

Federal Grant Assurances Overview

| Requirement Name and Number | Basic Assurance Requirements |
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| (1) General Federal Requirements | The Sponsor will comply with <u>all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements</u> as they relate to the application, acceptance and use of Federal funds for the project. |
| (2) Responsibility and Authority of the Sponsor | Public Agency Sponsor has the <u>legal authority to apply for the grant, and to finance and carry out the proposed project</u> ; that a resolution, motion or similar action has been <u>duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application</u> and compliance with Grant Assurances. |
| (3) Sponsor Fund Available | The Sponsor has <u>sufficient funds available</u> for that portion of the project costs which are <u>not to be paid by the Federal Government</u> . The Sponsor has <u>sufficient funds available to assure operations and maintenance</u> of items funded under the grant agreement. |
| (4) Good Title | The Sponsor, a public agency or the Federal government, <u>holds good title</u> , satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the State and/or FAA that good title will be acquired. |
| (5) Preserving Rights and Powers | The Sponsor 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 the grant agreement. |
| (6) Consistency with Local Plans | The project is <u>reasonably consistent</u> with <u>plans of public agencies</u> that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. |
| (7) Consideration of Local Interest | It has given <u>fair consideration</u> to the interest of communities in or near where the project may be located. |
| (8) Consultation with Users | In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken <u>reasonable consultations</u> with affected parties using the airport at which the project is proposed. |
| (9) Public Hearings | In projects involving the <u>location of an airport, an airport runway, or a major runway extension</u> , the Sponsor has afforded the opportunity for public hearings for the purpose of considering the <u>economic, social, and environmental effects</u> of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. |
| (10) Air and Water Quality Standards | In projects involving airport location, a major runway extension, or runway location the Sponsor will provide for the State Governor to certify in writing to the State and/or FAA that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. |
| (11) Pavement Preventative Maintenance | For a project involving the <u>replacement or reconstruction of pavement at the airport</u> , the Sponsor assures or certifies that the Sponsor has implemented an <u>effective airport pavement maintenance-management program</u> and the Sponsor assures that it will use such program for the <u>useful life of any pavement constructed, reconstructed or repaired with Federal financial</u> |

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| | <u>assistance at the airport.</u> |
| (12) Terminal Development Perquisites | For projects which include terminal Development at a public use airport, as defined in US Code Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under <u>Section 44706 of Title 49, United States Code</u> , and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft. |
| (13) Accounting System, Audit, and Record Keeping Requirements | The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit IAW Federal Regulations. |
| (14) Minimum Wage Rates | The Sponsor shall include, in <u>all contracts in excess of \$2,000</u> for work on any projects funded under the grant agreement which involve labor, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work. |
| (15) Veteran's Preference | The Sponsor shall include in all contracts for work on any project Funded under the 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 <u>Section 47112 of Title 49, United States Code</u> . However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates. |
| (16) Conformity to Plans and Specifications | The Sponsor will execute the project subject to <u>plans, specifications, and schedules approved by the State and/or FAA</u> . Such plans, specifications, and schedules shall be submitted to the FAA prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the State and/or FAA, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the State and/or FAA, and incorporated into the grant agreement. |
| (17) Construction Inspection and Approval | The Sponsor will provide and maintain <u>competent technical supervision</u> at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the State and/or FAA for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the State and/or FAA and such work shall be in accordance with regulations and procedures prescribed by the State and/or FAA. |
| (18) Planning Projects | During planning projects the Sponsor will: a. Execute the project in accordance with the approved program |

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| | <p>narrative contained in the project application or with the modifications similarly approved.</p> <p>b. Furnish the State and/or FAA with such periodic reports as required pertaining to the planning project and planning work activities.</p> <p>c. Include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the Federal Government.</p> <p>d. Make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.</p> <p>e. Give the State and/or FAA unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with the grant.</p> <p>f. Grant the State and/or FAA the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.</p> <p>g. Grant the State and/or the FAA the right to disapprove the use of the sponsor's employees to do all or any part of the project.</p> <p>h. Understand and agrees that the State and/or FAA approval of the project grant or the State and/or FAA approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the State and/or FAA to approve any pending or future application for a Federal airport grant.</p> |
| (19) Operation and Maintenance | <p>(1) The airport shall be operated at all times in a safe and serviceable condition with minimum standards or as required by Federal, State and local agencies for maintenance and operations.</p> <p>(2) The airport will not permit any activity or action which would interfere with its use for airport purposes.</p> <p>(3) It will operate and maintain all facilities with due regard to climatic and flood conditions</p> <p>(4) Any proposal to temporarily close the airport for non-aeronautical purposes must be first reviewed by the State and/or FAA.</p> |
| (20) Hazard Removal and Mitigation | <p>The Airport Sponsor will take appropriate action to assure terminal airspace is cleared and protected by removing existing hazards and preventing future hazards.</p> |
| (21) Compatible Land Use | <p>The Airport Sponsor will take appropriate action, to the <u>extent reasonable</u> to restrict the use of land in the vicinity of the airport to activities compatible with normal airport activities. In addition, the Airport Sponsor will not permit change in land use, within its jurisdiction, to reduce compatibility with any noise compatibility program measures upon which Federal funds have been expended.</p> |
| (22) Economic Non-Discrimination | <p>(a) It will make the airport available as an airport for public use on <u>reasonable terms</u> and without <u>unjust discrimination</u> to all types, kinds and classes of <u>aeronautical activities</u>, including commercial</p> |

aeronautical activities offering services to the public at the airport.

