

Messages and Communications

1 message

Speaker Won Pat <speaker@judiwonpat.com>

Wed, Oct 8, 2014 at 11:34 AM

To: Guam Legislature Clerks Office <clerks@guamlegislature.org>

10/8/2014 10/8/2014 Guam State Clearing House\*\*Via-Email\*\* Federal grant application from the Government of Guam, Division of the Office of the Governor, State Application Identifier (SAI) 20010141169Y 32-14-2092

2014 OCT 9 AM 11:42

----- Forwarded message -----

From: **TrinaJae Apatang** <trinajae.apatang@guam.gov>  
Date: Wed, Oct 8, 2014 at 10:55 AM  
Subject: NOTICE OF FEDERAL GRANT APPLICATION FOR OFFICE OF THE GOVERNOR 169Y  
To: Speaker Won Pat <speaker@judiwonpat.com>

32-14-2092

Hafa Adai! Please see attached grant application for OOG.

Office of the Speaker  
Judith T. Won Pat, Ed.D

Kindest Regards,

**Trinajae M. Apatang**

Grant Specialist · Guam State Clearinghouse  
OFFICE OF THE LIEUTENANT GOVERNOR  
P.O.Box 2950 Hagåtña, Guam 96932  
W. (671) 475-9384  
F. (671) 472-2007

Date: 10/8/14  
Time: 11:37AM  
Received By: [Signature]



*Office of the Governor of Guam.*  
Ricardo J. Bordallo Governor's Complex, Adelup, Guam 96910  
Tel: (671) 472-8931 • Fax: (671) 477-4826 • governor.guam.gov  
Eddie Baza Calvo @eddiebaza calvo @governorbaldov governorofguam

Please consider the environment before printing this email.


**Ufisinan I Etmás Ge'helo'Gi Liheslaturan Guåhan**  
**Office of Speaker Judith T. Won Pat Ed.D.**  
**Kumiten Idukasion yan Laibirihan Publeko**  
**Committee on Education and Public Libraries & Women's Affairs**

155 Hesler Place, Suite 201, Hagatna, Guam 96910  
Tel: (671) 472-3586 Fax: (671) 472-3589  
www.guamlegislature.com / speaker@judiwonpat.com

2 attachments

Speaker 169Y.pdf  
327K

2092

 **OOG 169Y.pdf**  
2400K



# GUAM STATE CLEARINGHOUSE

P.O. Box 2950 Hagåtña, Guam 96932

Tel: (671) 475-9380

Website: [www.gsc.guam.gov](http://www.gsc.guam.gov)

Email: [clearinghouse@guam.gov](mailto:clearinghouse@guam.gov)

**EDDIE BAZA CALVO**

*I Maga'låhen Guahan*

**RAYMOND S. TENORIO**

*I Segundu Na Maga'låhen Guahan*

**Kate G. Baltazar**

*Administrator*

October 8, 2014

**HONORABLE JUDITH T. WON PAT, Ed. D.**

*Speaker gi I Mina'Trentai Dos Na Liheslaturan Guåhan*

155 Hesler Place

*Hagåtña, Guåhan 96910*

**Ref:** Government of Guam, Division of the Office of the Governor federal grant application. SAI# 20010141169Y

*Hafa Adai Madam Speaker,*

This letter is to respectfully notify you the Guam State Clearinghouse (GSC) has received a federal grant application from the Government of Guam, Division of the Office of the Governor. The GSC has accepted the application, assigned the State Application Identifier (SAI) 20010141169Y and has initiated the process for an intergovernmental review. An abstract of the project is provided below.

