

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

**Tuesday, April 30, 2024, 3:00 p.m.  
GIAA CONFERENCE ROOMS 1 & 2**

**1. CALL TO ORDER AND ATTENDANCE**

The April 30, 2024 regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was called to order by Chairman Brian Bamba at 3:05 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

Brian J. Bamba  
Gurvinder S. Sobti  
Donald I. Weakley  
Lucy M. Alcorn  
Doyon A. Morato  
Jesse G. Garcia

**Offices or positions:**

Chairman  
Vice Chairman  
Board Secretary

**Directors Absent:**

Rosie R. Tainatongo (Excused)

**GIAA Officials:**

JohnM. Quinata  
Artemio R. Hernandez, Ph.D.  
Dafne Mansapit Shimizu  
Jean M. Arriola  
Juan S.A. Reyes, A.C.E.  
Rolenda Faasuamalie  
Audie Artero  
Joseph Javellana

Executive Manager  
Deputy Executive Manager  
Comptroller  
Airport Services Manager  
Air Terminal Manager  
Airport Marketing Administrator  
Engineering Supervisor  
Property Management Office

William Brennan  
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel  
TMG, GIAA Consultant

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

**2. APPROVAL OF AGENDA**

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

**Resolution No. 24-28**

The Board hereby approves the agenda of the April 30, 2024 regular meeting, as presented.

**3. APPROVAL OF MINUTES**

**A. March 26, 2024 - Regular Meeting**

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

**Resolution No. 24-29**

The Board hereby approves the minutes of the March 26, 2024 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. Performance Review – Executive Manager (January 1, 2023 to December 31, 2023)**

Executive Manager Quinata advised that Secretary Weakley will present the Performance Review of the Executive Manager. The Board completed the required evaluation of the performance for Executive Manager, John M. Quinata, for the period of January 1, 2023 to December 31, 2023, adding that he received an "Excellent" rating review from the Board of Directors.

Executive Manager Quinata took this time to thank the Board, Management and the employees of the Airport, and stated that he will continue to work 110%.

The Board congratulated and thanked the Executive Manager for his leadership at the Airport.

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

**Resolution No. 24-30**

The Board hereby approves the performance review of performance evaluation for Executive Manager, John M. Quinata for the period of January 1, 2023 to December 31, 2023. The Executive Manager's performance review was rated "Excellent".



\*At the conclusion of the presentation of the Executive Manager's evaluation at 3:09 p.m., Secretary Weakley was excused from the remainder of the meeting, and exited the conference room. Quorum was not affected.

**B. CIP Modification – A/E Services for Design of Cargo Aprons & Fuel System Extension – Work Order No. 2**

Board action is requested to approve Work Order (WO) No. 2 for A/E Services for Design of Cargo Aprons & Fuel System Extension. Mr. Santos presented the Modification for the Board's consideration:

- Work Order No. 2: EMPSCO Engineering Consultants in the amount of \$477,912.70, subject to FAA approval and funding, and reconciliation of costs. Mr. Santos gave brief background of the project and added that the initial fee with EMPSCO was \$1,203,820.00, the referenced WO is additional services based on reviews and conditions where the aprons are to be located. Mr. Santos provided details on the additional work, adding that the design is expected to be completed by the end of FY2024.

Vice Chairman Sobti asked for clarification on funding. Mr. Santos advised it is a 90/10 share with the FAA, and is reimbursable.

Chairman Bamba inquired if the change in scope was a result of findings during the Master Plan Update. Mr. Santos advised that the change was based issues that came up as the design progressed, along with issues that arose during the ARFF Facility project. Brief discussion regarding land development and funding followed.

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

**Resolution No. 24-31**

The Board hereby approves Work Order No. 2 for A/E Services for Design of Cargo Aprons & Fuel System Extension, in the amount of \$477,912.70, to EMPSCO Engineering Consultants.

**C. Ratification of FAA Grant Agreement No. 3-66-0001-122-2024 – Conduct Airport Energy Assessment**

The next item discussed by the Board was the FAA Grant Agreement No. 3-66-0001-122-2024 – Conduct Airport Energy Assessment. Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement for ratification by the Board. Mr. Santos advised the Board that the project is in the amount of \$500,000.00. The FAA grant is funded at a 90/10 cost share basis with the FAA. The Board previously approved the award of the assessment to AECOM, the agreement is currently in the process being executed. A notice to proceed will be issued once authorization from the FAA is received.

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

**Resolution No. 24-32**

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-122-2024, Conduct Airport Energy Assessment in the amount of \$500,000.00.

**D. Approval of Board Resolution No. 24-34: Agreement for Legal Services – Conflicts Counsel (TLG)**

The next item requiring Board action was the extension of the Agreement for Legal Services with Torres Law Group (TLG), Conflicts Counsel. Deputy Executive Manager Hernandez presented the resolution. The extension is the first of three (3) options to extend. The additional one (1) year period will commence on April 20, 2024 and expire on April 19, 2025.

Director Morato inquired on the cap for the Conflicts Counsel firms. The Deputy Executive Manager announced that it is \$5,000.00 per month per firm. However, they are on a as needed basis. The Executive Manager added that in the last three (3) years, GIAA has only required the services if TLG one time.

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. 24-34**

WHEREAS, an Agreement for Legal Services was made on April 20, 2022, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA" or the "Authority") and TORRES LAW GROUP ("TLG") (the "TLG Agreement"); and

WHEREAS, the TLG Agreement provides for a term of two (2) years commencing on April 20, 2022, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of TLG and that it is in the best interests of GIAA to extend the term of the TLG Agreement for an additional one (1) year period commencing April 20, 2024 (1<sup>st</sup> option), and expiring on April 19, 2025, under the same terms and conditions as set forth in the TLG Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby exercises its option to extend the term of the TLG Agreement for an additional one (1) year period commencing on April 20, 2024, under the same terms and conditions as set forth in the TLG Agreement.



**E. Approval of Board Resolution No. 24-35: Agreement for Legal Services – Conflicts Counsel (JGB)**

The next item requiring Board action was the extension of the Agreement for Legal Services with Law Offices of Jacques G. Bronze, P.C. (JGB), Conflicts Counsel. Deputy Executive Manager Hernandez presented the resolution. The extension is the first of three (3) options to extend. The additional one (1) year period will commence on April 20, 2024 and expire on April 19, 2025.

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. 24-35**

WHEREAS, an Agreement for Legal Services was made on April 20, 2022, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA" or the "Authority") and LAW OFFICES OF JACQUES G. BRONZE, P.C. ("JGB") (the "JGB Agreement"); and

WHEREAS, the JGB Agreement provides for a term of (2) years commencing April 20, 2022, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of JGB and that it is in the best interests of GIAA to extend the term of the JGB Agreement for an additional one (1) year period commencing April 20, 2024 (1<sup>st</sup> option), and expiring on April 19, 2025, under the same terms and conditions as set forth in the JGB Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby exercises its option to extend the term of the JGB Agreement for an additional one (1) year period commencing on April 20, 2024, under the same terms and conditions as set forth in the JGB Agreement.

**F. Ratification of Quarterly Travel**

The quarterly travel report was presented to the Board for ratification by Deputy Executive Manager Hernandez, stating that GIAA's Travel Policy regarding the granting of authority of non-employee/personnel requires approval or ratification by the Board of Directors. Senator Jesse Lujan (Vice Chairman of Committee on Air Transportation), accompanied by GIAA personnel, attended AAAE/ACC Airport Planning, Design and Construction Symposium in March 2024. Brief discussion on the process of approval ensued. Chairman Bamba advised that he had signed off on the travel authorization, however asked that Management advise all of the Board members ahead of time.

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

**Resolution No. 24-33**

The Board hereby ratifies the FY2024 2<sup>nd</sup> quarter travel report for April, as presented.

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

**8. REPORT OF THE COMPTROLLER**

Ms. Dafne Mansapit Shimizu, Comptroller reported on the revenues and expenses of the Authority for the month ending **March 31, 2024**. Year-to-date Total Signatory Revenues are below Budgeted revenues by **15.3%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues are **2.0%** below budget while Passenger Facility Charges are below the budget estimate by **16.3%**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **2.6%**. Year-to-date Total Operating Revenues actual of **\$32.8M** is **9.2%** below the budget estimate of **\$36.1M**. Year-to-date Total Operating Expenses are below budget by **22.6%**. Components of this line item include an **10.2%** decrease in Personnel Service, a **22.1%** decrease in Contractual Services, a **66.5%** decrease in Materials & Supplies and a **0.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$10.1M** represents a **25.6%** increase over the year-to-date budgeted amount of **\$8.1M**. Finally, our year-to-date results for Debt Service Coverage is at **1.71** versus the requirement of **1.25**.

The Comptroller presented three attachments for the Board's information, to include Enplaned Signatory Pax. Chairman Bamba inquired on the numbers for the incoming Haneda flight, and asked that be provided at a later time. Brief discussion on arrival numbers.

**9. EXECUTIVE SESSION**

Executive Session was tabled due to a lack of Quorum because of director recusals related to the matter anticipated to be discussed.

**10. PUBLIC COMMENTS**

A member of the public inquired on the funding relative to New Business, item C. Chairman Bamba clarified that the procurement process was previously approved to AECOM, and that today the Board was ratifying the approval of the grant.

**11. ADJOURNMENT**



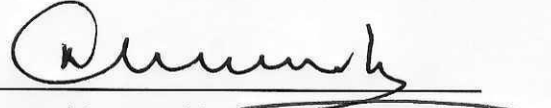
Motion to adjourn duly made by Chairman Bamba, seconded by Director Alcorn; motion unanimously passed. The meeting was adjourned at 4:10 p.m.

Dated this 30TH, day of MAY, 2024.



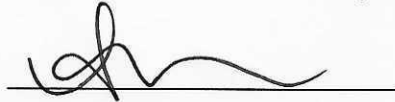
Brian J. Bamba  
Chairman

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. 24-34**

**RELATIVE TO THE  
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES  
WITH TORRES LAW GROUP**


**WHEREAS**, an Agreement for Legal Services was made on April 20, 2022, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA” or the “Authority”) and TORRES LAW GROUP (“TLG”) (the “TLG Agreement”); and


**WHEREAS**, the TLG Agreement provides for a term of two (2) years commencing on April 20, 2022, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

**WHEREAS**, the Board of Directors has determined that GIAA continues to require the services of TLG and that it is in the best interests of GIAA to extend the term of the TLG Agreement for an additional one (1) year period commencing April 20, 2024 (1<sup>st</sup> option), and expiring on April 19, 2025, under the same terms and conditions as set forth in the TLG Agreement.

