
6. New Business
  - A. Approval of FY24 Insurance Renewal Program
  - B. Ratification of FAA Grant Agreement No. 3-66-0001-118-2023  
– Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate)
  - C. Ratification of FAA Grant Agreement No. 3-66-0001-119-2023  
– Construct Cargo Apron & Taxiway (Design)
  - D. Board Appointment and Compensation - Comptroller
  - E. Approval of Board Resolution: GIAA's Bank Signatories
  - F. Approval of Legal Services Invoice No. 81081
7. Report of Executive Manager
  - A. Airport Updates
  - B. Announcements
8. Report of Comptroller
9. Executive Session
  - A. DFS Guam L.P. related litigation to which GIAA is or may be a party.
10. Public Comments
11. Adjournment

BOARD MEETING

3:00 p.m., Friday, September 22, 2023

GIAA Conference Rooms 1, 2 & 3

SIGN-IN SHEET

|     | <u>PRINT NAME</u>   | <u>COMPANY/AGENCY</u> | <u>CONTACT NO./EMAIL</u> |
|-----|---------------------|-----------------------|--------------------------|
| 1.  | JOHN BELL           | GIAA                  |                          |
| 2.  | Danielle Camacho    | GIAA                  |                          |
| 3.  | DEBBIE NGATA        | GIAA                  |                          |
| 4.  | TRIGIA GRANILLO     | GIAA INSURANCE        |                          |
| 5.  | ANNMARIE MUNA       |                       |                          |
| 6.  | Anthony Bridgman    | GIAA                  |                          |
| 7.  | Raymond Quinlan     | GIAA                  |                          |
| 8.  | Raymond Mantana     | AREF                  | 482-0419                 |
| 9.  | FRANK SANTOS        |                       | TMG                      |
| 10. | R. Farnsworth       | GIAA                  | MAH                      |
| 11. | PINAULA, MARLENE    | GIAA                  |                          |
| 12. | BUSTOS, CHERYL      | GIAA                  |                          |
| 13. | JOE JAVELLANA       |                       |                          |
| 14. | ANDIE ARTERO        |                       |                          |
| 15. | ROLENDA FAASUANALIE |                       |                          |
| 16. | RAY REYES           |                       |                          |
| 17. | BUCKY BRENNAN       |                       |                          |
| 18. |                     |                       |                          |
| 19. |                     |                       |                          |
| 20. |                     |                       |                          |



## Guam Memorial Funeral Home, Inc.

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## LAND FOR SALE

**\$499,999 buys 20,560sm lot**  
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Email: carter.lee31@yahoo.com

A.S. WON PAT INTERNATIONAL  
AIRPORT GUAM



## REGULAR MONTHLY BOARD MEETING

Friday, September 22, 2023 at 3:00 PM in  
Terminal Conference Rooms 1 & 2 and by  
Videoconference and Live Streamed via GIAA  
website: [www.guamairport.com](http://www.guamairport.com) or  
<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

### AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
  - A. August 28, 2023 Regular Meeting
4. Correspondence – None
5. Old Business
  - A. Approval of Legal Services Invoice No. 81174
6. New Business
  - A. Approval of FY24 Insurance Renewal Program
  - B. Ratification of FAA Grant Agreement No. 3-66-0001-118-2023
    - Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate)
  - C. Ratification of FAA Grant Agreement No. 3-66-0001-119-2023
    - Construct Cargo Apron & Taxiway (Design)
- D. Board Appointment and Compensation - Comptroller
- E. Approval of Board Resolution: GIAA's Bank Signatories
- F. Approval of Legal Services Invoice No. 81081
7. Report of Executive Manager
  - A. Airport Updates
  - B. Announcements
8. Report of Comptroller
9. Executive Session
  - A. 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.  
Call the Board Office at (671) 642-4717/18 for special accommodations, auxiliary aids, or services.  
This ad is paid for by GIAA.

## DANIEL D.Y. AND MARIA I.S. PARK SCHOLARSHIP FOUNDATION STATEMENT OF ACTIVITIES

|                                  |                   |
|----------------------------------|-------------------|
| SUPPORT AND REVENUE:             | 12/31/2022        |
| Capital Gain                     | 4,491             |
| Dividend Income                  | 9,778             |
| Interest Income                  | 2                 |
| Investment Income (Loss)         | (313,348)         |
| <b>TOTAL SUPPORT AND REVENUE</b> | <b>(299,077)</b>  |
| EXPENDITURES:                    |                   |
| Annual Report & Filing Fee       | 1,680             |
| Investment Fees                  | 150               |
| Government Filing Fees           | -                 |
| <b>CHANGES IN NET ASSETS</b>     | <b>(300,907)</b>  |
| NET ASSETS AT BEGINNING OF YEAR  | 1,158,230         |
| <b>NET ASSETS AT END OF YEAR</b> | <b>\$ 857,323</b> |

## STATEMENT OF FINANCIAL POSITION

|   |                   |
|---|-------------------|
| ASSETS:                                 |                   |
| Cash                                    | \$ 24,310         |
| Investments                             | 833,013           |
| <b>TOTAL ASSETS</b>                     | <b>\$ 857,323</b> |
| NET ASSETS:                             |                   |
| Unrestricted                            | 857,323           |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <b>857,323</b>    |

This is to certify that the above Statement of Activities and Statement of Financial Position are a true and accurate account of the Daniel D.Y. and Maria I.S. Park Scholarship Foundation.



## GHURA

Guam Housing and Urban Renewal Authority  
Aturidat Ginima' Yan Rinueban Suidat Guahan

117 Bien Venida Avenue, Sinajana, Guam 96910

Phones: (671) 477-9851 • Fax: (671) 472-7565 • TTY: (671) 472-3701



Lourdes Aflague Leon Guerrero  
Governor

Joshua Franquez Tenorio  
Lt. Governor

## FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS ACQUISITION AND REHABILITATION OF 4 UNIT COMPLEX PAID FOR WITH HUD FUNDS by GHURA

September 15, 2023  
Government of Guam/Guam Housing and Urban Renewal Authority  
117 Bien Venida Ave., Sinajana, Guam 96910  
Attention: Sonny P. Perez, PE; ([sperez@ghura.org](mailto:sperez@ghura.org))

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the Guam Housing and Urban Renewal Authority.

### REQUEST FOR RELEASE OF FUNDS

On or about October 05, 2023 the Guam Housing and Urban Renewal Authority (GHURA) will submit a request to the Director of the Office of Community Planning and Development, U.S. Department of Housing and Urban Development, Hawaii State Office-Pacific/Hawaii Region, for the release of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974, as amended, to undertake a project known as Acquisition and Rehabilitation of 4 Unit Complex.

| Project / Funding Source                         | Project Locations              | Budget Amount |
|--|--------------------------------|---------------|
| Acquisition and Rehabilitation of 4 Unit Complex | Route 7, Agana Height GU 96910 |               |
| HOME 2016 – M16-ST-66-0202                       |                                | \$148,903.97  |
| HOME 2017 – M17-ST-66-0202                       |                                | \$139,220.82  |
| CDBG 2020 – B20-ST-66-0001                       |                                | \$911,875.21  |

### FINDING OF NO SIGNIFICANT IMPACT

The GHURA has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at GHURA's Main Office, located at 117 Bien Venida Avenue, Sinajana, Guam and may be examined or copied weekdays 8:00a.m. to 5:00p.m.

### PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the GHURA's Main Office, Attention: Sonny P. Perez, Architectural and Engineering Division. All comments received by the 05<sup>th</sup> of October 2023 will be considered by GHURA prior to authorizing submission of a request for release of funds. Comments should specify which notice they are addressing.

### ENVIRONMENTAL CERTIFICATION

The Government of Guam certifies to the Director of the Office of Community Planning and Development, U.S. HUD, Hawaii State Office-Pacific/Hawaii Region that Lourdes Leon Guerrero in her capacity as Governor of Guam consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The U.S. HUD Hawaii State Office's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows GHURA to use Program funds.

### OBJECTIONS TO RELEASE OF FUNDS

The Office of Community Planning and Development, U.S. HUD Hawaii State Office-Pacific/Hawaii Region will accept objections to its release of fund and the Government of Guam's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Government of Guam; (b) Government of Guam has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of fund by U.S. HUD, Hawaii State Office-Pacific/Hawaii Region; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Mr. Mark Chandler, Director, Office of Community Planning and Development, U.S. Dept. of Housing and Urban Development, Hawaii State Office-Pacific/Hawaii 1132 Bishop Street, Suite 1400, Honolulu, HI 96813; (808) 457-4678. Potential objectors should contact the aforementioned office to verify the actual last day of the objection period.

Lou Leon Guerrero  
Governor of Guam

GHURA does not discriminate against persons with disabilities.  
The Chief Planner has been designated as Section 504 Coordinator.  
The Coordinator can be contacted at the above address and telephone numbers.



**FOR RENT**

**TAM 2BD/1BTH \$850.00 PM  
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CALL 671-646-0510/11**

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General Helpers  
Both Full-Time  
Call (671)646-5946*

**MCDONALD LAW OFFICE, LLC**

173 Aspinall Avenue, Suite 207A  
Hagåtña, Guam 96910  
Telephone: (671) 588-8866  
Facsimile: (671) 472-9616  
Email: guam@mcdonaldlaw.com

Attorneys for Petitioners Wayne Anthony Taitague  
And Johanna Marie Topasna Taitague

**IN THE SUPERIOR COURT OF GUAM****IN THE MATTER OF THE ESTATE****OF****BERNICE M. LEON GUERRERO,****Deceased,****BY****WAYNE ANTHONY TAITAGUE and****JOHANNA MARIE TOPASNA****TAITAGUE,****Petitioners.****PROBATE CASE NO. PR0142-23****NOTICE OF HEARING ON PETITION FOR LETTERS  
OF ADMINISTRATION AND PROBATE**

THIS NOTICE IS REQUIRED BY LAW. YOU ARE NOT  
REQUIRED TO APPEAR IN COURT UNLESS YOU DESIRE

1. NOTICE IS HEREBY GIVEN that WAYNE ANTHONY  
TAITAGUE and JOHANNA MARIE TOPASNA TAITAGUE has  
filed an Involuntary Petition for Letters of Administration  
and Probate.

2. A hearing on this Petition is set for September 26,  
2023 at 11:00 a.m. of the said date, in the courtroom at  
the Superior Court of Guam, Hagåtña, Guam.