**Grantor:** Office of Economic Adjustment

**Grant Title/**

**Project Title:** Community Economic Adjustment Assistance for Establishment. Expansion, Realignment

**Details:** Funds from this grant will be used in support of the continuation of the Office of the Governor's Military Integration and Growth Initiative (MIGI). The MIGI has been in effect since December 2007. The Office of the Governor Buildup Office attributes to the following workload: 1) Overall length of the Dept. of Defense program associated with the realignment, relocation, buildup 2) magnitude of the Program Reset 3) Evolution of definitive decisions 4) Amount and diversity of previous documentation 5) additional National Environmental Policy Act inclusive of the Supplemental Environmental Impact Statement 6) Federal fiscal and budgetary environment and 7) US Congress and Japanese Diet interests/influence/ decisions. Based on the current conditions, the Governor is seeking OEA's continued assistance for another of the Governor Staff and Logistical Support Grant.

**Start Date:** 10/01/2014

**End Date:** 09/30/2015

**Federal Grant:** \$324,802

GSC conducts intergovernmental reviews and solicits comments through electronic communication and this notice is sent to you as a part of the review process. A digital copy of the grant proposal is attached for your perusal. Please submit any comments you may have pertaining to this proposal to Trinajae M. Apatang by **October 17, 2014**, via email at [trinajae.apatang@guam.gov](mailto:trinajae.apatang@guam.gov).

*Dangkolo Na Si Yu'os Ma'åse',*

**Kate G. Baltazar**

Administrator

Cc: File



EDDIE BAZA CALVO  
Governor

RAY TENORIO  
Lieutenant Governor

*Office of the Governor of Guam.*

Date: September 23, 2014

To: Chief of Staff

From: Carol Perez *CP*  
Buildup Office



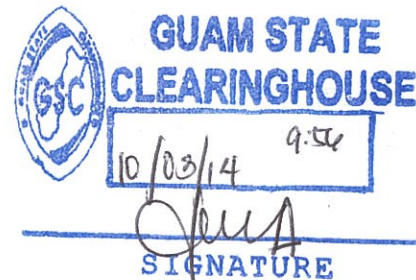
**REF: NEW Grant – Submission to Guam State Clearinghouse  
GR0706-14-19 (FY15 Staff and Logistical Support)**

Attached is the FY 15 Office of the Governor, Staff and Logistical Support Grant Application, and Grantor approval for submission to the Guam State Clearinghouse.

Grant Amount: \$ 324,802

Performance Period: October 1, 2014 – September 30, 2015

Should you have any questions, please feel free to call me at 475-9378.



*CFD 1014- 3898*



# GUAM STATE CLEARINGHOUSE

P.O. Box 2950 Hagåtña, Guam 96932  
Tel: (671) 475-9380  
Website: www.guamclearinghouse.com  
Email: clearinghouse@guam.gov

EDWARD J.B. CALVO  
I Maga'låhen Guahan

RAYMOND S. TENORIO  
I Segundu Na Maga'låhen Guahan

## Grant Project Application Notice of Intent to Apply for Federal Assistance GSC FORM REVISED 03/21/2012

Guam State Clearinghouse Use Only	
Date Received:	10/03/14
Received By:	<i>[Signature]</i>
SAI Number:	036101411097

Type of Application  New Grant\*  Continuing Grant\*\*  Supplemental Grant\*\*  Other\*

A.) DUNS Number  B.) Date

C.) Applicant/Department Name

D.) Division

E.) Applicant Address

F.) Applicant/Department Point of Contact Information

Contact Person Name  Phone Number

E-mail Address

G.) Due Date to Federal Agency

H.) Federal Funds  
a.) Grant   
b.) Other

I.) Non-Federal, Matching Funds  
a.) Local   
b.) In-Kind   
c.) Other

J.) TOTAL FUNDS

K.) CFDA/Federal Program Name

L.) Federal Agency Name

M.) Federal Agency Address

N.) For Continuing or Supplemental Grants, please provide the following information.

a.) Initial Grant Period

October 1, 2014 to September 30, 2015

b.) Guam State Clearinghouse SAI Number

c.) Grant Year This Application Impacts

2014

O.) Has the Federal Funding Agency been notified?

YES  NO

P.) During which Fiscal Year will this program be implemented?

