

**GRANT AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF TRANSPORTATION
AND PAGE MUNICIPAL AIRPORT, ACTING FOR THE COMMUNITY OF
PAGE, ARIZONA, UNDER THE ALTERNATE ESSENTIAL AIR SERVICE
PROGRAM**

CDFA 20.901 FAIN: 69A3452160463

DOCKET #: DOT-OST-1997-2694

WHEREAS, the Page Municipal Airport (hereinafter referred to as the Recipient), serving the Essential Air Service (EAS) eligible community of Page, Arizona, has submitted an application for participation in the Alternate Essential Air Service (AEAS) Program (December 23, 2021), and the U.S. Department of Transportation (DOT) has approved that application by Order 2022-2-22 (February 22, 2022). NOW, THEREFORE, DOT, acting for the UNITED STATES, presents this Grant Award and Agreement to the Recipient for \$17,595,696 for Alternate Essential Air Service at the community for the 48-month term, payable in an amount not to exceed \$4,398,924 each year. This Grant Agreement shall be effective October 1, 2022. Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section D hereof.

THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. GENERAL CONDITIONS

1. The eligibility of Page, Arizona, for financial assistance under the AEAS Program shall be contingent upon its continued eligibility for subsidized EAS under 49 U.S.C. § 41731 and the Recipient's compliance with this Agreement and other statutory requirements.
2. The Recipient will forgo participation in the traditional EAS Program for a 48-month period, from October 1, 2022, through September 30, 2026, except as otherwise prescribed in section B.3.d.
3. The Recipient will contract with a public charter operator operating under 14 CFR Part 380 to provide air transportation to Phoenix Sky Harbor International Airport (PHX), or an alternate large- or medium-hub airport designated by the community. The maximum obligation of the United States reimbursable under this Grant Agreement shall be \$17,595,696, payable in an amount not to exceed \$4,398,924 each year, subject to the availability of funds.
4. Payment by the United States for AEAS will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201.
5. The Recipient, including any third parties, shall provide AEAS without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
6. This Grant Award constitutes an obligation of Federal funding, in the amount of \$17,595,696 for the 48-month period, subject to the availability of funding. This Grant Award shall expire and the United States shall not be obligated to reimburse

any part of the costs of the project unless the Recipient signs this Grant Agreement as of **October 1, 2022**, or such subsequent date as may be prescribed in writing by DOT. If the Recipient makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. If a signed version is not returned to DOT without modification by the Recipient on or before **October 1, 2022**, DOT may unilaterally terminate this Grant Agreement. The period of performance for this Grant Award is October 1, 2022, through September 30, 2026.

7. The Recipient shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Recipient, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Recipient that were originally paid pursuant to this Grant Agreement.
8. The Recipient shall retain all documents relevant to the Grant Award and Agreement for a period of three (3) years after air service undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Federal funds shall be approved in advance by DOT.
9. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
10. The Recipient shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$750,000 or more in a year in Federal awards.
11. The provisions of 2 CFR parts 200 and 1201 apply to this award. Sections 200.318 to 200.327 (Procurement Standards) as implemented and modified by 2 CFR 1201, shall apply to the extent that the Recipient procures property and services in carrying out AEAS.
12. This award is not for research and development.
13. The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

B. APPLICATION OF SPECIFIC CONDITIONS

1. **Recipient:** Page Municipal Airport, as the Recipient under the AEAS Program, shall administer the Grant according to the conditions set forth in this Grant Agreement.

Recipient Contact:

Mr. Kyle Christiansen
Aviation Director
City of Page
697 Vista Avenue
Page, Arizona 86040
Office: (928) 614-0785
Email: kchristiansen@pageaz.gov
DUNS Number: 07-448-0781
TIN Number: 86-0295443

2. **Purpose:** For the Recipient to contract with a public charter operator operating under 14 CFR Part 380 to provide air transportation from the Community to Phoenix Sky Harbor International Airport (PHX), or an alternate hub airport designated by the community. The Grant Award will comprise reimbursement of costs incurred per completed flight segment for a period of 48 months, as set forth in Section B.3, below.
3. **Alternate Essential Air Service:**
 - a. The public charter operator operating under 14 CFR Part 380 shall contract with a direct air carrier using 30-seat Embraer ERJ-135 aircraft, or equivalent twin-engine aircraft.
 - b. The public charter operator operating under 14 CFR Part 380 shall contract with a direct air carrier that will provide equivalent service with substitute aircraft in the event of mechanical problems or other unforeseen circumstances.
 - c. The public charter operator shall disclose in its solicitation materials for this Alternate EAS community that the flights are public charters, and consistent with 14 CFR 380.30(a), (i) the name of the public charter operator; and (ii) the name of the direct air carrier that directly engages in the operation of the aircraft for the public charter flight.
 - d. Subsidy per completed flight at \$3,559, calculated as follows: the annual grant amount (\$4,398,924), divided by 1,236 (the number of scheduled annual flight segments, 1,248 scheduled flights, multiplied by the flight completion factor of 99 percent).
 - e. In the event of early termination of the contract with the public charter operator by the Recipient, the Recipient shall immediately notify DOT whether it intends to continue to maintain its link to the national air transportation system through AEAS by finding a new air carrier to provide the service described herein for the remainder of this Grant Agreement's term or to re-enter the traditional EAS program.

