

Airport Rescue Grant Agreement American Rescue Plan Act (ARPA) of 2021

Subgrant # ARB -13222

The Michigan Department of Transportation, acting as a Federal Aviation Administration (FAA) Block Grant Program Participant, has executed FAA ARPA Grant number 3-26-SBGP-132-2022. This Block Grant outlines specific requirements, terms, conditions, and assurances required of the Michigan Department of Transportation and any subordinate grant recipients.

This ARPA Agreement shall convey the specific requirements, terms, conditions, and assurances contained in FAA ARPA Grant number 3-26-SBGP-132-2022 to

Ann Arbor Ann Arbor Municipal Airport, City of Ann Arbor

hereafter referred to as "the SPONSOR" as a subgrant recipient of funds. FAA ARPA Grant number 3-26-SBGP-132-2022 is attached to this ARPA Agreement.

The maximum obligation payable to the SPONSOR is \$59,000. The SPONSOR may use these funds to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) pandemic. ARPA Grant subgrant recipients shall follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the funds received under 3-26-SBGP-132-2022 or any associated subgrants may not be used for any purpose not related to the airport.

The SPONSOR shall upload each payment request to MDOT's ProjectWise software. Each request shall include the following information:

- a) 2023 ARPA Operational Funding Reimbursement Request Form
- b) Summary Sheet (if multiple items are included)

Once completed payment requests are received, MDOT will review, process, and submit the request to FAA via the Delphi Invoicing System.

In addition to all specific requirements, terms, conditions, and assurances contained in FAA ARPA Grant Number 3-26-SBGP-132-2022, the Sponsor shall ensure strict adherence to the following audit requirements:

1. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made

under this Agreement (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Agreement.

2. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute with regard to allowable expenses or any other issue under this Agreement, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

3. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

4. If any part of the work is subcontracted, the SPONSOR will assure compliance with sections (1), (2), and (3) above for all subcontracted work.

5. The SPONSOR agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement which includes the FAA ARPA Grant number 3-26-SBGP-132-2022 attached to this ARPA Agreement. The SPONSOR also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

6. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to make that documentation available for review by MDOT in a convenient and reasonable way. The RESPONSE will refer to and apply the language of the Agreement. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT

determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Agreement or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

The Sponsor agrees to comply with all portions of this grant Agreement.

Sponsor:

Authorized Sponsor Signatory: _____

Authorized Sponsor Signatory (Printed): _____

Date: _____

MDOT Signatory: _____

MDOT Signatory Printed: _____

Date: _____



U.S. Department
of Transportation
Federal Aviation
Administration

**AIRPORT RESCUE GRANT
STATE BLOCK GRANT AGREEMENT**

Part I - Offer

Federal Award Offer Date February 4, 2022

Airport Rescue State
Block Grant No. 3-26-SBGP-132-2022

Unique Entity Identifier 805340361

TO: State of Michigan
(herein called the "State")

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

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Improvement Program (AIP) Grant funds for airport planning, development, and noise program implementation projects conforming to 49 U.S.C Chapters 471 and 475, as permitted under 49 U.S.C. § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIP Grant funds for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA an Airport Rescue State Block Grant Application dated November 8, 2021, for a grant of Federal funds at or associated with the State of Michigan, which is included as part of this Airport Rescue State Block Grant Agreement;

WHEREAS, the FAA has made an Airport Rescue State Block Grant Offer and the State has accepted the terms of FAA's Airport Rescue State Block Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the Airport Rescue State Block Grant Application to provide Airport Rescue State Block Grant funds (herein called the "State Block Grant" or "Airport Rescue State Block Grant") to the State for the covered airports identified herein;

WHEREAS, this Airport Rescue State Block Grant is provided in accordance with the American Rescue Plan Act (“ARP Act”, or “the Act”), Public Law 117-2, as described below, to provide eligible covered airports in Michigan participating in the SBGP described above, with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments;

WHEREAS, this Airport Rescue State Block Grant allocates specific amounts to covered airports, which are named herein and derived by legislative formula (See Section 7102 of the Act); and

WHEREAS, the purpose of this Airport Rescue State Block Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue State Block Grant Agreement must be used only for purposes directly related to the covered airports and shall be provided to such covered airports using subgrants, which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport’s operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue State Block Grant funds may be used to reimburse airport operational expenses directly related to covered airports in Michigan incurred no earlier than January 20, 2020.

