



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

4/20/2021

Subject:

Permission to accept the Airport Coronavirus Response Grant Program (ACRGP) Grant Offer from the FAA

Fiscal Impact:

Revenues increase by \$13,000

Dept/Office:

Valkaria Airport

Requested Action:

It is requested the Board of County Commissioners grant permission and authorize staff to accept grant funds delegated to Valkaria Airport through the federal ACRGP program. Further, authorize the Chair or County Manager to execute this application and other documentation on behalf of the County in this regard and to approve all necessary financial/budget adjustments.

Summary Explanation and Background:

The ACRGP program has allocated \$13,000.00 in grant funds for Valkaria Airport. This is 100% funding. No match funds are required from the airport. These funds will be utilized for operational expenses, such as payroll, utility bills, or payment of debt service. There are no currently known additional requirements attached to this grant funding.

Clerk to the Board Instructions:



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

April 21, 2021

M E M O R A N D U M

TO: Steve Borowski, Valkaria Airport Manager

RE: Item F.9., Permission to accept the Airport Coronavirus Response Grant Program (ACRGP) Grant Offer from the Federal Aviation Administration (FAA)

The Board of County Commissioners, in regular session on April 20, 2021, granted permission and authorized staff to accept grant funds delegated to Valkaria Airport through the Federal ACRGP; authorize the Chair or County Manager to execute this application and other documentation on behalf of the County in this regard; and approved all necessary financial/budget adjustments.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

cc: Finance
Budget



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 6, 2021

Airport/Planning Area Valkaria Airport

ACRGP Grant Number 3-12-0144-014-2021

Unique Entity Identifier 783248370

TO: Brevard County Board of County Commissioners
(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 March 30, 2021, for a grant of Federal funds at or associated with the Valkaria 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 Valkaria 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 Valkaria 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. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:
 - \$13,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. 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.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. 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.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the 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.
 1. 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. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** 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. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** 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. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 1, 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. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP 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 <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** 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. **Buy American.** 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 <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** 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 debar 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 —

1. 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. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **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.

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 April 6, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(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 Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

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

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

Dated

Brevard County Board of County
Commissioners

(Name of Sponsor)



(Signature of Sponsor's Designative Official/Representative)

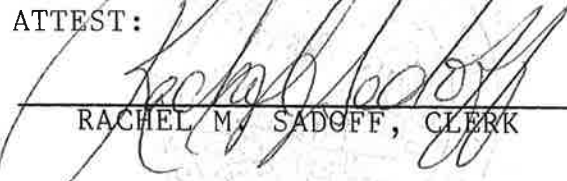
By: RITA PRITCHETT, CHAIR

(Type Name of Sponsor's Designative Official/Representative)

Title: CHAIR

(Title of Sponsor's Designative Official/Representative)

ATTEST:



RACHEL M. SADOFF, CLERK

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, 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 Florida. 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 _____

By: _____

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus 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, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by 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.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

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

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Good Title.

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

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) 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:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

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

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

20. 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.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

- 1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
- 2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Brevard County Board of County Commissioners, 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, current FAA Advisory Circulars for AIP projects, as of March 30, 2021, 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.

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



Federal Aviation Administration

Airport Coronavirus Response Grant Program **Frequently Asked Questions**

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$2 billion in grants for airports under the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA).

The Federal Aviation Administration (FAA) has additional information for airport sponsors concerning COVID-19 available at www.faa.gov/airports.

The guidance here is not legally binding in its own right and FAA will not rely on it as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

In addition to these grants, FAA is administering approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. For information on CARES Act funding, please visit https://www.faa.gov/airports/cares_act/.

For questions related to either the CARES or CRRSA programs, please email CARESAirports@faa.gov.

This update adds new questions Q-GA17 and Q-CR8 through Q-CR15. This update makes substantial edits to questions Q-CR1, Q-CR2, Q-CR4, Q-CR5, and Q-CR7. This update also includes clarifying edits to questions Q4, Q-F1, Q-F2, Q-GA1, Q-GA2, Q-I1, Q-E1, Q-SB5, and Q-CR3.

These FAQs will be updated periodically.

Subjects Addressed Below

General Questions	2
Questions of Allocation of Funds	4
Questions on Use of Funds	6
Questions on Grant Application and Agreement	10
Questions on Invoicing and Payments	13
Questions on Grant Closeout	16
Questions on Environmental Review	17
Questions on Administration under the State Block Grant Program	18
Questions on Funding for Airports in the FAA Contract Tower Program	20
Questions on Funding for Concession Relief	21
Questions on Workforce Retention	27

General Questions

Q1: How does the Coronavirus Response and Relief Supplemental Appropriation Act benefit airports and airport concessions?

A: On December 27, 2020, the President signed the Consolidated Appropriations Act, 2021. Division M of that Act is the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA). Title IV of CRRSA provides approximately \$2 billion in economic relief to airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports.

Q2: Where is this funding coming from?

A: The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 pandemic. FAA's Office of Airports will administer these grant funds to airport sponsors.

Q3: Who is eligible to receive funding under CRRSA?

A: CRRSA funds are available to most sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airport Systems (NPIAS).

A portion of the funds available under CRRSA is for the Small Community Air Service Development Program (SCASDP), which is administered by the Office of the Secretary of Transportation (OST). More information about SCASDP can be found at <https://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>.

Q4: Are any airport sponsors not eligible to receive funding under CRRSA?