FY 2015

Q.) If the project requires local funding in addition to the federal funding requested, please specifically identify source and rationale:

N/A

R.) This program is:

Budgeted - Please identify legal budget authority

Non-Budgeted

S.) Will this program require the hiring of additional employees? Is YES, please provide the number of employees (both existing and new) and justification.

YES - Existing

New

NO

T.) List Departments and Agencies that would be affected directly or indirectly by this application

Department of Administration

U.) Please provide a Project Summary with supporting documents if needed.

Program of assistance to support Staff and Logistical Support for the Office of the Governor.

V.) Please answer the following:

a.) Does this application require an Environmental Impact Study?

YES  NO

b.) Will this application conflict with any existing law?

YES  NO

c.) Is enabling legislation required?

YES  NO

d.) Will the program require a maintenance of effort?

YES  NO

e.) Are in-kind services allowed for this program?

YES  NO

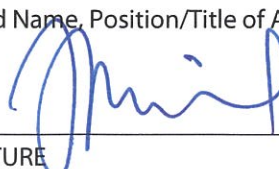
f.) Does this program allow an indirect cost rate to be applied?

YES  NO

SUBMITTED AND APPROVED BY:

Printed Name, Position/Title of Authorized Representative Franklin P. Arriola

SIGNATURE



Date

SEP 24 2014



Carol Perez <carolperez8@gmail.com>

Screen Shot

Kuwabara, Gary D CIV OEA (US) <gary.d.kuwabara.civ@mail.mil>  
To: Carol Perez <carolperez8@gmail.com>

Carol: Below is a screen shot – showing that the Director signed the Grant on September 19<sup>th</sup>.

UNCLASSIFIED//FOUO

https://app00.oea.gov/?opendocument&rm=45176054077815264 - Award for Guam Military Complex - Windows Internet Explorer

**eGrant** Created by Catherine Kramer on 09/16/2014  
Last Modified by Patrick O'Brien on 09/19/2014

**AWARD  
Pending Mailed Date**

<b>Project Title</b>	Guam Military Complex	<b>Grant Number</b>	GR0706-14-19
<b>Project Type</b>	Growth (GR)	<b>FAIN:</b>	HQ00051410059
<b>Authorizing Official</b>	Mr. Franklin Arriola	<b>Project Manager</b>	Kuwabara, Gary
<b>Community POC</b>		<b>AO Phone Number</b>	671-475-9206
		<b>POC Phone Number</b>	671-472-8931; 671-472-8931
<b>Date Sent to PM</b>	09/18/2014	<b>GA Mailed to Grantee</b>	
<b>Date Awarded</b>	09/19/2014	<b>GA Signed by Grantee</b>	
<b>Grant Start Date</b>	10/01/2014	<b>Grant End Date</b>	09/30/2015

Award Details	Reports	Routing/Signatures	Related Documents
<b>Date Routed to Project Manager</b>	09/18/2014		
<b>Date Routed to Regional Director</b>	09/18/2014 Gary Kuwabara		
<b>Date Routed to Grant Policy Specialist</b>	09/18/2014 Gary Kuwabara		
<b>Date Routed to Director</b>	09/19/2014 Catherine Kramer		
<b>Date Director Signed</b>	09/19/2014 Patrick O'Brien		

**Comments**

**Previous Comments**

9/19/2014 10:04:18 AM Catherine Kramer  
The TRC recommendations have been addressed. I have reviewed this award.

9/18/2014 3:04:22 PM Gary Kuwabara  
I have reviewed the Award Letter and Grant Agreement in concert with the Grantee's Revised Grant Application and the TRC Meeting Notes. The Award Letter and Grant Agreement capture the items surfaced in the TRC Meeting.

Please process the Grant for award.

