

237

2/

# March 16, 2021



Date: March 16, 2021

#### Location:

**Electronic Meeting** 

Link: https://us02web.zoom.us/j/89835604267

Time: 5:15 PM

#### **REGULAR MEETING AGENDA**

- I. Call to Order
- II. National Anthem
- III. Approval of Agenda

#### IV. Commissioner Comments

#### V. Citizens Comments

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please e-mail your comment to the Board Clerk (boardclerk@gjairport.com) 15 minutes prior to the meeting. Comments not related to specific agenda items will be addressed during the citizen comment section of the agenda. Citizen comments related to a specific action item will be addressed during the discussion of that action item. The Board Chair will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chair, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

#### VI. Consent Agenda

Α.	February 16, 2021 Meeting Minutes 1
	- Approval of February 2021 Board Meeting Minutes.
В.	March 2, 2021 Meeting Minutes 2
	- Approval of March 2, 2021 Special Board Meeting Minutes.
C.	Fifth Addendum to the Parking Lot Operating Agreement 3
	<ul> <li>Approve the fifth addendum to the Parking Lot Operating Agreement with Reef</li> <li>Parking which extends the existing contract for three (3) years and offers two (2)</li> </ul>

additional one (1) year extension options and authorize the Executive Director to sign the addendum.

- D. Gate Information Display System (GIDS) Proposal from ProDIGIQ\_\_\_\_\_\_ 4
  - Accept the proposal from ProDIGIQ to install and service seven (7) Gate Information Display System (GIDS) units at the Airport for a total upfront installation cost of \$23,600 and annual maintenance costs of \$6,000.
- E. Lease Assignment- Navarro Research and Engineering, INC and RSI En Tech, LLC \_\_\_\_ 5
  - Approve lease assignment between Navarro Research and Engineering, INC and RSI En Tech, LLC and authorize the Executive Director to execute the Assignment.

#### VII. Action Items

- A. Identify and recommend the At-Large Commissioner Candidate \_\_\_\_\_ 6
  - Identify the At-Large Commissioner candidate to be recommended to the Mesa County Commissioners and the Grand Junction City Council for approval in accordance with the Authority's Bylaws.
- B. Resolution Number 2021-003 Delegation of Authority\_\_\_\_\_ 7
  - Adopt Resolution Number 2021-003: Resolution of the Board of Commissioners Regarding Delegation of Authority which delegates authority to the Executive Director of the Airport and reserves other powers unto itself.
- C. Airport Coronavirus Response Grant Program (ACRGP) Grant Offer \_\_\_\_\_ 8
  - Approve the ACRGP Grant offer No. 3-08-0027-070-2021 Award in the amount of \$2,165,017.

#### VIII. Discussion

A. FCI Contract discussion & presentation of estimate for terminal and CFC projects

#### IX. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Sarah Menge) \_\_\_\_\_ 9
- C. Operations Report (Dylan Heberlein)
- D. Facilities Report (Ben Peck)
- E. CIP Update (Colin Bible)

#### X. Any other business which may come before the Board

XI. Adjournment



Grand Junction Regional Airport Authority Board Regular Board Meeting Meeting Minutes February 16, 2021

#### **REGULAR BOARD MEETING**

#### I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on February 16, 2021 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted electronically.

Commissioners Present:	Guests:
Tom Benton (Chairman)	Fred Suevel, CAF
Erling Brabaek	Jake Hoban, Garver
Linde Marshall	James Burky, Daily Sentinel
Chuck McDaniel	Josh Cohn, InterVISTAS
Thaddeus Shrader	Brian Mohr, InterVISTAS
Clay Tufly	Jeremy Lee, Mead and Hunt
Ron Velarde	Sam Seibold, Twin Otter
	Kyle Williams, AECOM
Airport Staff:	Brad Rolf, Mead and Hunt
Angela Padalecki (Executive Director)	Shannon Kinslow, Twin Otter
Dan Reimer (Counsel)	Harrison Earl, CMT
Sarah Menge	Kent Taylor
Cameron Reece (Clerk)	Austin Rankin, Mead and Hunt
Shelagh Flesch	Lisa Rorden, Daniel S. Reimer, LLC
Ben Peck	
Dylan Heberlein	

#### II. National Anthem

#### III. Approval of Agenda

Commissioner Marshall made a motion to approve the February 16, 2021 Board Agenda. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes, and Commissioner Velarde, yes. The motion carries.

#### IV. Commissioner Comments

*Commissioner Benton made a comment on the exciting news of Inaugural flight of Allegiant Airlines and American Airlines announcing flight to LAX and the parking lot is becoming full.* 

#### V. Citizen Comments

No citizen comments were made.

#### VII. Consent Agenda January 19, 2021 Meeting Minutes

Approval of January 19, 2021 Board Meeting Minutes.

#### **Airline Operating License Agreement**

Approve the standard form Airline Operating License Agreement to be used for any new entrant until a revised use and lease agreement is negotiated with all airline partners.

Commissioner Velarde made a motion to approve the Consent Agenda. Commissioner Tufly second the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

#### VIII. Action Items

#### **Grant Application- Airport Development Plan**

Commissioner Tufly made a motion to Approve the Airport Improvement Program grant application for \$1,000,000 for airport planning and authorize the Executive Director to sign and submit the application to the FAA. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

**Resolution 2021-002 A Resolution Concerning Execution of Documents Pertaining to Bank** Accounts Commissioner Brabaek made a motion to Adopt resolution 2021-002 to modify the authorized signers on the Authority's bank accounts based on current officer appointments. Commissioner McDaniel seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

#### Allegiant Airline Marketing Incentive Agreement

Commissioner Shrader made a motion to Approve the Marketing Incentive Agreement with Allegiant Airlines for GJRAA to provide \$25,000 in marketing support for year-round service to John Wayne Airport in accordance with the approved Air Service Incentive Program.. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

#### Allegiant Airline Operational Incentive Agreement:

Commissioner Brabaek made a motion to Approve the Operational Incentive Agreement with Allegiant Airlines for GJRAA for year-round service to John Wayne Airport in accordance with the approved Air Service Incentive Program. Commissioner McDaniel seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

#### Adoption of 2021 Airport Goals:

Commissioner Shrader made a motion to Adopt the 2021 Goals for the Grand Junction Regional Airport. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

#### IX. Discussion

#### **Governance Moderation Overview**

#### At-Large Commissioner Applicant Review

#### X. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Sarah Menge)
- C. External Affairs Report (Angela Padalecki)
- D. Operations Report (Dylan Heberlein)
- E. Facilities Report (Ben Peck)
- F. CIP Update (Jake Hoban)

#### XI. Any other business which may come before the Board

No additional business was discussed.

#### XII. Executive Session

Commissioner Shrader made a motion to move into executive session pursuant to CRS Section 24-6-402(4)(f) (I) to discuss personnel matters not involving any specific personnel that have requested the matter be discussed in an open meeting more specifically to discuss the Airport Director's annual review. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

Commissioner Tufly made a motion to adjourn the executive session. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

#### XIII. Adjournment

The meeting adjourned at approximately 8:38pm.

Commissioner Marshall made a motion to adjourn the board meeting. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.

Audio recording of the complete meeting can be found at <u>https://gjairport.com/Board\_Meetings</u>

Tom Benton, Board Chairman

#### **ATTEST:**

Cameron Reece, Clerk to the Board

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#### Grand Junction Regional Airport Authority Board Special Board Meeting Meeting Minutes March 2, 2021

#### **REGULAR BOARD MEETING**

#### I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on March 2, 2021 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted electronically.

Commissioners Present:	Guests:
Tom Benton (Chairman)	Josh Cohn, InterVISTAS
Erling Brabaek	Brian Mohr, InterVISTAS
Linde Marshall	Jeremy Lee, Mead and Hunt
Chuck McDaniel	Sam Seibold, Twin Otter
Thaddeus Shrader	Brad Rolf, Mead and Hunt
Clay Tufly	Shannon Kinslow, Twin Otter
Ron Velarde	J.D. Evans, At-Large Commissioner Applicant
	Harrison Earl, CMT
Airport Staff:	Kent Taylor
Angela Padalecki (Executive Director)	
Dan Reimer (Counsel)	
Sarah Menge	
Cameron Reece (Clerk)	
Shelagh Flesch	
Ben Peck	
Chance Ballegeer	

#### II. National Anthem

#### III. Approval of Agenda

Commissioner McDaniel made a motion to approve the March 2, 2021 Board Agenda. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Tufly, yes, and Commissioner Velarde, yes. The motion carries.

#### **IV.** Commissioner Comments

No Commissioner Comments were made.

#### V. Citizen Comments

No citizen comments were made.

#### VI. Public Hearing

Interview and Discuss At-large Commissioner Candidates

- > J.D. Evans
- Linde Marshall

#### VII. Action Items

**Amend the Standard Form Airline Operating License Agreement** *Commissioner Marshall made a motion to Amend the termination rights of the airline in Section 8 of the standard form Airline Operating License Agreement to allow termination with sixty (60) days prior notice and delegate authority to the Executive Director to sign the agreement with any new entrant airlines. Commissioner Tufly seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, no. The motion carries.* 

Adopt the standard form Agreement for Operational Incentives offered in accordance with the Authority's Air Service Incentive Program Commissioner Marshall made a motion to adopt the standard form Agreement for Operational Incentives; (ii) authorize the Executive Director to execute individual agreements with airlines that meet the eligibility criteria in the Air Service Incentive Program, with only such modifications as needed to conform to the Program; and (iii) authorize the Executive Director to amend the Agreement for Operational Incentives with Allegiant Air consistent with the standard form. Commissioner Tufly seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, no. The motion carries.