**ZOOM INFO:**  
Meeting ID: 752 425 5848  
Passcode: JARB

**SOPHIA SANTOS DIAZ**

Clerk of Court/Superior Court of Guam

By: /s/ **YVONNE L. CRUZ**

**DEPUTY CLERK**

**JOB ANNOUNCEMENT****LEVIS/GUESS GUAM IS NOW HIRING**

BOOKKEEPER, OFFICE ASSISTANT,  
HANDYMAN, WAREHOUSE ASSISTANT  
PT/FT CALL 671-646-0510/11

**REGULAR  
MONTHLY  
BOARD MEETING**

Friday, September 22, 2023 at 3:00 PM in  
Terminal Conference Rooms 1 & 2 and by  
Videoconference and Live Streamed via GIAA  
website: [www.guamairport.com](http://www.guamairport.com) or  
<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

**AGENDA**

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
  - A. August 28, 2023 Regular Meeting
4. Correspondence – None
5. Old Business
  - A. Approval of Legal Services Invoice No. 81174
6. New Business
  - A. Approval of FY24 Insurance Renewal Program
  - B. Ratification of FAA Grant Agreement No. 3-66-0001-118-2023
    - Install Perimeter Fencing Required by 49 CFR 1542 – (AOA Main Access Security Gate)
  - C. Ratification of FAA Grant Agreement No. 3-66-0001-119-2023
    - Construct Cargo Apron & Taxiway (Design)
  - D. Board Appointment and Compensation - Comptroller
  - E. Approval of Board Resolution: GIAA's Bank Signatories
  - F. Approval of Legal Services Invoice No. 81081
7. Report of Executive Manager
  - A. Airport Updates
  - B. Announcements
8. Report of Comptroller
9. Executive Session
  - A. 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.  
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accommodations, auxiliary aids, or services.  
This ad is paid for by GIAA.

**CAR FOR SALE****2004 Lexus GX470**

Good Condition - \$7,500

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**SMC SECURITY****HIRING SECURITY OFFICERS****APPLY IN PERSON**

Please Call : 671-797-1606



**GUAM ECONOMIC DEVELOPMENT AUTHORITY**  
590 S. MARINE CORPS, DR. SUITE 511 ITC BLD TAMUNING, GUAM 96913  
TEL (671) 647-4332 FAX (671) 649-4146 [www.investguam.com](http://www.investguam.com)

**REQUEST FOR PROPOSALS NO. 23-002****INDEPENDENT FINANCIAL AUDIT OF THE ESTATE OF**

The Guam Economic Development Authority ("GEDA"), CEO/Administrator and the Public Auditor is soliciting proposals from a U.S. Certified Public Accountant Firm to audit the Guam Economic Development Authority fiscal years 2022, 2023, and 2024, subject to the availability and certification of the end of the fiscal year to fiscal year, and with an option to renew for one (1) additional fiscal year, with the audit of the Public Auditor. Required audit fees include a fee on the financial statements and fees on internal control and compliance.

Request for Proposal (RFP) packages may be obtained at the GEDA Office in Tamuning, Guam anytime from Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. The RFP may also be downloaded on the Guam Economic Development Authority's website at [www.investguam.com](http://www.investguam.com) and on the Office of Public Accountability's website at [www.oa.org](http://www.oa.org). Deadline for submission of all proposals is 2:00 p.m. Chamorro Standard Time (Guam Time), Friday, October 6, 2023. All proposals must be submitted to the attention of: Melanie Mendiola, GEDA Chief Executive Officer (CEO)/Administrator.

GEDA with the written approval of the Public Auditor, reserves the right to reject any or all proposals, solicit new proposals, waive minor informalities of legalities of award the Independent Auditor in whole or in part.

All questions regarding the proposal should be made in writing and directed to Antoine Leon at [info@investguam.com](mailto:info@investguam.com). Except to the persons named above, direct or indirect contact with the Guam Economic Development Authority, and the Office of Public Accountability Management or Staff, or board members, or any person assisting in the selection process is prohibited.

Funding for this ad was paid by GEDA General Fund.

/s/ **MELANIE MENDIOLA,**  
GUAM ECONOMIC DEVELOPMENT AUTHORITY CEO/ADMINISTRATOR



## Criminal Injuries Compensation Commission Public Meeting

Friday, September 22, 2023 at 2:00 p.m.  
Via Zoom Video Conference The public  
portion of this hearing can be viewed via  
YouTube Live Stream Link: [oagguam.org/live](https://oagguam.org/live).

**AGENDA**

- I. Call to Order and Quorum.
- II. Open Government Compliance.
- III. Approval of Minutes of April 28, 2023.
- IV. New Business
  - a. Report of Commissioner Mendiola re 2023 VOCA National Joint Training Conference.
  - b. Ratification of CICC 2016 Rules & Regulations
  - c. Public Law 40-37 review and FY 2024 CICC Appropriations
- V. Adjudication Cases. Closed hearing.
- VI. Adjournment.

**Guam Interagency Coordinating Council****NOTICE OF PUBLIC MEETING**

Email: [geis@gdoe.net](mailto:geis@gdoe.net)  
Website: [www.gdoe.net/geis](http://www.gdoe.net/geis)

DEPARTMENT OF EDUCATION  
Division of SPED  
Guam Early Intervention System

The GICC Council will hold its virtual quarterly meeting on Wednesday, September 27, 2023 2:30p.m-4:30pm. This meeting is open to the public via Zoom Video Conference. Anyone desiring to join the virtual meeting may enter the following link in the browser:

Meeting URL: <https://gdoe.zoom.us/j/99402686448?pwd=akVoK1VLNnpqZjZCRU1QWGRtaVMDz09>  
Meeting ID: 994 0268 6448 Passcode: 632564

- I. Roll Call
- II. Approval of Minutes
  - Quarterly Meeting- Wednesday July 19, 2023
- III. A. Old Business
  - a. Grant Award FFY2021 (F2294) funds expires September 30, 2023
    - Purchased items using approved funds
      - Purchase Order for Advertisements on ICC quarterly meetings
      - GEIS Brochures
      - Gas Coupons
      - GEIS Banners
      - Baby Teethers
      - Table Covers
      - Retractable Banner
      - Folding Tables
    - Remaining unspent funds reallocated to GEIS program to drawdown so expiring monies are not returned
  - b. Village Play Time Schedule- September 15 and 29, 2023
  - c. FFY 2022 Grant Award (2394)
    - Funds for ICC expires September 30, 2024
    - Suggestions for allocation of funds
- B. New Business
  - a. Pending Appointment of Parent Representatives for ICC- Currently with the Governor's office: Ms. Annette Cruz & Ms. Melissa Meno
    - Suggestions for recruitment
  - b. ICC Fiscal Committee- Members needed (at least 1 Parent)
  - c. Create an ICC Brochure w/color (development & production of brochure)
  - d. Appointment of new Chair and Vice-Chair
    - One position must be a Parent
  - e. State Performance Plan/Annual Performance Report (SPP/APR) due February 1st, 2024
    - Suggestions for dates for the Stakeholder meetings (Oct, Nov, Dec)
  - f. Teaching Strategies Gold- Training and implementation funded under PDG Grant
- C. Early Childhood Program Updates
 

|                            |                   |         |           |
|----------------------------|-------------------|---------|-----------|
| a. GEIS                    | b. ECSE Preschool | c. EHDI | d. DPH&SS |
| e. Public/Private Daycares | f. Head Start     | g. GMHA | h. EDIS   |
|                            |                   |         | i. GBHWC  |
- IV. Other discussions/announcements
  - Village Playtime & Family Learning Sessions
- V. Next Quarterly meeting date: TBD
- VI. Adjournment

Individuals requiring special accommodations or information may contact the G.E.I.S. at [geis@gdoe.net](mailto:geis@gdoe.net) or (671) 300-5776.

This advertisement was paid for with the 100% Federal Funds Part C Individual with Disabilities Education Act (IDEA) Special Education – CFDA #84.181A



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
Monday, August 28, 2023, 3:00 p.m.  
GIAA CONFERENCE ROOMS 1 & 2**

**1. CALL TO ORDER AND ATTENDANCE**

The August 28, 2023 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 Acting Chairman Sobti at 3:12 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

Gurvinder Sobti  
Doyon A. Morato  
Rosie R. Tainatongo  
Jesse G. Garcia

**Offices or positions:**

Acting Chairman

**Directors Absent:**

Brian J. Bamba (Excused)  
Donald I. Weakley (Excused)  
Lucy M. Alcorn (Excused)

Chairman  
Board Secretary

**GIAA Officials:**

John M. Quinata  
Artemio R. Hernandez, Ph.D.  
Jean M. Arriola  
Juan S.A. Reyes, A.C.E.  
Raymond Mantanona  
Rolenda Faasuamalie  
Audie Artero  
Debbie Ngacta  
Ken McDonald  
Joseph Javellana  
Jenielle Meno

Executive Manager  
Deputy Executive Manager  
Airport Services Manager  
Air Terminal Manager  
ARFF, Chief  
Marketing Administrator  
Engineering Supervisor  
General Accounting Supervisor  
Properties & Facilities Superintendent  
GIAA Property Management Office  
Procurement Office

William Brennan  
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel  
TMG, GIAA Consultant

Acting Chairman Sobti 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 announced that Management would like to make a recommendation to amend the agenda and table items 6D and 9B.

On motion duly made by Director Tainatongo, seconded by Director Garcia the following resolution was unanimously passed:

### **Resolution No. 23-48**

The Board hereby amends the agenda of the August 28, 2023 regular meeting, to table items 6D and 9B until the next regular Board meeting.

## **3. APPROVAL OF MINUTES**

### **A. July 28, 2023 - Regular Meeting**

On motion duly made by Director Garcia, seconded by Director Tainatongo, the following resolution was unanimously passed:

### **Resolution No. 23-49**

The Board hereby approves the minutes of the July 28, 2023 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. Approval of GIAA Operating Budget FY2024**

The first item requiring Board action was the approval of GIAA's Operating Budget for fiscal year 2024. The Board was provided the draft Budget for review. The Deputy Executive Manager provided a presentation via power point for the Board's information. A number of key points were summarized by Deputy Executive Manager Hernandez: Airline forecast for enplaned passengers for Fiscal Year 2023 Budget is 1.41M, from an actual of 914K in FY2023. Signatory Airline cost per enplanements (CP), was increased to \$28.63 from current CP of \$23.81. Total Airport Revenues are forecasted to increase from an estimated \$54M in Fiscal Year 2023 to \$74.6M in Fiscal Year 2024. Debt service coverage ratio is required by GIAA's Bond Indenture to be 1.25x. FY23 is estimated at 1.28x. For FY24 it is estimated at 1.81x. Operations and



Maintenance (O&M) expenses are projected to increase in FY24 to \$56.5M. 49% Contractual and 45% Personnel services, Materials and Supplies at 6%, Other operating expenses at 1%. The Deputy Executive Manager explained that an increase in passenger traffic, requires an increase in costs. The increase requested for Operations and Maintenance is \$5M, for items such as power, and insurance coverage. Brief discussion on Typhoon Mawar related damages and expenses then occurred.

