



**Airport Advisory Board  
Regular Meeting**  
**City Hall, 697 Vista Ave, Page AZ**  
**September 14, 2026 at 5:30 PM**

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**NOTICE OF PUBLIC MEETING AND AGENDA**

Pursuant to Arizona Revised Statutes § 38-431.02, notice is hereby given to the members of the City of Page Airport Advisory Board and the general public that the Page Airport Advisory Board will hold a meeting open to the public in Page City Hall located at 697 Vista Avenue, Page, Arizona. Members of the Airport Advisory Board will attend either in person or virtually.

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**1. Call to Order**

**2. Roll Call**

Mario Bevilacqua Von Gunderrode-  
Chair  
Sean Brown-Vice Chair  
Justin Feldman  
Michael Preller  
Neil Salmi

Vernon Randel  
Scott Golba  
Mike Farrow, Council Liaison

**3. Minutes**

- A. Review and Approval of Minutes from the Regular meeting held on August 10, 2026.

**4. Reports and Announcements**

- A. Airport Director's Updates and Announcements  
B. Monthly Report from Contour Airlines

**5. Hear from the Citizens**

The public is invited to speak on any item or area of concern. Items presented during the Citizens portion which are not on the agenda, cannot be acted upon by the Airport Advisory Board. Individual members are prohibited by the Open Meeting Law from discussing or considering the item among themselves unless the item is officially on an agenda.

**6. Unfinished Business**

**7. New Business**

- A. Review of Gate Card Agreement and gate control procedures  
B. Discuss Recommendations to Council Regarding a Transition to a Stricter Hangar Lease  
C. New AEAS Grant Agreement (Oct 1, 2026 - Sept 30, 2030)

**8. Adjourn**

**FOR YOUR INFORMATION**

Next Regular Meeting Monday, \_\_\_\_\_, at 5:30 p.m.

Persons with disabilities should call the City of Page at 928-645-8861 for program and services information and accessibility.

If you would like to receive City Council and Board agenda notifications via email, please visit our public portal and sign-in or create an account to subscribe: <https://pageaz.portal.civicclerk.com/>.

**DISCLAIMER:** Agenda Items may be taken out of order. This agenda may be subject to change up to 24 hours prior to the meeting. Please see the local crier boards or our website at [cityofpage.org](http://cityofpage.org) for the current agenda.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona; Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona; U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

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CITY OF PAGE

## REQUEST FOR BOARD ACTION

**Meeting Type:** Regular Meeting

**Meeting Date:** September 14, 2026

**Department:** Airport

**Presented by:**

**Brief Title:** Review and Approval of Minutes from the Regular meeting held on August 10, 2026.

**Agenda Section:** Minutes

**Agenda Sub-category:** Board Item

**Recommended Action:**

**Background:**

**Attachments:**

1. 8.10.26 AAB Minutes



**AIRPORT ADVISORY BOARD  
REGULAR MEETING MINUTES  
MONDAY, AUGUST 10, 2026**

A Regular Meeting of the Airport Advisory Board was held at 5:30PM on the 10<sup>th</sup> day of August, 2026, in the Council Chambers at Page City Hall. Chair Mario Bevilacqua Gunderrode presided. Board members Sean Brown and Neil Salmi as well as Council Liaison Mike Farrow were present. Board members Justin Feldman and Scott Golba were present via Zoom. Board members Michael Preller and Vernon Randel were absent.

Chair Mario Bevilacqua Gunderrode called the meeting to order at **5:32 p.m.**

Staff members present: City Manager Frank Marbury and Airport Director Lore Davis-McCluskey

**MINUTES**

Motion was made by Sean Brown to approve the minutes from July 13, 2026. The motion was seconded by Scott Golba and passed unanimously upon a vote.

**REPORTS AND ANNOUNCEMENTS**

Airport Director Lore Davis-McCluskey provided information and updates. There was discussion.

Andrew Chevalier of Contour Airlines shared a monthly update via zoom. There was discussion.