Adopt the standard form Agreement for Marketing Incentives offered in accordance with the Authority's Air Service Incentive Program Commissioner Marshall made a motion to

Adopt the standard form Agreement for Marketing Incentives and authorize the Executive Director to execute individual agreements with airlines that meet the eligibility criteria in the Air Service Incentive Program. Commissioner Tufly seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, no. The motion carries.

#### VIII. Discussion

- A. InterVISTAS Airport Development Plan Update
- B. Garver Drainage study presentation
- C. Governance Modernization Update

#### IX. Any other business which may come before the Board

Sam Siebold announced he will be the contact for Twin Otter and Shannon will no longer be the contact.

#### X. Adjournment

The meeting adjourned at approximately 7:25pm.

Audio recording of the complete meeting can be found at <u>https://gjairport.com/Board\_Meetings</u>

Tom Benton, Board Chairman

#### ATTEST:

Cameron Reece, Clerk to the Board

# Agenda Item Summary

TOPIC:	Fifth Addendum to	the Parking Lot Operat	ing Agreement
PURPOSE:	Information 🗆	Guidance 🗆	Decision 🛛
RECOMMENDATION:	with Reef Parking w years and offers tw	which extends the exist	g Lot Operating Agreemen ing contract for three (3) ) year extension options gn the addendum.
SUMMARY:	has provided parkin Airport since April 2 and has one addition through March 31, however, have more extension with two The existing parking of the parking lot a Following the comp 2021 and 2022 staft configuration, infra improvements. By of terms it would allow those needs are ide This will be the fifth extend the lease un agreement if all opt	ng lot management and 2001. The current lease onal five (5) year extens 2026. Staff recommend dified the extension ter additional one-year ex g system infrastructure re currently meeting the oletion of planning effo f intend to review the ex- structure and contract executing the extension w the airport to make of entified in the planning maddendum of the lease stil March 31, 2024. The tions are exercised is 1	d extending the contract, ms to be one three (3) year stension options. , staffing, and managemen he needs of the Airport. rts that are scheduled in existing parking for any needed n, but breaking up the changes before five years if study. se agreement which will he final expiration of the 1:59pm March 31, 2026.
REVIEWED BY:	Executive Director		of the parking contract.
FISCAL IMPACT:	N/A - No change to	the financial terms of	the existing Agreement
ATTACHMENTS:	Fifth Addendum to	Parking Lot Operating	Agreement

#### FIFTH ADDENDUM TO PARKING LOT OPERATING AGREEMENT

This Fifth Addendum to the Parking Lot Operating Agreement (hereinafter referred to as "Addendum") between **GRAND JUNCTION REGIONAL AIRPORT AURTHORITY** (hereinafter referred to as "GJRAA"), a body corporate and politic and constituting a subdivision of the State of Colorado, and Republic Parking System, Inc., a privately held corporation (hereinafter referred to as "Operator"), will become effective April 1, 2021.

**WHEREAS**, the GJRAA and the Operator have entered into a Parking Lot Operating Agreement (hereinafter referred to as "Agreement") commencing on April 1, 2001, whereby Operator agreed to operate the Airport's terminal building public parking areas pursuant to a competitive bid process;

**WHEREAS**, in 2005 the parties agreed to a First Addendum to the Parking Lot Operating Agreement and extended it for one (1) additional year;

**WHEREAS**, in 2006 the parties agreed to a Second Addendum to the Parking Lot Operating Agreement for an extension in exchange for the purchase, installation, and maintenance of revenue control equipment at Operator's expense;

**WHEREAS**, in 2011 the parties agreed to a Third Addendum to the Parking Lot Operating Agreement and extended it for five (5) years;

**WHEREAS**, in 2016 the parties agreed to a Fourth Addendum to the Parking Lot Operating Agreement to extend the term for an additional five (5) years and provide for the purchase and installation of a Parking Access and Revenue Control System;

**WHEREAS,** the parties now desire to extend the Parking Lot Operating Agreement for an additional three (3) year term with the option for additional extensions; and

**WHEREAS**, the GJRAA and the Operator agree that all other provisions of the Agreement remain in full force and effect;

**NOW THEREFORE**, the GJRAA and the Operator agree as follows:

1. The term of the Agreement will be extended for one (1) additional three (3) year term commencing at 12:00 midnight, April 1, 2021 and terminating at 11:59 p.m., March 31, 2024. The parties further agree that the Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of GJRAA and Operator. If GJRAA does not provide Operator with written notice of its desire to terminate the Agreement at least sixty (60) days prior to the expiration of the then-current term, this Agreement will automatically renew for the remaining one (1) year term, if any. In no event shall the term extend beyond 11:59 p.m. on March 31, 2026.

Except as specifically modified or supplemented by this Fifth Addendum, the terms and

provisions of the Agreement including all of the terms and conditions of the Operator's Concession Fee Proposal, as modified and supplemented by the terms of the Agreement, shall continue to be in full force and effect.

Done and entered into on the date first above written.

#### GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

Ву:\_\_\_\_\_

Its:

Date:

Ву:\_\_\_\_

lts:

Date:

REPUBLIC PARKING SYSTEM, INC. (OPERATOR)

DocuSigned by: Leonard Carder By: -ACD94E55AB4345F...

Its: President Real Estate Services Date: 3/11/2021

Agenda Item Summary

TOPIC:	Common Use Gate I ProDIGIQ, Inc.	nformation Display Syste	em (GIDS) Installation by
PURPOSE:	Information 🗆	Guidance 🗆	Decision 🛛
RECOMMENDATION:	Approve the propos provide annual supp		install Common Use GIDS and
SUMMARY:	use" gates, meaning not leased directly to optimize the utilizat needed. At this time	that the airport assigns o the airlines. This provic ion of gates and relocate , each airline has its own	er boarding area are "common gates to airlines and they are les the airport with flexibility to airlines to different gates if proprietary signs at each gate to operate on different gates.
	airline to operate fro	om each gate. This flexib moves due to 2021 ram	es, it will allow more than one ility is especially important to p construction and enable
	our Flight Information work dynamically to the information on t	on Display System (FIDS) gether. Using the same s	since they currently provide and the GIDS and FIDS system system for both ensures that Additionally, ProDIGIQ has ent customer.
	license cost of \$18,0		osal is the initial software lation, and training costs in annual service cost of
REVIEWED BY:	Executive Director a	nd Finance Director	
FISCAL IMPACT:		license, installation, and ensing, support, and mai	
ATTACHMENTS:	ProDIGIQ GIDS Prop	osal	
STAFF CONTACT:	Sarah Menge Email: <u>SMenge@gja</u> Office: (970) 248-85		











# **PRODIGIQ, INC. PROPOSAL**

# FOR

# GATE INFORMATION DISPLAY SYSTEM – GIDS

FOR

# GRAND JUNCTION REGIONAL AIRPORT (GJT)





To: Grand Junction Regional Airport Attn: Angela Padalecki Executive Director 2828 Walker Field Drive Grand Junction, CO 81506

February 26, 2021

# RE: COMMON USE GATE INFORMATION DISPLAY SYSTEM – GIDS FOR GRAND JUNCTION REGIONAL AIRPORT (GJT)

Dear Ms. Padalecki:

Thank you for considering ProDIGIQ's common use Gate Information Display System – GIDS (SKYROS) for use at GJT. This will allow GJT to use various airlines at the same gates in a common use capacity during the construction phase and beyond. We appreciate the opportunity to present this proposal and look forward to the prospect of expanding our partnership with your airport.

This proposal includes ProDIGIQ's common use Gate Information Display System – GIDS (SKYROS) as a Software as a Service. ProDIGIQ's SKYROS delivers all the features of a traditional GIDS and beyond, without local servers or workstations required, as ProDIGIQ's SKYROS is almost entirely Internet-based. Since it is delivered over the Internet, the burden of an airport supporting both servers and workstations in a dedicated GIDS display network is relieved. This model provides airports with significant long-term cost savings by eliminating the need to maintain dedicated servers and networks and provide electricity to those same servers. Furthermore, ProDIGIQ's SKYROS receives direct feeds from various data sources, including airline(s) at the airport, FAA, GDS, and major hub airports.

ProDIGIQ's direct flight data feeds ensure data accuracy, while eliminating manual entry and reliance on airline staff to maintain monthly and weekly schedules and enter every gate or time change. A customized Flight Portal with secure access will allow real-time messaging and any required manual override. ProDIGIQ will need a VPN access to remotely monitor the systems at the airport. If an Internet interruption occurs, the systems will show cached information on the displays until connectivity is restored.