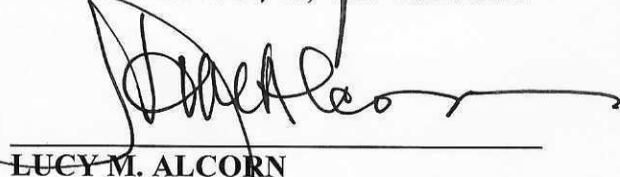
**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of GIAA hereby exercises its option to extend the term of the TLG Agreement for an additional one (1) year period commencing on April 20, 2024, under the same terms and conditions as set forth in the TLG Agreement.

**DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE APRIL 30, 2024 REGULAR BOARD MEETING.**

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

  
\_\_\_\_\_  
**GURVINDER SOLT, Vice Chairman**

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

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



BOARD OF DIRECTORS RESOLUTION NO. 24-34  
RELATIVE TO THE EXTENSION OF THE  
AGREEMENT FOR LEGAL SERVICES WITH  
TORRES LAW GROUP  
(1<sup>st</sup> Option)

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

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

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

**ATTEST:**

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



**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
BOARD OF DIRECTORS RESOLUTION NO. 24-35**

**RELATIVE TO THE  
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES  
WITH LAW OFFICES OF JACQUES G. BRONZE, P.C.**

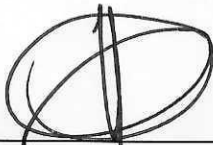
**WHEREAS**, an Agreement for Legal Services was made on April 20, 2022, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA" or the "Authority") and LAW OFFICES OF JACQUES G. BRONZE, P.C. ("JGB") (the "JGB Agreement"); and

**WHEREAS**, the JGB Agreement provides for a term of (2) years commencing April 20, 2022, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

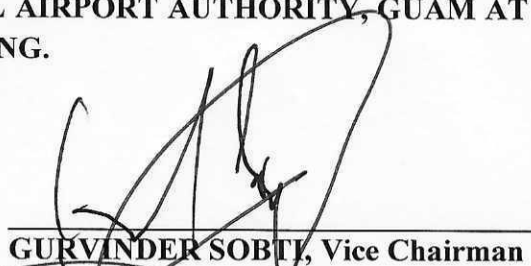
**WHEREAS**, the Board of Directors has determined that GIAA continues to require the services of JGB and that it is in the best interests of GIAA to extend the term of the JGB Agreement for an additional one (1) year period commencing April 20, 2024 (1<sup>st</sup> option), and expiring on April 19, 2025, under the same terms and conditions as set forth in the JGB Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of GIAA hereby exercises its option to extend the term of the JGB Agreement for an additional one (1) year period commencing on April 20, 2024, under the same terms and conditions as set forth in the JGB Agreement.

**DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE APRIL 30, 2024 REGULAR BOARD MEETING.**



**BRIAN J. BAMBA, Chairman**



**GURVINDER SOBTI, Vice Chairman**

**ABSENT**



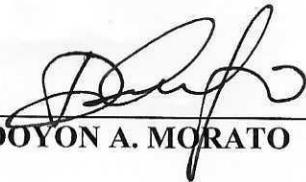
**DONALD I. WEAKLEY, Secretary**



**LUCY M. ALCORN**



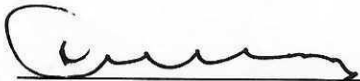
BOARD OF DIRECTORS RESOLUTION NO. 24-35  
RELATIVE TO THE EXTENSION OF THE  
AGREEMENT FOR LEGAL SERVICES WITH  
LAW OFFICES OF JACQUES G. BRONZE, P.C.  
(1<sup>st</sup> Option)

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

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

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

**ATTEST:**

  
\_\_\_\_\_  
**DONALD L. WEAKLEY, Secretary**



## BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Tuesday, April 30, 2024

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 – April 23, 2024

Notice to Media – April 23, 2024

#### Second Notice:

The Guam Daily Post – April 26, 2024

Notice to Media – April 26, 2024

## AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
  - A. March 26, 2024 Regular Meeting
4. Correspondence - None
5. Old Business - None
6. New Business
  - A. Performance Review – Executive Manager (January 1, 2023 to December 31, 2023)
  - B. CIP Modification – A/E Services for Design of Cargo Aprons & Fuel System Extension – Work Order No. 2
  - C. Ratification of FAA Grant Agreement No. 3-66-0001-122-2024 – Conduct Airport Energy Assessment
  - D. Approval of Board Resolution No. 24-34: Agreement for Legal Services – Conflicts Counsel (TLG)
  - E. Approval of Board Resolution No. 24-35: Agreement for Legal Services – Conflicts Counsel (JGB)
  - F. Ratification of Quarterly Travel
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 (5 GCA § 8111(c)).
10. Public Comments
11. Adjournment





**BOARD OF DIRECTORS REGULAR MEETING**  
**3:00 p.m., Tuesday, April 30, 2024**  
**GIAA Terminal Conference Rooms 1 & 2**

**SIGN-IN SHEET**

	<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>	<u>CONTACT NO./EMAIL</u>
1.	Jenny Bowers	EXPUS Guam	671 483 9695 Jenny.Bowers@exp.us
2.	Gummarie Muna	AM Ins	671-687-6001
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710 W Marine Corps Dr Suite 203 Bell Tower Plaza Aniak, GU 96910  
<https://kumisionchamoru.guam.gov>  
[kumisionchamoru@gmail.com](mailto:kumisionchamoru@gmail.com)  
 (671)922-0124

## PUBLIC NOTICE

Regular Board Meeting Date: April 25, 2024

Time: 12:30PM Place: Zoom

Zoom Meeting Link:

<https://us02web.zoom.us/j/83878778767?pwd=U1VZbVhkaUUtSTdkL010akkvZlMzOz09>

### TAREHA:

- I. OTDEN
- II. INIFRESI/TINANGA
- III. INAGANG I MEMBRO SIHA
- IV. KINABALES I MEMBRO SIHA
- V. RINIBISA YAN INADAPTAN I TAREHA
- VI. INADAPTAN I FINALOFFAN
- VII. RIPOT I SIKRITARIAN I KUMISION
- VIII. RIPOT I KUMITEHAN EKSEKUTIBU

- IX. RIPOT I ATMENESTRASION
- X. RIPOT I PROYEKTO SIHA
- XI. RIPOT I KUMITEHAN I NA'AN LUGAT
- XII. GINAGAO PARA PINILA'
- XIII. NUEBU NA ASUNTO
- XIV. PRIBILEHUN I PISU
- XV. ANUNSION SIHA
- XVI. FINAKPO

For ADA accommodations, please contact Savannah at (671) 922-0124  
 Next Board Meeting: April 4, 2024 at 12:30PM

## Paradise Awning NOW HIRING

Welders and laborers urgently needed.  
 Starting pay up to \$20/hour.  
 Call or come in person to apply.

Paradise Awning 671-649-3991  
[sales@getintheshade.com](mailto:sales@getintheshade.com)

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 Mon. - Fri. 8:00 am - 5:00 pm

## AVAILABLE JOBS FOR ELIGIBLE U.S. WORKERS

### 30 - CARPENTER WITH 1 YEAR EXPERIENCE

\$15.58 PER HOUR\*

**Duties:** Constructs, erects, installs and repairs structures and fixtures of wood, wallboard and plywood, including framework. Uses carpenter's hand tools and power tools conforming to local building codes. Reads blueprints, sketches, or building plans to determine type of work required and materials needed. Prepares layout, using ruler, framing square, and calipers. Erects framework for structure and lay subfloor board. Builds and installs stairs, cabinets, closets, windows, and doorframes.

### 30 - CEMENT MASON WITH 1 YEAR EXPERIENCE

15.66 PER HOUR\*

**Duties:** Smooths and finishes surfaces of poured concrete floors, walls, sidewalks, or curbs to specified textures using hand tools or power tools including floats, trowels, and screeds. Signals concrete deliverer to position truck to facilitate pouring concrete. Spreads concrete into inaccessible section of forms using rake or shovel. Levels concrete to specified depth and workable consistency using hand screed and floats to bring water to surface and produce soft topping. Lays and installs concrete masonry units and lays and grouts floor and ceiling tiles. Mixes cement using shovel and/or cement mixing machine.

### 4 - CONSTRUCTION SUPERVISOR WITH 2 YEARS' EXPERIENCE; Must possess an Associate's Degree in Civil Engineering (may be foreign equivalent)

\$24.27 PER HOUR\*

**Duties:** Supervises, coordinates, and schedules the activities of the construction workers at the project sites. Reads specifications, such as blueprints, to determine construction requirements and to plan procedures. Estimates material and worker requirements to complete jobs and assigns work to employees. Orders or requisition materials and supplies. Inspects and evaluates the construction activities and work area in accordance with plans, specifications, and contract documents, reporting deficiencies as appropriate, reporting issues as needed, and issuing stop orders to ensure safe work practices and quality. Implements and administers safety program and accident prevention plan. Develops, gathers, maintains, and/or submits work plans, submittals, and reports. Trains workers in construction methods, operation of equipment, safety procedures, or company policies. May provide assistance to workers engaged in construction activities, using hand tools or other equipment. May suggest personnel actions, such as promotions or hires. Coordinates work activities with subcontractors, material deliveries, and other construction project activities. Confers with managerial and engineering staff and subcontractors in order to resolve problems or to coordinate activities. Maintains records and prepares reports on construction activities.

### 2 - HEAVY EQUIPMENT OPERATOR WITH 1 YEAR EXPERIENCE

\$18.06 PER HOUR\*

**Duties:** Operates power construction equipment such as forklifts, derrick cranes, bulldozers, scrapers, backhoes, compressors, tractors, motor graders, or front-load loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. Connect and/or install equipment attachments or components. Drive, operate, and maneuver power construction equipment including controlling attachments such as blades, buckets, scrapers and swing booms. Signal equipment operators to indicate proper equipment positioning. Load or unload materials used in construction or extraction. Coordinate machine actions with other activities, positioning or moving loads in response to hand or audio signals from crew members. Follow safety regulations and take action to avoid potential hazards or obstructions. Repair and maintain equipment, making emergency adjustments or assisting with major repairs as necessary.