A: CRRSA prohibits funding for any airport that was allocated more than four times its annual operating expenses under the CARES Act (Public Law 116-136). FAA used airports' reported fiscal year (FY) 2018 operating expenses to determine allocations. This prohibition affects 31 airports, and their respective CRRSA allocations will be zero when FAA announces award allocations.

Q5: What is the period of availability for FAA to obligate CRRSA funding?

A: Funds are available until September 30, 2021, and must be obligated by that date. FAA intends to award grants and obligate these funds on an expedited basis.

Q6: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for the Airport Coronavirus Response Grant Program?

A: No. CRRSA states only sponsors of airports in categories defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under CRRSA.

Q7: Are airports in U.S. territories eligible for the Airport Coronavirus Response Grant Program?

A: Yes. CRRSA states only sponsors of airports in categories defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

Q8: Can an airport sponsor use the Airport Coronavirus Response Grant Program funding and funding from other Federal programs to pay for expenses related to the COVID-19 pandemic?

A: A sponsor may use Airport Coronavirus Response Grant Program grants for airport operating expenses that arise due to the COVID-19 pandemic. FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its grant for expenses that have been reimbursed under another program.

Questions on Allocation of Funds

Q-F1: How will this funding be allocated to airport sponsors?

A: CRRSA divides the \$2 billion funding into four groups by formula that result in specific allocations to each eligible airport. The grants for these four groups are not discretionary. The four groups (not including SCASDP, which is administered by OST) are:

- Primary Commercial Service Airports and Certain Cargo Airports share not less than \$1.75 billion based first on the statutory Airport Improvement Program (AIP) primary and cargo entitlement formulas. However, the \$26-million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations. After allocating based on the statutory entitlement formulas, the remainder is then allocated based on the number of enplanements the airport had in the most recent calendar year of available enplanement data, which is calendar year (CY) 2019, as a percentage of total 2019 enplanements for all primary airports. Sponsors 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.
- Non-Primary Commercial Service and General Aviation Airports share not less than \$45 million (less the amount allocated for non-primary airports participating in the FAA Contract Tower Program) allocated based on the categories (National, Regional, Local, and Basic) published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand. Sponsors 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.
- Non-Primary Airports Participating in the FAA Contract Tower Program share not less than \$5 million of the \$45 million available to non-primary airports. These funds are divided equally among eligible airports. Sponsors may use these funds to cover lawful expenses to support FAA contract tower operations. More information on the FAA Contract Tower Program is available at https://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/mission_support/faa_contract_tower_program/.
- Primary Commercial Service Airports share not less than \$200 million allocated based on the number of enplanements the airport had in CY 2019 as a percentage of total CY 2019 enplanements for all primary airports. Sponsors may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal airport concessions.

- Q-F2: How will FAA handle unallocated funds remaining under the CARES Act?**
A: There are some remaining funds under the CARES Act that FAA did not allocate. Additionally, a limited amount of allocated CARES Act funds were declined by eligible airport sponsors. CRRSA requires these funds to be allocated to primary airports based on the most recent calendar year of available data, which is CY 2019, as described in Q-F1. FAA intends to announce the final total of unallocated CARES Act funds and the re-allocation totals in the near future. FAA will work with airport sponsors to make these additional funds available for expenditure.
- Q-F3: How did FAA use the NPIAS airport categorization to determine CRRSA allocations for non-primary airport sponsors?**
A: Under CRRSA, not less than \$45 million was allocated to non-primary airports based on the categories in the National Plan of Integrated Airport Systems (NPIAS) 2021-2025, issued September 30, 2020, updated to reflect current status for FY 2021. FAA Order 5090.5, Formulation of the NPIAS and ACIP defines the criteria for each category or role.
- Q-F4: Why do airports with a NPIAS category of Unclassified not receive an allocation under CRRSA?**
A: CRRSA allocates funds for non-primary airports based on the percentage of the aggregate published eligible development costs for each category that is then divided evenly among eligible airports in each category. As documented in the NPIAS 2021-2025, consistent with their role in the national airport system, unclassified airports have no development needs identified through 2025.
- Q-F5: Do airport sponsors have to contribute a local match for the Airport Coronavirus Response Grant Program?**
A: No. Grants under the Airport Coronavirus Response Grant Program are available at a 100% Federal share.
- Q-F6: Will FY 2021 AIP or Supplemental Discretionary grants be made at a 100% share?**
A: No. CRRSA did not provide funding to increase the Federal share on FY 2021 AIP or Supplemental Discretionary grants.

Questions on Use of Funds

Q-U1: How can an airport sponsor use Airport Coronavirus Response Grant Program funds?

A: 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. Grant recipients should follow FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282). The Revenue Use Policy document provides guidance regarding permitted and prohibited uses of airport revenue. In addition, while CRRSA limits the use of funds to certain stated eligible costs, it states that funds may not be used for any purpose not directly related to the airport. Grant recipients also should review the Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations for clarifying COVID-19 revenue use guidance.

Q-U2: Can Airport Coronavirus Response Grant Program funds be used to reimburse operational expenses?

A: Yes. FAA will reimburse sponsors for operational expenses directly related to the airport incurred on or after January 20, 2020. Operational expenses are those expenses necessary to operate, maintain, and manage an airport. They include expenses such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies.

Q-U3: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments?

A: Yes. FAA will reimburse sponsors for debt service payments directly related to the airport that are due on or after December 27, 2020, which is the date of enactment of CRRSA.

Q-U4: Can Airport Coronavirus Response Grant Program funds be used to reimburse monthly payments into a debt service reserve fund?