(b) In any type of agreement in which the airport enters into with an entity to furnish aeronautical services to the public, the Sponsor will insert and enforce the following provisions:

- Furnish said services on a reasonable and not unjustly discriminatory.
- Charge reasonable and not unjustly discriminatory prices allowing for price reductions to volume purchasers.

(c) Each FBO at the airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using such airport shall have the right to service itself or to use any FBO that is authorized or permitted by the airport to serve any air carrier at such airport.

(e) Each air carrier shall be subject to such non-discriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities related to providing air transportation.

(f) It will not exercise or grant any right of privilege which to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

(g) If a Sponsor itself exercises any of the rights and privileges referred to in this assurance, the Sponsor will have to provide such services under the same conditions as would apply to other FBO providing such services.

(h) The Airport Sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of airport.

(i) The Sponsor may prohibit or limit any aeronautical use of the airport, if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

(23) Exclusive Rights

The Airport Sponsor will not permit exclusive right for use of the airport to anyone providing aeronautical services to the public. If a single FBO provides services on an airport, it shall not be considered an exclusive right provided both of the following:

a. It would be unreasonably costly, burdensome, or impractical for more than one FBO.

b. If allowing more than one FBO would require the reduction in

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| | space leased pursuant to an existing agreement with a FBO. |
| (24) Fee and Rental Structure | <p>The Airport Sponsor will make the airport as self-sustaining as possible including:</p> <p>(1) Setting fees to recover as much of the operating costs as possible.</p> <p>(2) Ensuring related other assurances are followed including:</p> <ul style="list-style-type: none"> - Economic nondiscrimination - Exclusive rights - Airport revenue |
| (25) Airport Revenue | <p>Part A: all revenue <u>generated</u> by the airport and any local taxes on aviation fuel will be spent for the capital and operating costs of the airport.</p> <p>Part B: as part of the annual audit required under the Single Audit Act, the audit must review and provide an opinion on the use of airport revenue.</p> <p>Part C: civil penalties may be imposed for violations of this assurance.</p> |
| (26) Reports and Inspections | <p>(a) The Sponsor will submit to the State and/or FAA such annual or special financial and operations reports as the State and/or FAA <u>may reasonably request</u> and <u>make such reports available to the public</u>.</p> <p>(b) For <u>airport development projects</u>, the Sponsor will make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection.</p> <p>(c) For <u>noise compatibility program projects</u>, the Sponsor will make records and documents relating to the project and continued compliance.</p> <p>(d) In a <u>format and time</u> prescribed by the State and/or FAA, provide to the State and/or FAA, and make available to the public following each of its fiscal years, an <u>annual report</u>.</p> |
| (27) Use by Government Aircraft | The Sponsor shall make available all facilities of the airport developed with federal funds and usable for landing and takeoff of aircraft of the United States for use by Government aircraft |
| (28) Land for Federal Facilities | The Sponsor 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. |
| (29) Airport Layout Plan (ALP) | <p>The Airport Sponsor is required to keep the ALP up-to-date at all times. A current FAA approved ALP is a prerequisite for issuance of airport development grants.</p> <p>ALPs and each amendment, revision, or modification, shall be subject to the approval of the FAA. The Sponsor will not make or permit any changes or alterations of the airport or any of its facilities which are not in conformity with the approved ALP.</p> |
| (30) Civil Rights | The Sponsor will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, |

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| | national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. |
| (31) Disposal of Land | For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. |
| (32) Engineering and Design Services | <p>The Sponsor will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.</p> <p>Sponsors have an obligation to obtain a fair and reasonable fee in all cases, and the State and/or FAA retains the right to disallow negotiated fees that are determined to be unreasonable.</p> |
| (33) Foreign Market Restrictions | The Sponsor will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction. |
| (34) Policies, Standards, and Specifications | The Sponsor will carry out the project in accordance with policies, standards, and specifications approved by the State and/or FAA including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Terms and Conditions of Accepting Airport Improvement Program Grants (April 2012) Page 26 of 32, Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the State and/or FAA. |
| (35) Relocation and Real Property Acquisition | <p>(1) The Airport Sponsor will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.</p> <p>(2) The Airport Sponsor will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.</p> <p>(3) The Airport Sponsor will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.</p> |
| (36) Access By Intercity Buses | The airport owner or operator will permit, to the maximum extent |

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| | <p>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.</p> |
| (37) Disadvantaged Business Enterprises | <p>The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.</p> <p>If an airport has determined that they are going to have a project and the estimated cost of all contracts is over \$250,000.00, then they need to submit a DBE goal for approval.</p> |
| (38) Hangar Construction | <p>If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.</p> |
| (39) Competitive Access | <p>If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the State and/or FAA outlining the restriction.</p> |