*\*Special Wage Rate: Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply.*

**Benefits:** Round trip airfare for off-island hire; Meals and lodging at \$80.00/week; Local transportation to/from jobsite from the employer's designated housing facility; and Employer/employee-paid medical insurance provided after probation.

Successful applicant must be able to obtain military base access. Employees are required to take and pass a substance abuse test after hire.

The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.

Apply in person at the American Job Center  
 414 W. Soledad Avenue, Suite 300 GCIC Building Hagatna, Guam  
 Or apply online at [www.hireguam.com](http://www.hireguam.com); Enter Keyword: 2024-058

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### Guam Community Health Centers Board of Directors will be meeting

Thursday, April 25, 2024 @10:00am  
 Southern Regional Community Health Center  
 162 As Apman Dr, Inalahan, Guam  
<https://www.facebook.com/profile.php?id=61550963051973>

### AGENDA

- I. Call to order
- II. Review and Approval of Minutes
- III. Public Forum
- IV. Old Business
  - A. Operations Report
    1. Patient Encounter report
    2. Encounter report
    3. Staffing Report
  - B. National Committee for Quality Assurance Recertification Report as a Patient Centered Medical Home submission for NRHC
  - C. SAC application
  - D. CHC Facilities Committee Report
    1. ARPA Minor Renovation (ARPA Capital Improvement)
    2. FEMA Repair Project/Reimbursements for GCHCs
    3. FEMA Hazard Mitigation (Northern and Southern Region Projects)
    4. SRCHC Roof Repair/Air Conditioning replacement/Painting
  - E. Update on EHR
  - F. Update on Policies and Procedures
  - G. Proposed CHC org chart
  - H. Strategic Planning Sessions
  - I. BCDC supporting funds
  - J. Resolution and MOU between GCHC and Dept. of Rev and Tax
  - K. DPHSS/DOA MOA
  - L. Amendment to PL 10 GCA Chapter 3 Article 8 Community Health Centers Program
  - M. Board Officers Induction
- V. Chief Medical Director
  - A. Peer Review
  - B. Provider Recruitment/ Contracts
  - C. DPHSS - GCHC MOA
  - D. QUALITY ASSURANCE/QUALITY IMPROVEMENT
    1. In-reach/Outreach
    2. Incident Reports
- VI. Travel
- VII. Financial Reports
- VIII. Impact of 1.8% pay increase for nurses
- IX. Status on Billing and Claims Processing
  1. Establishment of Funds in Interest Bearing Account(s)
  2. FOHC Medical Rates
- X. Treasurer's Report
- XI. Fundraiser
- XII. Announcements/Open Discussion
- XIII. Schedule Next Meeting
- XIV. Adjournment

For special accommodations please call 671 635-7447.  
 This ad is paid by the GCHC Program income, DPHSS



## REGULAR MONTHLY BOARD MEETING

Tuesday, April 30, 2024 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. March 26, 2024 Regular Meeting
4. Correspondence - None
5. Old Business - None
6. New Business
  - A. Performance Review - Executive Manager (January 1, 2023 to December 31, 2023)
  - B. CIP Modification - A/E Services for Design of Cargo Aprons & Fuel System Extension - Work Order No. 2
  - C. Ratification of FAA Grant Agreement No. 3-66-0001-122-2024 - Conduct Airport Energy Assessment
  - D. Approval of Board Resolution No. 24-34: Agreement for Legal Services - Conflicts Counsel (TLG)
  - E. Approval of Board Resolution No. 24-35: Agreement for Legal Services - Conflicts Counsel (JGB)
  - F. Ratification of Quarterly Travel
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 (5 GCA § 8111(c)).
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.



## VEHICLE FOR SEALED BID "AS IS"

**2017 TOYOTA PRIUS H1595339**

**2017 HYUNDAI TUCSON HU300611**

**2020 TOYOTA COROLLA LJ054412**

**UNITED PACIFIC**  
646-8163

manila@upcaguamandsaipan.com  
The Seller reserves the right to reject any or all bids.

## HOUSE

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**MAJOR AND MINOR RENOVATIONS**

**HOME REMODELING**

**DRIVEWAYS**

**PAINTING**

**FENCE BUILDING**

**FREE ESTIMATES**

**CONTRACTOR LICENSED**  
**#CLB16-1239**

**CALL CHEN**  
**671-685-5998**



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Office of the Attorney General

**Douglas B. Moylan**

**Attorney General of Guam**

Family Section, General Crimes Division  
590 S. Marine Corps Drive, ITC Bldg., Ste. 706  
Tamuning, Guam 96913 • USA  
(671) 475-2595 • (671) 475-3343 (fax)  
familydivision@oagguam.org

**IN THE SUPERIOR COURT OF GUAM**

**IN THE INTEREST OF**

**J.C. (DOB: 03/21/2012);**

**D.C. (DOB: 01/13/2015); and**

**J.C. (DOB: 01/13/2017),**

**Minors.**

**JUVENILE CASE NO. JP0063-23**

**SUMMONS**

**To: MARIANO QUINATA, Father of Minors**

**D.C. (01/13/2015); and J.C. (DOB: 01/13/2017)**

**Department of Corrections (DOC)**

**Mangilao, Guam**

You are hereby summoned to appear via Zoom, before the **HONORABLE LINDA L. INGLES**, at the Judiciary of Guam, Superior Court of Guam, 120 West O'Brien Drive, Hagåtña, Guam, for a court hearing on:

**FRIDAY, MAY 3, 2024 AT 3:00 P.M.**

Zoom meeting ID: 716-711-9213 / Password: 76504

YOUR PARENTAL AND CUSTODIAL DUTIES AND RIGHT CONCERNING THE CHILDREN WHO ARE THE SUBJECT OF THE ABOVE MAY BE TERMINATED BY AWARD OF PERMANENT CUSTODY IF YOU FAIL TO APPEAR ON THE DATE SET FORTH IN THIS SUMMONS.

YOU MAY BE HELD IN CONTEMPT IF YOU FAIL TO APPEAR ON THE DATE SET FORTH IN THIS SUMMONS.

Dated: MAR 22, 2024

CLERK, SUPERIOR COURT OF GUAM

By: /s/ Sarai A. T. Terlaje

Deputy Clerk

Office of the Attorney General

**Douglas B. Moylan**

**Attorney General of Guam**

Family Section, General Crimes Division  
590 S. Marine Corps Drive, ITC Bldg., Ste. 706  
Tamuning, Guam 96913 • USA  
(671) 475-2595 • (671) 475-3343 (fax)  
familydivision@oagguam.org

**IN THE SUPERIOR COURT OF GUAM**

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**J.C. (DOB: 03/21/2012);**

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**J.C. (DOB: 01/13/2017),**

**Minors.**

**JUVENILE CASE NO. JP0063-23**

**SUMMONS**

**To: UNKNOWN FATHER**

You are hereby summoned to appear via Zoom, before the **HONORABLE LINDA L. INGLES**, at the Judiciary of Guam, Superior Court of Guam, 120 West O'Brien Drive, Hagåtña, Guam, for a court hearing on:

**FRIDAY, MAY 3, 2024 AT 3:00 P.M.**

Zoom meeting ID: 716-711-9213 / Password: 76504

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Dated: MAR 22, 2024

CLERK, SUPERIOR COURT OF GUAM

By: /s/ Sarai A. T. Terlaje

Deputy Clerk

**VANESSA L. WILLIAMS, ESQ.**

**LAW OFFICE OF VANESSA L. WILLIAMS, P.C.**

414 WEST SOLEDAD AVENUE  
GCIC BLDG., SUITE 500  
HAGATNA, GUAM 96910  
TELEPHONE: 477-1389, 671-777-5689  
EMAIL: SERVICE@VLWILLIAMS.COM  
Attorney for Petitioner Noli O. Villaverde

**IN THE SUPERIOR COURT OF GUAM**

**IN THE MATTER OF THE ESTATE**

**OF**

**LAARNI ACOVERA MANREAL**

**Deceased.**

**PROBATE CASE NO.: PR0035-24**

**NOTICE OF HEARING**  
**ON PETITION FOR**  
**LETTERS OF ADMINISTRATION**

NOTICE IS HEREBY GIVEN that NOLI O. VILLAVERDE has filed herein his Petition for Letters of Administration for the above-named decedent and for issuance of letters of administration thereon to petitioner, reference to which is made for further particulars, and that the time and place of hearing the same has been set for MAY 08, 2024 at 9:30 a.m., in the courtroom of said Court, at 120 West O'Brien Drive, Hagåtña, Guam.

Dated this 15<sup>th</sup> day of March 2024.

**SOPHIA SANTOS DIAZ**

Clerk of Court, Superior Court of Guam

By: /s/ PAULINE I. UNTALAN

Chamber/Courtroom Clerk

You may appear in person at the Courtroom of Judge Dana A. Gutierrez, 120 W. O'Brien Drive, Hagåtña, Guam or you may participate via Zoom by logging onto <https://guamcourts.org/zoom.us> and enter the Meeting ID: 839 7874 0380 and Passcode: 189701. For technical assistance, please call (671) 475-3207 five (5) minutes prior the designated hearing time.



## REGULAR MONTHLY BOARD MEETING

Tuesday, April 30, 2024 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. March 26, 2024 Regular Meeting
  4. Correspondence - None
  5. Old Business - None
  6. New Business
    - A. Performance Review - Executive Manager (January 1, 2023 to December 31, 2023)
    - B. CIP Modification - A/E Services for Design of Cargo Aprons & Fuel System Extension - Work Order No. 2
    - C. Ratification of FAA Grant Agreement No. 3-66-0001-122-2024 - Conduct Airport Energy Assessment
    - D. Approval of Board Resolution No. 24-34: Agreement for Legal Services - Conflicts Counsel (TLG)
    - E. Approval of Board Resolution No. 24-35: Agreement for Legal Services - Conflicts Counsel (JGB)
    - F. Ratification of Quarterly Travel
  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 (5 GCA § 8111(c)).
  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.