A: Yes. FAA will reimburse sponsors for monthly payments into a debt service reserve fund (also called a debt service sinking fund or similar name), which are directly related to the airport, that are due on or after December 27, 2020, which is the date of enactment of CRRSA. The airport sponsor must ensure that these payments are restricted to only debt service payments. The airport sponsor will submit a detailed invoice summary with its payment request. All documentation of the payment and disbursements must be retained for three years after the grant is closed as required by 2 CFR § 200.334.

Q-U5: Can Airport Coronavirus Response Grant Program funds be used for new airport development on the airport?

A: Yes. However, there are limitations on the type of development for which the funding can be used. Any development-related costs must be associated with combating the spread of pathogens at the airport. Examples of eligible development would be replacing or upgrading a heating, ventilation, and air conditioning (HVAC) system; reconfiguring the terminal to accommodate increased social distancing; or reconfiguring terminal space or other facilities to accommodate health screening. A sponsor seeking to use the funds for new airport development or construction should contact its local Airports District Office or Airports Regional Office. That office will ensure that such development is consistent with requirements for airport development. The Airports District Office or Airports Regional Office also will assist the airport sponsor with executing a Development Addendum for its intended project.

Q-U6: Can Airport Coronavirus Response Grant Program funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?

A: Yes, provided the prepayment is a *bona fide* transaction where the airport sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.

Q-U7: Can Airport Coronavirus Response Grant Program funds be deposited in the airport sponsor's general reserve account (or invest them for future use)?

A: No. FAA would not be able to ensure a potential future use is a use consistent with CRRSA requirements.

Q-U8: Is there a limit on using Airport Coronavirus Response Grant Program funds for operational expenses?

A: No. An airport sponsor may use all of its awarded funds for allowable airport operational expenses or debt service payments.

Q-U9: Can Airport Coronavirus Response Grant Program funds be used to reimburse for a cost associated with an aeronautical service or product provided by the airport sponsor?

A: Yes, in certain circumstances. Airport Coronavirus Response Grant Program funds are available to reimburse the costs associated with aeronautical products or services offered by the airport sponsor but only when the sponsor certifies it is the only provider of the same product or service at the airport. These services include aviation fuels, equipment, parts, supplies, and facilities for aircraft storage or maintenance. Costs associated with flight training or aviation training are not eligible for reimbursement.

Q-U10: Can Airport Coronavirus Response Grant Program funds be used to reimburse depreciation?

A: No. Depreciation is not an allowable expense under the Airport Coronavirus Response Grant Program. Although depreciation is an allowable operating expense by both the 2 CFR part 200 and the Revenue Use Policy, it does not impact cash flow because the cash or donation was considered at the acquisition of the asset, and the asset could have been financed by long-term debt, Federal grants, current funds, or donation.

Q-U11: Can the Airport Coronavirus Response Grant Program funds be used to reimburse charitable contributions or sponsorships?

A: No. Charitable contributions and sponsorships are not an allowable expense. All reimbursements made under the Airport Coronavirus Response Grant Program must comply with 2 CFR part 200, "Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards." Section 200.434, "Contributions and Donations" states that contributions and donations, including cash, property, and services, are unallowable.

Q-U12: Can Airport Coronavirus Response Grant Program funds be used to reimburse economic development efforts?

A: No. Under CRRSA, funds are available for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Economic development does not fall into these categories of eligible costs.

Q-U13: Can Airport Coronavirus Response Grant Program funds be used to reimburse smaller invoices for items such as groceries for snack rooms or meals for airport personnel?

A: As long as the purchases are for purposes eligible under CRRSA (as described in Q-U1) and comply with 2 CFR part 200, including the requirement to document the costs adequately, small purchases are eligible for reimbursement. However, it can be difficult to document that these items are directly related to airport use. Larger invoices directly related to airport use are easier to review and approve.

Q-U14: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments that are backed by an approved PFC and paid with PFC funds?

A: No. If PFC funds are available, the PFC funds must be used on any approved PFC project. Airport Coronavirus Response Grant Program funds are not available to be deposited into PFC accounts. In accordance with 14 CFR § 158.39, public agencies cannot hold excess PFC funds in reserve for a future use. In addition, the requirements of 14 CFR part 158 apply for any new projects or changes in scope to existing projects.

Q-U15: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments that are backed by an approved PFC?

A: Yes. The airport sponsor may supplement with other airport revenue and submit a request for payment under its grant. The invoice summary should show the amount of debt service paid with PFC collections and the amount paid with non-PFC funds. The airport sponsor can submit a request for payment under its grant at the same time it submits an amendment to an approved PFC, which decreases the total collection or deletes an approved project, to its local Airports District Office or Airports Regional Office.

Q-U16: Can Airport Coronavirus Response Grant Program funds be used to reimburse the defeasement of debt backed by an approved PFC?

A: Yes. The airport sponsor can defease the debt with non-PFC funds and submit a request for payment under its grant. However, the airport sponsor must amend its PFC approval, in accordance with the requirements of 14 CFR § 158.37, to reflect the change. A PFC amendment that decreases the total PFC revenue or deletes an approved project does not require airline consultation nor a public comment period. An airport sponsor can submit a request for payment under its grant at the same time it submits an amendment to an approved PFC to its local Airports District Office or Airports Regional Office.

Questions on Grant Application and Agreement

Q-GA1: Is a grant application required to receive the Airport Coronavirus Response Grant Program funds?

A: Yes. After Airport Coronavirus Response Grant Program awards are announced, FAA personnel will reach out to each airport sponsor to provide an opportunity to apply for grants. An airport sponsor may contact its Airports District Office or Airports Regional Office if it seeks specific guidance on its grant application.