- f. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT's obligations hereunder, on 30 days' prior written notice, unless otherwise agreed between the Recipient and DOT, if the Recipient does not meet the conditions and obligations specified under this Grant Agreement, and/or DOT determines that termination is in the public interest.
- g. Either party may seek to amend or modify this Grant Agreement on 30 days' prior written notice to the other party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
- h. Upon termination or expiration of this Grant Agreement, DOT will retain any remaining unliquidated funds.

4. Reimbursement:

- a. Allowable Maximum: All payments by DOT to the Recipient for AEAS at the community will be made on a reimbursable basis and shall not exceed \$4,398,924 each year.
- b. Completed Flight Segments: Such payments shall be based on invoices submitted by the Recipient documenting completed flights and previously agreed upon subsidy-per-flight calculations as described in Section B.3.c above, at \$3,559 per completed flight segment.
- c. Requirements:
 - i. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT.** To receive reimbursements for completed flight segments, the Recipient must first submit to DOT documentary evidence of expenditures. DOT will review the documentary evidence of expenditures provided by the Recipient and will promptly process appropriate reimbursements to the Recipient. DOT will reimburse the Recipient on a monthly basis for all valid expenditures submitted in accordance with Section 3 above.
 - ii. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. DOT may reduce individual subsidy payments if demonstrated expenditures do not match or exceed the subsidy amount. **NOTE:** Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Recipient **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department. The Recipient may **not** seek reimbursement from the Department in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment. In addition, the Recipient is required to certify that each invoice is relevant to the authorized grant project and has been paid. In addition, for grants involving marketing of

services conducted under an air service contract or revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the air service agreement or revenue guarantee with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, all marketing materials that are for route-specific grants must display the destination city and/or airport name.

- iii. The Department will consider reimbursement of certain specific fixed line-item costs for non-completed flights at Page Municipal Airport (e.g. for airfield construction that leads to an extended closure of runway(s)). Such requests must be directly related to fixed auditable expenses incurred despite the flights being cancelled. Any such invoice from the air carrier must be paid by the Grantee before submitting to the Department for review and reimbursement. Reimbursement under this Agreement, including for any such fixed auditable expenses, will not exceed \$366,577 (1,236 annual flights/or 103 per month multiplied by \$3,559 per flight), based on planned annual completed flights in the grant application/agreement.
 - iv. At the expiration or termination of the grant, unused grant funds may be deobligated from this grant and retained by DOT.
 - v. No reimbursement by DOT will be made until the Recipient has provided DOT with a copy of the air service contract, revenue guarantee, subsidy, or other such agreement between the Recipient and air carrier(s).
 - d. DOT will not reimburse the Recipient for any expenses incurred before the execution of this Grant Agreement.
 - e. DOT will not reimburse the Recipient for any expenses incurred after the expiration or termination of this Grant Agreement.
 - f. The Recipient shall ensure that reimbursements provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
 - g. All requests for reimbursements shall be made by the Recipient within 60 calendar days of the relevant expenditures.
5. Reports: The Recipient shall provide an annual report to DOT at the end of each 12-month period. The report shall include a narrative encompassing (a) total revenue enplanements and deplanements by each fiscal year (October to September), and (b) successes the Grantee realized from the air service provided for under this Grant. Annual reports are due to the Department by the last day of December of each year, starting December 2023.
6. Recipient Obligations:
- a. The Recipient shall, within 15 calendar days after their execution, provide DOT with a copy of all agreements executed between the Recipient and any air carriers, or other parties related to the Recipient's AEAS. The Recipient shall, within 15 calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Recipient shall ensure that all

agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement.

- b. The Recipient shall ensure that the obligations set forth in this Grant Agreement are met. Failure to do so may result in termination of the Grant Agreement by DOT.
- c. The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

C. ASSURANCES

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto. The Assurances are integral parts to this Grant Agreement and are deemed to be incorporated by reference into this Grant Agreement.

D. DEFINITIONS

Agreement: Any written contract or obligation between the Recipient and/or all parties identified in the application for AEAS.

Application or AEAS Application: The complete document submitted by the Recipient to DOT in Docket DOT-OST-1997-2694, including any amendments.

Assurances: This term shall have the meaning ascribed to it in Section C of this Grant Agreement.