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

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

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,767,000.
The following amounts represent the calculations of the maximum total obligations per covered airport available under the provisions of the American Relief Plan Act, Section 7102, and the FAA State Block Grant Program:

\$2,767,000	Non-Primary	KW2022
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LOCID	Airport Name	City	Service Level	Role	Non-Primary Allocation
ADG	Lenawee County	Adrian	GA	Local	\$32,000
35D	Padgham Field	Allegan	GA	Local	\$32,000
AMN	Gratiot Community	Alma	GA	Local	\$32,000
ARB	Ann Arbor Municipal	Ann Arbor	GA	Regional	\$59,000
Y93	Atlanta Municipal	Atlanta	GA	Basic	\$22,000
BAX	Huron County Memorial	Bad Axe	GA	Local	\$32,000
BTL	W K Kellogg	Battle Creek	GA	Regional	\$59,000
3CM	James Clements Municipal	Bay City	GA	Local	\$32,000
SJX	Beaver Island	Beaver Island	GA	Basic	\$22,000
ACB	Antrim County	Bellaire	GA	Local	\$32,000
BEH	Southwest Michigan Regional	Benton Harbor	GA	Regional	\$59,000
RQB	Roben-Hood	Big Rapids	GA	Local	\$32,000
6Y1	Bois Blanc Island	Bois Blanc Island	GA	Basic	\$22,000
CAD	Wexford County	Cadillac	GA	Local	\$32,000
CFS	Tuscola Area	Caro	GA	Local	\$32,000
CVX	Charlevoix Municipal	Charlevoix	GA	Local	\$32,000
FPK	Fitch H Beach	Charlotte	GA	Local	\$32,000
SLH	Cheboygan County	Cheboygan	GA	Local	\$32,000
48D	Clare Municipal	Clare	GA	Local	\$32,000
OEB	Branch County Memorial	Coldwater	GA	Local	\$32,000
DET	Coleman A Young Municipal	Detroit	GA	Regional	\$59,000
ONZ	Grosse Ile Municipal	Detroit/Grosse Ile	R	Local	\$32,000
C91	Dowagiac Municipal	Dowagiac	GA	Local	\$32,000
DRM	Drummond Island	Drummond Island	GA	Basic	\$22,000
FKS	Frankfort Dow Memorial Field	Frankfort	GA	Local	\$32,000
FFX	Fremont Municipal	Fremont	GA	Local	\$32,000
GLR	Gaylord Regional	Gaylord	GA	Local	\$32,000
GDW	Gladwin Zettel Memorial	Gladwin	GA	Local	\$32,000
3GM	Grand Haven Memorial Airpark	Grand Haven	GA	Local	\$32,000
4D0	Abrams Municipal	Grand Ledge	GA	Local	\$32,000
GOV	Grayling AAF	Grayling	GA	Basic	\$22,000
6D6	Greenville Municipal	Greenville	GA	Local	\$32,000
C04	Oceana County	Hart/Shelby	GA	Local	\$32,000
9D9	Hastings	Hastings	GA	Local	\$32,000
JYM	Hillsdale Municipal	Hillsdale	GA	Basic	\$22,000
BIV	West Michigan Regional	Holland	GA	National	\$148,000
HTL	Roscommon County - Blodgett Memorial	Houghton Lake	GA	Local	\$32,000
OZW	Livingston County Spencer J Hardy	Howell	R	Regional	\$59,000

Y70	Ionia County	Ionia	GA	Local	\$32,000
IWD	Gogebic-Iron County	Ironwood	CS	Local	\$32,000
JXN	Jackson County-Reynolds Field	Jackson	GA	Regional	\$59,000
13C	Lakeview-Griffith Field	Lakeview	GA	Local	\$32,000
D95	Dupont-Lapeer	Lapeer	GA	Local	\$32,000
LDM	Mason County	Ludington	GA	Local	\$32,000
MCD	Mackinac Island	Mackinac Island	GA	Basic	\$22,000
MBL	Manistee Co-Blacker	Manistee	GA	Local	\$32,000
ISQ	Schoolcraft County	Manistique	GA	Basic	\$22,000
77G	Marlette Township	Marlette	GA	Local	\$32,000
RMY	Brooks Field	Marshall	GA	Local	\$32,000
TEW	Mason Jewett Field	Mason	GA	Local	\$32,000
MNM	Menominee Regional	Menominee	GA	Local	\$32,000
IKW	Jack Barstow	Midland	GA	Local	\$32,000
51M	Oscoda County Dennis Kauffman Memorial	Mio	GA	Basic	\$22,000
TTF	Custer	Monroe	GA	Local	\$32,000
MOP	Mount Pleasant Municipal	Mount Pleasant	GA	Local	\$32,000
Y47	Oakland Southwest	New Hudson	R	Local	\$32,000
ERY	Luce County	Newberry	GA	Basic	\$22,000
3TR	Jerry Tyler Memorial	Niles	GA	Local	\$32,000
OGM	Ontonagon County - Schuster Field	Ontonagon	GA	Basic	\$22,000
OSC	Oscoda-Wurtsmith	Oscoda	GA	Local	\$32,000
RNP	Owosso Community	Owosso	GA	Local	\$32,000
1D2	Canton-Plymouth-Mettetal	Plymouth	R	Local	\$32,000
PTK	Oakland County International	Pontiac	R	National	\$148,000
PHN	St Clair County International	Port Huron	R	Regional	\$59,000
PZQ	Presque Isle County	Rogers City	GA	Basic	\$22,000
D98	Romeo State	Romeo	R	Local	\$32,000
HYX	Saginaw County H W Browne	Saginaw	GA	Local	\$32,000
Y83	Sandusky City	Sandusky	GA	Local	\$32,000
LWA	South Haven Area Regional	South Haven	GA	Local	\$32,000
8D4	Paul C Miller-Sparta	Sparta	GA	Regional	\$59,000
83D	Mackinac County	St. Ignace	GA	Basic	\$22,000
IRS	Kirsch Municipal	Sturgis	GA	Local	\$32,000
HAI	Three Rivers Municipal Dr Haines	Three Rivers	GA	Local	\$32,000
VLL	Oakland/Troy	Troy	R	Regional	\$59,000
Y31	West Branch Community	West Branch	GA	Local	\$32,000
42C	White Cloud	White Cloud	GA	Basic	\$22,000
					\$2,767,000