Q-GA2: When will grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?

A: FAA will provide these applications to airport sponsors through the local Airports District Office or Airports Regional Office shortly after Airport Coronavirus Response Grant Program awards are announced. FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

Q-GA3: Will FAA use a standard grant application form or one specifically designed for this program?

A: FAA will use the SF-424, *Application for Federal Assistance*.

Q-GA4: Is there a deadline for submitting an application for an Airport Coronavirus Response Grant Program grant?

A: Yes. The deadline to apply for a grant is June 30, 2021. After that date, FAA will reallocate any unobligated funds to primary airports based on CY 2019 enplanements as indicated under CRRSA. (See Q-F1)

Q-GA5: If an airport sponsor owns or operates multiple airports, may Airport Coronavirus Response Grant Program funds be pooled?

A: No. An airport sponsor will need to apply for a separate grant for each airport under its control.

Q-GA6: Is there a deadline by which funds must be used?

A: Yes. The budget period for the Airport Coronavirus Response Grant Program is four years. Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the grant only allowable costs incurred during the budget period.

Q-GA7: Will FAA use a standard AIP grant agreement or one specifically designed for the Airport Coronavirus Response Grant Program?

A: FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under CRRSA and makes funds immediately available for expenses, other than airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

Q-GA8: Does an Airport Coronavirus Response Grant Program grant agreement require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

A: Generally, no. If an airport sponsor uses its grant for operational expenses or debt service payments, the standard FAA Airport Sponsor Grant Assurances do not apply. These grants remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Other Federal statutes may also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its grant for new airport development, additional requirements apply (see Q-U5). Additionally, grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the [FAA Revenue Use Policy](#), as clarified by [Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations](#). CRRSA does not, however, void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

Q-GA9: How long do the grant assurances remain in effect for an Airport Coronavirus Response Grant Program grant agreement?

A: The grant assurances remain in effect for four years from the date of acceptance of the grant offer, which is consistent with the budget period.

Q-GA10: How does an airport sponsor use Airport Coronavirus Response Grant Program funds for airport development?

A: Funding eligibility under CRRSA for airport development is limited (as discussed in Q-U5). However, an airport sponsor seeking to use its grant funds for eligible near-term airport development may amend its initial Grant Agreement and execute a Development Addendum. This process ensures that a sponsor understands the additional reviews and requirements involved (as discussed in Q-U5). An airport sponsor should be able to complete airport development projects within the four-year budget period of its initial grant. An airport sponsor should not delay or forgo expenditure of grant funds for ongoing airport operational expenses and debt service payments, which are the primary purposes of funds under CRRSA.

Q-GA11: Should an airport sponsor request its full Airport Coronavirus Response Grant Program award amount even if it intends to use a portion of those funds for airport development?

A: Yes. An airport sponsor should include the full award amount in its grant application. All funds then would be available immediately for operational expenses or debt service payments. An airport sponsor can later request a Development Addendum and use some of those funds for airport development.

Q-GA12: What information is required for a Development Addendum?

A: An airport sponsor seeking to use its grant funds for airport development should be prepared to provide its local Airports District Office or Airports Regional Office with the following information:

- Application form (Application for Federal Assistance, SF-424) for the proposed development project;
- A description of project;
- Estimated costs; and
- Timeline for completion.

An airport sponsor should also complete the following steps for the airport development project:

- Complete any standards, airspace, and environmental reviews or approvals including airport geometry assessments, if applicable;
- Complete any other approvals required for the development with the FAA and other agencies;
- Ensure the proposed development is consistent with the approved Airport Layout Plan (ALP) and depicted on the ALP;
- Initiate safety-risk and construction phasing reviews, if applicable; and
- Bid the project to determine the amount to be amended from the initial Grant Agreement and added to the Development Addendum.

FAA recognizes that some proposed development projects have completed many or all of these steps, and those projects may be most suitable for a Development Addendum. Grant agreements for these proposed development projects will include additional requirements as described in Q-U5.

Q-GA13: Is a Development Addendum required for maintenance on existing airport facilities (e.g., a terminal building)?

A: Replacing components of a facility in-kind (dimension and material), in the same footprint, does not require a Development Addendum. Projects may include replacing roofing, carpet, or lighting. However, FAA would issue a Development Addendum if an existing facility is improved or expanded provided that project is eligible under CRRSA.

Q-GA14: Do prevailing wage requirements apply to contract expenses reimbursed with Airport Coronavirus Response Grant Program funds?

A: Grants under the Airport Coronavirus Response Grant Program are subject to the requirements of 49 U.S.C. 47112(b). Therefore, any contract for more than \$2,000 involving labor for airport construction or repair, carried out under a Grant Agreement or Development Addendum, requires contractors to pay labor minimum wage rates as determined by the Secretary of Labor under 40 U.S.C. 3141–3144, 3146, and 3147.

Q-GA15: Does FAA's Buy American requirement apply to the Airport Coronavirus Response Grant Program?

A: Yes. Grants under the Airport Coronavirus Response Grant Program are subject to the requirements of 49 U.S.C. 50101, and grant agreements and addendums include Buy American requirements for all projects. The Buy American provision does not apply to operational expenses (as defined in Question Q-U2) and debt service payments.

Q-GA16: Are there annual financial reporting requirements associated with the Airport Coronavirus Response Grant Program?

A: Yes. In accordance with 2 CFR § 200.328, an airport sponsor must submit annually an SF-425, Federal Financial Report, for each open Grant Agreement or Development Addendum. This report is due by December 31 of each year. An airport sponsor with a Development Addendum must also submit annually an SF-271, Outlay Report and Request for Reimbursement for Construction Program by December 31 of each year.