**Ray Cruz Haddock, Esq.**

**PACIFIC LAW PROFESSIONALS, PLLC**

277 Chalan Santo Papa  
Hagåtña, Guam 96910  
Telephone: 671-477-0000  
Facsimile: 671-477-0001

**Attorneys for Petitioner**

**IN THE SUPERIOR COURT OF GUAM**

**IN THE MATTER OF THE ESTATE**

**OF**

**RAY REYES BARCINAS,**

**Deceased.**

**Probate Case No. PR0037-24**

**NOTICE OF HEARING**

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

NOTICE IS HEREBY GIVEN that Joseph P. Claveria has filed herein a Petition for Probate upon the above captioned estate of the Deceased, and the time and place of said hearing is in the Superior Court of Guam on May 8, 2024 at the hour of 9:30 a.m., and all persons interested are hereby notified to appear and show cause, if any they have, why the Petition should not be granted.

Reference is made to said petition for further particulars.

DATED: March 15, 2024.

**Sophia Santos Diaz**

Clerk of Court, Superior Court of Guam

By: /s/ PAULINE I. UNTALAN

Chamber/Courtroom Clerk



## Guam Board of Allied Health Examiners

194 Herman Cortez Ave., Terlaje Prof. Bldg., Ste. 213  
Hagåtña, Guam 96910

### Regular Board Meeting Friday, May 3, 2024 at 12PM

Join Zoom Meeting:  
<https://us06web.zoom.us/j/89581774992?pwd=e2HFbXbxcjklmqTKPAknFm4b26bUUh.1>  
Meeting ID: 895 8177 4992  
Passcode: 464687

### AGENDA

- I. CALL TO ORDER
  - II. PROOF OF PUBLICATION
  - III. ROLL CALL
  - IV. ADOPTION OF AGENDA
  - V. APPROVAL OF MINUTES
  - VI. TREASURER'S REPORT
  - VII. ADMINISTRATOR'S REPORT
  - VIII. LEGAL COUNSEL'S REPORT
  - IX. GBAHE COMPLAINTS:
 

a) GBAHE-CO-15-04	b) GBAHE-CO-15-06
c) GBAHE-CO-17-02	d) GBAHE-CO-19-02
e) GBAHE-CO-19-03	f) GBAHE-CO-19-04
g) GBAHE-CO-20-01	h) GBAHE-CO-20-02
i) GBAHE-CO-20-03	j) GBAHE-CO-20-04
k) GBAHE-CO-20-05	l) GBAHE-CO-20-06
m) GBAHE-CO-20-07	n) GBAHE-CO-21-01
o) GBAHE-CO-21-07	p) GBAHE-CO-21-08
q) GBAHE-CO-22-03	r) GBAHE-CO-22-05
s) GBAHE-CO-22-06	t) GBAHE-CO-22-07
u) GBAHE-CO-22-08	v) GBAHE-CO-22-09
w) GBAHE-CO-22-10	x) GBAHE-CO-22-11
y) GBAHE-CO-22-12	z) GBAHE-CO-22-13
aa) GBAHE-CO-22-14	bb) GBAHE-CO-23-01
cc) GBAHE-CO-23-02	dd) GBAHE-CO-23-03
  - X. OLD BUSINESS
    - a) Election of Officers
  - XI. NEW BUSINESS
    - a) Initial/New Applications
    - b) Approved License Rescinded
    - c) Visiting Volunteer Veterinarians for SNIP Clinic Outreach
  - XII. WORKGROUP SESSION
  - XIII. ANNOUNCEMENTS
  - XIV. ADJOURNMENT
- To view the names of the applicants being considered, go to: <https://guamhplc.org/gbahe>  
To view the LIVE Streaming link: <https://facebook.com/HPLGuam>
- For more information, please contact the Board office at (671) 735-7409-12. Persons needing a telecommunication device for the Hearing/Speech Impaired (TDD) may contact (671) 475-8339.
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On motion duly made by Chairman Bamba, seconded by Director Tainatongo, the following resolution was unanimously passed:

**Resolution No. 24-25**

The Board hereby amends the agenda of the March 26, 2024 regular meeting, to table items 6B and 9A.

**3. APPROVAL OF MINUTES**

**A. March 7, 2024 - Regular Meeting**

On motion duly made by Secretary Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously passed:

**Resolution No. 24-26**

The Board hereby approves the minutes of the March 7, 2024 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 Ranking of Offerors for Environmental Consulting Services – RFP No. RFP-002-FY24**

Board action is requested to approve the ranking results and conditional award for Request for Proposals (RFP) No. RFP-002-FY24, for the Environmental Consulting Services. Deputy Executive Manager Hernandez, provided background information to the Board on the referenced RFP, including the scope of services, contract term, dates that the RFP was published in the newspaper, proposal submission deadline, and the number of interested proposers.

A total of nineteen (19) firms and/or individuals downloaded the RFP package and four (4) firms submitted a proposal before the submission deadline. The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. All four (4) offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations. The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the

evaluations, it is determined that Offeror B met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

The Environmental Consulting Services will be funded under Engineering O & M budget. The term of the agreement is for a period of two (2) years with three (3) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

Management recommends that the Board approve the ranking results and the contract award to Offeror B for Environmental Consulting Services subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP. Brief discussion ensued relative to scope of services.

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

**Resolution No. 24-27**

The Board hereby approves the ranking results as presented and the contract award to Offeror 'B' for Environmental Consulting Services – RFP No. RFP-001-FY24, subject to Management's negotiation of fair and reasonable fees and review by Legal Counsel.

Deputy Executive Manager Hernandez announced that Offeror 'B' is PCR Environmental.

**B. Approval of GIAA Sustainability Policy - *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 the Executive Manager. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

Chairman Bamba inquired on the return of low-cost carriers (LCCs) flights. Executive Manager Quinata advised that Management is actively engaging LLC's. Discussion followed on increasing flights.

**8. REPORT OF THE COMPTROLLER**

Ms. Dafne Mansapit Shimizu, Comptroller reported on the revenues and expenses of the Authority for the month ending **February 29, 2024**. Year-to-date Total Signatory are below Budgeted revenues by **14.3%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues

are **1.5%** below budget while Passenger Facility Charges are below the budget estimate by **13.1%**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **2.6%**. Year-to-date Total Operating Revenues actual of **\$26.9M** is **9.5%** below the budget estimate of **\$29.8M**. Year-to-date Total Operating Expenses are below budget by **25.2%**. Components of this line item include an **3.7%** decrease in Personnel Service, a **32.1%** decrease in Contractual Services, a **78.2%** decrease in Materials & Supplies and a **100.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$8.8M** represents a **60.2%** increase over the year-to-date budgeted amount of **\$5.5M**. Finally, our year-to-date results for Debt Service Coverage is at **1.82** versus the requirement of **1.25**.

The Comptroller presented the Enplaned Signatory Pax for the Board's information, showing a positive snapshot of enplanements since FY2021. Brief discussion on arrivals.

Chairman Bamba inquired if there are any opportunities to increase cashflow, such as restructuring. The Comptroller advised that the Management team and GIAA consultants are in active discussions. The Deputy Executive Manager also added that there are ongoing discussions with GEDA regarding options to lower debt service along with other avenues. Brief discussion on concession revenue followed.

## **9. EXECUTIVE SESSION**

Executive Session was tabled.

## **10. PUBLIC COMMENTS**

There were no Public Comments.

## **11. ADJOURNMENT**

Motion to adjourn duly made by Secretary Weakley, seconded by Director Alcorn; motion unanimously passed. The meeting was adjourned at 3:45 p.m.

Dated this \_\_\_\_\_, day of \_\_\_\_\_, 2024.

Attest:

---

Brian J. Bamba  
Chairman

---

Donald I. Weakley  
Board Secretary



Prepared and Submitted By:

---

Amanda O'Brien  
Corresponding Secretary

## WORK ORDER

<b>TO:</b> Engineering Management & Planning Services Corp. dba EMPSCO Engineering Consultants 1998 Army Drive, Rt.16, 2nd Floor, Dededo, Guam		<b>TODAY'S DATE:</b> 4/03/2024	<b>WORK ORDER NO.</b> 2	<b>PAGE</b> 1 <b>of</b> 1 <small>(Attach Scope of Work, if necessary)</small>
<b>AMOUNT:</b> \$477,912.70 <b>EFFECTIVE DATE OF WORK ORDER:</b> 90 days upon approval <b>COMPLETION DATE:</b> of FAA		<b>CONTRACT TITLE/NO.:</b> Archit/Eng. Svcs for Design of Cargo Aprons & Fuel System Extension. Agreement No. GIAA-S22-006		
<b>SUBJECT:</b> A/E Services for Design Cargo Aprons and Fuel System Extension- Additional Work #1				
<b>SCOPE OF WORK (SOW):</b> <i>(If SOW requires additional space, please identify number of pages attached on the top right corner of form.)</i>  See Attachments				
<ol style="list-style-type: none"><li>1. Work Order is issued pursuant to the cited Contract Title/No. stated above.</li><li>2. Performance shall be pursuant to terms of the Agreement, incorporated herein by reference.</li><li>3. Payment shall be made in accordance with the payment terms of the Agreement, after submission of an invoice and GIAA's acceptance of services as satisfactory.</li></ol>				
<b>ACCEPTED BY:</b>  <b>FIRM/COMPANY NAME</b> EMPSCO- Engineering Consultants  By: <i>for</i> Petronilo Q. Villaluz Principal (Print) Signature: <i>[Signature]</i> Date: _____		<b>AUTHORIZED BY:</b>  By: _____ JOHN M. QUINATA Executive Manager  Date: _____  <b>Certified Funds Available:</b> By: _____ DAFNE MANSAPIT-SHIMIZU Certifying Officer  Date: _____		
<b>GIAA INTERNAL USE ONLY</b>				
<b>DIVISION:</b> Account #: _____  <b>ACCOUNTING:</b> <b>Obligation of funds:</b> _____ <b>Date:</b> _____ <small>(Print Name/Initial)</small> <b>Authorized by:</b> _____ <b>Date:</b> _____ <small>(Print Name/Initial)</small>		<b>PROCUREMENT:</b>  Supply Management Administrator <b>Print Name:</b> _____  <b>Initial:</b> _____ <b>Date:</b> _____		





## ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION

1998 ARMY DRIVE, RT. 16, DEDEDO, GUAM ■ PO BOX 21794 GMF, BARRIGADA, GU 96921  
■ TEL (671) 638-4716/5716 ■ FAX (671) 638-2136 ■ Email: empSCO@guam.net

03 April 2024

To: **Antonio B. Won Pat International Airport Authority, Guam (GIAA)**  
P.O. Box 8770  
Tamuning, Guam 96913

Attn: **Mr. John Quinata**  
Executive Manager

Cc: **Mr. Audie J. Artero**  
Engineer Supervisor

Project: **GIAA FY19-01-5, AIP No. 3-66-0001-119**  
Architectural/ Engineering Services Design of Cargo Apron and Fuel System Extension

Subject: **Additional Work #1**

Gentlemen:

Per key issues discussed and agreed upon on 13 February 2024, a fee proposal is attached in the letter for the following identified additional scope of work.