Mr. Frank Santos gave a brief presentation on Capital Improvement Projects for Fiscal Year 2024. Mr. Santos updated the Board on fourteen (14) projects, totaling \$85.5M. Mr. Santos added that \$75.4M is federally funded, with \$10.1M from GIAA's CIP fund. Each project is subject to funding availability, and if federally funded under a grant the FAA is required to issue and execute the grant. Mr. Santos provided the projects and budget for each project in order of priority, beginning with the Terminal Roof Replacement, with a budgeted amount of \$29,036,742.00, \$26.1M of which is anticipated to be federally funded. Brief Discussion followed with the Acting Chairman asking for clarification regarding priorities. Mr. Santos replied that Projects 1-9 are federally funded, 90% FAA, 10% Airport. Projects 10-14 are subject to funding availability. Discussion moved to the Airport Master Plan, with the Deputy Executive Manager advising the Board there are short-, medium- and long-term- projects listed in the Master Plan, with a goal to get more of the short-term projects (1-5 years) completed.

Before moving to rates and charges, the Deputy Executive Manager advised that at the April Board Meeting, the Board approved the Pay Study completed by Alan Searle. The motion was to incorporate the pay scale into the FY2024 budget, and to be effective no earlier than October 1, 2023. Discussion ensued regarding implementation of the pay study as the Airport continues to recover from COVID-19 and Typhoon Mawar. The Deputy Executive manager announced that the pay adjustments for employees will be effective as of January 2024, and that this was also a factor with regard to the increase of the O&M budget of \$5M.

The Deputy Executive Manager advised the Board that FY2023 proposed rates and charges were also provided in the Board's packet as an attachment to the budget for the Board's consideration, and gave a brief presentation on the same.

After further discussion, on motion duly made by Director Morato, seconded by Director Garcia, the following resolution was unanimously approved:

**Resolution No. 23-50**

The Board hereby approves the Operating Budget for Fiscal Year 2024, and Airport Tariff Schedule for Fiscal Year 2023, as presented, subject to adjustments with thirty (30) days' notice.

- B. Approval of Award for Grounds Maintenance Services – Non Secured Areas – IFB No. GIAA-005-FY23**

The next item on the agenda was the approval of the bid award for Approval of Award for Grounds Maintenance Services – Non Secured Areas under Invitation for Bid No. IFB-005-FY23.

The Deputy Executive Manager provided background information to the Board on the referenced IFB. Twelve (12) firms and/or individuals purchased or downloaded the bid package and two (2) firms submitted a bid before the submission deadline. As required by Guam Procurement Regulations, the bids were publicly opened and read aloud by GIAA procurement staff in the presence of the bidder. The result of the bid price submittals are as follows in the order they were received and opened:

| <b>Bidder: SHIBY Inc., dba Guahan Clean Master1</b> |   |                     |
|---|---|---------------------|
| <b>Service Area</b>                                 | <b>Frequency of Services</b>  | <b>Bid Amount</b>   |
| <b>Area 2<br/>(Non-Secured Areas)</b>               | A) 12 months - 1 service per month                                  | \$397,805.52        |
|   | B) 6 months - 1 additional services per month (during rainy season) | \$198,902.76        |
| <b>Total Area: +/-<br/>338.27 areas</b>             | <b>Total Bid Amount (A+B=C)</b>                                     |                     |
|   | <b>Total Cuts per year<br/>Total 18</b>                             | <b>\$596,708.28</b> |
| <b>Bidder: Proferre, Inc.</b>                       |   |                     |
| <b>Service Area</b>                                 | <b>Frequency of Services</b>  | <b>Bid Amount</b>   |
| <b>Area 2<br/>(Non-Secured Areas)</b>               | A) 12 months - 1 service per month                                  | \$228,178.00        |
|   | B) 6 months - 1 additional services per month (during rainy season) | \$117,510.00        |
| <b>Total Area: +/-<br/>338.27 areas</b>             | <b>Total Bid Amount (A+B=C)</b>                                     |                     |
|   | <b>Total Cuts per year<br/>Total 18</b>                             | <b>\$345,688.00</b> |

Pursuant to Section 13 of the Instructions to Bidders, the contract is to be awarded as soon as possible to the responsible bidder with the lowest Total Bid Price and provided the bid is reasonable and is in the best interest of GIAA to accept it.

To determine the responsiveness of bidders, the bid package specified the required equipment, experience and required documents that bidders must submit with their bid packages.

The attached abstract illustrates the inventory of required documents and the bidder's submittal. SHIBY, Inc. dba Guahan Clean Master1: The bidder submitted a copy of their applicable license. The Bidder's Qualification Statement form included a list of equipment and projects within the last five years similar to the services solicited with resumes attached. All other required documents were complete and in conformance with the Invitation for Bid. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.



Proferre, Inc.: The bidder submitted a copy of their applicable license. The Bidder's Qualification Statement form included a list of equipment and projects within the last five years similar to the services solicited with resumes attached. All other required documents were complete and in conformance with the Invitation for Bid. Their bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

The lowest Total Bid was submitted by Proferre, Inc. in the amount of \$345,688.00 per year. Funding for this contract is available under the Properties & Facilities Division O&M Budget.

Management recommends the contract award in the amount of \$345,688.00 per year for the GIAA Non-Secured Areas to Proferre, Inc., who has been determined to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Law and Regulations. The contract term for this bid is for an initial term of one (1) year and may be renewed at GIAA's sole option, not to exceed the total potential contract term of up to three (3) years subject to the availability of funds.

After further discussion, on motion duly made by Director Morato, seconded by Director Tainatongo, the following resolution was unanimously approved:

**Resolution No. 23-51**

The Board hereby approves the bid award for Grounds Maintenance Services – Non Secured Areas under Invitation for Bid No. IFB-005-FY23 to Proferre, Inc. in the amount of \$345,688.00, as recommended by Management, subject to review by Legal Counsel.

- C. Ratification of FAA Grant Agreement No. 3-66-0001-117-2023 – Construct Aircraft Rescue and Fire Fighting Building

Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement No. 3-66-0001-117-2023, Construct Aircraft Rescue and Fire Fighting Building for ratification by the Board. Mr. Santos advised the Board that the facility is operational and that the Grant Agreement is strictly a reimbursement from the FAA to the Airport. The amount of the Grant is \$2,553,486.00, 90% FAA share and 10% Airport. The Agreement was executed on August 4, 2023.

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

**Resolution No. 22-52**

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-117-2023, Construct Aircraft Rescue and Fire Fighting Building in the amount of \$2,553,486.00.

- D. Approval of Legal Services Invoice No. 81174 – *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 Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

## **8. REPORT OF THE COMPTROLLER**

At this time Deputy Executive Manager Hernandez gave a brief update on GIAA's audit. The FY2022 Audit was released on August 25, 2023 by the OPA. At the July Board meeting Ernst & Young, LLP, GIAA's Auditor presented the outcome of the Audit to the Board, which was a clean audit. The Deputy Executive Manager announced that there were slight adjustments to Airports numbers, however nothing significant that would change the outcome of the Audit. GIAA was the 5<sup>th</sup> agency to get their Audit out this year. The Government-wide audit is yet to be released.

## **9. EXECUTIVE SESSION**

Upon written recommendation of Counsel, on motion duly made by Director Garcia, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 4:37 p.m.

### **A. CV0441-23 A.B. Won Pat International Airport Authority, Guam v. Micronesian Aviation Systems, Inc.**

The Board convened into Executive Session at 4:45 p.m. to discuss CV0441-23 A.B. Won Pat International Airport Authority, Guam v. Micronesian Aviation Systems, Inc. Attending Executive Session were Directors Sobti, Morato, Tainatongo, Garcia, Executive Manager Quinata, and Legal Counsel, William Brennan. Also present was the court reporter who will prepare a transcript of the Executive Session. Executive Session ended at 4:56 p.m.

### **B. DFS Guam L.P. related litigation to which GIAA is or may be a party – *TABLED***

All Board members present in the conference room. Motion to return to regular session duly made by Director Morato, seconded by Director Tainatongo; motion unanimously passed. Regular Session began at 4:56 p.m.

Based on discussion during Executive Session, there were matters requiring Board action.

After further discussion, on motion duly made by Director Garcia, seconded by Director Tainatongo, the following resolution was unanimously approved:



**Resolution No. 23-53**

The Board hereby authorizes Management to have settlement authority over the claims raised in CV0441-23, GIAA vs. Micronesian Aviation Systems, Inc. and to take all actions Management deems appropriate to recover possession of the premises subject to such litigation, to settle any claims subject to such litigation, and to satisfy any judgement entered in said matter.

After further discussion, on motion duly made by Director Garcia, seconded by Director Morato, the following resolution was unanimously approved:

**Resolution No. 23-54**

The Board hereby authorizes the Complaint in CV0441-23, without Exhibits, to be made a part of the Board Packet to be posted on GIAA's website for this meeting and for other purposes, and that GIAA maintain the Complaint with Exhibits as part of the physical file for this meeting.

**10. PUBLIC COMMENTS**

There were no Public Comments.

**11. ADJOURNMENT**

Motion to adjourn duly made by Director Garcia, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 5:01 p.m.

Dated this \_\_\_\_\_, day of \_\_\_\_\_, 2023.

Attest:

\_\_\_\_\_  
Brian J. Bamba  
Chairman

\_\_\_\_\_  
Donald I. Weakley  
Board Secretary

Prepared and Submitted By:

\_\_\_\_\_  
Amanda O'Brien  
Corresponding Secretary

**GIAA BOARD OF DIRECTORS  
Executive Summary  
Regular Board Meeting  
September 22, 2023**

**GENERAL AIRPORT INSURANCE – RENEWAL FOR FISCAL YEAR 2024**

**INTRODUCTION**

The A.3. Won Pat International Airport Authority, Guam as required by the GIAA Bond Indenture is required to carry an adequate amount of insurance coverage to protect the Authority, its officers and bondholders. The Airport Insurance Program covers general airport operations and was developed by GIAA with the assistance of its Insurance Consultant. The Insurance Program includes six (6) policies: Property Insurance including Catastrophe; Airport Operators Liability; Directors & Officers Liability; Workman's Compensation; Automobile Insurance; and Crime Insurance, all of which are described in detail below.