8D668EF56E6DB85785257D5700414DC7

**All Attachments**

- Award
- Signed Grant Agreement

smime.p7s  
6K

**APPLICATION FOR  
FEDERAL ASSISTANCE**

OMB Approval No. 0348-0043

<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		<b>2. DATE SUBMITTED</b> September 15, 2014	Applicant Identifier 778904292
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier

**5. APPLICANT INFORMATION**

Legal Name: Government of Guam	Organizational Unit: Office of the Governor
Address (give city, county, State, and zip code): Office of the Governor, P. O. Box 2950 Hagatna, GU, 96932-2950	Name and telephone number of person to be contacted on matters involving this application (give area code) Mr. Franklin Arriola 671-475-9206

<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 9 8 — 0 0 1 8 9 4 7	<b>7. TYPE OF APPLICANT: (enter appropriate letter in box)</b> <input checked="" type="checkbox"/> N
--	---

<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award    B. Decrease Award    C. Increase Duration D. Decrease Duration    Other(specify): _____	A. State    H. Independent School Dist. B. County    I. State Controlled Institution of Higher Learning C. Municipal    J. Private University D. Township    K. Indian Tribe E. Interstate    L. Individual F. Intermunicipal    M. Profit Organization G. Special District    N. Other (Specify) _____ Territory _____
	<b>9. NAME OF FEDERAL AGENCY:</b> OEA

<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> 1 2 — 6 0 7 TITLE: COMMUNITY ECONOMIC ADJUSTMENT ASSISTANCE FOR EST,	<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> Guam Military Complex
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**12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):**  
Guam

<b>13. PROPOSED PROJECT</b>	<b>14. CONGRESSIONAL DISTRICTS OF:</b>
Start Date    Ending Date 10/1/14    9/30/15	a. Applicant    00    b. Project    00

<b>15. ESTIMATED FUNDING:</b>	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>
a. Federal    \$    324,802 <sup>00</sup>	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____
b. Applicant    \$    0 <sup>00</sup>	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
c. State    \$ <sup>00</sup>	
d. Local    \$ <sup>00</sup>	
e. Other    \$ <sup>00</sup>	
f. Program Income    \$ <sup>00</sup>	
g. TOTAL    \$    324,802 <sup>00</sup>	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b> <input type="checkbox"/> Yes    If "Yes," attach an explanation. <input checked="" type="checkbox"/> No

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.**

a. Type Name of Authorized Representative Frank Arriola	b. Title Chief of Staff	c. Telephone Number (671) 475-9206
d. Signature of Authorized Representative Frank Arriola - 9/15/2014 9:08:06 PM		e. Date Signed 09/15/2014



**BUDGET INFORMATION - Non-Construction Programs**

OMB Approval No. 0348-0044

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 12.607	COMMUNITY ECONOMIC	\$	\$	324,802.00	0.00	\$ 324,802.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 324,802.00	\$ 0.00	\$ 324,802.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Federal	(2) Non-Federal	(3)	(4)	
a. Personnel	\$ 173,510.00	\$ 0.00	\$	\$	\$ 173,510.00
b. Fringe Benefits	60,698.00	0.00			60,698.00
c. Travel	80,000.00	0.00			80,000.00
d. Equipment					0.00
e. Supplies	1,800.00	0.00			1,800.00
f. Contractual	7,964.00	0.00			7,964.00
g. Construction					0.00
h. Other	830.00	0.00			830.00
i. Total Direct Charges (sum of 6a-6h)	324,802.00	0.00	0.00	0.00	324,802.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$ 324,802.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 324,802.00
7. Program Income	\$	\$	\$	\$	\$ 0.00

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Standard Form 424A (Rev. 7-97)  
Prescribed by OMB Circular A-102

<b>SECTION C - NON-FEDERAL RESOURCES</b>					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. COMMUNITY ECONOMIC ADJUSTMENT ASSISTANCE FOR ESTABLISHMENT	\$ 0.00	\$ 0.00	\$	\$ 0.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$	\$ 0.00	
<b>SECTION D - FORECASTED CASH NEEDS</b>					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$	\$	\$	\$
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT</b>					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. COMMUNITY ECONOMIC ADJUSTMENT ASSISTANCE FOR ESTABLISHMENT	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
<b>SECTION F - OTHER BUDGET INFORMATION</b>					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Frank Arriola - 9/15/2014 9:08:06 PM		TITLE Chief of Staff
APPLICANT ORGANIZATION Office of the Governor		DATE SUBMITTED September 15, 2014