**HEAR FROM THE CITIZENS**

No citizens addressed the board.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

A. Hangar Land Lease Review. There was discussion.

**ADJOURN**

The meeting was adjourned at **6:20 p.m.**

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Lore Davis-McCluskey  
Staff Liaison

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Mario Bevilacqua Von Gunderrode  
Chair

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Airport Advisory Board Regular Meeting, held on the 10th day of August 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this September 14, 2026

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Lore Davis-McCluskey, Staff Liaison

## REQUEST FOR BOARD ACTION

**Meeting Type:** Regular Meeting

**Meeting Date:** September 14, 2026

**Department:** Airport

**Presented by:**

**Brief Title:** Review of Gate Card Agreement and gate control procedures

**Agenda Section:** New Business

**Agenda Sub-category:** Board Item

**Recommended Action:**

**Background:**

**Attachments:**

1. PGA GATE CARD AGREEMENT



# Page Municipal Airport Security Card Agreement

DATE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

1. The undersigned is responsible for the use of this card. The Security Card is issued for access to the ramp, airport buildings, and/or holders' hangar or aircraft. The undersigned will not permit unauthorized persons to have the card or allow its use for unauthorized purposes. Transfer of this card to persons other than the undersigned is prohibited.
2. The Airport Director may cancel use of access cards at any time for security or other reasons or for abuse of the card (including allowing unauthorized entry either by loaning of the card, by "trailing" or other means).
3. The Security Card is the property of the City of Page and must be surrendered upon demand and is a portion of the Page Airport/FAA/TSA Security Plan.
4. Do not Write or Mark on this card in any way. It has an internal magnetic code which may be altered if writing is placed on the surface.
5. The initial fee of \$25.00 is required for the issuance of a Security Card. Replacement of lost or damaged Security Card will also be charged a \$25.00 fee. The cards will terminate at the end of each calendar year; and may be reactivated annually upon request and the payment of a \$15.00 renewal fee.
6. Cardholder agrees to immediately notify the City of Page of missing or lost cards. During business hours, call 928-645-8861. After hours, leave a message on the voicemail. Telephone notice shall be confirmed in writing within forty-eight (48) hours.
7. You may use your private vehicle for loading and unloading in conjunction with an aircraft. However, parking/leaving your private vehicle on tie-downs or on the ramp area is not permitted. Use the airport parking lot or inside your personal hangar for vehicle parking needs.
8. FAA/TSA regulations require periodic inventories of cards. Failure to respond to the request for verification will result in blocking of access to the airport.

I, the undersigned, agree to the above conditions regarding the use of a Security Access Card for the Page Municipal Airport.

Cardholder Signature: \_\_\_\_\_

## FOR OFFICE USE ONLY

FEE RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

REASON FOR ACCESS: \_\_\_\_\_

ACCESS (check all that apply): MAIN GATE \_\_\_\_\_ SOUTH APRON GATE \_\_\_\_\_ GLEN CANYON GATE \_\_\_\_\_

TERMINAL \_\_\_\_\_ DOWNSTAIRS BREEZEWAY \_\_\_\_\_ UPSTAIRS BREEZEWAY \_\_\_\_\_ OTHER (specify) \_\_\_\_\_

CORPORATE CARD? NO \_\_\_\_\_ YES \_\_\_\_\_ (IF YES, LIST ASSOCIATED COMPANY): \_\_\_\_\_

CARD NUMBER: \_\_\_\_\_

## REQUEST FOR BOARD ACTION

**Meeting Type:** Regular Meeting

**Meeting Date:** September 14, 2026

**Department:** Airport

**Presented by:**

**Brief Title:** Discuss Recommendations to Council Regarding a Transition to a Stricter Hangar Lease

**Agenda Section:** New Business

**Agenda Sub-category:** Board Item

**Recommended Action:**

**Background:**

**Attachments:**

None

## REQUEST FOR BOARD ACTION

**Meeting Type:** Regular Meeting

**Meeting Date:** September 14, 2026

**Department:** Airport

**Presented by:**

**Brief Title:** New AEAS Grant Agreement (Oct 1, 2026 - Sept 30, 2030)

**Agenda Section:** New Business

**Agenda Sub-category:** Board Item

**Recommended Action:**

Motion to approve recommendation of agreement to City Council

**Background:**

This Federal Grant Agreement allows for the continuation of subsidized commercial airline services in Page for the next 48 months. *The maximum obligation of the United States reimbursable under this Grant Agreement shall be \$23,671,332, payable in an amount not to exceed \$5,492,029 for the first year, \$5,766,631 for the second year, \$6,054,962 for the third year, and \$6,357,710 for the fourth year, subject to the availability of funds.*