**CONVENTIONAL INSURANCE COVERAGE**

The General Airport Insurance is provided to protect GIAA from potential losses resulting from its operations. Listed below are the types of insurance and coverage provided and described in the Premium Comparison and Markets & Underwriters indications attached:

|   |   |
|---|---|
| Property Insurance<br>Including Catastrophe | Blanket coverage for All risks of direct and physical loss or damage to all Real and Personal Property. Renewal of coverage includes limit of \$200M with \$450,000 deductible and B&M sub-limit of \$5M.<br><br>Catastrophe insurance: Windstorm, Typhoon & Earthquake.<br><br>Renewal of coverages includes sub-limit of \$5M with \$5M deductible. |
| Option                                      | Coverage for fire and All risks including Flood and Tidal Wave; excluding Windstorm.  |
| Airport Operators Liability                 | Legal liability coverage against claims from members of the general public (third parties) arising from operations at the Airport or elsewhere in the course of the Airports business.<br><br>Renewal of coverage includes limit of \$500M with Personal Injury limit of \$25M and \$75,000 deductible for Property Damage.                           |

|                            |   |
|----------------------------|---|
| Directors & Officers Liab. | <p>Coverage for GIAA's Directors &amp; Officers for loss in which the parties become legally obligated to pay for a Wrongful Act. Includes Employment Practices Liability (EPL) that provides coverage for loss in which the GIAA becomes legally obligated to pay for employee's or former employee's claim for Wrongful Termination, Unfair Dismissal, Harassment, Discrimination, Emotional Distress, Invasion of Privacy, Failure to Employ or Promote, Wrongful discipline, etc.</p> <p>Renewal of coverage includes limit of \$4M with EPL sub-limit of \$1M and no deductible.</p>   |
| Workman's Compensation     | <p>Coverage for costs and benefits for job related injuries sustained by GIAA employees.</p> <p>Renewal of coverage includes P.L. 80 Statutory Benefits, Employers Liability limit of \$1M with no deductible.</p>  |
| Automobile Insurance       | <p>Coverage provides for bodily injury and property damage to third parties arising from the use of owned, non-owned or hired vehicles. Coverage has no Aviation Risk Exclusion clause. Coverage on comprehensive, collision &amp; typhoon on all vehicles with a current market value of \$10,000 or more.</p> <p>Renewal of coverage includes combined single limit of \$2M for bodily injury and property damage liability. Comprehensive &amp; Collision on all vehicles covers actual cash value with deductible of \$1,000.</p>   |
| Crime Insurance            | <p>Employee Dishonesty - Coverage provides indemnity to the Authority for the loss of money or other property through the fraudulent or dishonest acts committed by employees. Renewal of coverage includes limit of \$1M with \$50,000 deductible.</p> <p>Money &amp; Securities - Coverage provides indemnity for loss or destruction of money, securities or negotiable instruments inside the premises and off premises. Coverage sustained from accepting counterfeit money orders or currency.</p> <p>Renewal of coverage includes limit of \$100,000 for Loss inside of premises, \$100,000 for Loss outside premises and \$100,000 for Counterfeit Paper Currency. Deductible is \$10,000 for each occurrence for Premises, Transit, and Offices &amp; \$50,000 for Counterfeit paper.</p> <p>Depositors Forgery – Coverage provides indemnity for loss of money as a result of forgery or alteration of or in any check,</p> |



draft, promissory note, bill of exchange or similar written promise made or drawn from the account.

Renewal of coverage includes limit of \$100,000 with \$50,000 deductible.

Computer Fraud – Coverage provides loss resulting directly from fraudulent acts involving electronic data or computer systems.

Renewal of coverage includes limit of \$100,000 with \$50,000 deductible.

Cyber Liability

No Quote.

### **RECOMMENDATION**

The appended schedule illustrates the recommended program for FY2024. Management recommends the Board accept all quotes as provided for the FY2024 insurance program as appended except for property coverage. With regard to property coverage, it is recommended the Board delegate management the authority to work with the insurance consultant and broker to approach underwriters for all risk catastrophic and non-catastrophic coverage; alternate property coverage; and with a cap of \$1,705,263.00 before the end of the Fiscal Year 2024.

The insurance premium costs are budgeted under Property Management Division (PMO) budget for FY2024. Although this year's premium exceeds the line item FY2024 budget for insurance, we will program funds within the PMO and Administration budget for FY2024 to cover this expenditure.

**A.B. WON PAT**  
**INTERNATIONAL AIRPORT AUTHORITY, GUAM**  
**PREMIUM COMPARISON**  
**FY2023 - FY2024**

| POLICY                                    | FY2023                | FY2024   | PREMIUM<br>DIFFERENCE | (%)<br>PERCENT |
|---|-----------------------|--|-----------------------|----------------|
| Property<br>(Including Catastrophe Cover) | \$866,745.00          | \$1,378,947.00<br><i>Excl. Typh &amp; Equake</i> | \$512,202.00          | 59.095%        |
| Airport Operators Liability               | \$204,000.00          | \$263,160.00                                     | \$59,160.00           | 29.000%        |
| Directors & Officers                      | \$31,212.00           | \$61,200.00                                      | \$29,988.00           | 96.078%        |
| Workers Compensation                      | \$209,838.00          | \$256,882.58                                     | \$47,044.58           | 22.419%        |
| Automobile Insurance                      | \$35,973.31           | \$31,368.95                                      | (\$4,604.36)          | -12.799%       |
| Crime Insurance                           | \$4,860.00            | \$7,050.00                                       | \$2,190.00            | 45.062%        |
| Cyber Liability                           | No Quote              |  |                       |                |
| <b>TOTAL:</b>                             | <b>\$1,352,628.31</b> | <b>\$1,998,608.53</b>                            | <b>\$645,980.22</b>   | <b>48%</b>     |

**A.B. WON PAT INT'L AIRPORT AUTHORITY, GUAM  
FY2024 INSURANCE QUOTES**

| POLICY DESCRIPTION   | CURRENT INSURER      | COVERAGE                                 | FY2023 PREMIUM | FY2024 QUOTES   |   |  |
|--|----------------------|--|----------------|---|---|--|
|  |                      |  |                | MOYLAN'S  | LONDON  | CALVO'S  |
| <b>PROPERTY COVERAGE</b><br>(All Risk incl Windstorm, Typhoon & Earthquake)<br><br>FY2023 Property & Equipment Value - \$482,597,709<br>FY2024 Property & Equipment Value - \$472,172,457<br>Decrease: (\$10,425,252)<br><br><b>SUBLIMITS</b><br>Windstorm, Typhoon & Earthquake Shock \$5,000,000<br>Mold Coverage: \$750,000<br>Property In Transit \$250,000<br>Valuable Papers \$1,000,000<br>Automatic Acquisition \$1,000,000<br>Debris Removal \$1,000,000<br>Boiler Explosion & Machinery Breakdown \$5,000,000<br><br><b>DEDUCTIBLE</b><br>All Perils - Each and every Loss including Tidal Wave, Flood & Boiler & Machinery \$450,000<br>Windstorm, Typhoon & Earthquake Shock \$5,000,000<br>Business Interruption 72 Hours | Calvo's (AIG)        | \$200,000,000                            | \$866,745.00   | PENDING   | <b>\$1,850,000</b><br>Primary \$25Mil - \$1,350,000 (Firm Quote)<br>Excess \$175Mil - \$500,000 (Indication)<br><br><b>OPTION 2 - All Risk Incl Earthquake Excl Typhoon &amp; Flood</b><br><b>\$1,000,000</b><br>Primary \$25Mil - \$500,000 (Firm Quote)<br>Excess \$175Mil - \$500,000 (Indication)<br><br><b>OPTION 3 - All Risk Excluding Cat Cover</b><br><b>\$850,000</b><br>Primary \$25Mil - \$350,000 (Firm Quote)<br>Excess \$175Mil - \$500,000 (Indication) | <b>\$1,705,263</b><br><br><b>OPTION 2 - All Risk Incl Earthquake Excl Typhoon &amp; Flood</b><br><b>NO QUOTE</b><br><br><b>OPTION 3 - All Risk Excluding Cat Cover</b><br><b>NO QUOTE</b><br><br><b>OPTION 4 - All Risk Incl Flood &amp; Tidal Wave Excluding Earthquake &amp; Typhoon</b><br><b>\$1,378,947</b> |
| <b>AIRPORT OPERATORS LIABILITY</b><br><br>Personal Injury Limit (in the aggregate) \$25,000,000<br><br><b>DEDUCTIBLE</b><br>Property Damage \$75,000<br><br>War & Terrorism Excluded<br><br><b>POLICY ENHANCEMENTS</b><br>Contingent Contractors Legal Liability \$250,000<br>AVN52G War Buy-Back \$150,000,000  | Calvo's (AIG)        | \$500,000,000                            | \$204,000.00   | NO QUOTE  | \$351,351.35  | \$263,160  |
| <b>DIRECTORS &amp; OFFICERS LIABILITY</b><br>Employment Practices Liability Sublimit \$4,000,000<br>\$1,000,000<br><br>Entity Coverage<br><br><b>REQUIRED CONDITIONS:</b><br>Continuity Date: Pending & Prior Litigation and Pollution Claims (Oct. 1, 1992) and Employ. Practices Liability (Oct. 1, 2007)  | Moylan's (DB)        | \$4,000,000                              | \$31,212.00    | <b>\$61,200</b><br>(1-Year)<br><br><b>\$55,080</b><br>(3-Year, Billed Annually)         | NO QUOTE  | NO QUOTE   |
| <b>WORKMENS COMPENSATION</b><br><br>Coverage is extended to apply in respect of Executive Officers of the Authority  | Nanbo (Tokio Marine) | PL80 Stat. Benefits.<br>\$1,000,000 E.L. | \$209,838.00   | <b>\$256,882.58</b><br>(1-Year)<br><br><b>\$231,194.32</b><br>(3-Year, Billed Annually) | NO QUOTE  | NO QUOTE   |

Note: This is a summary only. Please refer to policy for complete terms conditions.