**Office of Economic Adjustment**

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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

Government of Guam  
\_\_\_\_\_  
Legal Name of Organization  
  
9/15/2014  
\_\_\_\_\_  
Date

Frank Arriola Chief of Staff  
\_\_\_\_\_  
Name and Title of Authorized Official  
  
Frank Arriola - 9/15/2014 9:08:06 PM  
\_\_\_\_\_  
Signature of Authorized Official

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY Office of Economic Adjustment		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS:		
CONTACT PERSON NAME: Grants Administrator	TELEPHONE NUMBER: ( 703 ) 604-6020	
ADDITIONAL INFORMATION:		

**PAYEE/COMPANY INFORMATION**

NAME Government of Guam-Treasurer of Guam	SSN NO. OR TAXPAYER ID NO. 98-0018947
ADDRESS P. O. Box 884 Hagatna, GU 96932	
CONTACT PERSON NAME: Rosita T. Fejeran	TELEPHONE NUMBER: ( 671 ) 475-1161

**FINANCIAL INSTITUTION INFORMATION**

NAME: Bank of Guam	
ADDRESS: P. O. Box BW Hagatna, GU 96932	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ( 671 ) -
NINE-DIGIT ROUTING TRANSIT NUMBER: <u>  1  </u> <u>  2  </u> <u>  1  </u> <u>  4  </u> <u>  0  </u> <u>  5  </u> <u>  1  </u> <u>  1  </u> <u>  5  </u>	
DEPOSITOR ACCOUNT TITLE: General Fund	
DEPOSITOR ACCOUNT NUMBER: 0101014592	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator) Frank Arriola - 9/15/2014 9:08:06 PM	TELEPHONE NUMBER: ( 671 ) 475-9206

# REQUEST FOR ADVANCE OR REIMBURSEMENT

*(See instructions on back)*

OMB APPROVAL NO.

0348-0004

PAGE OF

PAGES

1. TYPE OF PAYMENT REQUESTED

a. "X" one or both boxes

ADVANCE     REIMBURSEMENT

b. "X" the applicable box

FINAL     PARTIAL

2. BASIS OF REQUEST

CASH

ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

TO (month, day, year)

9. RECIPIENT ORGANIZATION

Name:

Number and Street:

City, State and ZIP Code:

10. PAYEE (Where check is to be sent if different than item 9)

Name:

Number and Street:

City, State and ZIP Code:

## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$	\$	\$	\$ 0.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e				0.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	0.00	0.00	0.00	0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			0.00
	2nd month			0.00
	3rd month			0.00

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

AUTHORIZED FOR LOCAL REPRODUCTION

*(Continued on Reverse)*

STANDARD FORM 270 (Rev. 7-97)  
Prescribed by OMB Circulars A-102 and A-110

## **RESPONDING TO CHANGE – SHAPING THE FUTURE**

**Government of Guam  
Military Integration and Growth Initiative  
Office of the Governor  
Fiscal Year 2015 Staff and Logistical Support  
Grant Application**

### **INTRODUCTION**

The Governor and the Government of Guam appreciate the Office of Economic Adjustment's (OEA's) continued program of assistance in support of the Office of the Governor's Military Integration and Growth Initiative (MIGI). OEA's technical and financial assistance has been and continues to be instrumental and invaluable to the Governor and to the Territory of Guam. OEA has supported the Office of the Governor Staff and Logistical Support requirement, since December 1, 2007 (Grant Award Start Date). To date, OEA has awarded five Grant Awards (GR0706-08-02 (\$420,133), GR0706-09-06 (\$536,955), GR0706-11-13 (\$249,890), GR0706-12-15 (\$313,586) and GR0706-13-17 (\$319,894) to provide Office of the Governor, which totals \$1,840,458.