2. **Grant Performance.** This Airport Rescue State Block Grant Agreement is subject to the following Federal award requirements:
- a. The Period of Performance:
 1. Shall start on the date the State formally accepts this Grant Agreement, and is the date signed by the last State 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 State obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue State Block Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), a State or covered airport 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 State or covered airport Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 3. All subawards issued by the State to covered airport Sponsors under this Airport Rescue State Block Grant Agreement shall be subject to the Budget Period defined in this Agreement.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the State must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this Airport Rescue State Block 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. **Requirements for Subgrants.** The State must include the following in all subgrants issued to Sponsors under this Airport Rescue State Block Grant and require compliance by the Sponsors of the covered airports included in this Airport Rescue State Block Grant Agreement:
- a. The terms and conditions attached to this Airport Rescue State Block Grant Agreement;
 - b. The Airport Rescue State Block Grant Assurances and Sponsor Assurances attached to this Airport Rescue State Block Grant Agreement; and

- c. All information required by 2 CFR § 200.332.
4. **Unallowable Costs.** The State and covered airport Sponsors shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
 5. **Indirect Costs - State and Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Airport Rescue State Block Grant Application or subgrant issued to a Sponsor by the State under this Grant Agreement, as accepted by the FAA, to allowable costs for State and Sponsor direct salaries and wages only.
 6. **Final Federal Share of Costs.** The United States' share of allowable Airport Rescue State Block Grant costs is 100% as allocated herein to covered airports.
 7. **Completing the Grant without Delay and in Conformance with Requirements.** The State must carry out and complete the Airport Rescue State Block Grant without undue delays and in accordance with this Airport Rescue State Block Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). The State must require the same of Sponsors in all subgrants issued under this Airport Rescue State Block Grant Agreement. Pursuant to 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report to the FAA any disengagement from funding eligible expenses under the Airport Rescue State Block Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The State agrees and will require Sponsors agree to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent. These assurances, conditions, and any addendums apply to subgrants issued under this Airport Rescue State Block Grant as provided for in Condition 3
 8. **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 State.
 9. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the State on or before February 15, 2022, or such subsequent date as may be prescribed in writing by the FAA.
 10. **Improper Use of Federal Funds.** The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue State Block Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue State Block Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The State and Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and 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 State or Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 11. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue State Block Grant Agreement and subgrants issued under this Agreement, including but not limited to,

any action taken by the State or a Sponsor related to or arising from, directly or indirectly, this Airport Rescue State Block Grant Agreement.

12. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State and Sponsor submit the final financial report required under this Airport Rescue State Block Grant, or receive the final payment, whichever is later. This requires that the State and Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
13. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State and Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
14. **Air and Water Quality.** The State and Sponsor are required to comply with all applicable air and water quality standards for all projects in this grant. If the State and Sponsor fail to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement and any subgrants issued under this Airport Rescue State Block Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The State and 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 United States Code (U.S.C.) § 50101, the State and 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 State and Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this Airport Rescue State Block Grant.
17. **Audits for Sponsors.** (State will select appropriate option for Sponsor in subgrant)

PRIVATE SPONSORS. When the period of performance has ended, the State must require private Sponsors provide a copy of an audit of any subgrants issued under this Airport Rescue State Block Grant, prepared in accordance with accepted standard audit practices, to the applicable Airports District Office or Regional Office.