**A.B. WON PAT INT'L AIRPORT AUTHORITY, GUAM  
FY2024 INSURANCE QUOTES**

| POLICY<br>DESCRIPTION   | CURRENT<br>INSURER | COVERAGE   | FY2023<br>PREMIUM  | FY2024 QUOTES                                   |                 |                 |
|---|--------------------|--|--------------------|---|-----------------|-----------------|
|   |                    |  |                    | MOYLAN'S  | LONDON          | CALVO'S         |
| <b>AUTOMOBILE</b>   | Moylan's<br>(DB)   |  | \$35,973.31        | <b>\$31,368.95</b><br>(1-Year)                  |                 | <b>NO QUOTE</b> |
| <b>COVERAGE LIMITS</b><br>A. Bodily Injury & Property Damage Liability<br>B. Comprehensive & Collision Incl Typhoon<br>C. Medical Payments - each person  |                    | \$2,000,000<br>Actual Cash Value<br>\$1,000  |                    | <b>\$28,232.05</b><br>(3-Year, Billed Annually) |                 |                 |
| <b>DEDUCTIBLE</b><br>\$1,000 - Comprehensive, Collision & Typhoon<br><br>FY2023: 78 Vehicles<br>FY2024: 75 Vehicles   |                    |  |                    |   |                 |                 |
| <b>CRIME</b>  | Moylan's<br>(DB)   |  | \$4,860.00         | <b>\$7,050</b><br>(1-Year)                      |                 | <b>NO QUOTE</b> |
| <b>COVERAGE LIMITS</b><br>A. Aggregate<br>B. Employee Dishonesty Coverage<br>C. Money & Securities Loss Inside<br>Money & Securities Loss Outside<br>D. Money Orders and Counterfeit currency<br>E. Depositors Forgery<br>F. Cheque Forgery<br>G. Third Party Computer & Funds Transfer Fraud<br>H. Cost  |                    | \$1,000,000<br>\$1,000,000<br>\$100,000<br>\$100,000<br>\$100,000<br>\$100,000<br>\$100,000<br>\$100,000 |                    | <b>\$6,345</b><br>(3-Year, Billed Annually)     |                 |                 |
| <b>DEDUCTIBLE</b><br>\$50,000 each & every loss EXCEPT loss inside/outside the premises at \$10,000 each occurrence   |                    |  |                    |   |                 |                 |
| <b>REQUIRED CONDITIONS:</b><br>Retroactive dates 10/01/2004 iro Employee Dishonesty in excess of \$500,000 and 10/01/2003 iro all other coverages.  |                    |  |                    |   |                 |                 |
| <b>CYBER LIABILITY</b>  |                    |  | <b>NO QUOTE</b>    | <b>NO QUOTE</b>                                 | <b>NO QUOTE</b> | <b>NO QUOTE</b> |
| <b>COVERAGE LIMITS:</b><br>A. Network Security & Privacy Liability<br>B. Breach Notification Costs<br>C. Internet Media Liability<br>D. Cyber Crime/Extortion<br>E. Data Restoration<br>F. Cyber Business Interruption<br>G. Miscellaneous Professional Liability<br>H. Technology Professional Liability |                    | \$3, 5 & 10MM  |                    |   |                 |                 |
| <b>TOTAL FY2023 PREMIUM :</b>   |                    |  | <b>\$1,352,628</b> |   |                 |                 |

Note: This is a summary only. Please refer to policy for complete terms conditions.

**A.B. Won Pat International Airport Authority, Guam**  
**FY2024**  
**MARKETS & UNDERWRITERS**

| GENERAL AGENT       | CARRIER               | BEST RATING/<br>FINANCIAL STRENGTH | PROPERTY  | AIRPORT LIABILITY | WORKERS COMP                                     | DIRECTORS & OFFICERS                     | EPL      | COMMERCIAL AUTO                                | CYBER    | CRIME                                  |
|---------------------|-----------------------|------------------------------------|---|-------------------|--|--|----------|--|----------|--|
| CENTURY             | Century               | B++ / V                            | Carrier does not meet financial rating required by Insurance Specifications.      |                   |  |  |          |  |          |  |
| CALVO'S             | National Union        | A / XV                             | See Attached Insurance Quote  | \$286,160         | No Quote   | No Quote                                 | No Quote | No Quote                                       | No Quote | No Quote                               |
| CASSIDY'S           | Pacific Indemnity     | A- / VI                            | Carrier does not meet financial rating required by Insurance Specifications.      |                   |  |  |          |  |          |  |
| GNIU                | Chung Kuo             | A- (S&P)                           | Carrier does not meet financial rating required by Insurance Specifications.      |                   |  |  |          |  |          |  |
| MOYLAN'S            | DB                    | A / XV                             | No Quote  | No Quote          | 1-Year<br>\$256,882.58<br>3-Year<br>\$231,194.32 | 1-Year<br>\$61,200<br>3-Year<br>\$55,080 | Included | 1-Year<br>\$31,368.95<br>3-Year<br>\$28,232.05 | No Quote | 1-Year<br>\$7,050<br>3-Year<br>\$6,345 |
| MOYLAN'S            | First Net             | B++ / V                            | Carrier does not meet financial rating required by Insurance Specifications.      |                   |  |  |          |  |          |  |
| NANBO               | Tokio Marine          | A++ / XV                           | Carrier unable to provide a quote at this time, due to underwriting restrictions. |                   |  |  |          |  |          |  |
| AXIS                | Perfuto International | Not Rated                          | Carrier does not meet financial rating required by Insurance Specifications.      |                   |  |  |          |  |          |  |
| STAYWELL            | Island Insurance Co.  | Not Rated                          | Carrier does not meet financial rating required by Insurance Specifications.      |                   |  |  |          |  |          |  |
| HARMAN KEMP         | Lloyds of London      | A+ / XV                            | See Attached Insurance Quote  | \$351,351         | No Quote   | No Quote                                 | No Quote | No Quote                                       | No Quote | No Quote                               |
| TAKAGI & ASSOCIATES | Aioi                  | A+ / XV                            | Carrier declined to quote due to underwriting restrictions on airport risks.      |                   |  |  |          |  |          |  |

**NOTE(S):**

18 Aug 2023-Transmitted Specs to all qualifying carriers; 20 Sept 2023-Quotes due from all carriers



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

|                          |   |
|--------------------------|---|
| Federal Award Offer Date | <u>August 29, 2023</u>                                    |
| Airport/Planning Area    | <u>Guam International Airport</u>                         |
| FY2023 AIP Grant Number  | <u>3-66-0001-118-2023</u>                                 |
| Unique Entity Identifier | <u>CBDXKNH7L5H9</u>                                       |
| TO:                      | <u>A.B. Won Pat International Airport Authority, Guam</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 August 10, 2023, for a grant of Federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Guam International Airport (herein called the "Project") consisting of the following:

Install Perimeter Fencing required by 49 CFR 1542 - (AOA Main Access Security Gate)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated



Appropriations Act, 2023 (Public Law 117-328); 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 ninety (90) 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 \$1,200,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
 \$ 0 for planning;  
 \$ 1,200,000 airport development or noise program implementation; and,  
 \$ 0 for land acquisition.

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

- a. Period of Performance:

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

- b. Budget Period:

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

## c. Close Out and Termination

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 of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 28, 2023, 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/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **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. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant 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.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the 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 the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

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

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –



- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
  - ii. 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 Grant Condition through conduct that is either –
    - a) Associated with performance under this Grant; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. 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.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant 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.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:



- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 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.
24. **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.
25. **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.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. 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.
  - 3. 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).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

**SPECIAL CONDITIONS**

28. **Airport Layout Plan**. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
29. **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.

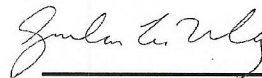


The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual 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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

Gordon K Wong

*(Typed Name)*

Manager, Honolulu Airports District Office

*(Title of FAA Official)*

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



## Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 30, 2023

A.B. Won Pat International Airport Authority,  
Guam

*(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)*

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Anita 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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at August 30, 2023

By: Anita P. Arriola  
(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

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

#### **B. Duration and Applicability.**

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

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



## 1. General Federal Requirements

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

### FEDERAL LEGISLATION

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 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, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).



- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- 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.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### **FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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#### **SPECIFIC ASSURANCES**

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



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

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

**b. Private Sponsor:**

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

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

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

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

#### **7. Consideration of Local Interest.**

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

#### **8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance-Management.**

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

**12. Terminal Development Prerequisites.**

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

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

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



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

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.



- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

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

#### **20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

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



- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

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

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

### **24. Fee and Rental Structure.**

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

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the



revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

## **26. Reports and Inspections.**

It will:

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

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

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

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

#### **28. Land for Federal Facilities.**

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

#### **29. Airport Layout Plan.**

- a. 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is



to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(A.B. Won Pat International Airport Authority, Guam)**, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

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

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.



- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

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

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 10, 2023.

### **35. Relocation and Real Property Acquisition.**

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

### **36. Access By Intercity Buses.**

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



**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

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

**39. Competitive Access.**

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



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

|                          |   |
|--------------------------|---|
| Federal Award Offer Date | September 7, 2023   |
| Airport/Planning Area    | Guam International Airport  |
| FY2023 AIP Grant Number  | 3-66-0001-119-2023  |
| Unique Entity Identifier | CBDXKNH7L5H9  |
| TO:                      | A.B. Won Pat International Airport Authority, Guam<br>(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 August 10, 2023, for a grant of Federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Guam International Airport (herein called the "Project") consisting of the following:

Construct Cargo Apron & Taxiway (Design)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); 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 ninety (90) 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 \$574,901.

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;  
 \$ 574,901 airport development or noise program implementation; and,  
 \$ 0 for land acquisition.

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

- a. Period of Performance:

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

- b. Budget Period:

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



c. Close Out and Termination

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 of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2023, 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/content/entity-registration>.

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

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **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. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant 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.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the 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 the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

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

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
  - ii. 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 Grant Condition through conduct that is either –
    - a) Associated with performance under this Grant; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. 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.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant 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.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:



- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 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.
- 24. **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.
- 25. **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.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. 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.
  - 3. 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).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

### SPECIAL CONDITIONS

- 28. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the

FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

29. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - i. Inspection date;



- ii. Location;
  - iii. Distress types; and
  - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

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

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  - 4. Qualifications of engineering supervision and construction inspection personnel;
  - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.



- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
31. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
32. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
33. **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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Carlos H. Salas*

Carlos H. Salas (Sep 7, 2023 07:46 HST)

(Signature)

Carlos H. Salas

(Typed Name)

Acting Manager, Airports District Office

(Title of FAA Official)

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

## Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 8, 2023

A.B. Won Pat International Airport Authority,  
Guam

*(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)*

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



**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Anita 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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at September 8, 2023

By: Anita P. Arriola  
(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

##### 3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

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



## 1. General Federal Requirements

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

### FEDERAL LEGISLATION

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 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, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).



- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- 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.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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



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

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

**b. Private Sponsor:**

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

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

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

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

#### **7. Consideration of Local Interest.**

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

#### **8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance-Management.**

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

**12. Terminal Development Prerequisites.**

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

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

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



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

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.



- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

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

#### **20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

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



- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

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

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

### **24. Fee and Rental Structure.**

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

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the



revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

## **26. Reports and Inspections.**

It will:

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

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

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

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

#### **28. Land for Federal Facilities.**

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

#### **29. Airport Layout Plan.**

- a. 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is



to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(A.B. Won Pat International Airport Authority, Guam)**, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.



- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

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

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 10, 2023.

### **35. Relocation and Real Property Acquisition.**

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

### **36. Access By Intercity Buses.**

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



**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

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

**39. Competitive Access.**

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

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
BOARD OF DIRECTORS RESOLUTION NO. 23-\_\_**

**RELATIVE TO AUTHORIZING SIGNATORIES ON  
ANTONIO B. WON PAT INTERNATIONAL AIRPORT  
AUTHORITY, GUAM'S BANK ACCOUNTS**

**WHEREAS**, the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA") has several bank accounts and desires to designate the individuals authorized to execute checks, drafts, or other orders for and on behalf of GIAA.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of GIAA hereby designates two of the following individuals together to execute checks, drafts, or other orders for and on behalf of GIAA:

1. John M. Quinata, Executive Manager;
2. Artemio R. A. Hernandez, Deputy Executive Manager
3. Brian J. Bamba, Chairman of the Board;
4. Gurvinder Sobti, Vice Chairman of the Board;
5. Dafne Mansapit-Shimizu, Comptroller
6. Jean M. Arriola, Airport Services Manager
7. Danielle E. Camacho, General Accounting Supervisor
8. Debbie C. M. Ngata, General Accounting Supervisor

**BE IT RESOLVED FURTHER**, that one of the two signatories must include any one of the following: the Chairman, the Vice Chairman, the Executive Manager, the Deputy Executive Manager, the Comptroller or General Accounting Supervisor D.E. Camacho or General Accounting Supervisor D.C.M. Ngata.

**BE IT RESOLVED FURTHER**, that the authority of the above-designated individuals to execute checks, drafts, or other orders for and on behalf of GIAA shall be limited only to authorized expenditures of GIAA and as is consistent with the execution of their respective duties, statutory or otherwise, as officers or directors of GIAA.

**BE IT RESOLVED FURTHER**, that the designation of the above-named individuals supersedes all prior designations by the Board of Directors of GIAA on file at all banking institutions at which GIAA maintains its accounts.

**DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE SEPTEMBER 22, 2023 REGULAR BOARD MEETING.**

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**BRIAN J. BAMBA, Chairman**

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**GURVINDER SOBTI, Vice Chairman**

Board Resolution No. 23-\_\_  
Relative to Authorizing Signatories  
On GIAA Bank Accounts  
September 22, 2023 Regular Board Meeting

\_\_\_\_\_  
**DONALD I. WEAKLEY, Board Secretary**

\_\_\_\_\_  
**LUCY M. ALCORN**

\_\_\_\_\_  
**DOYON A. MORATO**

\_\_\_\_\_  
**ROSIE R. TAINATONGO**

\_\_\_\_\_  
**JESSE G. GARCIA**

**ATTEST:**

\_\_\_\_\_  
**DONALD I. WEAKLEY, Board Secretary**



# EXECUTIVE MANAGER'S REPORT

## GIAA BOARD OF DIRECTORS MEETING

September 22, 2023

### AIRLINE UPDATES

The Guam International Airport Passenger Flight Network is provided for your reference. Seven passenger airlines and one commuter airline provide direct service to 12 destinations.

### PASSENGER FLIGHT NETWORK: OCTOBER 2023

| AIRLINE         | ROUTE | FLIGHT # | OPERATING DAYS (ORIGINATING GUAM)                           |
|-----------------|-------|----------|---|
| United Airlines | HNL   | UA200    | Daily   |
|                 |       | UA196    | Daily   |
|                 | NRT   | UA828    | Tue, Thu, Sat, Sun  |
|                 |       | UA873    | Daily   |
|                 |       | UA864    | Daily   |
|                 | SPN   | UA174    | Daily   |
|                 | MNL   | UA183    | Daily   |
|                 | KIX   | UA151    | Oct 1-8: Mon, Wed, Thu, Fri<br>Oct 9-28: Mon, Wed, Fri, Sun |
|                 |       | UA177    | Oct 3-8: Tue & Thurs<br>Oct 10-28: Tues, Thurs & Sun        |
|                 | FIK   | UA165    | Tue, Fri, Sun   |
|                 | NGO   | UA137    | Oct 4-28: Wed, Thu, Fri, Sat; Eff<br>Oct. 29-Mon Tues, Sun  |
|                 |       | UA171    | Eff Oct. 29: Mon, Tue, Sun                                  |
|                 | ROK   | UA157    | Mon, Thurs, Sun   |
|                 |       | UA193    | Tue, Fri  |
|                 | TKK   | UA133    | Wed, Sun  |
|                 |       | UA155    | Mon, Fri  |
|                 | PNI   | UA176    | Saturday  |
|                 | Yap   | UA185    | Tue and Sat   |

| AIRLINE             | ROUTE | FLIGHT # | OPERATING DAYS (ORIGINATING GUAM)      |
|---------------------|-------|----------|--|
| Jeu Airlines        | ICN   | 7C3101   | Daily                                  |
|                     |       | 7C3105   | Daily                                  |
|                     | NRT   | 7C1181   | Daily                                  |
| Korean Air          | ICN   | KE422    | Daily                                  |
|                     |       | KE424    | Daily                                  |
| Jin Air             | ICN   | LJ641    | Daily                                  |
|                     | ICN   | LJ644    | Daily Oct 10-23 & Oct 25-28            |
|                     | PUS   | LJ648    | Daily                                  |
| Japan Airlines      | NRT   | JL942    | Tue, Thurs, Sat & Sun                  |
| Philippine Airlines | MNL   | PR111    | Daily                                  |
| T'Way Airlines      | ICN   | TW302    | Daily effective Sept. 27-<br>October 9 |
|                     |       | TW304    | Daily                                  |
| Star Marianas       | ROP   | 4301     | Mon, Tue, Wed, Thu, Fri                |
|                     |       | 4302     | Mon, Tue, Wed, Thu, Fri                |
| China Airlines      | TPE   | *        | *                                      |
| Air Seoul           | ICN   | *        | *                                      |
| Air Busan           | PUS   | *        | *                                      |

#### Air Service Changes (Sept vs October):

Korean Air adds 2nd daily ICN flight for October

Jin Air Adds 2nd daily ICN flight from Oct 10-23 and Oct 25-28

Tway Adds 2nd daily ICN flight effective October 1-9

\* Continued Suspension

### AIR SERVICE SNAPSHOT

In the upcoming month, airlines are scheduled to conduct 706 flights to Guam, and a seat capacity of 124,991, representing 73% and 63% of September 2019, (pre-COVID) flights and seat capacity respectively.

|           | 2019         |               |              | 2023         |               |              | % Change 2023 vs 2019 |               |              |
|-----------|--------------|---------------|--------------|--------------|---------------|--------------|-----------------------|---------------|--------------|
|           | # of Flights | Seat Capacity | Enplanements | # of Flights | Seat Capacity | Enplanements | # of Flights          | Seat Capacity | Enplanements |
| July      | 945          | 182,354       | 159,346      | 615          | 113,581       | *73,811      | 65%                   | 62%           | 46%          |
| August    | 1,007        | 208,655       | 183,096      | 663          | 121,515       | *96,666      | 66%                   | 58%           | 53%          |
| September | 940          | 193,961       | 154,276      | 621          | 113,764       | NA           | 66%                   | 59%           |              |
| October   | 967          | 197,679       | 152,190      | 706          | 124,991       | NA           | 73%                   | 63%           |              |

\* Unaudited

## **EXECUTIVE MANAGER'S REPORT**

### **GIAA BOARD OF DIRECTORS MEETING**

**September 22, 2023**

#### **"Baa2 WITH STABLE OUTLOOK" RATING CONFIRMED BY MOODY'S**

GIAA received confirmation of its investment-grade rating of "Baa2 Stable" by Moody's Investors Services (Moody's) on the Airport's senior general revenue bonds on September 19, 2023. Moody's last issued a rating of Baa2 Stable from Baa2 Negative in March of 2023. This affirmation is testament to the commitment of all our division managers and airport team's commitment to work cost effectively while maintaining a safe and secure travel environment, while striving to attain pre-pandemic levels of 1.8 million passengers. Projections for enplanements for the year is 890,000

#### **NEW FISCAL YEAR 2024 AND FISCAL YEAR 2023 CLOSEOUT**

Airlines and Tenants have been advised of new rates and charges effective October 1, 2023, the start of FY 2024. Fiscal Year 2023 closeout is ongoing through September 30, 2023.

### **REGULATORY UPDATES**

#### **FEDERAL AVIATION ADMINISTRATION (FAA)**

##### **FAA Part 139 Full Scale Emergency Exercise 2023**

Planning meetings with island-wide first responders are underway for the Triennial Full-Scale Emergency Exercise scheduled for **November 15, 2023**, under the leadership of the ARFF division, along with the Airport Police division. The first joint planning activity with all First Responders is the Table-Top Exercise scheduled for September 26, 2023 from 9am- 11am at the ARFF training room. The triennial exercise is mandatory as part of the Airport Operator's certification under Federal Air Regulations (FAR) Part 139 and will be observed and evaluated by FAA ADO Honolulu. The last triennial was held in November 2020.

##### **FAR PART 150 NOISE STUDY UPDATE KICKOFF MEETING**

A Kick-off meeting was held on July 24, 2024, with a preliminary advisory committee established consisting of: GIAA Management, GIAA Division Heads and the Planning Section, FAA Honolulu, FAA Traffic Manager Guam, United Airlines, Japan Airlines, United Parcel Service and FedEx, and the Mayors of Barrigada, Tamuning, Mongmong-Toto-Maite, Dededo and Sinajana. A draft Working Paper of inventory has been developed to establish a baseline for airport facilities, types of operators, and applicable land use policies to give context for the Part 150 Noise Study Update.