The "United States Government – Government of Japan Security Consultative Committee" Joint Statement, dated April 27, 2012, disclosing the mutually agreed upon decision to pursue and implement a "Pacific Distributive Lay Down" plan for realigning the United States Marine Corps (USMC) in the Pacific, is making steady progress and beginning to provide additional clarity on the direct and indirect impacts to the island of Guam and the residents of Guam.

The work load for the Office of the Governor Buildup Office is attributable to the following contributing elements / aspects (list is not all inclusive):

- Overall length of the Department of Defense program associated with the USMC realignment, relocation, buildup;
- Magnitude of the Program Reset;
- Evolution of definitive decisions;
- Amount and diversity of previous documentation, which is contextual;
- Additional National Environmental Policy Act (NEPA) documentation inclusive of the Supplemental Environmental Impact Statement (SEIS);
- Federal fiscal and budgetary environment; and
- US Congress and Japanese Diet interests / influence / decisions

Based on the current conditions and experience, the Governor is seeking OEA's continued assistance for another Office of the Governor Staff and Logistical Support Grant. The Grant as proposed is for a twelve (12) month performance period, beginning on October 1, 2014 (the beginning of the Government of Guam Fiscal Year) and ending on September 30, 2015.

The Government of Guam continues to expend considerable time, energy and resources responding to the Department of Defense's Pacific Pivot Program, which entails actions other than the US Marine Corp's (USMC) distributive plan - especially as it pertains to infrastructure requirements. A prime



example is the “re-set” of the Port of Guam Modernization Program. The Port of Guam has transitioned from a Port Modernization Program (a \$200.0 million plus program) to a Port Improvement Program that is reliant on multiple funding sources, inclusive of the Port Authority of Guam. Transitioning the Port Program involved not only the development of a logical, responsive, and supportable program, but more importantly building the island consensus across a diverse group of stakeholders.

It is important to mention that the dynamics of DoD’s Pacific Pivot Program also includes other recent issues / actions that impact Guam:

- 1) Sustainability is pivotal to the Asian international relationships, which ensures our Nation’s interests and security are protected;
- 2) Ensuring the public support, sentiment, and progress on Guam remain supportive and positive and do not dissolve into an impasse similar to the current dynamics between the Prefecture of Okinawa and the central Government of Japan;
- 3) DoD’s expansion of the number of nuclear submarines in the Region;
- 4) Recently deployed Terminal High Altitude Area Defense System (THAAD) in the region (on Guam) to mitigate North Korea’s unpredictability and instability;
- 5) The current tension in the Western Pacific region due to the multi-international dispute over several chain of islands; and
- 6) Resolution by the US Congress in support of the DoD Pacific Pivot Program.

The Office of the Governor’s Buildup Office continues to serve as the central clearinghouse for all Military Realignment and Buildup / DoD information. While the Governor continues to be supportive of DoD’s presence on Guam, his lead liaison, the Buildup Director, keeps informed of DoD activity, and provides updates to the general public in an effort to ensure they remain supportive of the proposed DoD program.

## **GRANT ELEMENTS**

The Office of the Governor Staff and Logistical Support Grant consists of the following:

### **In-House Staff (three (3) full time positions)**

- The current open Grant Award (GR0706-12-15) authorizes three (3) positions; MIGI Executive Assistant (EA) or Buildup Director, MIGI Grants and Contract Executive Assistant (GCEA) and MIGI Program Coordinator (PC).

### **Official Executive Travel**

- The current Grant Award authorizes the Government of Guam Executive Staff, to travel to: a) the Continental United States (CONUS), b) Hawaii, c) Commonwealth of the Northern Mariana Islands; and d) Japan for meetings associated with the Military Realignment and Buildup. If endorsed and awarded this Grant Application would continue the authorization for Executive Travel to the Commonwealth of the Northern Mariana Islands, the CONUS, Hawaii, and Japan for Military Realignment and Buildup related meetings.