1. *Provide a control room building with air-conditioning and plumbing with one toilet and eyewash shower, no fire protection system required.*
2. *Provide additional fire hydrant to meet fire flow requirements, and provisions for manual firefighting per IFC.*
3. *Provide additional 12 hydrants pits for existing cargo apron area.*
4. *Provide CCTVs for Tower monitoring on the taxiway crossing.*
5. *CCTVs at the cargo apron area.*
6. *CCTVs above the ramp lighting.*
7. *Additional area for electrical and mechanical room*
8. *Conduct subsurface utility engineering (SUE) / GPR scanning and topographic survey along the proposed POL line alignment.*

Once again, we sincerely thank you for the opportunity to work with you on this project.

Please feel free to call the undersigned if you have any questions.

Sincerely,

**Ernesto A. Capulong Jr., P.E.**  
Principal-In-Charge  
EMPSCO – Engineering Consultants  
1998 Army Drive, Route 16 Dededo, Guam 96929



## FEE PROPOSAL

## PROFESSIONAL ENGINEERING SERVICES

## ARCHITECTURAL/ ENGINEERING SERVICES FOR THE DESIGN OF CARGO APRONS AND FUEL SYSTEM EXTENSION

Project No.: GIAA FY19-01-5; AIP No: .3-66-0001-119

[illegible]

SUBCONSULTANTS								
	NAME							
1	OYO Corporation							
2	Gavino Estur, RLS							



# FEE PROPOSAL

## PROFESSIONAL ENGINEERING SERVICES ARCHITECTURAL/ ENGINEERING SERVICES FOR THE DESIGN OF CARGO APRONS AND FUEL SYSTEM EXTENSION Project No.: GIAA FY19-01-5; AIP No.: 3-66-0001-119

ITEM	DESCRIPTION	PRINCIPAL MHS	PROJECT MANAGER MHS	ENVIRONMENTAL ENGINEER MHS	CIVIL ENGINEER/ PROJECT ENGINEER MHS	ARCHITECT MHS	STRUCTURAL ENGINEER MHS	FIRE PROTECTION ENGINEER MHS	MECHANICAL ENGINEER MHS	ELECTRICAL ENGINEER MHS	SPECIFICATION WRITER MHS	COST ESTIMATOR MHS	CADD TECHNICIAN MHS	ADMIN/CLERICAL MHS	TOTALS
1	ADDITIONAL DESIGN SCOPE OF WORK														
1.1	Provide a Control Room building complete with one (1) toilet, plumbing, and emergency eyewash shower. No fire protection system required.	40	40											80	160
1.2	Provide additional fire hydrants to meet fireflow requirements and provisions for manual firefighting in accordance with IFC.	40	40		180				160		40	40	240		740
1.3	Provide additional hydrants pits at the cargo apron area						70		160		40	40	240		550
1.4	Provide CCTV's at various locations (above ramp lights, taxiway crossing, and cargo apron area) for tower monitoring	40	40				70			160		40	240		590
1.5	Perform Subsurface Utility Exploration (SUE) Level B using GPR	40	40												80
1.6	Contact each utility to field and identify utilities to be mapped/potholed.														0
1.7	Perform the required measurements to locate the utilities relative to the GGN.														0
1.8	Photograph each Level A pothole showing pre - and post - excavation condition, as well as depth and condition of the located utility														0
1.9	Perform additional topographic survey based on the additional hydrant fuel lines														SUBCONSULTANT SEE BELOW
MANHOURS (MHS), TOTAL		160	160	0	180	0	140	0	320	160	80	120	720	80	2120
LOADED LABOR RATES		\$ 154.57	\$ 154.57	\$ 154.57	\$ 154.57	\$ 154.57	\$ 154.57	\$ 154.57	\$ 154.57	\$ 154.57	\$ 118.19	\$ 118.19	\$ 60.29	\$ 47.75	
LABOR TOTAL		\$ 24,731.20	\$ 24,731.20	\$ -	\$ 27,822.60	\$ -	\$ 21,639.80	\$ -	\$ 49,462.40	\$ 24,731.20	\$ 9,455.20	\$ 14,182.80	\$ 43,408.80	\$ 3,820.00	\$ 243,985.20

SUBCONSULTANTS		REPRODUCTION							
NAME	TOTAL COST	ITEM	QTY	UNIT COST	SETS	TOTAL COST			
a. OYO Corporation (GPR Scanning)	\$ 150,000.00	a. Drawings (Half size)	25	\$ 2.23	10	\$ 557.50			
b. Gavino Estur, RLS (Topographic Survey)	\$ 50,000.00	b. Specifications/Report	300	\$ 0.19	10	\$ 570.00			
SUB-TOTAL	\$ 200,000.00	c. Basis of Design	200	\$ 0.19	10	\$ 380.00			
c. Coordination / Handling (10%)	\$ 20,000.00	d. Cost Estimate	50	\$ 0.19	10	\$ 95.00			
SUB-TOTAL	\$ 220,000.00	e. Colored Prints	100	\$ 0.38	10	\$ 380.00	SUBCONSULTANTS, TOTAL	\$ 243,985.20	
d. GRT (5%)	\$ 11,000.00	f. Spiral Binding--Card Stock in Color Prints	10	\$ 5.00	10	\$ 500.00	SUBCONSULTANTS, TOTAL	\$ 231,000.00	
		g. CD/DVD w/ CD Label	5	\$ 0.90	10	\$ 445.00	REPRODUCTION, TOTAL	\$ 2,927.50	
SUBCONSULTANTS, TOTAL	\$ 231,000.00			REPRODUCTION, TOTAL		\$ 2,927.50	FEE PROPOSAL, GRAND TOTAL	\$ 477,912.70	



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2022 SUPPLEMENTAL GRANT PROGRAM

#### GRANT AGREEMENT

##### Part I - Offer

Federal Award Offer Date	March 20, 2024
Airport/Planning Area	AB Won Pat International Airport Authority, GUAM
Supplemental Appropriation Grant Number	3-66-0001-122-2024
Unique Entity Identifier	CBDXKNH7L5H9
TO:	Guam International Airport Authority (herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 31, 2023, for a grant of Federal funds for a project at or associated with the AB Won Pat International Airport Authority, GUAM, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the AB Won Pat International Airport Authority, GUAM (herein called the "Project") consisting of the following:

Conduct Energy Efficiency Assessment

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. § 40101, et seq.; 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); 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 \$500,000.

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

\$ 500,000 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, and the regulations, policies, and procedures of the Secretary. 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 April 15, 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 Supplemental Appropriation 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 goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract 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), 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 individual or firm are not excluded or disqualified from participating.
- b. Require all contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- 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. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
1. Is determined to have violated a prohibition in paragraph (a) of this Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this award term 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 Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this award.
23. **Grant 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 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.
  3. 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.
  4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** 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.

## SPECIAL CONDITIONS

27. **Mothers' Rooms**. As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
28. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<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>1</sup>

Dated March 21, 2024

Guam International Airport Authority

*(Name of Sponsor)*



*(Signature of Sponsor's Authorized Official)*

**By:** John Quinata

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Executive Manager

*(Title of Sponsor's Authorized Official)*

<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.

**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 Territory 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); 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>1</sup>

Dated at March 23, 2024

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

<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.

## 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.

## **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 (**Guam International Airport Authority**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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 July 31, 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. 24-34**

**RELATIVE TO THE  
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES  
WITH TORRES LAW GROUP**

**WHEREAS**, an Agreement for Legal Services was made on April 20, 2022, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA” or the “Authority”) and TORRES LAW GROUP (“TLG”) (the “TLG Agreement”); and

**WHEREAS**, the TLG Agreement provides for a term of two (2) years commencing on April 20, 2022, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

**WHEREAS**, the Board of Directors has determined that GIAA continues to require the services of TLG and that it is in the best interests of GIAA to extend the term of the TLG Agreement for an additional one (1) year period commencing April 20, 2024 (1<sup>st</sup> option), and expiring on April 19, 2025, under the same terms and conditions as set forth in the TLG Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of GIAA hereby exercises its option to extend the term of the TLG Agreement for an additional one (1) year period commencing on April 20, 2024, under the same terms and conditions as set forth in the TLG Agreement.

**DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE APRIL 30, 2024 REGULAR BOARD MEETING.**

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

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

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

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

BOARD OF DIRECTORS RESOLUTION NO. 24-34  
RELATIVE TO THE EXTENSION OF THE  
AGREEMENT FOR LEGAL SERVICES WITH  
TORRES LAW GROUP  
(1<sup>st</sup> Option)

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**DOYON A. MORATO**

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**ROSIE R. TAINATONGO**

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**JESSE G. GARCIA**

**ATTEST:**

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**DONALD I. WEAKLEY, Secretary**

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
BOARD OF DIRECTORS RESOLUTION NO. 24-35**

**RELATIVE TO THE  
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES  
WITH LAW OFFICES OF JACQUES G. BRONZE, P.C.**

**WHEREAS**, an Agreement for Legal Services was made on April 20, 2022, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA” or the “Authority”) and LAW OFFICES OF JACQUES G. BRONZE, P.C. (“JGB”) (the “JGB Agreement”); and

**WHEREAS**, the JGB Agreement provides for a term of (2) years commencing April 20, 2022, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

**WHEREAS**, the Board of Directors has determined that GIAA continues to require the services of JGB and that it is in the best interests of GIAA to extend the term of the JGB Agreement for an additional one (1) year period commencing April 20, 2024 (1<sup>st</sup> option), and expiring on April 19, 2025, under the same terms and conditions as set forth in the JGB Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of GIAA hereby exercises its option to extend the term of the JGB Agreement for an additional one (1) year period commencing on April 20, 2024, under the same terms and conditions as set forth in the JGB Agreement.

**DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE APRIL 30, 2024 REGULAR BOARD MEETING.**

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

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

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

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

BOARD OF DIRECTORS RESOLUTION NO. 24-35  
RELATIVE TO THE EXTENSION OF THE  
AGREEMENT FOR LEGAL SERVICES WITH  
LAW OFFICES OF JACQUES G. BRONZE, P.C.  
(1<sup>st</sup> Option)

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**DOYON A. MORATO**

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**ROSIE R. TAINATONGO**

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**JESSE G. GARCIA**

**ATTEST:**

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**DONALD I. WEAKLEY, Secretary**





## **FY 2024 GIAA TRAVEL REPORT**

### **BOARD RATIFICATION: APRIL 2024**

Ratification of Travel for Senator Jesse Lujan who attended the AAAE/ACC Airport Planning, Design and Construction Symposium, March 5-7, 2024 in Salt Lake City, Utah along with GIAA representatives. Pursuant to GIAA Travel Policy for non-airport persons or personnel who are neither employees or members of the Board of Directors of GIAA, the granting authority shall be the GIAA Board of Directors. Management requests the GIAA Board's ratification of this travel.

**FY 2024 TRAVEL REPORT**  
**BOARD RATIFICATION: APRIL 2024**

TA NO.	NAME	COST	TRAVEL DATES	PURPOSE	DESTINATION
24-03-33	Senator Lujan, Jesse	\$7,288.31	3/5/2024 - 3/7/2024	Traveler attended AAAE/ACC Airport Planning, Design and Construction Symposium.	Salt Lake, Utah.

# EXECUTIVE MANAGER'S REPORT

## GIAA BOARD OF DIRECTORS MEETING

April 30, 2024

### PASSENGER FLIGHT NETWORK: MAY 2024

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
United Airlines	HNL	UA201/200	1805/0655	Daily
	HND	UA848/847	0445/1900	Daily
	NRT	UA197/196	2240/1210	Daily
		UA827/828	1545/0700	Daily//Tue, Thu, Sat, Sun
		UA874/873	0105/1500	Tue, Thu, Sat, Sun/Daily
		UA865/UA864	2210/0100	Daily
	SPN	UA841/UA840	2240/1120	Daily
		UA076/UA174	1035/0800	Daily
	MNL	UA184/UA183	0410/1915	Daily
	KIX	UA150/UA151	1550/0710	Daily
		UA178/UA177	0120+1/1650	Tues, Thurs, Saturday
	FUK	UA166/UA165	1105/0655	Daily
	NGO	UA136/UA137	1600/0725	Daily
		UA172/UA171	0125+1/1700	Mon, Wed, Thurs, Sun
	ROR	UA158/UA157	0505+1/2345	Mon, Tue, Thurs, Fri
		UA192/UA193	0615+1/1855	Wed, Sat
TKK	TKK	UA132/UA133	1655+1/0920	Thurs
		UA154/UA155	1815+1/0755	Tue and Sat
	PNI	UA176/UA176	0340+1/2025	Sunday
Yap	Yap	UA186/UA185	0400+1/2335	Wed & Sun

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
Jeju Airlines	ICN	7C3101/3102	1605/1710	Daily
	ICN	7C3105/7C3106	0200/0305	Daily
Korean Air	ICN	KE421/KE422	1515/1650	Daily
Jin Air	ICN	LJ913/L914	1505/1615	Daily
	PUS	LJ929/LJ930	0200/0300	Daily
Japan Airlines	NRT	JL941/JL942	1415/1650	Mon, Wed, Thur, Sat, and two added flights on May 1, and 5
Philippine Airlines	MNL	PR110/PR111	0335/0555	Daily
T'Way Airlines	ICN	TW303/TW304	1400/1500	Daily
Star Marianas	ROP	**3401/**4301		Mon, Tue, Wed, Thu, Fri
China Airlines	NRT	7887/788	2135/05:15	1 Charter on May 3
	Air Seoul	ICN	*	*
	Air Busan	PUS	*	*

\* Continued Suspension

#### Air Service Changes (APR vs. MAY):

United introduces daily Haneda (HND) service  
 Japan Airlines adds two flights on May 1 and May 5  
 Jin Air increases Busan (PUS) service from 4x weekly to daily  
 China Airlines will conduct a charter operation from Narita on May 3

#### AIR SERVICE SNAPSHOT

In May 2024, GIAA will see an increase just shy of 4% in the number of flights scheduled to operate throughout the month and a slight increase of 2% of seat capacity, compared to May of 2023.

	FY 2023			FY 2024			% Percentage Change		
	# of Flights	Seat Capacity	Enplane-ments	# of Flights	Seat Capacity	Enplanem-ents	# of Flights	Seat Capacity	Enplane-ments
January	625	105,854	79,100	816	148,616	101,439	31%	40%	22%
February	525	94,167	73,378	712	129,083	93,224	36%	37%	21%
March	695	112,091	87,147	696	127,338	96,992	0.14%	14%	10%
April	622	115,790	79,104	641	117,135	NA	3.05%	1%	NA
May	677	125,300	73,858	703	128,368	NA	3.84%	2%	NA

## EXECUTIVE MANAGER'S REPORT

### GIAA BOARD OF DIRECTORS MEETING

April 30, 2024

#### AIR SERVICE DEVELOPMENT

##### **United Airlines Haneda Launch Event**

Tomorrow, May 1<sup>st</sup>, United Airlines will launch their direct Haneda (HND)-Guam (GUM) service arriving here May 2<sup>nd</sup> at 4:45 am to a joint welcome from GIAA and GVB, and support from Guam Customs and Quarantine. ARFF will execute a water salute to commemorate the inaugural arrival and arriving passengers will receive a warm welcome from officials at Gate 10, and lei greeting as they arrive in the Customs Hall. Coffee service will be available in the Customs area as they await baggage, with a final touch of walking the red carpet as they approach Customs booths for processing. Island music awaits the arriving passengers in the Arrivals Hall as they exit the Guam Customs Hall.

#### TRAINING/RECERTIFICATION

**GIAA's Airport Police Division re-certification training** in all aspects of safety and security duties, and specialized aviation roles performed by our Airport Police, has commenced, and will continue through the month of May.

**Active Shooter Training** will be conducted by Airport Police to all GIAA employees throughout the every Tuesday and Thursday during the month of May and , and the first Tuesday and Thursday in the month of June.

ARFF continues in its robust training with a two-day **Incident Officer Training** held at the ARFF training room with fellow firefighters from the Guam Fire Dept. and Andersen Fire on April 16-17, 2024.

**2024 National Level Tabletop Exercise on Cyber Attacks** was held On April 24, 2024 at the Royal Higa International Guam Hotel. Airport management participated, along with our Response Activity Coordinator assigned to the Guam Homeland Security Emergency Coordinating Center during emergencies and MIS Staff. The tabletop exercise was beneficial in testing all agency response(s) to cyberattack scenarios.

**\*All required quarterly training/travel reports are posted on the Airport's website.**

#### FEDERAL REGULATORY UPDATES

##### **FAA Additional \$3.2M for Terminal Roofing Project**

FAA included an additional \$3.2 million from the Bipartisan Infrastructure Law (BIL) Airport Improvement Grant (AIG) Program for our Terminal Roofing project.

#### PROCUREMENT UPDATES

##### **IFB Purchase & Delivery of Airfield Lights, Signs, and Materials**

Bid Announced: April 16, 2024

Bid Submission Deadline:  
Bid Opening:

## EXECUTIVE MANAGER'S REPORT GIAA BOARD OF DIRECTORS MEETING

April 30, 2024

May 7, 2024 @ 2pm  
May 7, 2024 @ 2:15pm

### RFP Insurance Broker Services

RFP Announced: April 26, 2024  
Proposal Submission Deadline: May 16, 2024 @ 4pm

### ANNOUNCEMENTS

- Lt. Governor Josh Tenorio and proud parents enthusiastically welcomed returning champion players of the **2024 Little League Asia Pacific Senior Division Regionals baseball tournament** upon their arrival from New Zealand on April 4, 2023.
- Future island leaders acted alongside airport executive management and division heads in the **Department of Youth Affairs Island Leadership Day** on April 19, 2024. Our students ranged from 8<sup>th</sup> graders to a high school senior.
- GIAA joined GVB staff in welcoming two (2) **Charter Flights from Taiwan** for their Meetings, Incentives, Conferences, & Exhibits (**MICE**) market. The charters, operated by United Airlines arrived on April 22<sup>nd</sup> with 66 pax and April 23<sup>rd</sup> with 101 pax.
- Biba Team GIAA for winning the Championship Game on Tuesday, April 23<sup>rd</sup> against the Department of Parks and Recreation. GIAA' co-ed basketball team took home the trophy in an exciting and eventful game, prevailing with a 76071 win!
- We recognize and applaud our **Airport Administrative Professionals** who are the backbone and foundation of our organization. In recognition of the national Administrative Professionals Day on April 24, 2024, our administrative team throughout all divisions were featured on our social pages and are featured in the April 2024 edition of GIAA's monthly newsletter
- For the benefit of the "Autism Community Together" an ARFF 10-member team competed in the **Annual Fire Truck Pull fundraiser** on Saturday, April 27, 2024, at the University of Guam, coming in at 3<sup>rd</sup> place for the fastest pull times recorded. We appreciate the ARFF unit for their community participation and support of this worthy organization.
- **Japan Airlines** announced their annual **Guam Haiku contest** winners on April 28, 2024, with an **award ceremony** held in conjunction of with their JAL Pilot training flight the same day.