#### **UNITED STATES CUSTOMS & BORDER PROTECTION (USCBP)**

##### **USCBP/ COMMON USE TERMINAL EQUIPMENT OPERATORS (CUTE) BIOMETRIC AIR EXIT SYSTEM IMPLEMENTATION**

Biometric equipment is being installed by CUTE contractor Collins Aerospace at all departure gates through September 22, 2023. Gates 7, 10 and 12 equipment will be installed first to provide airlines with a pilot period prior to commissioning on September 29, 2023. Airline training is ongoing and will continue with full counters rollout and go live scheduled for October 16-31, 2023.

## **EXECUTIVE MANAGER'S REPORT**

### **GIAA BOARD OF DIRECTORS MEETING**

**September 22, 2023**

#### **TRANSPORTATION SECURITY ADMINISTRATION (TSA)**

##### **DHS/TSA AVIATION WORKERS SCREENING MANDATE**

TSA has mandated screening of all aviation workers to mitigate potential threats to civil aviation by employees circumventing security policies. Effective September 25, 2023, all aviation workers will be screened for entry into secured areas. Separate vetting stations for employees at the TSA screening area and entry into the AOA has been established and will be under the purview of Airport Police to meet this latest TSA Mandate. Airport Police discussed the mandate and process with airlines and tenants at the AOC meeting held September 12, 2023 and provided written directive of the mandate.

#### **INFRASTRUCTURE & TECHNOLOGY**

##### **GPA INTERRUPTIBLE LOAD PROGRAM (ILP)**

GIAA has assisted GPA in decreasing power demand during periods when power capacity is less than demand, by voluntarily going off the grid and operating on generator power. As of today, we have gone off grid to the benefit of the public for 135 hours over 32 days.

##### **MAWAR RECOVERY**

GIAA is working with FEMA in finalizing the Damage Assessment and Needs Analysis and Damage and Loss Assessments reports. Next steps include FEMA review and approval of funds.

##### **GUM IT MASTER PLAN**

GIAA along with contractor, AECOM, kicked off the GUM IT Master Plan with a meeting held September 7, 2023. Discussions established fiber optic network study a priority and focus be on operational efficiencies, Operations Command Center, Improved Customer Experience, parking systems and cyber security.

##### **AIRPORT CYBERSECURITY TRAINING**

GIAA, in coordination with the Cybersecurity and Infrastructure Security Agency (CISA), the FAA Office of Information and Technology Services, and their cybersecurity training partners -Airports Council International (ACI) and the Idaho National Laboratory (INL) will be sponsoring an ACI-INL Airport Cybersecurity Training tentatively scheduled for January 8-12, 2023. Training costs will be free for participants, and the CIS/FAA/ACI/INL will be sending invites to regional airports in the coming month. GIAA conference rooms will be the location of the training, as practical exercises around the terminal will be conducted to assess cybersecurity threats present in the operational systems in play, and training to mitigate/resolve these risks.

#### **PROCUREMENT**

##### **Request for Proposal Name (RFP): Airport Energy Efficiency Assessment and Design, RFP-003-FY23**

|  |                          |
|--|--------------------------|
| RFP Announced:                             | September 19, 2023       |
| Deadline for Receipt Of Written Inquiries: | September 27, 2023 @ 5pm |
| Proposal Submission Deadline:              | October 18, 2023 @ 4pm   |

##### **General Services Agency (GSA) Renews Delegation of Procurement Authority**

GIAA is in receipt of GSA's delegation of procurement authority for Fiscal Year 2024. In the September 21, 2023 correspondence, Acting Chief Procurement Officer authorized GIAA to serve as a purchasing agent with the authority to contract for supplies, materials and services pursuant to the Guam Administration Rules and Regulations (2-GAR DIV.4) and 5 GCA Chapter 5 of the Procurement Law.



## **EXECUTIVE MANAGER'S REPORT**

### **GIAA BOARD OF DIRECTORS MEETING**

**September 22, 2023**

#### **ANNOUNCEMENTS**

- The Guam Lion's Club dedicated its services to trash pick-up along Airport Road last Saturday on September 16, 2023, from 6:30am - 7:30am. We thank the organization for its efforts to beautify all parts of the island as part of its mission to community service.
- GIAA Airport Police will be enforcing safe and responsible driving on Airport roadways as part of the Office of Highway Safety Safe driving campaign. Drivers are reminded to wear seat belts, follow speed limits, roadway markings, and arrivals and departure curbsides are strictly for drop-off, pick-ups only – no parking allowed.
- The Women in Aviation International Guam Chapter (WAI) will be holding a public event entitled "Wings in Paradise". Scheduled for October 14, 2023 from 2pm to 7pm, this open house event will take place at the Aire Services Hangar and will feature aviation business vendor displays, food trucks, music, static displays and a light show.
- GIAA will be meeting with military partners from Joint Region Marianas on October 17 to kick off Cope North 2023 planning meetings. Subsequent meetings will be held October 24-26, prior to the actual Exercise. Led by the Air Terminal Manager, GIAA will be a support facility and staging site for the exercise, as it has successfully executed in the past few years.
- GIAA will be participating in the annual Great Guam Shakeout Earthquake exercise, led by Guam Homeland Security, scheduled for October 19, 2023 @10:19 am. At this date and time, participants will practice survival and protection techniques during earthquakes by utilizing the DROP, COVER, and HOLD ON method. Drop to the floor, cover yourself – such as under a desk, and hold on or brace yourself for the simulated earthquake. All tenants and employees are invited to participate.
- The GovGuam FY2024 Health Insurance Open Enrollment continues through September 26, 2023. Coverage is effective October 1, 2024, with medical coverage administered by Select Care and dental coverage administered by Net Care. GIAA Personnel has been conducting workshops for employees and will be accepting forms through September 26, 2023.

September 22 2023

**MEMORANDUM**

**To:** Mr. Brian Bamba  
Chairman  
GIAA Board of Directors

**From:** Danielle E. Camacho *de*  
Acting Comptroller

**Subject: Operating Results – Revenues and Expenses as of August 31, 2023**

Attached herewith is GIAA's Operating Results Report for the month ending August 31, 2023. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended August 31, 2023.

The key operating results for 11 month(s) of FY2023 ending August 31, 2023 – (in \$000's) are

| CATEGORY   | Actual<br>FY23<br>Current<br>Month | YEAR-TO-DATE            |                         |                                    | FORECAST FOR FULL YEAR-<br>FY23 |                                    |
|--|------------------------------------|-------------------------|-------------------------|------------------------------------|---------------------------------|------------------------------------|
|  |                                    | Budget<br>FY23<br>Y-T-D | Actual<br>FY23<br>Y-T-D | % Variance<br>Budget vs.<br>Actual | Actual                          | % Variance<br>Budget vs.<br>Actual |
|  |                                    |                         |                         | Y-T-D<br>Current<br>Month          |                                 |                                    |
| Total Signatory Revenues                         | \$ 2,298.1                         | \$ 29,274.1             | \$ 21,213.6             | -27.5%                             | \$ 24,149.5                     | -25.0%                             |
| Total Concession Revenues                        | \$ 948.1                           | \$ 16,152.5             | \$ 8,799.0              | -45.5%                             | \$ 10,279.3                     | -41.7%                             |
| Total PFC's                                      | \$ 328.6                           | \$ 4,312.8              | \$ 2,982.8              | -30.8%                             | \$ 3,420.7                      | -28.0%                             |
| Total Other Revenues                             | \$ 1,610.2                         | \$ 13,894.5             | \$ 13,722.8             | -1.2%                              | \$ 15,015.9                     | -1.1%                              |
| Total Operating Revenues                         | \$ 5,185.0                         | \$ 63,633.9             | \$ 46,718.2             | -26.6%                             | \$ 52,865.4                     | -24.2%                             |
| Total Operating Expenses                         | \$ 4,110.6                         | \$ 46,636.2             | \$ 40,913.0             | -12.3%                             | \$ 44,968.4                     | -11.3%                             |
| Net Revenues from Operations                     | \$ 1,074.4                         | \$ 16,997.6             | \$ 5,805.2              | -65.8%                             | \$ 7,897.0                      | -58.6%                             |
| Non-Operating Expenses                           | \$ 162.0                           | \$ 733.3                | \$ 1,233.9              | 68.3%                              | \$ 1,300.6                      | 62.6%                              |
| Other Available Moneys/Other<br>Sources of Funds | \$ 208.1                           | \$ 2,217.0              | \$ 2,269.2              | 2.4%                               | \$ 2,470.8                      | 2.2%                               |
| <b>Net Debt Service Coverage</b>                 | <b>1.72</b>                        | <b>2.57</b>             | <b>1.07</b>             | <b>-58.5%</b>                      | <b>1.26</b>                     | <b>-52.2%</b>                      |

Page 2 – Operating Results as of August 31, 2023

Year-to-date Total Signatory Revenues for the month ending August 31, 2023 are below Budgeted revenues by **27.5%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **45.5%** below budget while Passenger Facility Charges are below the budget estimate by **30.8**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **1.2%**.

Year-to-date Total Operating Revenues actual of **\$46.7M** is **26.6%** below the budget estimate of **\$63.6M**.

