U.S. Department of Transportation Federal Aviation Administration

Airports Division
Great Lakes Region
Michigan,Ohio

FAA DET ADO
11677 South Wayne Road
Suite 107
Romulus, MI 48174

CRRSA Transmittal Letter

July 7, 2021

Mr. Michael G. Trout, Director
Michigan Department of Transportation
Office of Aeronautics
2700 Port Lansing Road
Lansing, Michigan 48906

Dear Mr. Trout:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-26-SBGP-130-2021 for Michigan State Block Grant Program Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **July 30, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. An airport sponsor may also these funds to cover lawful expenses to support FAA contract tower operations. Funds provided for FAA contract tower operations may not be used for any other purpose. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.

- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Stephanie R. Swann
Stephanie R. Swann (Jul 7, 2021 11:54 EDT)

Stephanie R. Swann
Deputy Manager, Detroit Airports District Office

U.S. Department of Transportation Federal Aviation Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

STATE BLOCK GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	July 7, 2021
Airport/Planning Area	Michigan State Block Grant Program Airport
ACRGP Grant Number	3-26-SBGP-130-2021
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 Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated 04/16/2021, for a Grant of Federal funds at or associated with the covered airports in Michigan, which are included as part of this ACRGP Grant Agreement;

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

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

WHEREAS, this ACRGP Grant, provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as

described below, is to provide eligible covered airport Sponsors 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 ACRGP State Block Grant allocates specific amounts to covered airports, which are named herein and derived by legislative formula (See Division M, Title IV of the Act) to include additional amounts for covered airports with FAA Federal Contract Towers, as defined below ; and

WHEREAS, the purpose of this ACRGP State Block Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block Grant Agreement must only be used 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 costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens in accordance with the limitations prescribed in the Act and incurred no earlier than January 20, 2020. Subgrants under this ACRGP State Block Grant also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP State Block Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combatting the spread of pathogens may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the ACRGP State Block 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 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 $1,212,486, allocated as follows:

$1,110,000	Non Primary	KU2021
$102,486	Federal Contract Tower	KT2021

The following amounts represent the calculations of the maximum total obligations per covered airport available under the provisions of the CRRSA Act and FAA State Block Grant Program, provided to each covered airport according to CRRSA Act formulas:

List of airports and amounts Non Primary.

LocID	Airport Name	City	Service Level	Role	Non-Primary Allocation
ADG	Lenawee County	Adrian	GA	Local	$13,000
35D	Padgham Field	Allegan	GA	Local	$13,000
AMN	Gratiot Community	Alma	GA	Local	$13,000
ARB	Ann Arbor Municipal	Ann Arbor	GA	Regional	$23,000
Y93	Atlanta Municipal	Atlanta	GA	Basic	$9,000
BAX	Huron County Memorial	Bad Axe	GA	Local	$13,000
BTL	W K Kellogg	Battle Creek	GA	Regional	$23,000
3CM	James Clements Municipal	Bay City	GA	Local	$13,000
SJX	Beaver Bland	Beaver Island	GA	Basic	$9,000
ACB	Antrim County	Bellaire	GA	Local	$13,000
BEH	Southwest Michigan Regional	Benton Harbor	GA	Regional	$23,000
RQB	Roben-Hood	Big Rapids	GA	Local	$13,000
6Y1	Bois Blanc island	Bois Blanc island	GA	Basic	$9,000
D98	Romeo State	Romeo	R	Local	$13,000
CAD	Wexford County	Cadillac	GA	Local	$13,000
CFS	Tuscola Area	Caro	GA	Local	$13,000
CVX	Charlevoix Municipal	Charlevoix	GA	Local	$13,000
FPK	Fitch H Beach	Charlotte	GA	Local	$13,000
SLH	Cheboygan County	Cheboygan	GA	Local	$13,000
48D	Clare Municipal	Clare	GA	Local	$13,000
OEB	Branch County Memorial	Coldwater	GA	Local	$13,000
DET	Coleman A Young Municipal	Detroit	GA	Regional	$23,000
ONZ	Grosse Ile Municipal	Detroit/Grosse lie	R	Local	$13,000
C91	Dowagiac Municipal	Dowagiac	GA	Local	$13,000
DRM	Drummond Bland	Drummond Island	GA	Basic	$9,000
FKS	Frankfort Dow Memorial Field	Frankfort	GA	Local	$13,000
FFX	Fremont Municipal	Fremont	GA	Local	$13,000
GLR	Gaylord Regional	Gaylord	GA	Local	$13,000
GDW	Giadwin Zettel Memorial	Gladwin	GA	Local	$13,000
3GM	Grand Haven Memorial Airpark	Grand Haven	GA	Local	$13,000
4D0	Abrams Municipal	Grand Ledge	GA	Local	$13,000
GOV	Grayling AAF	Grayling	GA	Basic	$9,000
6D6	Greenville Municipal	Greenville	GA	Local	$13,000
C04	Oceana County	Hart/Shelby	GA	Local	$13,000