Q-GA17: Are there any requirements related to mandating masks inside airports associated with the Airport Coronavirus Response Grant Program?

A: Yes. Under the Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, (Executive Order 13998) issued on January 21, 2021, the Secretary of Transportation must require masks to be worn in compliance with the CDC Order in airports, consistent with applicable law. To accomplish this requirement, and to achieve the legislative purposes of preventing and responding to coronavirus disease 2019 (COVID-19), each Airport Coronavirus Response Grant Program grant agreement will include a special condition that the airport sponsor implement a policy requiring all persons wear a mask, in accordance with the CDC Order and TSA Security Directive, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. The CDC and TSA requirements exempt certain categories of persons from the mask-wearing mandate: a child under the age of two, a person with a disability who cannot wear or safely wear a mask because of the disability, or a person for whom wearing a mask would create a risk to workplace safety, health, or job duties. This special condition requires the airport sponsor continue to require masks until Executive Order 13998 is no longer effective. Failure to comply with this special condition may result in suspension of payments or termination of the grant, consistent with 2 CFR §§ 200.339 and 200.340.

Questions on Invoicing and Payments

Q-11: How will an airport sponsor submit payment requests for Airport Coronavirus Response Grants for payment requests other than for concession relief?

A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Payment processes for concession relief grants are discussed starting at Q-CR1, below. FAA will review payment requests manually. An airport sponsor may submit only a detailed invoice summary with its payment request. The invoice summary should include the:

- Grant Number
- Airport Name
- Airport City
- Airport Location Identifier
- Services Rendered Dates
- Invoice Paid Date
- Vendor Name
- Billed Amount
- Payment Request Amount
- Short summary of expenses billed, including, for example:
 - Payroll
 - Utilities (electric, water, phone)
 - Service contracts (include type of work)
 - Goods Purchase (include a list of all items purchased)
 - Debt Service Payment (identify whether this is a semi-annual bond payment or monthly payment into a debt service reserve fund)
 - Other (explanation of costs and how they are eligible and related to the airport)

The invoice summary should include enough detail to permit FAA to verify compliance with the FAA's Revenue Use Policy. Sponsors must be prepared to submit any invoices, upon request, during the review process as well as retain those invoices and other supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Q-I2: If, during review of a request for payment, FAA requires additional documentation to confirm the eligibility of a particular expense, what documentation could be requested?

A: Examples of underlying payment request documentation are:

- Invoices (demonstrating that the goods or services provided directly relate to the airport);
- Bills (demonstrating that the goods or services provided directly relate to the airport);
- Payroll reports from the payroll system of record;
- General ledger reports and subsidiary ledger reports for services provided by the sponsor;
- Current and approved indirect cost rate agreement; or
- Most recently approved local or statewide cost allocation plan.

Q-I3: Can an airport sponsor request 100 percent of the available Airport Coronavirus Response Grant Program funds and use the funds to pay expenses over the next several months?

A: No. An airport sponsor must submit payment requests for incurred expenses only. Requesting funds for reimbursement prior to incurring the invoiced expense is not consistent with the FAA's Payment Policy and will result in an improper payment that may have to be repaid.

Questions on Grant Closeout

Q-C1: What are the procedures for closing out an Airport Coronavirus Response Grant for non-development expenses?

A: An airport sponsor will submit a comprehensive narrative report via the U.S. Department of Transportation Delphi eInvoicing system. The narrative report will: (a) summarize the non-development expenses covered under the grant and the associated amounts; (b) certify all expenses were incurred in accordance with the FAA's Revenue Use Policy and 2 CFR part 200; (c) certify that any equipment or services were procured in a manner consistent with the terms of the grant; (d) certify that operational expenses were incurred on or after January 20, 2020; (e) certify that debt service payments were due on or after December 27, 2020; and (f) submit a completed Standard Form 425, Federal Financial Report. Approval of the final payment request will follow a review of the airport sponsor's closeout report. A sample Airport Coronavirus Response Grant Program closeout report is available.

Q-C2: Will an airport sponsor be notified that its Airport Coronavirus Response Grant is closed?

A: An airport sponsor will receive a grant closeout letter from FAA stating the grant has been closed. After the grant is closed, it remains subject to audit. The airport sponsor must retain grant documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Questions on Environmental Review

Q-E1: Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service payments?

A: No. These types of grants have no potential to impact the environment and are not subject to NEPA review.

Q-E2: Are there any environmental review requirements associated with projects funded under a Development Addendum?

A: Yes. FAA will conduct environmental review as necessary consistent with the requirements of the Council on Environmental Quality (CEQ) regulations in 40 CFR parts 1500 through 1508 and the FAA's NEPA implementation procedures. An airport sponsor should contact its Airports District Office or Airports Regional Office to determine the appropriate scope and level of environmental analysis.

Questions on Administration under the State Block Grant Program

Q-SB1: What is the State Block Grant Program (SBGP)?

A: In 1987, Congress authorized FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.

Q-SB2: How will FAA Administer CRRSA funding for States participating in the SBGP?

A: The FAA Airport Improvement Program Branch (APP-520) will use its existing relationships with the States participating in the SBGP for administration of the Airport Coronavirus Response Grant Program. These participants have relationships with airport sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for the Airport Coronavirus Response Grant Program?

A: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout implementation and administration.

Q-SB4: Do Airport Coronavirus Response Grant Program funding allocations work differently for the SBGP?