**EXECUTIVE MANAGER'S REPORT**  
**GIAA BOARD OF DIRECTORS MEETING**  
**April 30, 2024**

- The **2024 Liberation** theme of *Todu I Tiempo I Pås Para Hita (Peace For Us Always)* on Tuesday, April 23<sup>rd</sup> so we can begin conceptualizing our float entry for the 80<sup>th</sup> Guam Liberation.



April 26, 2024

# MEMORANDUM

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

**From:** Dafne Mansapit-Shimizu  
Comptroller

**Subject: Operating Results – Revenues and Expenses as of March 31, 2024**

Attached herewith is GIAA's Operating Results Report for the month ending March 31, 2024. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended March 31, 2024.

The key operating results for 6 month(s) of FY2024 ending March 31, 2024 – (in \$000's) are

CATEGORY	Actual FY24 Current Month	YEAR-TO-DATE			FORECAST FOR FULL YEAR- FY24	
		Budget FY24 Y-T-D	Actual FY24 Y-T-D	% Variance Budget vs. Actual	Actual	% Variance Budget vs. Actual
				Y-T-D Current Month		
Total Signatory Revenues	\$ 2,767.5	\$ 19,679.5	\$ 16,669.0	-15.3%	\$ 37,383.9	-7.5%
Total Concession Revenues	\$ 990.2	\$ 5,893.7	\$ 5,774.3	-2.0%	\$ 12,256.8	-1.0%
Total PFC's	\$ 310.4	\$ 2,397.2	\$ 2,006.7	-16.3%	\$ 4,565.2	-7.9%
Total Other Revenues	\$ 1,473.8	\$ 8,094.1	\$ 8,303.0	2.6%	\$ 16,471.5	1.3%
Total Operating Revenues	\$ 5,541.9	\$ 36,064.5	\$ 32,753.1	-9.2%	\$ 70,677.4	-4.5%
Total Operating Expenses	\$ 4,276.0	\$ 28,002.4	\$ 22,631.2	-19.2%	\$ 50,228.3	-9.7%
Net Revenues from Operations	\$ 1,265.9	\$ 8,062.0	\$ 10,121.9	25.6%	\$ 20,449.1	11.2%
Non-Operating Expenses	\$ 282.1	\$ 597.0	\$ 2,373.8	297.5%	\$ 2,674.8	197.9%
Other Available Moneys/Other Sources of Funds	\$ 277.9	\$ 1,681.3	\$ 1,600.3	-4.8%	\$ 3,281.6	-2.4%
<b>Net Debt Service Coverage</b>	<b>1.45</b>	<b>1.60</b>	<b>1.71</b>	<b>6.9%</b>	<b>1.87</b>	<b>3.3%</b>

Year-to-date Total Signatory Revenues for the month ending March 31, 2024 are below Budgeted revenues by **15.3%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **2.0%** below budget while Passenger Facility Charges are below the budget estimate by **16.3%**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **2.6%**.

Year-to-date Total Operating Revenues actual of **\$32.8M** is **9.2%** below the budget estimate of **\$36.1M**.

Year-to-date Total Operating Expenses are below budget by **22.6%**. Components of this line item include an **10.2%** decrease in Personnel Service, a **22.1%** decrease in Contractual Services, a **66.5%** decrease in Materials & Supplies and a **0.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$10.1M** represents a **25.6%** increase over the year-to-date budgeted amount of **\$8.1M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.71** 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

**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**KEY OPERATING RESULTS (\$000's)**

As of March 31, 2024

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l		Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
<b>I. Signatory Airline Rents &amp; Fees</b>											
Terminal Bldg Rentals	221.5	279.0	272.4	-2.4%	3,348.2	1,329.0	1,674.1	1,634.5	-2.4%	3,308.6	-1.2%
Departure Fees	408.8	805.6	622.6	-22.7%	9,275.2	2,437.4	4,486.6	3,582.4	-20.2%	8,370.9	-9.7%
Arrival Fees	266.0	601.9	431.5	-28.3%	6,954.1	1,707.8	3,364.6	2,603.3	-22.6%	6,192.7	-10.9%
Immigration Inspection Fees	104.4	238.2	170.1	-28.6%	2,731.0	664.6	1,324.0	1,024.6	-22.6%	2,431.5	-11.0%
Common Use Departure Fees	-14.2	99.8	69.3	-30.6%	1,175.8	203.4	558.7	432.3	-22.6%	1,049.4	-10.8%
Loading Bridge Use Fees	249.7	394.8	334.9	-15.2%	4,757.3	1,526.0	2,310.1	2,076.5	-10.1%	4,523.7	-4.9%
Landing Fees	611.3	898.4	754.2	-16.0%	10,561.2	3,393.9	5,180.5	4,628.3	-10.7%	10,009.0	-5.2%
Apron Use Fees	86.4	135.4	112.6	-16.9%	1,591.7	484.5	780.8	687.1	-12.0%	1,498.1	-5.9%
<b>Total Signatory Revenue</b>	<b>1,933.9</b>	<b>3,453.2</b>	<b>2,767.5</b>	<b>-19.9%</b>	<b>40,394.4</b>	<b>11,746.7</b>	<b>19,679.5</b>	<b>16,669.0</b>	<b>-15.3%</b>	<b>37,383.9</b>	<b>-7.5%</b>
Enplaned Signatory Pax	86,162	122,564	94,758	-22.7%	1,411,083	429,879	682,575	545,267	-20.1%	1,273,775	-9.7%
<b>Cost per Enplaned Pax</b>	<b>\$22.44</b>	<b>\$28.17</b>	<b>\$29.21</b>	<b>3.7%</b>	<b>\$28.63</b>	<b>\$27.33</b>	<b>\$28.83</b>	<b>\$30.57</b>	<b>6.0%</b>	<b>\$29.35</b>	<b>2.5%</b>
<b>Revenues from Sources other than Signatory Airlines Rents &amp; Fees</b>											
Concession Revenues											
Gen Mdse	572.1	713.6	614.3	-13.9%	8,690.6	3,551.7	4,070.5	3,534.7	-13.2%	8,154.8	-6.2%
In-flight Catering	54.6	70.0	115.2	64.6%	783.1	282.7	387.4	726.3	87.5%	1,122.0	43.3%
Food & Beverage	73.8	77.6	81.0	4.4%	867.8	393.3	429.3	463.2	7.9%	901.7	3.9%
Rental Cars	132.7	153.2	158.6	3.5%	1,714.3	625.3	848.1	895.8	5.6%	1,762.1	2.8%
Other Concession Rev	15.5	28.6	21.2	-26.0%	320.2	102.8	158.4	154.4	-2.5%	316.2	-1.3%
<b>Total Concession Revenues</b>	<b>848.7</b>	<b>1,043.0</b>	<b>990.2</b>	<b>-5.1%</b>	<b>12,376.1</b>	<b>4,955.8</b>	<b>5,893.7</b>	<b>5,774.3</b>	<b>-2.0%</b>	<b>12,256.8</b>	<b>-1.0%</b>
Passenger Facility Charges	330.3	430.4	310.4	-27.9%	4,955.7	1,671.3	2,397.2	2,006.7	-16.3%	4,565.2	-7.9%
Other Revenue	1,690.5	1,361.8	1,473.8	8.2%	16,262.5	7,100.9	8,094.1	8,303.0	2.6%	16,471.5	1.3%
<b>Total Operating Revenue</b>	<b>4,803.4</b>	<b>6,288.4</b>	<b>5,541.9</b>	<b>-11.9%</b>	<b>73,988.8</b>	<b>25,474.6</b>	<b>36,064.5</b>	<b>32,753.1</b>	<b>-9.2%</b>	<b>70,677.4</b>	<b>-4.5%</b>
<b>II. Operating Expenses:</b>											
Personnel Services	1,881.1	1,949.3	1,985.8	1.9%	25,341.2	10,715.5	12,670.6	11,375.1	-10.2%	24,045.7	-5.1%
Contractual Services	1,798.4	2,439.3	2,186.7	-10.4%	27,652.8	10,937.6	13,793.8	10,740.6	-22.1%	24,599.5	-11.0%
Materials & Supplies	92.1	238.1	103.6	-56.5%	2,605.6	347.0	1,538.0	515.5	-66.5%	1,583.1	-39.2%
Equipment/Furnishings	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0%	0.0	0.0%
<b>Total Operating Expenses</b>	<b>3,771.6</b>	<b>4,626.7</b>	<b>4,276.0</b>	<b>-7.6%</b>	<b>55,599.6</b>	<b>22,000.1</b>	<b>28,002.4</b>	<b>22,631.2</b>	<b>-19.2%</b>	<b>50,228.3</b>	<b>-9.7%</b>
<b>Net income from Operations</b>	<b>1,031.8</b>	<b>1,661.8</b>	<b>1,265.9</b>	<b>-23.8%</b>	<b>18,389.2</b>	<b>3,474.6</b>	<b>8,062.0</b>	<b>10,121.9</b>	<b>25.6%</b>	<b>20,449.1</b>	<b>11.2%</b>