**Attachments:**

1. FINAL AEAS Grant Agreement Page AZ 2026 (updated)

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

**CDFA 20.901 FAIN: 69A3452760463**

**DOCKET #: DOT-OST-1997-2694**

WHEREAS, the Page Municipal Airport (hereinafter referred to as the Recipient), serving the Essential Air Service (EAS) eligible community of Page, Arizona, has submitted an application for participation in the Alternate Essential Air Service (AEAS) Program (April 30, 2026), and the U.S. Department of Transportation (DOT) has approved that application by Order 2026-8-8 (August 25, 2026 ). NOW, THEREFORE, DOT, acting for the UNITED STATES, presents this Grant Award and Agreement to the Recipient for \$23,671,332 for AEAS at the Community for a 48-month term, payable in an amount not to exceed \$5,492,029 for the first year, \$5,766,631 for the second year, \$6,054,962 for the third year, and \$6,357,710 for the fourth year, subject to the availability of funds. This Grant Agreement shall be effective as of October 1, 2026. Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section D hereof.

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

**A. GENERAL CONDITIONS**

1. The eligibility of Page, Arizona, for financial assistance under the AEAS Program shall be contingent upon its continued eligibility for subsidized EAS under 49 U.S.C. § 41731 and the Recipient's compliance with this Agreement and other statutory requirements.
2. The Recipient will forgo participation in the traditional EAS Program for a 48-month period, from October 1, 2026, through September 30, 2030, except as otherwise prescribed in section B.3.e.
3. The Recipient will contract with a public charter operator operating under 14 CFR Part 380 to provide air transportation from the Page Municipal Airport (PGA) to Harry Reid Las Vegas International Airport (LAS) and/or Phoenix Sky Harbor International Airport (PHX), or an alternate hub airport designated by the Community. The maximum obligation of the United States reimbursable under this Grant Agreement shall be \$23,671,332, payable in an amount not to exceed \$5,492,029 for the first year, \$5,766,631 for the second year, \$6,054,962 for the third year, and \$6,357,710 for the fourth year, subject to the availability of funds.
4. Payment by the United States for AEAS will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201.
5. The Recipient, including any third parties, shall provide AEAS without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.

6. This Grant Award constitutes an obligation of Federal funding, in the amount of \$5,492,029 for the first year, \$5,766,631 for the second year, \$6,054,962 for the third year, and \$6,357,710 for the fourth year, subject to the availability of funding. This Grant Award shall expire, and the United States shall not be obligated to reimburse any part of the costs of the project unless the Recipient signs this Grant Agreement on or before **October 1, 2026**, or such subsequent date as may be prescribed in writing by DOT. If the Recipient makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. DOT may unilaterally terminate this Grant Agreement at any time before the Recipient signs it without modification and returns it to DOT.
7. Requested budget period extensions for the Grant Award must be made consistent with 2 CFR § 200.308. The budget periods and periods of performance for this Grant Award are as follows:
  - a. First Year  
Budget Period: October 1, 2026 – January 31, 2028  
Period of Performance: October 1, 2026 – September 30, 2027
  - b. Second Year  
Budget Period: October 1, 2027 – January 31, 2029  
Period of Performance: October 1, 2027 – September 30, 2028
  - c. Third Year  
Budget Period: October 1, 2028 – January 31, 2030  
Period of Performance: October 1, 2028 – September 30, 2029
  - d. Fourth Year  
Budget Period: October 1, 2029 – January 31, 2031  
Period of Performance: October 1, 2029 – September 30, 2030
8. The Recipient shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Recipient, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or disbursed by the Recipient that were originally paid pursuant to this Grant Agreement.
9. The Recipient shall retain all documents relevant to the Grant Award and Agreement for a period of three (3) years after air service undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Federal funds shall be approved in advance by DOT.
10. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.