A: No. FAA will calculate each airport sponsor's allocation based on formulas in CRRSA. FAA will announce these award amounts along with all awards under the Airport Coronavirus Response Grant Program.

Q-SB5: How much CRRSA funding may States participating in the SBGP distribute?

A: CRRSA provides for specific allocations to each airport sponsor. FAA will aggregate the amounts announced for each airport sponsor into respective State awards.

Q-SB6: How may States participating in the SBGP allocate the Airport Coronavirus Response Grant Program funds?

A: States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under CRRSA. FAA expects States to make these sub-awards on an expedited basis, and for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current pandemic. States must follow 2 CFR part 200 requirements for grant awards and sub-awards. Funds not expended within the four-year budget period are subject to recovery by FAA.

- Q-SB7: What application and grant agreement will be used for sub-grants?**
A: States participating in the SBGP will use a streamlined application and grant agreement process similar to what FAA is using for all grants under the Airport Coronavirus Response Grant Program. FAA will provide States with template documents after these grants are announced.
- Q-SB8: What if my State legislature needs to approve the acceptance of CRRSA funding?**
A: FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.
- Q-SB9: Can grants under the Airport Coronavirus Response Grant Program be sub-awarded to airport sponsors that had previously opted out of the SBGP?**
A: No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted out in FY 2021 or do not participate in the SBGP. FAA will administer grants for those airport sponsors.
- Q-SB10: What are the reporting requirements for the Airport Coronavirus Response Grant Program?**
A: States participating in the SBGP will continue the current practice of providing sub-award reporting information on grants to FAA upon request.
- Q-SB11: Will grants under the Airport Coronavirus Response Grant Program require end-of-fiscal-year reporting like other AIP funding?**
A: Yes. Airport Coronavirus Response Grant Program funds will be included in the Annual Report of Federal Funding at the end of FY 2021.
- Q-SB12: How will payment requests be submitted for the Airport Coronavirus Response Grant Program?**
A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.
- Q-SB13: Will FAA audit the Airport Coronavirus Response Grant Program administered by States participating in the SBGP?**
A: Yes. FAA will include audits of grants under the Airport Coronavirus Response Grant Program in its annual audit process.
- Q-SB14: What documentation is needed for SBGP Airport Coronavirus Response Grant Program drawdown requests?**
A: States participating in the SBGP should provide the same documentation outlined in Q-I1 and Q-I2. States participating in the SBGP must ensure invoices contain only eligible items under CRRSA, as detailed throughout this document.

Questions on Funding for Airports in the FAA Contract Tower Program

Q-CT1: What is the FAA Contract Tower Program?

A: Contract towers are air traffic control towers that are staffed by employees of private companies rather than by FAA employees. The FAA Contract Tower (FCT) Program was established in 1982 to allow the agency to contract out the operation of certain towers. FAA admits airports into this program after an eligibility review. More information about the FCT Program is available at https://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/mission_support/faa_contract_tower_program/.

Q-CT2: How can airport sponsors that participate in the FAA Contract Tower Program use the funds they receive?

A: Under CRRSA, airport sponsors of non-primary airports that participate in the FAA Contract Tower Program may use these funds to cover any lawful costs associated with supporting their FAA contract tower operations (such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies).

Q-CT3: Can airport sponsors that participate in the FAA Contract Tower Program use other CRRSA funds for costs related to contract tower operations?

A: Yes. Airport sponsors may use other CRRSA funding to support contract tower operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens, and debt service payments. However, they cannot use the funding received specifically for contract towers for any other purpose.

Questions on Funding for Concession Relief

Q-CR1: How does an airport sponsor claim its allocation available to provide relief to airport concessions?

A: An airport sponsor seeking to use CRRSA funds to provide relief from rent and minimum annual guarantee (MAG) obligations to eligible airport concessions may apply for that allocation in an application for an Airport Coronavirus Response Grant Program grant agreement. FAA will transmit a concession relief grant application for each primary airport receiving Airport Coronavirus Response Grant Program grants. An airport sponsor wishing to decline its Airport Coronavirus Response Grant Program concession relief grant(s), should not submit application(s), but rather notify its ADO of its intent to decline.

Q-CR2: How do airport sponsors provide relief to airport concessions?

A: If an airport sponsor accepts its CRRSA allocation for concession relief, the sponsor must provide relief from rent and MAG to on-airport car rental, on-airport parking, and in-terminal airport concessions (as defined in 49 CFR part 23) (collectively, “concessions”). CRRSA requires an airport sponsor taking a concession relief grant to provide such relief on a proportional basis, described at Q-CR15, until the sponsor has provided relief equaling the total allocation amount. The airport sponsor may retain up to 2 percent of the allocation amount for relief administration. Only relief associated with rent due for concession occupancy or commercial use after December 27, 2020 (the date of CRRSA was enacted) is eligible for grant payment.

Q-CR3: What if State laws, local laws, or applicable trust indentures prohibit an airport sponsor from providing relief from rent and MAG to airport concessions?

A: If an airport sponsor is prohibited from providing relief from rent and MAG, it should decline the allocated funds before executing an Airport Coronavirus Response Grant Program concession relief grant agreement.

Q-CR4: How does an airport sponsor allocate concession relief funds among its concessions?