9D9	Hastings	Hastings	GA	Local	$13,000
JYM	Hillsdale Municipal	Hillsdale	GA	Basic	$9,000
BIV	West Michigan Regional	Holland	GA	National	$57,000
HTL	Roscommon County- Blodgett Memorial	Houghton Lake	GA	Local	$13,000
0ZW	Livingston County SpencerJ Hardy	Howell	R	Regional	$23,000
Y70	Ionia County	Ionia	GA	Local	$13,000
IWD	Gogebic-Iron County	Ironwood	CS	Local	$13,000
JXN	Jackson County-Reynolds Field	Jackson	GA	Regional	$23,000
13C	Lakeview-Griffith Field	Lakeview	GA	Local	$13,000
D95	Dupont-Lapeer	Lapeer	GA	Local	$13,000
LDM	Mason County	Ludington	GA	Local	$13,000
MCD	Mackinac Island	Mackinac Island	GA	Basic	$9,000
MBL	Manistee Co-Blacker	Manistee	GA	Local	$13,000
ISQ	Schoolcraft County	Manistique	GA	Basic	$9,000
77G	Marlette Township	Marlette	GA	Local	$13,000
RMY	Brooks Field	Marshall	GA	Local	$13,000
TEW	Mason Jewett Field	Mason	GA	Local	$13,000
MNM	Menominee Regional	Menominee	GA	Local	$13,000
IKW	Jack Barstow	Midland	GA	Local	$13,000
51M	Oscoda County Dennis Kauffman Memorial	Mio	GA	Basic	$9,000
TTF	Custer	Monroe	GA	Local	$13,000
MOP	Mount Pleasant Municipal	Mount Pleasant	GA	Local	$13,000
Y47	Oakland Southwest	New Hudson	R	Local	$13,000
ERY	Luce County	Newberry	GA	Basic	$9,000
3TR	Jerry Tyler Memorial	Niles	GA	Local	$13,000
OGM	Ontonagon County Schuster Field	Ontonagon	GA	Basic	$9,000
0SC	Oscoda-Wurtsmith	Oscoda	GA	Local	$13,000
RNP	Owosso Community	Owosso	GA	Local	$13,000
1D2	Canton-Plymouth-Mettetal	Plymouth	R	Local	$13,000
PTK	Oakland County International	Pontiac	R	National	$57,000
PHN	St Clair County International	Port Huron	R	Regional	$23,000
PZQ	Presque Isle County	Rogers City	GA	Basic	$9,000
HYX	Saginaw County H W Browne	Saginaw	GA	Local	$13,000
Y83	Sandusky City	Sandusky	GA	Local	$13,000
LWA	South Haven Area Regional	South Haven	GA	Local	$13,000
8D4	Paul C Miller-Sparta	Sparta	GA	Regional	$23,000
83D	Mackinac County	St. Ignace	GA	Basic	$9,000
IRS	Kirsch Municipal	Sturgis	GA	Local	$13,000
HAI	Three Rivers Municipal Dr Haines	Three Rivers	GA	Local	$13,000
VLL	Oakland/Troy	Troy	R	Regional	$23,000
Y31	West Branch Community	West Branch	GA	Local	$13,000

42C	White Cloud	White Cloud	GA	Basic	$9,000

Total KU2021 $1,110,000

The following amounts are provided in addition to the above amounts to covered airports with eligible FAA Federal Contract Towers named below for the purposes expressly identified in the Special Grant Condition for FAA Federal Contract Tower funds included in this ACRGP State Block Grant Agreement:

List of airports and amount for Federal Contract Towers.