11. The Recipient shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$1,000,000 or more in a year in Federal awards.
12. The provisions of 2 CFR parts 200 and 1201 apply to this award. Sections 200.318 to 200.327 (Procurement Standards), as implemented and modified by 2 CFR Part 1201, shall apply to the extent that the Recipient procures property and services in carrying out AEAS.
13. This award is not for research and development.
14. The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

**B. APPLICATION OF SPECIFIC CONDITIONS**

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

**Primary Recipient Contact:**

Kamisha Sloan

Airport Administrative Assistant Page Municipal Airport

238 10<sup>th</sup> Avenue

Page, Arizona 86040

Phone: (928)-645-4240

Email: ksloan@pageaz.gov

City of Page

City Hall

697 Vista Avenue

Page, Arizona 86040

UEI: DBTUWXXK86X1

EIN: 86-0295443

2. Purpose: For the Recipient to contract with a public charter operator operating under 14 CFR Part 380 to provide air transportation from the Community to Harry Reid Las Vegas International Airport (LAS) and/or Phoenix Sky Harbor International Airport (PHX), or an alternate hub airport designated by the Community. The Grant Award will comprise reimbursement of costs incurred per completed flight segment for a period of 48 months, as set forth in Section B.3 below.
3. Alternate Essential Air Service:
  - a. The public charter operator operating under 14 CFR Part 380 shall contract with a direct air carrier using 30-seat regional jet aircraft, or equivalent twin-engine aircraft.

- b. The public charter operator operating under 14 CFR Part 380 shall contract with a direct air carrier that will provide equivalent service with substitute aircraft in the event of mechanical problems or other unforeseen circumstances.
  - c. The public charter operator shall disclose in its solicitation materials for the Community that the flights are public charters, and consistent with 14 CFR § 380.30(a): (i) the name of the public charter operator; and (ii) the name of the direct air carrier that directly engages in the operation of the aircraft for the public charter flight.
  - d. Subsidy per completed flight is to be calculated as follows: the yearly grant amount (\$5,492,029 for the first year, \$5,766,631 for the second year, \$6,054,962 for the third year, and \$6,357,710 for the fourth year) divided by the number of scheduled annual flight segments (1,248), seasonally adjusted multiplied by the flight completion factor of 97 percent (1,211 completed flight segments).
  - e. In the event of early termination of the contract with the public charter operator by the Recipient, the Recipient shall immediately notify DOT whether it intends to continue to maintain its link to the national air transportation system through AEAS by finding a new air carrier to provide the service described herein for the remainder of this Grant Agreement's term or to re-enter the traditional EAS program.
  - f. Consistent with 2 CFR § 200.340—
    - 1. DOT may terminate, with prior notice, this Grant Agreement and all of DOT's obligations hereunder if any of the following occurs:
      - i. The Recipient fails to comply with the terms and conditions of this Grant Agreement;
      - ii. Circumstances cause changes to the purpose of the award under Section B.2 that DOT determines are inconsistent with DOT's basis for selecting the Recipient to receive an award; or
      - iii. DOT determines that termination is in the public interest or determines that the award no longer effectuates the program goals or agency priorities.
    - 2. In terminating this Grant Agreement under this section, DOT may elect to consider only the interests of DOT.
    - 3. The Recipient may request that DOT terminate the agreement under this section.
  - g. Either party may seek to amend or modify this Grant Agreement on prior written notice to the other party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
  - h. Upon termination or expiration of this Grant Agreement, DOT will retain any remaining unliquidated funds.
4. Reimbursement:
- a. Allowable Maximum: All payments by DOT to the Recipient for AEAS at the Community will be made on a reimbursable basis and shall not exceed \$5,492,029 for the first year, \$5,766,631 for the second year, \$6,054,962 for the third year, and \$6,357,710 for the fourth year.