### **Operating Expenses**

- Previous Grant Awards supported operational expenses.
- IT requirements

**In-House Staff**

The Governor’s Office continues to be the lead agency overseeing MIGI and the central clearinghouse with the Department of Defense in regards to the military realignments and buildup. The Governor’s Chief of Staff (COS) is actively involved and serves as the Grant Authorizing Official (AO). However, given the multitude and complexity of challenges facing the Government of Guam, more responsibility and accountability have been delegated to the Office of the Governor Buildup Office Director. The EA and the GCEA are key positions. The Director, GCEA, and PC comprise the Buildup Office.

**MIGI Executive Assistant (EA) – Build Up Director**

The Office of the Governor is currently utilizing the MIGI Executive Assistant as the Buildup Office Director. The Director reports directly to the COS and the Governor of Guam. The Director oversees the Buildup Program to ensure the Governor and the Government of Guam actions and decisions are fully implemented. He oversees all Government of Guam Capital Improvement Project (CIP) requirements as they relate to the Buildup, and provides advice to the Governor for all Buildup program developments. The Director continues to provide Buildup Updates to local organizations / stakeholders, federal / military visitors, and the media. The Director has significantly more liaison responsibilities, both internally and externally, for the Governor’s Office.

The Director continues to maintain constant dialog with the military and keeps abreast of US Government and Government of Japan transactions, responding to developments and official announcements as necessary. He has management oversight of Government of Guam Capital Improvement Projects (CIP) requirements, maintaining interaction and coordination with Guam utility agencies (power, water, roads, and ports).

The Governor and Government of Guam are seeking continued financial assistance to fund the Buildup Director for an additional twelve (12) months. The funding will cover the Government of Guam’s Fiscal Year (FY) 2015, which begins on the first of October 2014.

Direct Salary Annually	\$ 70,000
Fringe Benefits	\$ 22,400 (32% of Direct)
Total Annually	\$ 92,400

Note: Fringe Benefits are in accordance with the Standard Benefits afforded all Government of Guam employees.

**MIGI Grant and Contract Executive Assistant (GCEA)**

The MIGI Grant and Contract Executive Assistant (GCEA) works with the Buildup Office Director. However, given the importance and sensitivity of the subject area, the GCEA continues to report directly to the Buildup Director and the COS, since the COS is the Grant AO. Primary responsibility of the GCEA is Grant Management and Contract Management and Administration. The GCEA ensures that all Grants and Contracts remain in compliance. Also the GCEA is responsible to ensure actions, such as Grant Supplements, Task Orders, Contract Amendments, etc. are accomplished in a timely manner. The GCEA also provides administrative support to the Buildup Director, to ensure the Office of the Governor remains responsive to the DOD Program.

Note: The GCEA is not a Contracting Officer. The GCEA is dependent upon external Government of Guam line agencies and departments to the Office of the Governor.

The Governor and Government of Guam are seeking continued financial assistance to fund the GCEA for an additional twelve (12) months. The funding would cover the Government of Guam's Fiscal Year (FY) 2014.

Direct Salary	\$ 58,510
Fringe Benefits	\$ 21,648 (37% of direct)
Total Annually	\$ 80,158

Note: Fringe Benefits are in accordance with the Standard Benefits afforded all Government of Guam employees.

**MIGI Program Coordinator (PC)**

The Program Coordinator reports directly to and assists the Buildup Director. The Program Coordinator will assist the MIGI GCEA when necessary and will perform the GCEA duties in his/her absence. Following are examples of the type of assistance: gathering, updating, and maintaining files on Guam Capital Improvement Program (CIP) and Infrastructure Requirements for the buildup; administrative support the Buildup Director for scheduling and preparing (handouts/Curriculum Vitae/etc) for meetings, maintaining work calendar, coordinate (call/email) Government Agency meetings with Buildup Director, preparing Government Travel Authorization request for all Buildup Office travel, prepares travel binder with travel and meeting itinerary for travelers and prepares for meetings with visiting Federal and military officials.