State	LocID	Airport Name	City	Service Level	Role	Non-primary FCT
MI	BTL	W K Kellogg	Battle Creek	GA	Regional	$34,162
MI	DET	Coleman A Young Municipal	Detroit	GA	Regional	$34,162
MI	JXN	Jackson County-Reynolds Field	Jackson	GA	Regional	$34,162

Total KT2021 $102,486

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

   a. 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)

      3. All subawards issued by the State to covered airport sponsors under this ACRP State Block Grant Agreement shall but subject to the Period of Performance defined in this Agreement.

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), 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 ACRP State Block Grant Agreement shall but 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 State 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 ACRGP 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.

2. Requirements for Subgrants. The State must include the following in all subgrants issued to Sponsors under this ACRGP State Block Grant and require compliance by the Sponsors of the covered airports included in this ACGRP State Block Grant Agreement:

a. The terms and conditions attached to this ACRGP State Block Grant Agreement;

b. The ACRGP Sponsor Assurances attached to this ACRGP State Block Grant Agreement; and

c. All information required by 2 CFR § 200.332.

3. Unallowable Costs. The State and Sponsors shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

4. Indirect Costs – State and Sponsors. The State and Sponsors may charge indirect costs under this award by applying the indirect cost rate identified in the ACRGP Grant Application or subgrant issued to a Sponsor by the State under this ACRGP Grant, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. Final Federal Share of Costs. The United States share of allowable ACRGP State Block Grant costs is 100% as allocated herein to covered airports.

6. Completing the Grant without Delay and in Conformance with Requirements. The State must carry out and complete the ACRGP State Block Grant without undue delays and in accordance with this ACRGP State Block Grant Agreement, the CRRSA 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 ACRGP State Block Grant Agreement. Pursuant to 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report to the State or FAA any disengagement from funding eligible expenses under the ACRGP State Block Grant or subgrant

funded under this ACRGP State Block Grant that exceeds three months or a 25 percent reduction in time devoted to the ACRGP State Block Grant or subgrant, 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 ACRGP State Block Grant as provided for in Condition 3.

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 State.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the State on or before **July 30, 2021**, or such subsequent date as may be prescribed in writing by the FAA.

9. **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 ACRGP State Block Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP 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 and Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP State Block Grant Agreement and subgrants issued under this ACRGP Grant Agreement, including, but not limited to, any action taken by the State or Sponsor related to or arising from, directly or indirectly, this ACRGP State Block Grant Agreement.

11. **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 their information in the SAM until the State and Sponsor submit the final financial report required under this ACRGP State Block Grant including all subgrants issued under this ACRGPP State Block Grant Agreement, 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).

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

13. **Air and Water Quality.** The 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 ACRGP State Block Grant Agreement.

14. **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.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 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 permitted use for which funds are provided under this ACRGP State Block Grant Agreement. The State and Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this ACRGP State Block Grant.

16. **Audits for Sponsors.** (State will select appropriate option for Sponsor in subgrant)

    a. 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 ACRGP State Block Grant Agreement prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

    b. PUBLIC SPONSORS. The State must require public Sponsors provide for a Single Audit or program-specific audit in accordance with 2 CFR § Part 200 of any subgrants issued under this ACRGP State Block Grant Agreement. The State and Sponsors 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.

17. **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 debars a contractor, person, or entity.

    b. Include a provision in all subgrants issued under this ACRGP State Block Grant Agreement that requires Sponsors entering into "covered transactions", 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 and subcontractors 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 ACRGP State Block Grant and require compliance by all Sponsors receiving funds under this Agreement.

18. <u>Ban on Texting While Driving.</u>

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 all Sponsors 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 ACRGP Grant and all subgrants funded by this ACRGP State Block 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 this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP State Block Grant.