An annual service plan for SKYROS is included. The annual service plan is the vehicle which delivers all GIDS data to the hardware units. As part of the plan, services include 24x7 remote monitoring of the system by ProDIGIQ staff and any routine updates and adjustments required by the airport. The plan also includes software maintenance and licensing for all subscription data feeds for third-party services within the ProDIGIQ system. These third-party data feeds include the FAA, airline corporate systems, major hub airports and other sources. The annual software maintenance and real-time data feeds for the airport will begin upon installation of SKYROS.

	Intuitive and user-friendly Flight Portal for airport and airline staff to modify real-time
	arrival and departure information from any device, tablet, or smartphone. This
	flexibility removes the need for dedicated workstations, leading to cost savings.
	Built-in capability to automatically restart the systems following a power failure
System Overview	Uninterrupted operation with 24x7 service support and real-time data feeds
	Scalable and reliable system built on Linux platform to offer highest level of security
	• Remotely hosted solution completely maintained, updated, and secured by
	ProDIGIQ, minimizing airport's involvement
	Automated process for real-time schedules and flight information to replace manual
	entry and for reliable, manageable, and error-free system
	• Multiple data sources, including FAA, all major airlines operating at airport, Global
Flight Data Feed	Distribution Systems, and major hub airports for highest level of data accuracy and
	reliability
	Seamless integration with new airlines that may service airport in the future
	Ability to make last minute gate, time, and status changes
	• Ability to change the status to accurately reflect the boarding process (Last Call,
	Rows Boarding, etc.)
	Ability to add seasonal and charter flights
	Ability to sort and filter flights by gate, date, time, origin/destination.
Elight Dortol	Ability to highlight flight changes made by airline and airport personnel.
Flight Portal	• Secure Access from all internet-enabled platforms such as iPad/Android tablets,
	laptops, desktops, and smartphones.
	Advanced Search and Reporting Capabilities
	Flexible multi-level access and security control.
	<ul> <li>Ability to define user access with varying levels of user privileges.</li> </ul>
	Ability for Admins to review Activity Log of all changes made by all Flight Portal users



Gate Information Display System – GIDS

	٠	Common use display for various airlines at the same gates to show the specific
Screen Configurations		airline and flight information at the designated time
&	٠	Custom screen display to meet airport's needs and aesthetics, including font, color,
Custom Capabilities		text size and information displayed
	٠	Landscape and portraits orientations displays
	٠	Configurable to display airport's logo at the top with current local time.

Advanced graphics capabilities to serve airport's needs



### PROPOSAL PRICING

#### **One-Time Upfront Cost**

Description	Quantity	Unit Price	Total Cost
SKYROS Software License and Upfront Implementation			
SKYROS – GIDS (License cost for up to 20 systems)	1		\$22,000 \$18,000 (Client loyalty discount)
SKYROS Hardware			
Leasing of SKYROS (GIDS Component) Thin Clients and accessories* (Also includes engineering hours to configure thin clients)	7	\$300	\$2,100
Installation and Training Services			
Onsite installation of SKYROS (GIDS Component) Thin Clients and onsite training (Includes travel, lodging, food, per diem costs)	1	\$3,500	\$3,500
Total Upfront Cost Before Discount			\$27,600
Total Upfront Cost After Discount			\$23,600

\*ProDIGIQ's SKYROS thin clients will be leased to GJT for the life of the contract. Upon termination of the contract, GJT will bear the cost of shipping ProDIGIQ's SKYROS thin clients to its mailing address for proper disposal. ProDIGIQ will bear the cost of properly disposing/recycling the hardware as per local requirements.



#### Software-as-a-Service (SaaS) Annual Maintenance and Support Cost (Year 1-5 of the

Agreement)

Description	Total Annual Cost
SKYROS	
SKYROS – GIDS (License cost for up to 10 systems)	\$6,000
Data Feed	
Licensing: Annual Real-Time Data Feed from FAA Class II	Included
Licensing: Annual Real-Time Data Feed from Airlines	Included
Licensing: Annual Real-Time Flight Data Feed from Global Distribution System	Included
Licensing: Annual Real-Time Flight Data Feed from Hub Airports	Included
Ongoing Software and Hardware Maintenance and Support	
Monthly Remote Software and Hardware Maintenance and Support	Included
All-inclusive complete end-to-end Software and Hardware service per month	Included
Professional Hosting Services	Included
24x7x365 Day Remote Monitoring of the Systems	Included
24x7x365 Day Technical Support	Included
Ongoing Software and Hardware Updates	Included
Ongoing Quality Control and Quality Assurance	Included

GJT's annual ongoing maintenance and support cost will be \$6,000 per year. ProDIGIQ's allinclusive pricing model provides our clients with the most cost-effective solution throughout the life of the agreement. ProDIGIQ solution provides unlimited user licenses, unlimited concurrent user licenses, and 24x7x365 technical support which eliminates budget overrun.

I hope you find this proposal acceptable.

Sincerely,

Anita Venkataraman

President and CTO

ProDIGIQ, Inc.



### **PRODIGIQ'S AVIATION CLIENTS**





### **SKYROS SCREENSHOTS**

1.1 Eye-catching Displays with Flight Information Specific to Gate









#### 1.2 Flight Portal – Intuitive and User-Friendly Interface to Easily Add Flights

Flig	hts			Ac	ld Flight					*
1F	ARR 👱	DEP		ید الــــــــــــــــــــــــــــــــــــ	Airport ONT		4	Type Departure		? VIEW LEGEND Q
	Airline	Flight	City	0	Airline	*	#	Flight	Est Time	Status
0	AS	1267	SEA						19:35	On time
0	WN	1688	OAK	ŵ	City			•	19:45	On time
0	F9	372	DEN						20:03	Cancelled
0	WN	4012	PHX		Gate		<u>(</u>	Belt	20:20	On time
0	WN	2403	SMF						20:25	On time
0	WN	1787	SFO		Sched Date		C	Sched Time	20:40	On time
0	WN	1460	SJC						20:45	On time
0	WN	1944	SMF		Est Date		C	Est Time	21:55	At 9:55 pm
0	WN	1695	OAK						21:55	Cancelled
	- St		-	¥	Status			•	10 👻	41-50 of 55
ADD	LIGHT							CANCEL SAVE	Sec. Sec.	

Agenda Item Summary

TOPIC:									
	Research & Engineering, Inc and RSI EnTech, LLC								
PURPOSE:	Information 🗆	Guidance 🗆	Decision 🛛						
RECOMMENDATION:	Approval of lease a	ssignment between Na	varro Research and						
	Engineering and RS	I EnTech and authorize	the Executive Director to						
	execute the assignr	nent.							
SUMMARY:	The DOE (Departme	ent of Energy) contract	with Navarro Research and						
	Engineering, Inc. ex	pires on March 31 <sup>st</sup> an	d the new contractor, RSI						
	EnTech, LLC, will be	gin performing the Leg	acy Management Support						
	mission beginning o	on April 1, 2021. RSI En	Tech will take over the						
	Ground lease that h International.	olds the DOE calibration	on pads west of Twin Otter						
REVIEWED BY:	Executive Director a	and Legal Counsel							
FISCAL IMPACT:	None								
ATTACHMENTS:	Assignment of Grou	Ind Lease Agreement a	nd Consent to Assignment						
	Full lease documen	t available upon reque	st.						
STAFF CONTACT:	Chance Ballegeer								
	cballegeer@gjairpo	<u>rt.com</u>							
	(970) 248-8586								

#### Assignment of Agreement and Consent

**THIS ASSIGNMENT** is made as of the 1<sup>st</sup> day of April 2021 between Navarro Research & Engineering, Inc. (the "Assignor"), RSI EnTech, LLC. (the "Assignee"), and Grand Junction Regional Airport Authority (the "Authority").

**WHEREAS** on or about June 1, 2008, the Authority and S.M. Stoller Corporation ("Stoller") entered into a Ground Lease Agreement (the "Agreement") by which Stoller agreed to lease certain real property (the "Premises") from the Authority; and

**WHEREAS** the initial term of the Agreement began on June 1, 2008 and expired on May 31, 2013; and

**WHEREAS** upon the expiration of the initial term, the Authority and Stoller agreed to the First Addendum to Ground Lease Agreement ("First Addendum") to extend the term of the Agreement through May 31, 2018; and

**WHEREAS** on or about October 1, 2015, Stoller assigned all of its rights, title, and interests under the Agreement to Assignor which assignment was agreed to by the Authority in the Assignment of Ground Lease Agreement and Consent to Assignment ("Assignment"); and

**WHEREAS** the Authority and the Assignor extended the Agreement for an additional five-year period effective June 1, 2018 through May 31, 2023; and

**WHEREAS** the Assignor wishes to assign to the Assignee, and the Assignee wishes to receive an assignment of all Assignor's rights and interests in and to the Agreement as assigned.