- b. Completed Flight Segments: Such payments shall be based on invoices submitted by the Recipient documenting completed flights and previously agreed upon subsidy-per-flight calculations as described in Section B.3.d above, at \$4,535 per completed flight segment for year one, \$4,762 for year two, \$5,000 for year three, and \$5,250 for year four.
- c. Requirements:
  - 1. **The Recipient shall pay the costs associated with the purpose of the award under Section B.2 prior to seeking reimbursement from DOT.** To receive reimbursements for completed flight segments, the Recipient must first submit to DOT documentary evidence of expenditures. DOT will review the documentary evidence of expenditures provided by the Recipient and will promptly process appropriate reimbursements to the Recipient. DOT will reimburse the Recipient on a monthly basis for all valid expenditures submitted in accordance with Section 3 above.
  - 2. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. DOT may reduce individual subsidy payments if demonstrated expenditures do not match or exceed the subsidy amount. **NOTE:** Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Recipient **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from DOT. The Recipient may not seek reimbursement from DOT in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Recipient. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the purpose of the award, and evidence of payment. In addition, the Recipient is required to certify that each invoice is relevant to the authorized purpose of the award and has been paid. In addition, for grants involving marketing of services conducted under an air service contract or revenue guarantee, the Recipient may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the air service agreement or revenue guarantee with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, all marketing materials that are for route-specific grants must display the destination city and/or airport name.
  - 3. DOT will consider reimbursement of certain specific fixed line-item costs for non-completed flights at the Page Municipal (PGA) (e.g., due to airfield construction that leads to an extended closure of runway(s)). Such requests must be directly related to fixed auditable expenses incurred despite the flights being cancelled. Any such invoice from the

- air carrier must be paid by the Recipient before submitting to DOT for review and reimbursement.
4. At the expiration or termination of the grant, unexpended grant funds may be deobligated from this grant and retained by DOT.
  5. No reimbursement by DOT will be made until the Recipient has provided DOT with a copy of the air service contract, revenue guarantee, subsidy, or other such agreement between the Recipient and air carrier(s).
  - d. DOT will not reimburse the Recipient for any expenses incurred before the execution of this Grant Agreement.
  - e. DOT will not reimburse the Recipient for any expenses incurred after the expiration or termination of this Grant Agreement.
  - f. The Recipient shall ensure that reimbursements provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
  - g. All requests for reimbursements shall be made by the Recipient within 60 calendar days of the relevant expenditures.
5. Reports: The Recipient shall provide an annual report to DOT at the end of each period of performance (October 1, 2026, through September 30, 2027; October 1, 2027, through September 30, 2028, October 1, 2028, through September 30, 2029, and October 1, 2029, through September 30, 2030). The report shall include a narrative encompassing: (a) total revenue enplanements and deplanements by each fiscal year (October to September), and (b) successes the Recipient realized from the air service provided for under this Grant. Annual reports are due to the Department no later than 60 days after each period of performance.
6. Recipient Obligations:
- a. The Recipient shall, within 15 calendar days after their execution, provide DOT with a copy of all agreements executed between the Recipient and any air carriers, or other parties related to the Recipient's AEAS. The Recipient shall, within 15 calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Recipient shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement.
  - b. The Recipient shall ensure that the obligations set forth in this Grant Agreement are met. Failure to do so may result in termination of the Grant Agreement by DOT.
7. Federal Law and Public Policy Requirements: The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

8. Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity: Pursuant to Section 3(b)(iv) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient (A) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and (B) by entering into this agreement, certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

**C. ASSURANCES**

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

**D. DEFINITIONS**

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

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

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

**Community:** The EAS-eligible community identified in the Grant Application as participating in AEAS, including the Recipient.

**DOT:** United States Department of Transportation.

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

**Grant Agreement:** The written agreement between DOT and the Recipient for Alternate EAS, incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) the original application filed on June 2, 2026, in Docket DOT-OST-1997-2694, including any amendments.

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

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

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

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

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

**Recipient Obligations**

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

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

**E. CONSTRUCTION**

In these Terms and Conditions, unless expressly specified, a reference to a section refers to that section in these Terms and Conditions. If a provision in the Assurances conflicts with a provision in these Terms and Conditions, then the provision in these Terms and Conditions prevails.

**F. ENTIRE AGREEMENT**

This Grant Agreement constitutes the entire agreement of the Parties relating to the Alternate Essential Air Service Program and supersedes any previous agreements, oral or written, relating to the Alternate Essential Air Service Program.