19. <u>Trafficking in Persons.</u>

a. The State, as the recipient, the State's employees, and Sponsors using funds provided under this ACRGP State Block Grant, including Sponsors, Sponsors' employees, and subgrant recipients' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that this ACRGP State Block Grant Agreement and subgrant agreements are in effect;

2. Procure a commercial sex act during the period of time that this ACRGP State Block Grant Agreement and subgrant agreements are in effect; or

3. Use forced labor in the performance of this ACRGP State Block Grant Agreement and subgrant agreements.

b. The FAA, as the Federal awarding agency, may unilaterally terminate this ACRGP State Block Grant Agreement, without penalty, if the State or Sponsor that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this ACRGP State Block Grant Agreement condition; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP State Block Grant Agreement to have violated a prohibition in paragraph a. of this ACRGP State Block Grant condition through conduct that is either—

A. Associated with performance under this ACRGP State Block Grant; or

B. Imputed to any and all Sponsors under this ACRGP 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 Sponsor must inform the FAA immediately of any information received from any source alleging a violation of a prohibition in paragraph a. above during this ACRGP State Block Grant Agreement.

d. The FAA's right to terminate unilaterally that is described in paragraph a. above of this 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 ACRGP State Block Grant Agreement.

20. <u>Employee Protection from Reprisal.</u>

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), 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 office or employee responsible for oversight of a grant program;

v. A court or grand jury;

vi. A management office of the grantee or subgrantee; or

vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph a.1. above 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 section more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Co-Sponsor.** The State will require Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

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, Sponsors, and the FAA prior to the date of this ACRGP State Block Grant Agreement.

23. **Face Coverings Policy.** The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) guidelines and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the Airport property, except to the extent exempted under those requirements. This special condition requires the airport Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR SPECIFIC ACRGP FUNDING

CONDITION FOR FAA FEDERAL CONTRACT TOWERS FUNDS –

1. **ACRGP FCT Operations.** The State agrees and will require Sponsors agree to use the funds in this ACRGP Grant allocated specifically to cover lawful expenses to support Federal Contract Tower operations in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds is limited to the following:

a. expenses incurred by the Sponsor on or after December 27, 2020 to support Federal Contract Tower operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combating the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt service payments; and

b. eligible equipment for Federal Contract Tower operations defined in FAA Reauthorization Program Guidance Letter 19-02, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020.

The State and Sponsor may not use funds allocated for Federal Contract Tower operations for other airport purposes. The State and Sponsor agree to submit invoices for reimbursement for these funds separately from other invoices for funds provided in this ACRGP State Block Grant. Funds not expended

under this condition are subject to recovery by FAA. The State must include the terms prescribed in this special condition in in all subgrants awarding funds for FAA Federal Contract Towers (KT funds).

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The State agrees and will require Sponsors agree to treat the proceeds from the trade-in or sale of equipment being replaced with these funds 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 the Airport for which the Subgrant is made**.**

3. **Low Emission Systems**. The States agrees and will require Sponsors agree that vehicles and equipment acquired using funds provided under this ACRGP State Block 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 further agrees and will require Sponsors further agree to maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

1. **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 ACRGP Grant must not exceed the percent attributable to the capital or operating costs of the airport.

2. **Utility Relocation in Grant.** The Sponsor understands and agrees, and will require Sponsors agree and understand 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, as applicable, 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 ACRGP State Block Grant.

3. **Land Acquisition.** Where funds provided for by this Grant or any subgrant funded by this Grant are used for the purpose of acquiring land, the State agrees and will require the Sponsor agree to record the Grant Agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The State's acceptance of this Offer and ratification and adoption of the ACRGP State Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State. This Offer and Acceptance shall comprise an ACRGP State Block Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the State with respect to this Grant and all subawards. The effective date of this ACRGP State Block Grant Agreement is the date of 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 July 7, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Stephanie R. Swann
Stephanie R. Swann (Jul 7, 2021 11:54 EDT)

(Signature)

Stephanie R. Swann

(Typed Name)

Deputy Manager, Detroit ADO

(Title of FAA Official)