**NOW, THEREFORE, THIS AGREEMENT WITNESSES** that in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The Assignor hereby assigns to the Assignee all of its leasehold interest in the Leased Premises, together with the residue unexpired of the term of the Agreement, and all benefit and advantages to be derived therefrom, to have and to hold the same unto the Assignee, its successors and assigns, subject to the payment of the rent and the observance and performance of the Assignor's covenants and conditions contained in the Agreement.
- 2. The Assignor hereby represents and warrants to the Assignee that:
  - (a) notwithstanding any act of the Assignor, the Agreement is a good, valid and subsisting Agreement, and that the rents thereby reserved have been duly paid up through March 2021, and the covenants and conditions contained therein have been duly paid and performed by the Assignor up to the date hereof;
  - (b) the Assignor has not received any notice to terminate the Agreement nor has the Assignor given any notice to the Authority to terminate the Agreement;
  - (c) with the Authority's written consent as set forth in Paragraph 8.1 of the Agreement, the Assignor has the full right, power and absolute authority to assign the Agreement and its interest in the Leased Premises in the manner aforesaid, according to the true intent and meaning of this assignment;
  - (d) subject to the payment of rent under the Agreement, and the Assignor's covenants and the conditions contained in the Agreement, the Assignee may enter into and upon and hold and enjoy the Leased Premises for the residue of the term granted by the Agreement and every

renewal thereof for its own use and benefit, without any interruption of the Authority or any other person whomsoever claiming or to claim by, through or under the Authority; and

- 3. The Assignor shall and will from time to time at the request and cost of the Assignee execute such further assurances of the Leased Premises as the Assignee shall reasonably require.
- 4. The Assignee covenants to be bound by all the terms, covenants, conditions and obligations in the Agreement as amended as if the Assignee had entered into the Agreement with the Authority and as if the Assignee were the original Lessee under the Agreement.
- 5. The Authority hereby consents to this assignment from the Assignor to the Assignee and acknowledges that the Agreement is in good standing, valid, and subsisting and the right to renew the Agreement is valid and binding and available to the Assignor and the Authority has not a present intention to terminate the Agreement; provided, however, that this consent is restricted to the Assignee and that save as aforesaid, the prohibition against assigning or subletting in the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

Witness

Sam Marutzky, Project Manager Navarro Research & Engineering, Inc., Assignor

Witness

Steve Shook, Contract Manager RSI EnTech, LLC, Assignee

Witness

Tom Benton, Chairman Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Identify and recomme	nd the At-Large Commis	ssioner Candidate
PURPOSE:	Information	Guidance 🗆	Decision 🛛
RECOMMENDATION:	Mesa County Commis	Commissioner candidate sioners and the Grand Ju e with the Authority's By	-
SUMMARY:	Marshall expired on Fe City of Grand Junction also posted in the Dail applicants, Linde Mars the March 2, 2021 me 2021 meeting althoug In accordance with the	ebruary 1, 2021. The pos and the Airport on the y Sentinel. Applications shall and J.D. Evans, wer eting. Public comment w h no comments were ma e Bylaws, the Board will	
		ouncil and public comme	ent will again be taken on the
	staff will advise the M Council of the selectio County Commissioner	esa County Commission in and request consent. I s will review the selection d Junction City Council v	ndidate by the GJRAA Board, ers and Grand Junction City It is anticipated that the Mesa on at the March 29, 2021 will review the selection at the
REVIEWED BY:	Executive Director and	Legal Counsel	
FISCAL IMPACT:	None		
ATTACHMENTS:	None		
STAFF CONTACT:	Sarah Menge <u>smenge@gjairport.com</u> (970) 248-8581	<u>m</u>	

Agenda Item Summary

TOPIC:	Resolution 2021-003 Delegation of Authority				
PURPOSE:	Information 🗆	Guidance 🗆	Decision 🛛		
RECOMMENDATION:	Adopt Resolution Number 2021-003: Resolution of the Board of Commissioners Regarding Delegation of Authority				
SUMMARY:	Commissioner McDaniel and staff have been working on a review of the current GJRAA governance documents and have proposed a plan to modernize and simplify the documents.				
	As part of that project Dan Reimer, legal counsel, drafted a resolution regarding the delegation of authority between the Board of Commissioners and the Executive Director. This resolution more clearly delineates the roles and responsibilities for staff and the board. The initial draft was presented at the March 2, 2021 board meeting. The redlines in the final version reflect changes made since the original presentation.				
	The Resolution is inte as needed.	nded to be reviewed and adj	usted on at least an annual basis		
REVIEWED BY:	Executive Director and Legal Counsel (Dan Reimer)				
FISCAL IMPACT:	N/A				
ATTACHMENTS:	Redline - Resolution Number 2021-003: Resolution of the Board of Commissioners Regarding Delegation of Authority				
STAFF CONTACT:	Sarah Menge, Directo <u>smenge@gjairport.co</u> Office: 970-248-8581				

#### RESOLUTION NO. 2021-003 RESOLUTION OF THE BOARD OF COMMISSIONERS REGARDING DELEGATION OF AUTHORITY

**WHEREAS**, the Grand Junction Regional Airport Authority ("GJRAA") is the owner and operator of the Grand Junction Regional Airport ("Airport"), located in Grand Junction, Colorado; and

**WHEREAS**, GJRAA was formed under and derives its authority from C.R.S. § 41-3-101, *et. seq.*, known as the "Public Airport Authority Act" (the "Act"), and is governed by the GJRAA Board of Commissioners ("Board"); and

WHEREAS, Section 41-3-105(1) of the Act provides, "All powers, privileges, and duties vested in or imposed upon any authority organized pursuant to the provisions of this article shall be exercised and performed by and through the board except as otherwise provided by law; but the exercise of any and all executive, administrative and ministerial powers may be by said board delegated and redelegated to any of the officers created or by the board acting under this article"; and

**WHEREAS**, Section 41-3-105(5)(f) <u>of the Act</u> provides that the Board shall have the power "[t]o prescribe by resolution a system of business administration; to create any and all necessary offices; [and] to establish and reestablish the powers and duties and compensation of all officers and employees"; and

WHEREAS, Section 41-3-105(5)(g) of the Act provides that the Board shall have the power "[t]o employ clerical, legal, consulting, and engineering assistance and labor, and to delegate and redelegate to such employees the powers conferred by this article, under such conditions and restrictions as shall be fixed by the board to authorize such employees to bind the authority by contract"; and

**WHEREAS**, the Board previously has delegated authority over Airport matters in, for example and without limitation, (i) annual resolutions on financial matters, including both banking and expenditures; (ii) the annual resolution adopting a budget; (iii) the Grand Junction Regional Airport Authority Purchasing and Procurement Policy (current version dated Aug. 20, 2019); (iv) policies on the capitalization and disposal of Airport assets; and (v) other Board resolutions and policies; and

**WHEREAS**, the Board believes that formal delegation over certain matters not addressed in other resolutions and policies is desirable in the exercise of the Board's obligations under the Act; would remove ambiguity about the proper authority for many routine and recurring Airport matters; and further that such delegation should be revisited periodically.

**NOW, THEREFORE**, by this Resolution, the Board hereby delegates authority to the Executive Director of the Airport and their designees, and reserves other powers unto itself, as follows:

- 1. The following powers shall be delegated to the Executive Director-and their designees:
  - a. To initiate procurements for goods and services.
  - b. To enter into contract negotiations, including with the apparent best proposer in a solicitation, and present contracts for the Board's consideration.
  - c. To authorize payment of invoices submitted by vendors, contractors and consultants in accordance with executed contracts (for services) and purchase orders (for goods), except to the extent expenditure approval is reserved to the Board in the then-current Purchasing and Procurement Policy or other source.
  - d. To extend or renew a contract or agreement where the GJRAA's consent is ministerial in nature and/or the power to extend or renew is delegated to the Executive Director in the contract or agreement.
  - e. To declare in default or terminate an agreement with which second party is not in compliance.
  - f. To approve permits and licenses for access to Airport property for terms not to exceed thirty (30) days and not to exceed ninety (90) days total, including extensions and renewals.
  - g. To set compensation for Authority employees in accordance with the annual budget approved by the Board.
  - h. To submit applications for grants from or through the State of Colorado and applications for grants that do not require a local match on the part of the GJRAA.
  - i. To amend grant agreements with the Federal Aviation Administration, provided the amendment does not increase the local match on the part of the GJRAA.
  - j. To execute airline operating license agreements, upon establishing that the airline is capable to satisfy the terms and conditions of the license and the license conforms in all material respect to the then-current standard form approved by the Board.
  - k. To execute airline incentive agreements (marketing and operations), provided the airline is eligible in accordance with the airline incentive policy approved by the Board and the agreement conforms in material respects to the then-current standard form approved by the Board.