PUBLIC SPONSORS. The State must require Sponsors provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The State or 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 State and Sponsors shall provide one copy of the completed audit to the FAA.
18. **Suspension or Debarment.** The State must:
 - a. Immediately disclose to the FAA whenever the State:

1. Learns a Sponsor has entered into a covered transaction with an ineligible entity; or
 2. Suspends or debar a contractor, person, or entity.
- b. Include a provision in all subgrants issued under this Airport Rescue State Block Grant Agreement that requires Sponsors entering into a “covered transaction” as defined by 2 CFR § 180.200, to:
1. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - A. 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
 - B. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - C. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating; and
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subgrants and subcontracts).
- c. Insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Airport Rescue State Block Grant and require compliance by all Sponsors receiving funds under this Agreement.

19. 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 State and Sponsors receiving subgrants under this Grant are encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue State Block Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The State must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue State Block Grant.

20. Trafficking in Persons.

- a. The State, as the recipient, the State’s employees, and Sponsors using funds provided under this Airport Rescue State Block Grant, including Sponsors, Sponsors’ employee, and subgrant recipients’ employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that this Airport Rescue State Block Grant Agreement and subgrant agreements are in effect;
 2. Procure a commercial sex act during the period of time that this Airport Rescue State Block Grant Agreement and subgrant agreements are in effect; or
 3. Use forced labor in the performance of this Airport Rescue State Block Grant Agreement and subgrant agreements.
- b. The FAA, as the Federal awarding agency, may unilaterally terminate this Airport Rescue State Block Grant Agreement, without penalty, if the State or a Sponsor that is a private entity –
1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue State Block Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue State Block Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue State Block Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue State Block Grant; or
 - B. Imputed to any and all Sponsor as subrecipients of funds under this Airport Rescue State Block Grant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. The State and Sponsors must inform the FAA immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue State Block Grant Agreement.
- d. The FAA's right to terminate unilaterally that is described in paragraph a. of this Grant condition:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue State Block Grant.

21. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of the State, Sponsor, or other subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - 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 oversight or management of a grant program 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 Airport Rescue State Block Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the State and the FAA and the State and Sponsor prior to the date of this Airport Rescue State Block Grant Agreement.
23. **Face Coverings Policy.** The State and Sponsor agree to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the State and Airport Sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE STATE BLOCK GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The State agrees and will require Sponsors agree that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The State agrees and will require Sponsors agree that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.

3. **Low Emission Systems.** The State agrees and will require Sponsors agree that vehicles and equipment acquired with funds provided in this Grant:
- a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The State agrees and will require Sponsors further agree to that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

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

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

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

Dated February 4, 2022

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Stephanie R. Swann (Feb 4, 2022 13:22 EST)

(Signature)

Stephanie R. Swann

(Typed Name)

Deputy Manager, Detroit ADO

(Title of FAA Official)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport State Block Grant Assurances are required to be submitted as part of the application by Sponsors receiving funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency Sponsor” means a public agency with control of a public-use airport; the term “private Sponsor” means a private owner of a public-use airport; and the term “Sponsor” includes both public agency Sponsors and private sponsors.
2. Upon Sponsor's acceptance of a subgrant offer under an Airport Rescue State Block Grant offer by the State, these assurances are incorporated into and become part of any subgrant issued under an Airport Rescue State Block Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this subgrant awarded under an Airport Rescue State Block Grant that:

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

FEDERAL LEGISLATION

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

- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety.

FOOTNOTES TO AIRPORT RESCUE GRANT SPONSOR ASSURANCE B

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

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport.

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

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

3. Good Title.

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

4. Preserving Rights and Powers.

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

5. Consistency with Local Plans.

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

6. Consideration of Local Interest.

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

7. Consultation with Users.

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

8. Pavement Preventative Maintenance.

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

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

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

10. Minimum Wage Rates.

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

11. Veteran's Preference.

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

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the Sponsor will have in effect arrangements for:

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

13. Hazard Removal and Mitigation.

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

14. Compatible Land Use.

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

15. Exclusive Rights.

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

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

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue State Block Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

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

17. Reports and Inspections.

It will:

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

18. Land for Federal Facilities.

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

19. Airport Layout Plan.

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

and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport Sponsor.

20. Civil Rights.

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

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

c. Duration

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

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

d. Required Solicitation Language

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

"The [State to Insert Name of Sponsor], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this

advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the Sponsor with other parties:
 - i. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - ii. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - iii. 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.
 - iv. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue State Block Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 8, 2021.

23. Access By Intercity Buses.

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

24. Disadvantaged Business Enterprises.

The Sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the Sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The Sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement.

Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

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

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