PART II – ACCEPTANCE

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

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

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

Dated July 7, 2021

State of Michigan

(Name of Sponsor)

Bryan F. Budds

Bryan F. Budds (Jul 7, 2021 15:39 EDT)

(Signature of Sponsor's Authorized Official)

By: Bryan F. Budds

(Typed Name of Sponsor's Authorized Official)

Title: Deputy Administrator

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF STATE'S ATTORNEY

I, Jim Shell , acting as Attorney for the [InsertStateName] do hereby certify:

That in my opinion the State is empowered to enter into the foregoing ACRGP State Block Grant Agreement under the laws of the State of Michigan. Further, I have examined the foregoing ACRGP State Block Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The State understands funding made available under this ACRGP State Block Grant Agreement may only be used to reimburse for an airport's costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens and debt service payments at eligible covered airports defined in this Agreement. Further, it is my opinion that the said ACRGP State Block Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

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

Dated at July 12, 2021

Jim Shell

By: Jim Shell (Jul 12, 2021 09:26 EDT)

(Signature of Sponsor's Attorney)

PART III - ASSURANCES

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

AVIATION STATE BLOCK GRANT PARTICIPANTS ASSURANCES

These assurances are required to be submitted as Part III of the three-part application forms by States requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, and administered under the authority of participants in the State Block Grant Program. Participating States and Sponsors shall comply with these assurances in the performance of any grant agreement and all subgrants executed as a result of this Application.

1. **Incorporated in Grant Agreement.** Upon acceptance by the State of the Grant Offer, these assurances are incorporated in and become part of the Grant Agreement and all subgrants executed under this Grant.

2. **Federal Requirements.** The State and Sponsors agree to comply with Federal procedural and other standard requirements for administering the Block Grant.

3. **Program Reporting.** The State and Sponsors agree to provide the FAA with any such information related to the Grant as the DOT Secretary may require.

4. **Obligated to Aviation Block Grant Program State Assurances and ACRGP Assurances.**

   A. For all Grants where the State or Sponsor is the owner of the Airport(s), the State or Sponsors shall be obligated to comply with Assurances entitled "Airport Coronavirus Relief Grant Program Assurances – Airport Sponsor." These standard assurances are attached to and become part of these Aviation State Block Grant Participants Assurances and all subgrants issued under this ACRGP State Block Grant.

   B. For all ACRGP State Block Grants and subgrants benefiting an airport owner other than the State, the State shall enter into an agreement with the airport owner/sponsor. The Agreement shall obligate the airport owner/Sponsor, and the State, to comply with each of the attached assurances that would have been applicable to the airport owner/Sponsor had it applied directly to the FAA for an ACRGP Grant. The Agreement shall address the transfer and delegation to the airport owner/Sponsor of State obligations to the FAA, if desired. The Agreement and changes thereto must be satisfactory to the Administrator of the FAA.

5. **Compliance Responsibilities.** The State shall take steps to enforce its Agreement with each airport owner/Sponsor benefiting from the Aviation State Block Grant Program if noncompliance with the terms of the Agreement is evident or known. This compliance responsibility shall be assumed by the FAA at the termination of the Block Grant Program, or as otherwise agreed to by the State and the FA**A.**

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP State Block Grant subaward offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ACRGP 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 ACRGP 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 Disadvantaged Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

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 ASSURANCE ACRGP ASSURANCE B.1.

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

SPECIFIC ASSURANCES

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

1. **Purpose Directly Related to the Airport.** It certifies that the reimbursement sought is for a purpose directly related to the Airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

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

   b. Private Sponsor:

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

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

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.

   c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Consistency with Local Plans.** Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application or State subaward

as applicable) 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(s) is/are 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 ACRGP 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 any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

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

12. **Operation and Maintenance.**

    a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

        1) Operating the Airport's aeronautical facilities whenever required;

        2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

        3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

    b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

14. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the

Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

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

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.

16. **Airport Revenues.**

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP 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. <u>Airport Layout Plan.</u>

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

e. Required Contract Provisions.

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

B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

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.

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 Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 04/18/2019, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

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.