- 1. To consent to the sublease of Airport property, upon establishing that the sublease agreement conforms to the then-current standard form approved by the Board.
- m. To approve commercial operator permits for the conduct of commercial aeronautical activities, upon establishing that the operator complies with the Airport Minimum Standards and the permit conforms to the then-current standard form approved by the Board.
- n. To approve the form of and execute avigation easements.
- o. To prepare such additional standard form contracts, permits, licenses and other agreements, provided that the authority to approve such agreements shall be reserved to the Board.
- p. To develop, adopt, implement and enforce Standard Operative Procedures, directives and policies that implement, interpret, administer and enforce Board policies and/or that direct the conduct of GJRAA employees.
- q. To develop, adopt, and administer internal forms and agreements for GJRAA employees, including, by way of example but without limitation: parking permit agreement, key agreement, uniform policy, purchase card agreement, motor vehicle record authorization form, and employee conflict-of-interest form.
- r. To develop and implement the Airport Certification Manual and associated Letters of Agreement with the FAA; Airport Security Program; Airport Emergency Program; Tarmac Delay Contingency Plan; and such similar and related plans concerning the operation and management of the Airport as may be required to be prepared under federal law and regulation.
- s. To issue Notices to Airmen, including the authority to temporarily close the Airport in coordination with the FAA.
- t. To submit the Airport Capital Improvement Plan to the State of Colorado and the FAA.
- u. To develop and implement policies and programs to preclude unlawful discrimination and promote participation in Airport programs by socially and economically disadvantaged individuals, in accordance with federal law and regulation, including the Disadvantaged Business Enterprise (DBE) Program, Airport Concession Disadvantaged Business Enterprise (ACDBE) Program, Title VI Nondiscrimination Program, and Language Assistance Plan.
- v. To develop and implement a document retention program in accordance with all applicable legal requirements.

- 2. Notwithstanding the foregoing, the Board recognizes that the following non-exclusive list of powers rest with and shall be reserved to the Board:
  - a. To bind the GJRAA by contract, except as explicitly delegated to the Executive Director hereunder or by separate resolution or writing, including contracts for the purchase of goods and services; and leases, licenses, permits and other agreements providing for the use and possession of Airport property.
  - b. To amend the Airport By-Laws.
  - c. To approve the application for grant funding through the FAA Airport Improvement Program and to approve grant agreements and co-sponsorship agreements.
  - d. To approve the form of standard agreements.
  - e. To consent to the assignment of lease agreements and other contracts.
  - f. To approve, revise and rescind policies applicable to the GJRAA and Airport, including but not limited to:
    - i. Airport operating policies and procedures, such as the Lease Policy, Design Intent Guidelines, Non-Commercial Use Policy, General Aviation Minimum Standards, Colorado Open Records Act Policy and Procedures, Airport Rules and Regulations, and Nondiscrimination Policy.
    - ii. Board and employee conduct policies, such as the Code of Professional Conduct, Airport Compliance Program, Employee Handbook, Bring Your Own Device Policy, and Whistleblower Policy.
    - iii. Financial policies, such as the Grant Management and Oversight Policy, Purchasing and Procurement Policy, Asset Capitalization Policy, and Asset Disposal Policy.
  - g. The power to adopt such resolutions as necessary and desirable in the interests of the GJRAA and Airport, consistent with the Act and in furtherance of the GJRAA's role as owner, operator and sponsor of the Airport.
- 3. The Executive Director may further delegate to her designee(s) the powers conferred in Section 1, provided that any further delegation of powers not documented in the Purchasing and Procurement Policy that contractually bind or obligate the GJRAA must be in writing and kept with this resolution in the records of the Airport.
- 3.4.Nothing in this Resolution shall be construed to prohibit the Executive Director and their <u>her</u> staff, in their discretion, from bringing to the Board for its approval matters which

have, by this Resolution, been deemed delegated to the Executive Director and their her designees.

- 4.5. This Resolution supersedes and replaces Resolution 2014-02 (Resolution of the Board of Commissioners Regarding Authority to Execute Standardized Agreements) but does not otherwise supersede or replace any other Board resolution or policy, except to the extent of a direct conflict, in which event this resolution shall control.
- 5.6. The Board intends that the delegations of authority granted by this Resolution shall be reviewed by the Board on an annual basis but shall not otherwise expire unless and until amended or rescinded by the Board.

PASSED AND ADOPTED this	_ day of, 2021.
Board Members Voting AYE	Board Members Voting NAY
	GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
ATTEST:	Chairman
Clerk	

Agenda Item Summary

TOPIC:	Airport Coronavirus	s Response Grant Prog	gram (ACRGP) Grant Offer		
PURPOSE:	Information $\Box$	Guidance 🗆	Decision 🗵		
RECOMMENDATION:	Approve the ACRGP Grant offer No. 3-08-0027-070-2021 Award in the amount of \$2,165,017.				
SUMMARY:	The ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) distributed by the FAA to provide economic relief to the Grand Junction Regional Airport and can be used to fund costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.				
	This grant award will also require approval from the Airport Co- Sponsors: the City of Grand Junction and Mesa County, which staff will arrange for an upcoming Board meeting.				
	Plan, which include anticipates receivin	d \$8 billion in airport	d as part of that program,		
REVIEWED BY:	Executive Director and Dan Reimer, Legal Counsel				
FISCAL IMPACT:	Grant Award Amount: \$2,165,017				
ATTACHMENTS:	Airport Coronavirus Response Grant Program Grant Offer, Grant No 3-08-0027-070-2021				
STAFF CONTACT:	<ul> <li>Angela Padalecki, Executive Director</li> <li>Email: apadalecki@gjairport.com</li> <li>Office: 970-244-9100</li> </ul>				



U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

FAA DEN ADO 26805 E 68th Ave, Suite 224 Denver, CO 80249

#### **CRRSA Act Transmittal Letter**

#### {{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Thomas Benton, Chair Grand Junction Regional Airport Authority 800 Eagle Drive Grand Junction, Colorado 81506

Mr. Greg Caton, Manager City of Grand Junction 250 North Fifth Street Grand Junction, Colorado 81501

Ms. Janet Rowland, Chair Mesa County Board of Commissioners 544 Rood Avenue Grand Junction, Colorado 81501

Dear Mr. Benton, Mr. Caton, and Commissioner Rowland:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-08-0027-070-2021 for the Grand Junction Regional 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 **April 22, 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 elnvoicing 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. Please refer to the <u>ACRGP Frequently Asked Questions</u> 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).

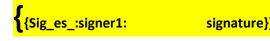
Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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. A copy of a "Single Audit Certification Form" will be sent separately via email. Please complete and return a copy to our office and make a copy for your files.

Kristin Brownson is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Kristin Brownson at Kristin.Brownson@faa.gov.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer Manager, Denver Airports District Office



U.S. Department of Transportation Federal Aviation Administration

#### AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

#### **GRANT AGREEMENT**

#### Part I - Offer

Federal Award Offer Date	e <mark>{{DateTime_es_:signer1</mark>	:calc(now()):format(date," mmmm d, yyyy")}}
Airport/Planning Area	Grand Junction Regional	Airport
ACRGP Grant Number	3-08-0027-070-2021	[Contract No. DOT-FA21NM-K1061]
Unique Entity Identifier	15-613-5394	
County of Mesa	, Colorado, City of Grand J	unction, Colorado,

TO: and the Grand Junction Regional Airport Authority

(herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 24, 2021, for a grant of Federal funds at or associated with the Grand Junction Regional Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Grand Junction Regional Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is 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, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt

service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to the Grand Junction Regional Airport incurred no earlier than January 20, 2020. ACRGP Grants 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 Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, 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 Grant Application, and in consideration of (a) the Sponsor'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. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$2,165,017, allocated as follows:

\$77,850	Primary	KC2021
\$2,087,167	Primary	KQ2021

- 2. <u>Grant Performance</u>. This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    - Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    - Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    - The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    - Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

- c. Close out and Termination.
  - Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
  - 2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Unallowable Costs</u>. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
- 5. **<u>Final Federal Share of Costs</u>**. The United States' share of allowable Grant costs is 100%.
- 6. <u>Completing the Grant without Delay and in Conformance with Requirements</u>. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees 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.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. <u>Offer Expiration Date</u>. 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 Sponsor on or before April 22, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. <u>United States Not Liable for Damage or Injury</u>. 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 Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

#### 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <a href="http://www.sam.gov">http://www.sam.gov</a>).
- 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 <a href="https://sam.gov/SAM/pages/public/index.jsf">https://sam.gov/SAM/pages/public/index.jsf</a>.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

#### 16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 17. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

- 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

#### 18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

#### 19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

- A. Associated with performance under this ACRGP grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

#### 20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals -
  - In accordance with 41 U.S.C. § 4712, an employee of a grantee or 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:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. 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:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. 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 of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

- 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. <u>Co-Sponsor</u>. The 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. <u>Limitations</u>. 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 Sponsor and the FAA prior to the date of this ACRGP 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) 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 USE OF ACRGP FUNDS

#### CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

- 1. <u>Equipment or Vehicle Replacement</u>. The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- 2. <u>Equipment Acquisition</u>. The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
- 3. <u>Low Emission Systems</u>. The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### **CONDITIONS FOR UTILITIES AND LAND -**

- 4. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 5. Utility Relocation in Grant. The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.
- 6. Land Acquisition. Where funds provided for by this grant are used to acquire land, the Sponsor shall 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 Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated {{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

#### UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

{Sig\_es\_:signer1: signature}}

(Signature)

John. P. Bauer (Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

#### Part II - Acceptance

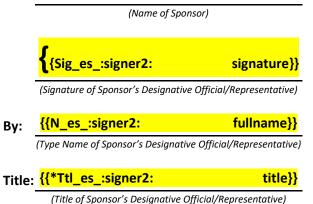
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant 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.<sup>1</sup>

Dated {{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

#### Grand Junction Regional Airport Authority



<sup>&</sup>lt;sup>1</sup> 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 SPONSOR'S ATTORNEY**