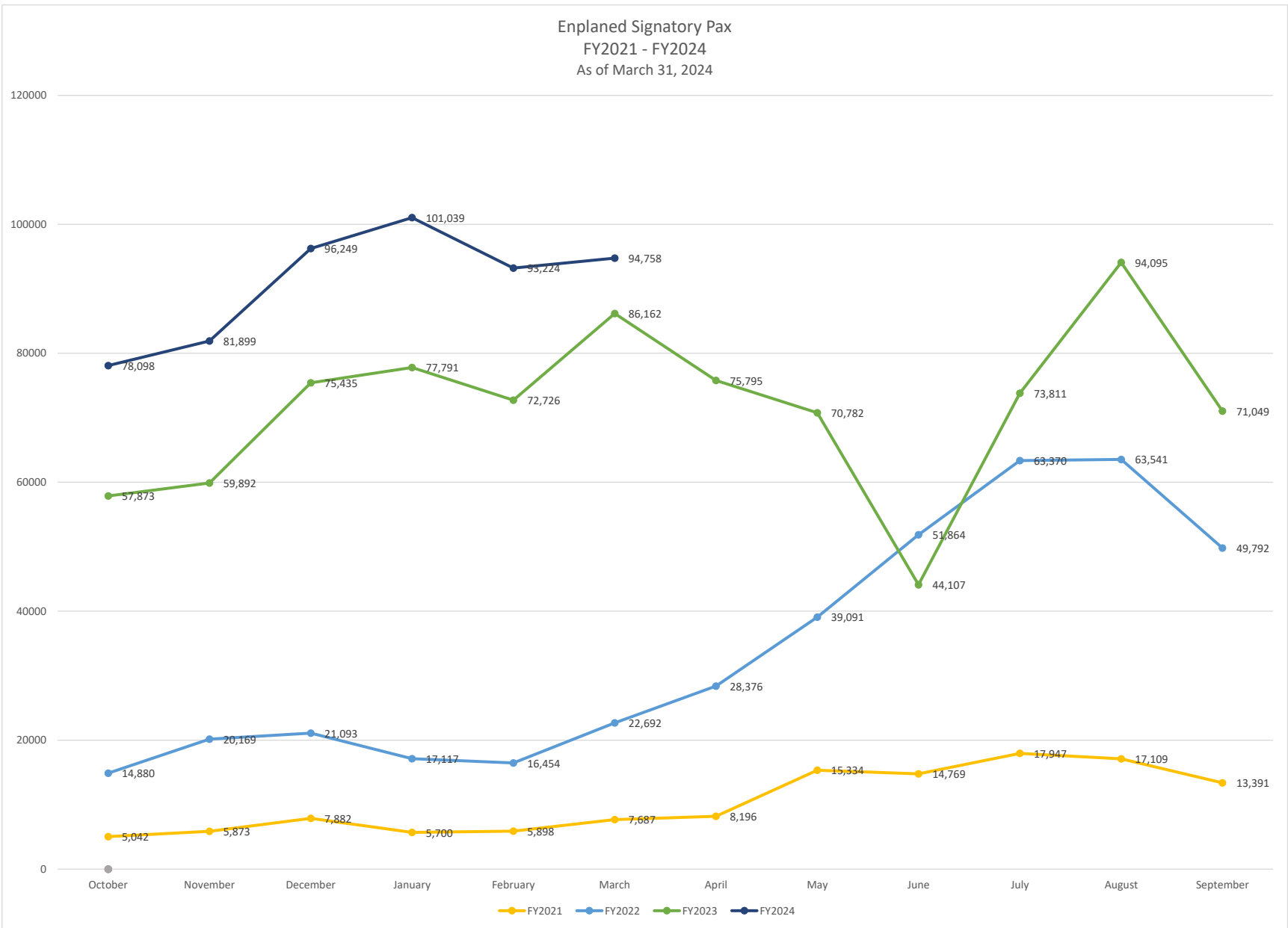
**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**  
**KEY OPERATING RESULTS (\$000's)**  
As of March 31, 2024

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l		Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
<b>III. Other Revenues and Expenses</b>											
Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	75.4	50.2	282.1	462.3%	898.0	452.5	597.0	2,373.8	297.6%	2,674.8	197.9%
Add: Interest on Investments	<u>319.0</u>	<u>51.5</u>	<u>165.5</u>	<u>221.3%</u>	<u>618.3</u>	<u>626.4</u>	<u>309.1</u>	<u>811.7</u>	<u>162.6%</u>	<u>1,120.8</u>	<u>81.3%</u>
<b>Net Revenues</b>	1,275.4	1,663.1	1,149.3	-30.9%	18,109.5	3,648.5	7,774.2	8,559.8	10.1%	18,895.1	4.3%
Add: Other sources of Funds (Federal Reimb)	79.3	33.3	31.0	-7.1%	400.0	207.6	200.0	119.0	-40.5%	319.0	-20.3%
Add: Other available moneys	<u>168.2</u>	<u>246.9</u>	<u>246.9</u>	<u>0.0%</u>	<u>2,962.6</u>	<u>1,009.3</u>	<u>1,481.3</u>	<u>1,481.3</u>	<u>0.0%</u>	<u>2,962.6</u>	<u>0.0%</u>
<b>Net Revenues and Other Available Moneys</b>	<u><u>1,523.0</u></u>	<u><u>1,943.3</u></u>	<u><u>1,427.2</u></u>	<u><u>-26.6%</u></u>	<u><u>21,472.1</u></u>	<u><u>4,865.3</u></u>	<u><u>9,455.5</u></u>	<u><u>10,160.1</u></u>	<u><u>7.5%</u></u>	<u><u>22,176.7</u></u>	<u><u>3.3%</u></u>
Debt Service payments	<u>672.9</u>	<u>987.5</u>	<u>987.5</u>	<u>0.0%</u>	<u>11,850.6</u>	<u>4,037.1</u>	<u>5,925.3</u>	<u>5,925.3</u>	<u>0.0%</u>	<u>11,850.6</u>	<u>0.0%</u>
<b>Debt Service Coverage</b>	<b>2.26</b>	<b>1.97</b>	<b>1.45</b>	<b>-26.4%</b>	<b>1.81</b>	<b>1.21</b>	<b>1.60</b>	<b>1.71</b>	<b>6.9%</b>	<b>1.87</b>	<b>3.3%</b>



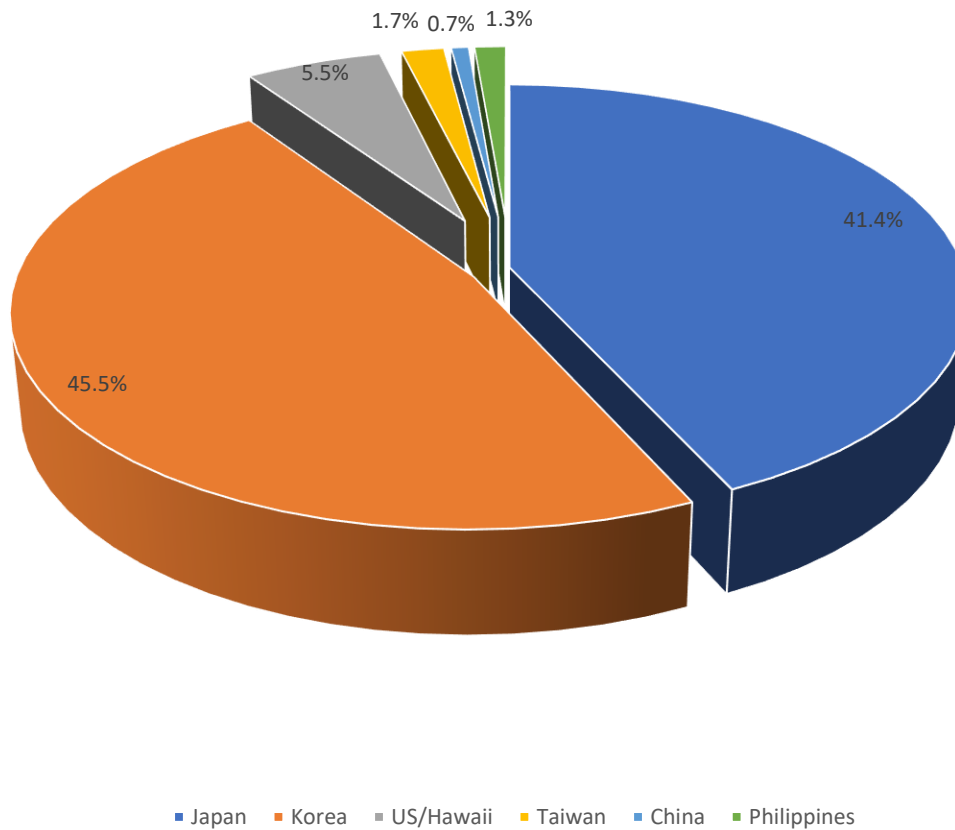
Comptroller's Report  
Attachment #1

Enplaned Signatory Pax  
FY2021 - FY2024  
As of March 31, 2024



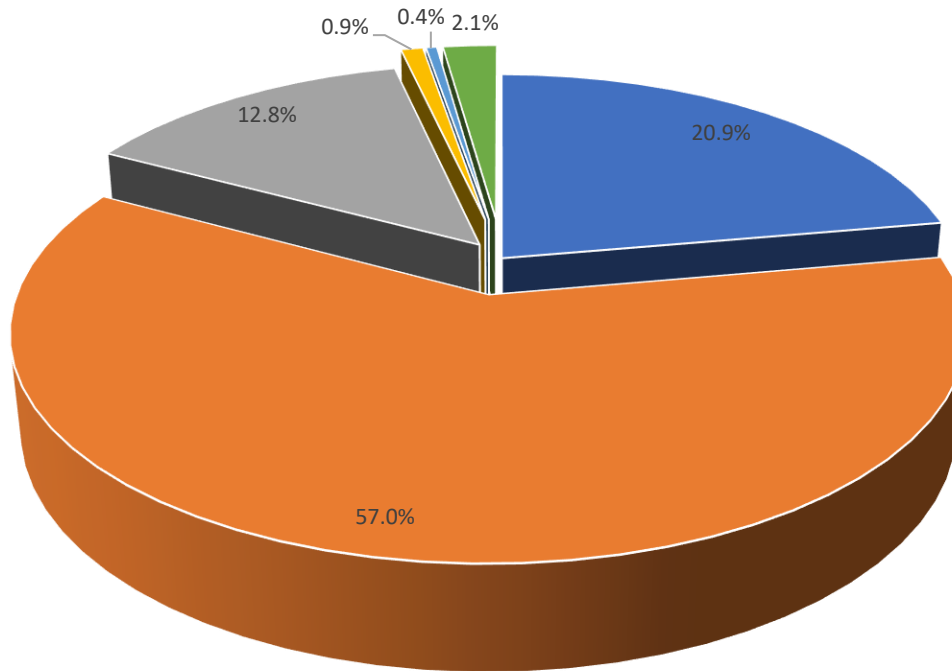
Comptroller's Report Attachment #2

Visitor Arrivals - Origin of Air Arrivals - YTD as of Dec-19  
(source: GVB Preliminary Arrival Summary)



Comptroller's Report Attachment #3

Visitor Arrivals - Origin of Air Arrivals - YTD as of Dec-23  
(source: GVB Preliminary Arrival Summary)




■ Japan ■ Korea ■ US/Hawaii ■ Taiwan ■ China ■ Philippines

**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 JACOB & PANGELINAN LLP**

**DATE:** April 17, 2024

**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.