Year-to-date Total Operating Expenses are below budget by **12.3%**. Components of this line item include a **13.8%** decrease in Personnel Service, a **6.4%** decrease in Contractual Services, a **45.8%** decrease in Materials & Supplies and a **79.3%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$5.8M** represents a **65.8%** decrease over the year-to-date budgeted amount of **\$17.0M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.07** 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 August 31, 2023

|   | CURRENT MONTH  |                |                |               | Budget<br>Full Year | YEAR - TO - DATE |                 |                 |               | FULL YEAR FORECAST |               |
|---|----------------|----------------|----------------|---------------|---------------------|------------------|-----------------|-----------------|---------------|--------------------|---------------|
|   | Actual         | Budget         | Actual         | %Var          |                     | Actual           | Budget          | Actual          | %Var          | Actual/Est         | %Var          |
|   | FY2022         | FY2023         | FY2023         | Bud Vs Act'l  |                     | FY2022           | FY2023          | FY2023          | Bud Vs Act'l  |                    |               |
| <b>I. Signatory Airline Rents &amp; Fees</b>                                    |                |                |                |               |                     |                  |                 |                 |               |                    |               |
| Terminal Bldg Rentals   | 205.0          | 216.2          | 223.0          | 3.1%          | 2,594.5             | 2,249.8          | 2,378.3         | 2,439.5         | 2.6%          | 2,655.7            | 2.4%          |
| Departure Fees  | 324.3          | 795.7          | 533.3          | -33.0%        | 7,671.8             | 1,975.5          | 6,964.6         | 4,467.9         | -35.8%        | 5,175.0            | -32.5%        |
| Arrival Fees  | 218.6          | 604.1          | 383.0          | -36.6%        | 5,751.9             | 1,254.1          | 5,213.8         | 3,108.8         | -40.4%        | 3,646.9            | -36.6%        |
| Immigration Inspection Fees   | 81.1           | 235.9          | 153.2          | -35.1%        | 2,258.9             | 388.4            | 2,045.7         | 1,217.7         | -40.5%        | 1,430.9            | -36.7%        |
| Common Use Ticket Counter Fees  | 42.7           | 75.3           | 0.0            | -100.0%       | 741.4               | 152.2            | 671.1           | 203.4           | -69.7%        | 273.8              | -63.1%        |
| Loading Bridge Use Fees   | 185.0          | 394.4          | 320.3          | -18.8%        | 4,190.2             | 1,154.6          | 3,807.9         | 2,884.3         | -24.3%        | 3,266.6            | -22.0%        |
| Apron Use Fees  | 201.3          | 105.5          | 85.4           | -19.0%        | 1,137.6             | 1,743.2          | 1,035.4         | 2,318.7         | 123.9%        | 2,420.9            | 112.8%        |
| Landing Fees  | 86.0           | 729.3          | 599.9          | -17.7%        | 7,863.7             | 644.4            | 7,157.2         | 4,573.4         | -36.1%        | 5,279.8            | -32.9%        |
| <b>Total Signatory Revenue</b>  | <b>1,344.0</b> | <b>3,156.4</b> | <b>2,298.1</b> | <b>-27.2%</b> | <b>32,210.0</b>     | <b>9,562.1</b>   | <b>29,274.1</b> | <b>21,213.6</b> | <b>-27.5%</b> | <b>24,149.5</b>    | <b>-25.0%</b> |
| Enplaned Signatory Pax  | 63,541         | 140,292        | 94,095         | -32.9%        | 1,352,700           | 358,647          | 1,228,019       | 788,469         | -35.8%        | 913,150            | -32.5%        |
| <b>Cost per Enplaned Pax</b>  | <b>\$21.15</b> | <b>\$22.50</b> | <b>\$24.42</b> | <b>8.6%</b>   | <b>\$23.81</b>      | <b>\$26.66</b>   | <b>\$23.84</b>  | <b>\$26.90</b>  | <b>12.9%</b>  | <b>\$26.45</b>     | <b>11.1%</b>  |
| <b>Revenues from Sources other than<br/>Signatory Airlines Rents &amp; Fees</b> |                |                |                |               |                     |                  |                 |                 |               |                    |               |
| Concession Revenues   |                |                |                |               |                     |                  |                 |                 |               |                    |               |
| Gen Mdse  | 616.9          | 1,263.3        | 609.1          | -51.8%        | 15,160.0            | 5,120.9          | 13,896.7        | 6,046.7         | -56.5%        | 7,310.1            | -51.8%        |
| In-flight Catering  | 48.5           | 63.9           | 72.8           | 13.9%         | 601.1               | 351.3            | 547.6           | 601.7           | 9.9%          | 655.2              | 9.0%          |
| Food & Beverage   | 60.3           | 81.2           | 84.5           | 4.1%          | 763.8               | 351.3            | 695.8           | 703.3           | 1.1%          | 771.3              | 1.0%          |
| Rental Cars   | 96.8           | 57.9           | 159.1          | 174.9%        | 663.4               | 764.0            | 607.4           | 1,248.3         | 105.5%        | 1,304.2            | 96.6%         |
| Other Concession Rev  | 20.9           | 47.3           | 22.5           | -52.5%        | 444.6               | 121.0            | 405.0           | 199.0           | -50.9%        | 238.5              | -46.3%        |
| <b>Total Concession Revenues</b>  | <b>843.4</b>   | <b>1,513.6</b> | <b>948.1</b>   | <b>-37.4%</b> | <b>17,632.7</b>     | <b>6,708.5</b>   | <b>16,152.5</b> | <b>8,799.0</b>  | <b>-45.5%</b> | <b>10,279.3</b>    | <b>-41.7%</b> |
| Passenger Facility Charges  | 220.1          | 492.7          | 328.6          | -33.3%        | 4,750.7             | 1,331.0          | 4,312.8         | 2,982.8         | -30.8%        | 3,420.7            | -28.0%        |
| Other Revenue   | 978.7          | 1,314.9        | 1,610.2        | 22.5%         | 15,187.6            | 24,804.6         | 13,894.5        | 13,722.8        | -1.2%         | 15,015.9           | -1.1%         |
| <b>Total Operating Revenue</b>  | <b>3,386.1</b> | <b>6,477.6</b> | <b>5,185.0</b> | <b>-20.0%</b> | <b>69,781.1</b>     | <b>42,406.3</b>  | <b>63,633.9</b> | <b>46,718.2</b> | <b>-26.6%</b> | <b>52,865.4</b>    | <b>-24.2%</b> |
| <b>II. Operating Expenses:</b>  |                |                |                |               |                     |                  |                 |                 |               |                    |               |
| Personnel Services  | 1,905.4        | 1,887.3        | 2,014.4        | 6.7%          | 24,534.5            | 19,076.5         | 22,647.2        | 19,511.5        | -13.8%        | 21,398.8           | -12.8%        |
| Contractual Services  | 1,908.2        | 2,233.9        | 1,959.4        | -12.3%        | 23,906.5            | 17,011.7         | 21,826.7        | 20,420.7        | -6.4%         | 22,500.5           | -5.9%         |
| Materials & Supplies  | 142.8          | 148.3          | 136.8          | -7.8%         | 1,668.0             | 954.4            | 1,590.2         | 862.6           | -45.8%        | 940.4              | -43.6%        |
| Equipment/Furnishings   | 0.0            | 15.0           | 0.0            | -100.0%       | 582.5               | 0.0              | 572.1           | 118.3           | -79.3%        | 128.6              | -77.9%        |
| <b>Total Operating Expenses</b>   | <b>3,956.4</b> | <b>4,284.4</b> | <b>4,110.6</b> | <b>-4.1%</b>  | <b>50,691.6</b>     | <b>37,042.6</b>  | <b>46,636.2</b> | <b>40,913.0</b> | <b>-12.3%</b> | <b>44,968.4</b>    | <b>-11.3%</b> |
| <b>Net income from Operations</b>   | <b>-570.3</b>  | <b>2,193.2</b> | <b>1,074.4</b> | <b>-51.0%</b> | <b>19,089.5</b>     | <b>5,363.8</b>   | <b>16,997.6</b> | <b>5,805.2</b>  | <b>-65.8%</b> | <b>7,897.0</b>     | <b>-58.6%</b> |

GUAM INTERNATIONAL AIRPORT AUTHORITY  
KEY OPERATING RESULTS (\$000's)  
as of August 31, 2023

| CURRENT MONTH    |                  |                  |                      | Budget<br>Full Year | YEAR - TO - DATE |                  |                  |                      | FULL YEAR FORECAST |      |
|------------------|------------------|------------------|----------------------|---------------------|------------------|------------------|------------------|----------------------|--------------------|------|
| Actual<br>FY2022 | Budget<br>FY2023 | Actual<br>FY2023 | %Var<br>Bud Vs Act'l |                     | Actual<br>FY2022 | Budget<br>FY2023 | Actual<br>FY2023 | %Var<br>Bud Vs Act'l | Actual/Est         | %Var |

III. Other Revenues and Expenses

|   |               |                |                |               |                 |                 |                 |                |               |                 |               |
|---|---------------|----------------|----------------|---------------|-----------------|-----------------|-----------------|----------------|---------------|-----------------|---------------|
| Less: Non-operating /Non-recurring Expense<br>(Post Employment/Emergency) | 68.2          | 66.7           | 162.0          | 143.1%        | 800.0           | 745.2           | 733.3           | 1,233.9        | 68.3%         | 1,300.6         | 62.6%         |
| Add: Interest on Investments  | 78.2          | 51.5           | 38.7           | -24.8%        | 618.3           | 658.6           | 566.8           | 1,064.9        | 87.9%         | 1,116.4         | 80.6%         |
| <b>Net Revenues</b>   | -560.3        | 2,178.0        | 951.1          | -56.3%        | 18,907.8        | 5,277.1         | 16,831.0        | 5,636.2        | -66.5%        | 7,712.9         | -59.2%        |
| Add: Other sources of Funds (Federal Reimb)                               | 39.2          | 33.3           | 39.9           | 19.6%         | 400.0           | 8,122.5         | 366.7           | 418.9          | 14.2%         | 452.2           | 13.0%         |
| Add: Other available moneys   | 168.2         | 168.2          | 168.2          | 0.0%          | 2,018.6         | 1,897.0         | 1,850.3         | 1,850.3        | 0.0%          | 2,018.6         | 0.0%          |
| <b>Net Revenues and Other<br/>Available Moneys</b>                        | <b>-352.8</b> | <b>2,379.6</b> | <b>1,159.1</b> | <b>-51.3%</b> | <b>21,326.3</b> | <b>15,296.7</b> | <b>19,048.1</b> | <b>7,905.4</b> | <b>-58.5%</b> | <b>10,183.6</b> | <b>-52.2%</b> |
| Debt Service payments   | 672.9         | 672.9          | 672.9          | 0.0%          | 8,074.2         | 8,005.3         | 7,401.4         | 7,401.4        | 0.0%          | 8,074.2         | 0.0%          |
| <b>Debt Service Coverage</b>  | <b>-0.52</b>  | <b>3.54</b>    | <b>1.72</b>    | <b>-51.3%</b> | <b>2.64</b>     | <b>1.91</b>     | <b>2.57</b>     | <b>1.07</b>    | <b>-58.5%</b> | <b>1.26</b>     | <b>-52.2%</b> |
| <b>Debt Service Requirement</b>   | <b>1.25</b>   | <b>1.25</b>    | <b>1.25</b>    |               | <b>1.25</b>     | <b>1.25</b>     | <b>1.25</b>     | <b>1.25</b>    |               | <b>1.25</b>     |               |

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## 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:** September 11, 2023

**SUBJECT:** Executive Session

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