I, <u>{{N\_es\_:signer3: fullname}}</u>, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken 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 and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at <a>href="https://dateTime\_es\_:signer3:calc(now()):format(date," mmmm d, yyyy")}">https://dateTime\_es\_:signer3:calc(now()):format(date," mmmm d, yyyy")}</a>

By: <mark>{</mark>{Sig\_es\_:signer3: signature}

(Signature of Sponsor's Attorney)

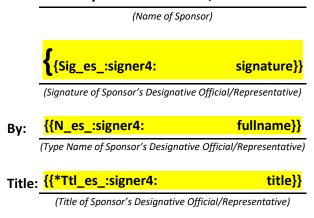
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant 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.<sup>1</sup>

Dated {{DateTime\_es\_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

#### City of Grand Junction, Colorado



<sup>&</sup>lt;sup>1</sup> 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 SPONSOR'S ATTORNEY**

I, <u>{{N\_es\_:signer5: fullname}}</u>, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken 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 and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

By: **{**{Sig\_es\_:signer5: signature} (Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP 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 Grant 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.<sup>1</sup>

Dated {{DateTime\_es\_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

# County of Mesa, Colorado (Name of Sponsor) (Sig\_es\_:signer6: signature}) (Signature of Sponsor's Designative Official/Representative) By: {{N\_es\_:signer6: fullname}} (Type Name of Sponsor's Designative Official/Representative) Title: {{\*Ttl\_es\_:signer6: title}} (Title of Sponsor's Designative Official/Representative)

<sup>&</sup>lt;sup>1</sup> 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 SPONSOR'S ATTORNEY**

I, <u>{{N\_es\_:signer7: fullname}}</u>, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken 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 and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at <a>href="https://dateTime\_es\_:signer7:calc(now()):format(date," mmmm d, yyyy")}">https://dateTime\_es\_:signer7:calc(now()):format(date," mmmm d, yyyy")}</a>

By: **{**{Sig\_es\_:signer7: signature}

(Signature of Sponsor's Attorney)

#### AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES Airport Sponsors

#### A. General.

- 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 Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), 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 Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP 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, <u>et. seq.</u><sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, <u>et. seq.</u>
- 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.
- I. 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.<sup>2</sup>
- 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. <sup>3, 4</sup>
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- 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.<sup>1</sup>

- 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. <sup>1</sup>
- 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). <sup>1</sup>
- i. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). <sup>1</sup>
- 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.
- I. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- 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 of Federal and Federally assisted or regulated new building construction.

#### FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> 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) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### 6. Consideration of Local Interest.

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

#### 7. Consultation with Users.

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

#### 8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including 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 Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

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

#### 17. Reports and Inspections.

It will:

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

#### 18. Land for Federal Facilities.

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

#### 19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 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;
  - the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### 20. Civil Rights.

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

- 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 Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado, 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.
    - C. 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.
    - D. 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 {{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}, and included in this grant, 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.

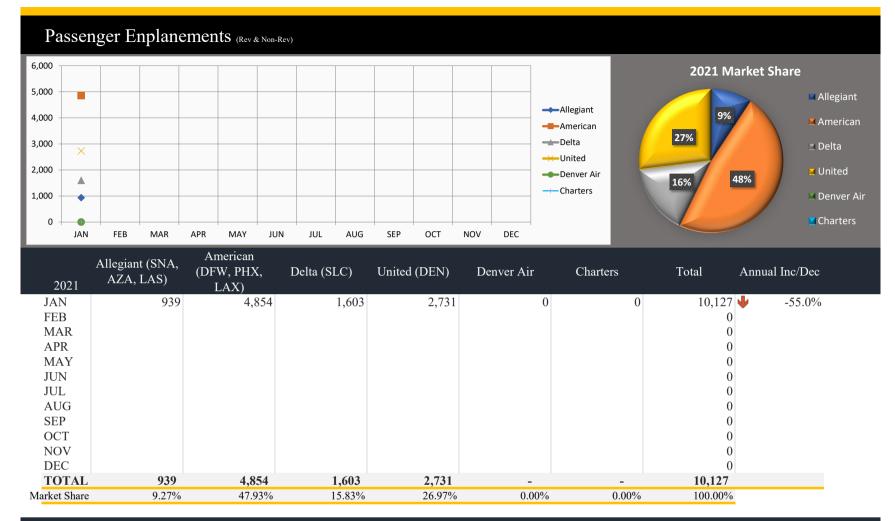
The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not 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.

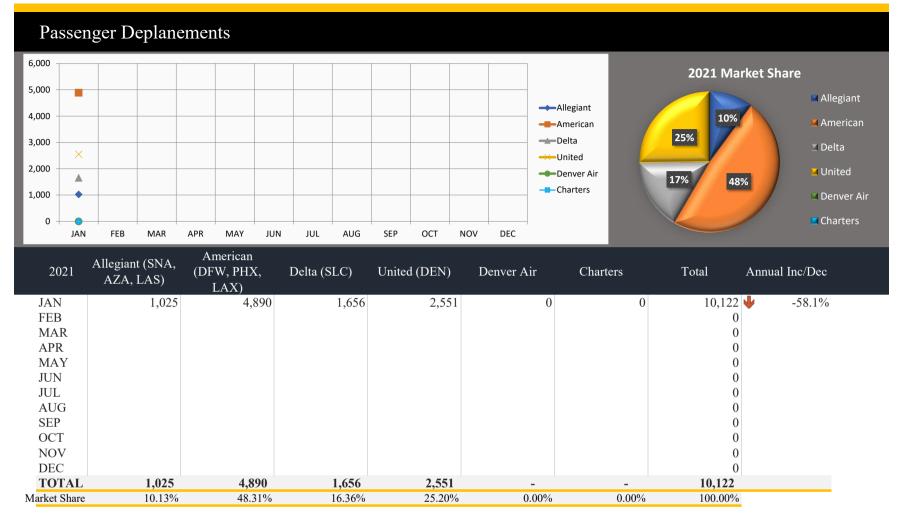
The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, 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.

### GRAND JUNCTION REGIONAL AIRPORT

# January2021DATA & STATISTICS



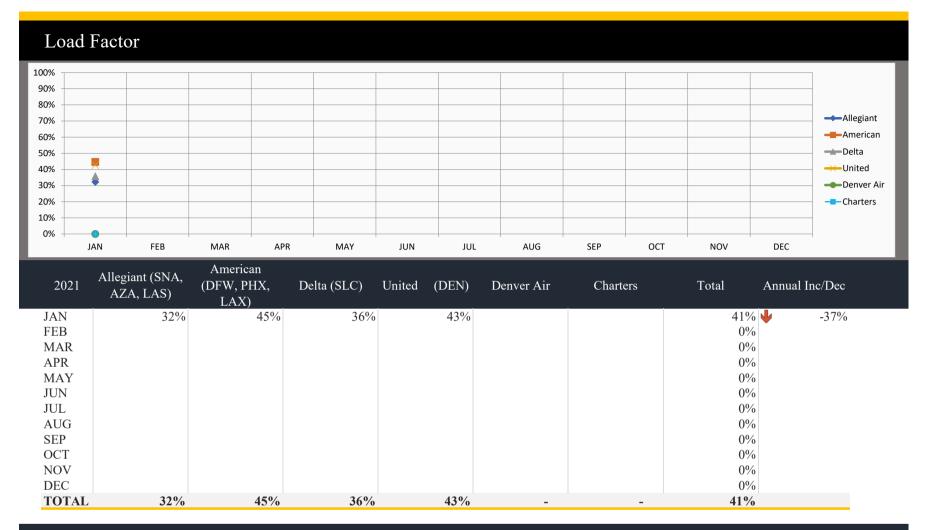
2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United (DEN)	Denver Air (APA)	Charters	Total
JAN	2,187	10,698	3,354	5,493	678	82	22,492
FEB	1,913	9,880	3,080	5,927	689	159	21,648
MAR	1,167	5,577	1,874	3,510	336	0	12,464
APR	0	721	158	292	0	0	1,171
MAY	476	2,275	296	520	0	0	3,567
JUN	1,699	3,318	751	646	0	0	6,414
JUL	1,856	5,006	1,778	2,556	0	0	11,196
AUG	1,156	5,509	2,491	3,139	0	0	12,295
SEP	699	7,078	2,720	2,749	0	0	13,246
OCT	700	7,746	2,939	5,196	0	0	16,581
NOV	988	5,560	2,322	3,722	0	47	12,639
DEC	1,160	5,602	1,932	3,434	0	0	12,128
TOTAL	14,001	68,970	23,695	37,184	1,703	288	145,841
Market Share	9.60%	47.29%	16.25%	25.50%	1.17%	0.20%	100.00%