## GRANT AWARD

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

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

United States Department of Transportation

By: \_\_\_\_\_

Cindy A. Baraban  
Deputy Assistant Secretary  
for Aviation and International Affairs

## ACCEPTANCE

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

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Page Municipal Airport  
Page, Arizona

(SEAL)

By: \_\_\_\_\_  
Signature of Recipient's Designated Official Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

### **CERTIFICATE OF RECIPIENT'S ATTORNEY**

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

\_\_\_\_\_  
Signature of Recipient's Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Telephone

**ATTACHMENT A**  
**GRANT ASSURANCES**

**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this FY 2027 AEAS Grant Agreement, the Recipient assures and certifies, with respect to this Grant Agreement, 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 award. Performance under this Grant Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this Grant Agreement include, but are not limited to, the following:

**General Federal Legislation**

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq.
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act – 42 U.S.C. 7401, et seq.
- i. Clean Water Act – 33 U.S.C. 1251, et seq.
- j. Endangered Species Act – 16 U.S.C. 1531, et seq.
- k. Coastal Zone Management Act – 16 U.S.C. 1451, et seq.
- l. Flood Disaster Protection Act of 1973 – 42 U.S.C. 4001, et seq.
- m. Age Discrimination Act of 1975, as amended – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act – 42 U.S.C. 1996
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Section 403 of the Power Plant and Industrial Fuel Use Act of 1978, P.L. 95-620, as amended – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act – 16 U.S.C. 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. §§ 7501, et seq.
- y. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687

- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101–1104
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1801, et seq.
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. 300f through 300j-26
- nn. The Wilderness Act – 16 U.S.C. 1131, et seq.
- oo. Migratory Bird Treaty Act 16 U.S.C. 703, et seq.
- pp. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A
- rr. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

### **Executive Orders**

- a. Executive Order 12372 – Intergovernmental Review of Federal Programs
- b. Executive Order 12549 – Debarment and Suspension
- c. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- d. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- e. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- f. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- g. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200 and 1201
- b. System for Award Management and Universal Identified Requirements – Appendix A to 2 C.F.R. Part 25
- c. Reporting Subawards and Executive Compensation – Appendix A to 2 C.F.R. Part 170
- d. Award Term for Trafficking in Persons – 2 C.F.R. Part 175
- e. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180 and 1200

- f. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- g. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- h. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- i. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- j. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- k. New Restrictions on Lobbying – 49 C.F.R. Part 20
- l. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- m. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- n. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- o. Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 27
- p. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- q. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- r. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- s. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- t. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- u. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

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

## **ATTACHMENT B**

### **GRANT ASSURANCES**

#### **TITLE VI ASSURANCE**

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

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

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

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

#### **The United States Department of Transportation (USDOT)**

#### **Standard Title VI/Non-Discrimination Assurances**

#### **DOT Order No. 1050.2A**

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

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

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

## **General Assurances**

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

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

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

## **Specific Assurances**

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

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

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

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

4. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
5. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-Recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
6. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-Recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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

## APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

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

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324, *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794, *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101, *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (Pub. L. 100-209) (broadens the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities);
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, *et seq.*) (prohibits you from discriminating because of sex in education programs or activities).

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Signature

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Date

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Title

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Grant Recipient

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

**CERTIFICATION REGARDING INFLUENCING ACTIVITIES**

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grant Recipient

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

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

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

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

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

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

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

\_\_\_\_\_  
Grant Recipient Signature

\_\_\_\_\_  
Date

## **OFFICE OF THE SECRETARY OF TRANSPORTATION**

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

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

##### **Instructions for Certification**

1. By entering in the AEAS Grant Agreement and signing below, the Recipient is providing the assurance and certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Recipient shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Recipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Recipient shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200.
6. The Recipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The Recipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

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

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

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

(1) The Recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this proposal.

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Name

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Affiliation

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Title

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Date

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

**Instructions for Certification**

1. By entering into the AEAS Grant Agreement and signing below, the Recipient is providing the assurance and certification set out below.
2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants**

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Affiliation

\_\_\_\_\_  
Date

## **REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division B of the Consolidated Appropriations Act, 2024, Pub. L. No. 118-47 (Mar. 23, 2024), and anticipated for future appropriations acts, and as implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

**“Covered Transaction”** means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

**“Felony Conviction”** means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

**“Participant”** means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

**“Tax Delinquency”** means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 3, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 3 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;

- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

## RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

- (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
  - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.