A: An airport sponsor must provide this relief to each airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of rent and MAG of all eligible airport concessions at the airport. This is a set of ratios of each eligible concession's contribution to the total amount of rent and MAG income remitted to the airport by all members of the eligible population of remitting concessions. An airport sponsor must account for proportionality on 100% of the grant allocation, but it may reserve up to 2% of the allocation to administer the relief. An airport sponsor does not have to demonstrate proportionality for grant relief provided beyond 100% of the grant allocation. Eligible concessions must be subject to a valid agreement to remit rent or MAG at the specific airport after December 27, 2020, and remain a going concern (an entity that is either providing minimum acceptable services, or is otherwise ready, able and available to provide ongoing minimum acceptable services as agreed to with the sponsor). Guidance on planning each airport's associated concession relief grant payment request is provided at Q-CR15, below.

Q-CR5: Are there other requirements for an airport sponsor providing relief to its concessions?

A: Airport sponsors must prioritize relief from rent and MAG to minority-owned businesses to the extent permissible under CRRSA. Prioritization should include timely, individual consultation with each Airport Concession Disadvantaged Business Enterprise (ACDBE), and reasonable consideration with regard to timing or structure of prorated relief. Consultation with ACDBEs should reach the airport minority-owned businesses.

Q-CR6: Can an airport sponsor recover its administrative expenses for providing rent or MAG relief to airport concessions?

A: Yes. An airport sponsor may retain up to 2 percent of its allocation for relief administration.

Q-CR7: Are there requirements for an airport concession to obtain rent or MAG relief from an airport sponsor?

A: Yes. An airport concession must certify to the airport sponsor that it has not received a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or MAG. Additionally, an airport concession receiving relief from an airport sponsor may not apply for a covered loan under 15 U.S.C. 636(a)(37). Airport sponsors should collect these certifications and retain them for their records in the same manner that they retain invoices associated with its general Airport Coronavirus Response Grants.

Q-CR8: Can an airport sponsor mix its Airport Coronavirus Response Grant Program allocations across its primary airports receiving a concession relief allocation?

A: No. Each airport sponsor receiving Airport Coronavirus Response Grant Program allocations for concession relief must use such funds designated for concession relief at each primary airport in a manner consistent with the conditions and requirements of CRRSA.

Q-CR9: Can an airport sponsor mix its Airport Coronavirus Response Grant concession relief allocation with its general Airport Coronavirus Response Grant allocation?

A: No. Each airport sponsor receiving Airport Coronavirus Response Grant Program allocations for concession relief must use such funds to forgive rent from concessions and may retain up to 2 percent for relief administration. Conversely, it must submit *costs* for reimbursement from its Airport Coronavirus Response Grant general allocation.

Q-CR10: How can an airport sponsor determine a base-line time period upon which to calculate proportionality for rent relief amongst eligible concessions?

A: Once an airport sponsor has determined its population of eligible concessions, it should calculate each concession's appropriate proportional share, using an appropriate base-line time period. The base-line time period should be relevant to the expected duration of relief to be provided, but in no case should the base-line time period be after the 1st quarter of 2020.

Q-CR11: Can an airport sponsor apply some adjustments to its proration of rent relief due to special circumstances?

A: Yes. There are certain circumstances justifying adjustments to the rent relief proration. For example, these include:

- Only concessions paying rent at each airport for occupancy or commercial-service activity after December 27, 2020 can receive CRRSA relief. As such, a concession that is no longer a going concern at the airport should not be included in the proration calculation, or in the total rent income base-line, unless a new entity has replaced a departed entity with a similar location and activity.
- If a current concession operating and paying rent at the airport replaced a concession operating in the base-line time period, in a like manner, the relief proportion should be applied to the new concession.
- If a current concession operating and paying rent at the airport replaced a concession operating in the base-line time period, in a like manner, but with differing lease rates or square footage, the sponsor may make reasonable adjustments to its proportional ratios to reflect the difference.
- If a concession is replaced in a similar location, but as different service or on significantly differing business terms, the sponsor should explain reasonable adjustments it makes for such circumstances when requesting reimbursement.

Sponsors should make short comments relevant to simple adjustments per the examples above. More complex adjustments for multi-factor circumstances, such as change in tenant, and change in rate and change in use-type, etc., may require more explanation. See Q-CR 15 for examples of a reimbursement request comments.

Q-CR12: Can an airport sponsor apply some requirements upon concessions, and accept Airport Coronavirus Response Grant Program grants for concession relief?

A: Yes. Sponsors may include some valuable considerations in exchange for rent relief, even if that rent relief is to be funded by Airport Coronavirus Response Grant Program concession relief grants, provided these considerations are equitably applied to all concessions at the airport. For example:

- Sponsors may require certifications that each eligible concession remains a going concern and be fully ready, able and available to provide relevant services, regardless of operating levels of service.
- Sponsors may include phased re-opening schedules and expect cooperation with regard to varying levels of service during periods of changing demand.
- Sponsors may provide rent relief to a concession that is in arrears for rent, if the concession is providing minimum acceptable services, or demonstrating that it is ready, able and available to provide minimum acceptable services, and the airport sponsor elects to provide forbearance.

Sponsors should not request concession relief reimbursement for concessions that are not a going concern. Sponsors should not impose or induce lease terms unrelated to those valuable and necessary considerations to enhance coordination of operations during the pandemic and recovery. Sponsors should not compel new lease agreements, or extensions to leases beyond the duration of occupancy correlated to the amount of rent relief provided.

Q-CR13: Can an airport sponsor receive Airport Coronavirus Grant Program grant payment to cover concession rent relief that it decided to provide before December 27, 2020?

Yes, but only to the extent that such relief covers forgiven payments of rent or MAG for periods of occupancy and/or commercial-use after December 27, 2020, and only to the extent that the relief among concessions at each airport is proportional.