Community: All parties identified in the Grant Application as participating in AEAS, including the Recipient.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of the written Grant Agreement by DOT and the Recipient.

Grant Agreement: The written agreement between DOT and the Recipient for Alternate EAS, incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) the original application filed on December 23, 2021, in Docket DOT-OST-1997-2694, including any amendments.

Grant Application: The complete document submitted to DOT by the Community in Docket DOT-OST-1997-2694, including any amendments.

Grant Recipient/Recipient: Community receiving Alternate EAS, including the Recipient.

Passenger Seat Flown: The number of seats on the aircraft flown under this AEAS Grant Agreement regardless of whether there is a passenger in the seat.

Party: DOT and/or the Recipient, as the context indicates.

The Alternate Essential Air Service (AEAS) Program: One of the *Community and Regional Choice Programs* originally established under Vision 100—The Century in Aviation Reauthorization Act, P.L. 108-176, and codified in 49 U.S.C. § 41745.

Recipient Obligations

Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Recipient: A government entity and legal sponsor of the Grant Recipient that agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the authorized Alternate EAS.


GRANT AWARD

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. §§ 41731 - 41745 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed as of the 24th day of March, 2022.

(SEAL)

United States Department of Transportation

By: 
Joel Szabat
Deputy Assistant Secretary
for Aviation and International Affairs

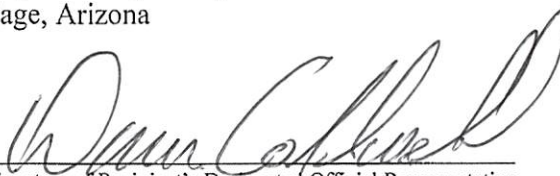
ACCEPTANCE


The undersigned Recipient agrees to accomplish Alternate Essential Air Service in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed as of the April 14, 2022.



Page Municipal Airport
Page, Arizona

By: 
Signature of Recipient's Designated Official Representative
DARREN CALDWELL
Printed Name
MANAGER
Title

Attest: 
Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, JOSH SMITH, acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of ARIZONA.
Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Assurances, constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.



Signature of Sponsor's Attorney

JOSH SMITH

Printed or Typed Name

4/20/22

Date

928-645-4256

Telephone

ATTACHMENT B

GRANT ASSURANCES

TITLE VI ASSURANCE

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

**(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)**

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Alternate Essential Air Service Program (AEAS), the Recipient (also herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Recipient is subject to and will comply with the following:

Statutory/Regulatory Authorities

- 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);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted AEAS Grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the AEAS Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, 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 Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, 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.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient 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 Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-Recipients, 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.
10. The Recipient 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.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-Recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT's access to records, accounts, documents, information,

facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the AEAS Grant Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-Recipients, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the AEAS Grant Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the

information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

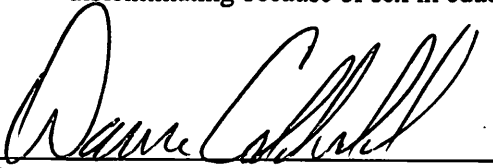
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act

of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Signature

4-14-2022

Date

MANAGER

Title

City of Page, AZ

Grant Recipient

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

4-14-2022

Date

MANAGER

Title

City of Page, AZ

Grant Recipient

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
IN THE PERFORMANCE OF AEAS PURSUANT TO GRANT AWARD UNDER THE AEAS GRANT PROGRAM**

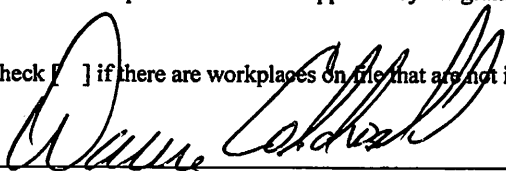
A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grant recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
- (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check if there are workplaces on file that are not identified here.



Grant Recipient Signature

4-14-2022
Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the AEAS Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.
7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

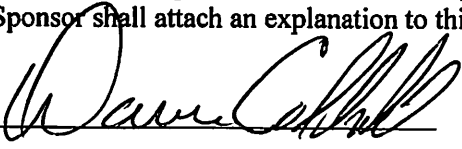
principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

- (1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement; theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.


Name

City of Page, AZ
Affiliation

MANAGER
Title

4-14-2022
Date

**OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED
TRANSACTIONS**

Instructions for Certification

1. By entering into the AEAS Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

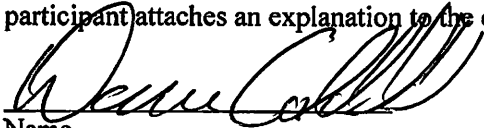
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

By entering into the AEAS Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.


Name

MANAGER
Title

City of Page, AZ
Affiliation

4-14-2022
Date