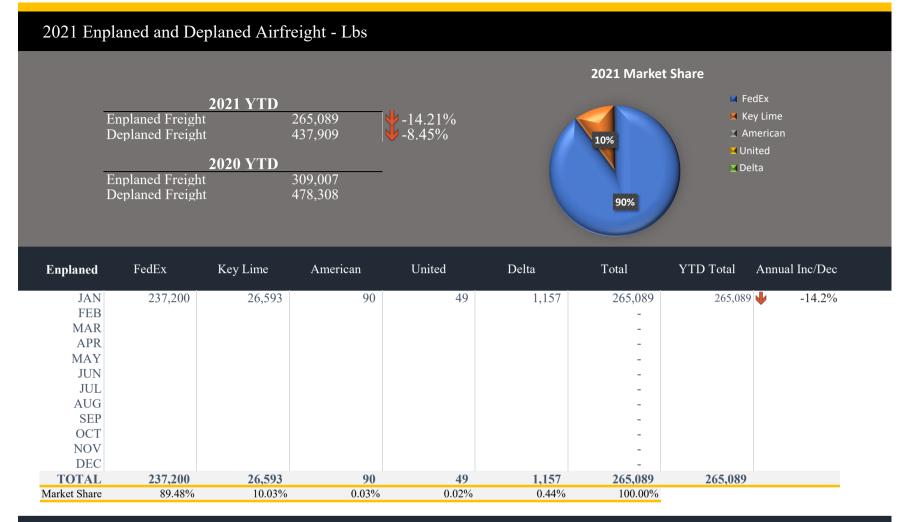
2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United (DEN)	Denver Air (APA)	Charters	Total	
JAN	2,031	10,110	3,752	7,638	637	0	24,168	
FEB	1,906	9,706	3,563	7,173	651	167	23,166	
MAR	1,252	5,993	1,918	4,126	308	0	13,597	
APR	0	590	214	384	0	0	1,188	
MAY	421	2,327	323	407	0	0	3,478	
JUN	1,759	3,399	762	589	0	0	6,509	
JUL	1,752	4,814	1,791	2,557	0	0	10,914	
AUG	1,144	5,286	2,214	3,091	0	0	11,735	
SEP	666	7,331	2,527	2,673	0	0	13,197	
OCT	611	7,269	2,765	4,974	0	0	15,619	
NOV	979	5,253	2,283	3,539	0	47	12,101	
DEC	1,073	6,057	1,903	3,714	0	0	12,747	
TOTAL	13,594	68,135	24,015	40,865	1,596	214	148,419	
Market Share	9.16%	45.91%	16.18%	27.53%	1.08%	0.14%	100.00%	



2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United	(DEN)	Denver Air	Charters	Total
JAN	2,976	13,112	4,702		6,598	1,320	186	28,894
FEB	2,622	11,874	4,502		7,484	1,200	186	27,868
MAR	2,019	10,989	4,550		7,030	870	0	25,458
APR	0	4,819	1,500		2,294	0	0	8,613
MAY	1,368	4,295	1,100		1,717	0	0	8,480
JUN	4,278	4,230	1,695		1,380	0	0	11,583
JUL	4,167	5,888	4,075		3,552	0	0	17,682
AUG	3,105	7,524	5,310		4,166	0	0	20,105
SEP	1,248	9,599	5,936		2,847	0	0	19,630
OCT	1,248	10,099	5,680		7,342	0	0	24,369
NOV	2,058	10,120	5,032		6,430	0	186	23,826
DEC	2,862	10,226	5,324		6,680	0	0	25,092
TOTAL	27,951	102,775	49,406		57,520	3,390	558	241,600
Market Share	11.57%	42.54%	20.45%		23.81%	1.40%	0.23%	100.00%



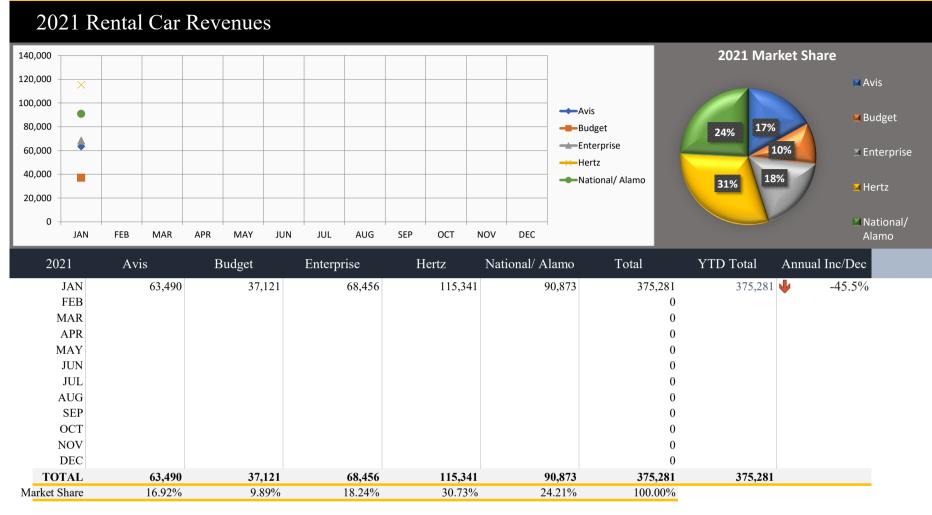
2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United	(DEN)	Denver Air	Charters	Total
JAN	73%	82%	71%		83%	51%	44%	78%
FEB	73%	83%	68%		79%	57%	85%	78%
MAR	58%	51%	41%		50%	39%		49%
APR		15%	11%		13%			14%
MAY	35%	53%	27%		30%			42%
JUN	40%	78%	44%		47%			55%
JUL	45%	85%	44%		72%			63%
AUG	37%	73%	47%		75%			61%
SEP	56%	74%	46%		97%			67%
OCT	56%	77%	52%		71%			68%
NOV	48%	55%	46%		58%		25%	53%
DEC	41%	55%	36%		51%			48%
TOTAL	50%	67%	48%		65%	50%	52%	60%



Deplaned	FedEx	Key Lime	American	United	Delta	Total	YTD Total	Month over Month Inc/Dec
JAN	393,875	43,681	9	321	23	437,909	437,909	-8.4%
FEB						-		
MAR						-		
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	393,875	43,681	9	321	23	437,909	437,909	
Market Share	89.94%	9.97%	0.00%	0.07%	0.01%	100.00%		

# 2021 Aircraft Operations

			Itinerant						
2021	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	518	480	1,688	116	2,802	1,970	132	2,102	4,904
FEB	530	573	1,443	111	2,657	1,462	76	1,538	4,195
MAR					0			0	0
APR					0			0	0
MAY					0			0	0
JUN					0			0	0
JUL					0			0	0
AUG					0			0	0
SEP					0			0	0
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
TOTAL	1,048	1,053	3,131	227	5,459	3,432	208	3,640	9,099
Historical Data	2016	2017	2018	2019	2020	2021	2020-2021 Inc/Dec		
JAN	3,142	3,325	3,320	3,425	3,713	4,904	<b>1</b> 32.08%		
FEB	3,600	2,888	2,945	3,473	4,378	4,195	<b>-</b> 4.18%		
MAR	3,808	4,356	3,931	4,119	3,241	-			
APR	3,191	3,717	3,670	3,378	2,436	-			
MAY	3,810	3,821	3,908	4,075	3,826	-			
JUN	4,080	4,839	4,287	4,293	4,588	-			
JUL	4,044	3,997	5,195	4,348	4,784	-			
AUG	4,111	4,084	5,139	4,256	5,436	-			
SEP	3,797	3,496	4,161	3,941	4,777	-			
OCT	4,322	3,752	4,600	4,004	5,216	-			
NOV	3,651	3,074	4,092	3,811	4,612	-			
DEC	3,448	2,957	3,612	4,216	4,532	-			
TOTAL	45,004	44,306	48,860	47,339	51,539	9,099			



2020	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	148,148	79,389	107,387	191,822	162,290	689,036	689,036
FEB	112,051	86,125	99,679	183,678	148,540	630,073	1,319,109
MAR	89,199	57,440	81,502	81,502	100,958	410,601	1,729,710
APR	11,914	9,709	40,198	27,460	18,460	107,741	1,837,451
MAY	24,990	12,252	70,094	41,400	32,427	181,163	2,018,614
JUN	66,889	34,070	104,997	98,136	85,495	389,587	2,408,201
JUL	129,099	60,887	139,672	108,663	141,798	580,119	2,988,320
AUG	141,420	65,178	171,127	149,434	164,014	691,173	3,679,493
SEP	148,427	81,184	220,120	186,261	180,941	816,933	4,496,427
OCT	171,673	105,320	198,626	218,113	211,286	905,017	5,401,444
NOV	81,714	46,375	142,471	146,286	118,060	534,906	5,936,350
DEC	74,890	43,318	106,597	128,086	88,370	441,262	6,377,612
TOTAL	1,200,415	681,247	1,482,471	1,560,841	1,452,639	6,377,612	
Market Share	18.82%	10.68%	23.24%	24.47%	22.78%	100.00%	

#### Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

			Year to Date					
		01/31/2021	01/31/2021	01/31/2020	Budget Va	ariance	Prior Year V	ariance
		Budget	Actual	PY Actual	Budget \$ Remaining	Budget % Remaining	PY \$ Var	PY % Var
	Operating revenue							
	Aeronautical revenue							
	Passenger airline revenue							
1	Passenger airline landing fees	\$ 25,700	\$ 48,890	\$ 61,223	\$ 23,190	90.23 %	\$ (12,333)	(20.14) %
2	Terminal rent	102,917	102,957	105,158	40	0.04 %	(2,201)	(2.09) %
3	Other (boarding bridge)	1,011	2,300	2,878	1,289	127.50 %	(578)	(20.08) %
	Total Passenger airline revenue	129,628	154,147	169,259	24,519	18.91 %	(15,112)	(8.93) %
	Non-passenger airline revenue							
4	Non-passenger landing fees	8,848	8,108	8,078	(740)	(8.36) %	30	0.37 %
5	Cargo and hangar rentals	4,562	4,561	4,483	(1)	(0.02) %	78	1.74 %
6	Fuel tax	11,500	8,773	15,144	(2,727)	(23.71) %	(6,371)	(42.07) %
7	Fuel Flowage Fees and Sales	30,900	30,804	31,765	(96)	(0.31) %	(961)	(3.03) %
8	Other (ramp parking, rapid refuel)	320	780	510	460	143.75 %	270	52.94 %
	Total Non-passenger airline revenue	56,130	53,026	59,980	(3,104)	(5.53) %	(6,954)	(11.59) %
	Total Aeronautical revenue	185,758	207,173	229,239	21,415	11.53 %	(22,066)	(9.63) %
	Non-aeronautical revenue							
9	Land and building leases	49,300	49,097	48,615	(203)	(0.41) %	482	0.99 %
10	Terminal - restaurant & retail	5,000	5,461	18,113	461	9.22 %	(12,652)	(69.85) %
11	Terminal - other	15,041	15,294	14,648	253	1.68 %	646	4.41 %
12	Rental cars	47,295	57,179	96,805	9,884	20.90 %	(39,626)	(40.93) %
13	Parking	55,000	57,406	144,350	2,406	4.37 %	(86,944)	(60.23) %
14	Ground Transportation	1,785	1,971	5,678	186	10.42 %	(3,707)	(65.29) %
15	Other (advertising, security fee, etc.)	2,050	2,277	3,261	227	11.07 %	(984)	(30.17) %
	Total Non-aeronautical revenue	175,471	188,685	331,470	13,214	7.53 %	(142,785)	(43.08) %
	Total Operating Revenues	\$ 361,229	\$ 395,858	\$ 560,709	\$ 34,629	9.59 %	\$ (164,851)	(29.40) %

## Grand Junction Regional Airport Authority Statements of Changes in Net Position Unaudited - subject to change

			Year to Date					
		01/31/2021	01/31/2021	01/31/2020	Budget \	/ariance	Prior Year \	/ariance
		Budget	Actual	PY Actual	Budget \$ Variance	Budget % Variance	PY \$ Var	PY % Var
	Operating expenses							
16	Personnel compensation and benefits	\$ 218,734	\$ 214,613	\$ 168,088	(4,121)	(1.88) %	46,525	27.68 %
17	Communications and utilities	26,871	29,362	28,089	2,491	9.27 %	1,273	4.53 %
18	Supplies and materials	38,507	16,155	57,232	(22,352)	(58.05) %	(41,077)	(71.77) %
19	Contract services	40,980	50,949	51,321	9,969	24.33 %	(372)	(0.72) %
20	Repairs & maintenance	32,575	11,697	17,355	(20,878)	(64.09) %	(5,658)	(32.60) %
21	Insurance	10,500	10,705	8,678	205	1.95 %	2,027	23.36 %
22	Training, Travel, & Air Service Development	33,584	6,100	14,379	(27,484)	(81.84) %	(8,279)	(57.58) %
23	Other Expense (marketing, professional dues, $\epsilon$	21,600	7,686	15,632	(13,914)	(64.42) %	(7,946)	(50.83) %
24	Contingency Expense	-	-	-		0.00 %		0.00 %
	Total Operating expenses	423,351	347,267	360,774	(76,084)	(17.97) %	(13,507)	(3.74) %
	Non-operating revenue (expenses)							
25	Passenger facility charges	37,400	54,956	114,522	17,556	46.94 %	(59,566)	(52.01) %
26	Interest income	3,500	2,985	10,183	(515)	(14.71) %	(7,198)	(70.69) %
27	Interest expense	-	(256,881)	(65,864)	(256,881)	0.00 %	(191,017)	(290.02) %
28	Customer facility charges	21,944	29,824	46,512	7,880	35.91 %	(16,688)	(35.88) %
29	Capital contributions	18,417,000	63,388	46,797	(18,353,612)	(99.66) %	16,591	35.45 %
29	Capital expenditures	(20,803,471)	(45,580)	(11,549,048)	20,757,891	99.78 %	11,503,468	99.61%
30	Debt principal payments	-	(715,000)	(924,674)	715,000	0.00 %	209,674	(22.68) %
31	Other	-	-	-	-	0.00 %		0.00 %
	Total Non-operating revenue (expenses)	(2,323,627)	(866,308)	(12,321,572)	2,887,319	124.26 %	11,455,264	92.97 %
	Excess of revenue over (under) expense	\$ (2,385,749)	\$ (817,717)	\$ (12,121,637)	2,998,032	125.66 %	11,303,920	93.25 %

#### Variance Explanations - January 31, 2021 Preliminary Financial Statements

January 2021 passenger traffic was down 55% (about 12,300 passengers) compared to January 2020 but was above budget by 8% or 672 passengers. The explanations below are intended to provide additional explanations about variances between forecasted revenues and expenses.

## Operating Revenues: Operating revenues started the year \$34.6k ahead of budget through January 2021. Total forecasted operating revenue for the year is \$4.87M therefore through January 31, 2021, GJRAA is on track with budgeted operating revenue.

- 1 Passenger Landing Fees Passenger landing fees year to date were about \$23K above forecast expectations. Total scheduled landings and revenue were down 20% compared to January 2020 which was better than the forecast.
- 2 Terminal Rent Terminal rent revenue is consistent with budget, variance with prior year comes from the change in passengers associated with the Non-participating airline.
- 3 Boarding Bridge Revenue Boarding bridge revenue exceeded budgeted due to a higher number of schedule landings than budgeted.
- 6 Fuel Tax Fuel tax revenues are collected by the state and remitted to the Airport based on all fuel sales, but these revenues tend to correlate most closely with commercial landing activity two months previous due to the lag in processing. Commercial passenger landings were down about 21% from prior year in November 2020, therefore the 42% decline in fuel tax revenues from prior year is higher than expected. This variance is likely due to a delay in payments from airlines to the state and the subsequent remittance to GJT. We will monitor this.
- 9 Non-aeronautical revenues Total enplaned passengers were approximately 55% lower in January 2020 than January 2021 and revenue enplanements were 8% higher
- than budget. Aside from land and building leases and the terminal other revenue which were fixed rents, the other non-aeronautical revenues are almost entirely tied
- 1 to enplaned passengers at the airport and therefore would be expected to reflect a comparable decline in revenues from 2020. Because of the higher than expected
- 5 passenger traffic all of the non-lease revenues were at or above budget.

# Operating Expenses: Total Operating Expenses through January 2021 were \$76k below budget. The majority of this deficiency is in supplies & materials, repairs and maintenance, and training, all of which are expected to catch up to budgeted levels.

- 16 *Personnel Compensation & Benefits* Compensation and benefits were in line with budget.
- 18 *Supplies & Materials* Supplies & Materials costs were \$22k lower than budget through January. Half of the budget variance is due to decreases in unleaded fuel purchases. Fuel is purchased and sold to the rental car companies and airlines to fuel their equipment. With the decrease in demand, the consumption decreased and the purchases were less frequent. The rest of the variance is primarily because the entire 2021 uniform budget is reported in January. This portion of the variance will decrease throughout the year.
- 19 *Contract Services* Contract services are \$10k above the January 2021 budget and directly in line with prior year spending. The notable expenditures are for the engineering and planning services related to the terminal planning and checkpoint reconfiguration project.
- 20 <u>Repairs & Maintenance</u> Repairs and Maintenance activities were below budget and prior year spending through January 2021. The timing of incurring these costs is somewhat unpredictable, we estimated even spending for budget purposes, although some months will have higher costs than others.
- 22 <u>Training, Travel, & Air Service Development</u> Costs for training, travel and air service development are \$27k below the budget through January 2021 and \$8k lower than the prior year. \$21K of the budget variance is because the entire 2021 training budget is reported in January. This portion of the variance will decrease throughout the year.

#### Non-Operating Revenues and Expenses:

- 25 **PFC Revenue** PFC revenue was below prior year actual due to the 55% year-over-year decrease in passenger activity, however, actual passenger numbers through January 2021 were higher than budget resulting in higher than expected PFC revenue.
- 26 Interest Income Interest income was down 71% compared to 2020 through January. The second half of the bond funds were drawn down in March 2020 and therefore we expected and budgeted for the decline from the prior year.
- 28 *CFC Revenue* CFC revenue was below prior year actual due to the year-over-year decrease in passenger activity, however, actual passenger numbers through January 2021 were higher than budget resulting in higher than expected CFC revenue.
- 29 *Capital Contributions & Expenditures* The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the forecast represents the full annual budget and the budget variance represents the remaining budget. Construction is scheduled to start in March and Apron on the Run-up Pad and Apron replacement projects, therefore the costs are expected to increase as we enter construction season.