Q-CR14: Should an airport sponsor consult with its concession stakeholders on its relief program?

Yes, the sponsor should consult with its concession community, generally, to gather suggestions, and preview its plan. In addition, it should conduct one-on-one consultation with ACDBEs. The sponsor cannot alter proportionality of relief provided, but may adjust timing or format of relief.

Q-CR15: How can an airport sponsor plan its concession relief program in order to hasten FAA's approval of Airport Coronavirus Response Grant Relief concession relief grant payments?

A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for concession relief payment requests. FAA will review payment requests manually. Sponsors should identify ACDBE concessions, and identify a one-on-one consultation date, and the kind of consideration granted to each, if any. A payment request should include the information shown in the example below, including the administration fee retained by the sponsor, not to exceed 2% of the allocation.

DFC International Airport					
Concession Name ¹	Rent income ² to airport in base-line time period	Percent share ³ of total base-line rent income	Rent relief ⁵ provided for occupancy after Dec. 27, 2020	Date of ACDBE ⁴ 1-on-1 Consult	Comments or special circumstances, provisions, etc.
Mom's Parking	\$300,000	30%	\$2,940	N/A	
Uncle's Cafe	\$150,000	15%	\$1,470	Jan. 7	All relief in Jan. 2021
Niece's Shoeshine	\$50,000	5%	\$490	N/A	
Aunt's News	\$100,000	10%	\$980	N/A	Replaced Dad's Pet Groomers**
Brother's Rental Car	\$400,000	40%	\$3,920	N/A	Replaced Sister's Rental Car
Admin. Fee (up to 2%)	-	-	\$200	-	
TOTAL	\$1,000,000	100%	\$10,000		
Base-line time period: ⁶ 1 st Q 2020, or Jan/Feb 2020 or CY 2019.	Date(s) of general consultation with eligible concessions on the relief program for each airport. January 28, 2021 Airport Authority consulted with the DFCIA Concessions group. ** Dad's Pet Groomers failed. Aunt's News reconfigured leasehold in a portion of its space, see attached explanation of proportionality calculation.				

1. Eligible Concession subject to rent for occupancy or commercial operations after Dec. 27, 2020.
2. Share of rent income and total airport income from eligible concessions from base-line time period.
3. Resulting proportional share for each eligible concession.
4. Identifies ACDBEs and date of one-on-one consultation.
5. Resulting dollar-amount of actual rent relief provided for occupancy after Dec. 27, 2020.
6. Base-line time period used to determine proportionality.

Questions on Workforce Retention

Q-WF1: Are there specific workforce retention requirements for accepting Airport Coronavirus Response Grant Program funds?

A: Yes. A sponsor of a small, medium, or large hub airport must continue to employ, through February 15, 2021, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. This requirement is an extension of the workforce retention requirement under the CARES Act. Airport sponsors must certify compliance with the CARES Act and CRRSA workforce retention requirements at the time of grant execution. The workforce retention requirement does not apply to non-hub or non-primary airports.

Q-WF2: When do small, medium, and large hub airport sponsors report their respective compliance with the employee retention requirement?

A: Provided an airport sponsor is current with its workforce retention reporting under the CARES Act, it must report only employment totals as of February 15, 2021, by no later than March 1, 2021.

Q-WF3: Where should CRRSA workforce retention reports be submitted?

A: CRRSA workforce retention reports should be submitted to CARESAirports@faa.gov. Please include "Workforce Retention Report" and your airport's city, State, and airport location identifier in the email subject line.

Q-WF4: What information must be included in a workforce retention report and certification?

A: That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors do not need to count contractors providing services other than airport management, tenants, or concessionaires. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor has unique circumstances (such as using seasonal employees or contractors for airport management or operations), it should report that information in as much detail as possible in the initial report so any subsequent retention reporting can be substantiated.

Q-WF5: What format is required for CRRSA workforce retention reports?

A: There is no particular format for reporting baseline and quarterly workforce retention counts. Airport sponsor personnel with appropriate knowledge or authority, such as the human resources director, chief financial officer, or payroll officer should validate the information.

Q-WF6: Are payroll records or any other documentation required for workforce retention reports?

A: Airport sponsors do not need to submit payroll records. However, airport sponsors must retain all supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Q-WF7: Are waivers from the CRRSA workforce retention requirement available?

A: The Secretary of Transportation may waive the workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. To request a waiver of the CRRSA workforce retention requirement, an airport sponsor should send a waiver request to CARESAirports@faa.gov no less than 30 days before the quarterly report due date. The waiver request should come from a person authorized to sign AIP grants and include how the workforce retention requirement causes a direct economic hardship on the airport or reduces aviation safety or security. The airport sponsor should include any additional documentation that supports its request. FAA will respond expeditiously.

Q-WF8: What are the consequences for failing to meet workforce retention reporting requirements?

A: If a sponsor of a small, medium, or large hub airport does not meet the workforce retention reporting requirements under either the CARES Act or CRRSA, reimbursements for grants under the Airport Coronavirus Response Grant Program may be suspended. FAA will continue to work with the sponsor to meet these reporting requirements, but continued non-compliance may result in termination of the grant and recovery of reimbursements.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 SouthPark Circle
Suite 524
Orlando, FL 32819

April 6, 2021

Mr. Steve Borowski
Airport Manager
Valkaria Airport
#1 Pilots' Place
Grant Valkaria, Florida 32950

Dear Mr. Borowski:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-12-0144-014-2021 for Valkaria 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 **May 1, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

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

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

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

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

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

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

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Bart Vernace".

Bart Vernace, P.E.
Manager