The Governor and Government of Guam are seeking financial assistance to fund the Program Coordinator position for an additional twelve (12) months, FY 2015, which begins on the first of October 2014. The Government of Guam recently implemented the Hay Plan Study, salary increase for all Government employees. A salary increase for the MIGI PC is being requested to reflect average rate for a PC (III) position.

Direct Salary:	\$ 45,000
Fringe Benefits	\$ 16,650 (37% of Direct)
Total Annually	\$ 61,650

**Salaries Estimated Budget:**

Position	Direct Salary	Benefits	Total Annually
MIGI EA	\$ 70,000	\$ 22,400	\$ 92,400
MIGI GCEA	\$ 58,510	\$ 21,648	\$ 80,158
MIGI Program Coordinator	\$ 45,000	\$ 16,650	\$ 61,650
<b>Federal Assistance Requested</b>	<b>\$ 173,510</b>	<b>\$ 60,698</b>	<b>\$ 234,208</b>

### **Government of Guam Executive Staff Travel**

OEA has provided financial assistance for Official Executive Staff Travel, in support of the MIGI. The previous Grants have required: 1) all travel to be coordinated with and prior approval by OEA; and 2) the traveler to provide an Executive Summary, upon conclusion of the authorized trip. The Governor's COS has provided oversight of all Government of Guam requests, prior to forwarding any to OEA for consideration. We believe, the COS has demonstrated fiscal constraint and leveraged other funding sources as appropriate.

The Governor and the Government of Guam have embraced leveraging their trips to the Continental United States (CONUS) through three specific initiatives.

- a. Governor/Chief of Staff/Buildup Director - OEA Meetings: the Governor, Chief of Staff and the Buildup Director have coordinated their travel itineraries, with OEA Western Regional Office, to schedule Meetings (Off-Sites) whenever possible, even during layovers in California, while en route to other CONUS locations.
- b. Tri-Party Meetings - working collaboratively with the Federal Regional Council Region IX and the Outer Pacific Committee members, the Governor's Senior Staff have been effective in arranging Tri-Party Meetings, which include relevant Federal Agencies or Departments, Guam Departments or Agencies, and OEA. The meetings have been held in San Francisco, which has facilitated greater participation by the Federal Departments and/or Agencies.
- c. Washington, DC and Federal Regional Council Meetings – the Governor has proactively managed his schedule to synchronize meetings in Washington, DC and San Francisco.

The Government of Guam is seeking OEA's continued financial assistance in support of the Executive Travel Funding, because of value and effectiveness it has provided to date to the MIGI. Because of Guam's geographical location, off-Island travel costs are extremely high. The Governor recommends the existing travel conditions contained in prior Staff and Logistical Grants, be incorporated into this Grant:

- a. All travel requests will require prior authorization, by the OEA Program Manager;
- b. All authorized travel will require submittal of an Executive Summary, describing what occurred during the travel, the purpose of the trip, and the value the trip had to the program. The Executive Summary shall include documentation of prior authorization (Travel Request Authorization (TRA)) by the OEA Program Manager. Attaching a copy of TRA (typically an e-mail) to the Executive Summary.
- c. All travel will be in accordance with Government of Guam travel policies and regulations (5GCA Government Operations – Chapter 23 Government Travel Law).
- d. All travel to Japan will be in direct support of Government of Japan (GoJ) discussions on infrastructure improvements related to the military realignment and buildup on Guam. All foreign travel will require prior approval, by grant amendment.

**Travel Budget Estimate:**

Travel Budget Estimate based upon previous travel records.

Governor & Chief of Staff	1 CONUS/Japan Trip Quarterly each	8 trips	
Senior Members	2 CONUS/Japan Trips Quarterly	8 trips	
Total Estimated Trips		16 trips	
Total Budget	\$ 5,000	16 trips	\$ 80,000
<b>Federal Assistance Requested</b>			<b>\$ 80,000</b>

Note: The Travel Budget Estimate is an estimate and does not depict actual scheduled meetings. It is provided as documentation for how much program of existence is being requested for the Travel Budget. The Travel Estimate does not include a line item for travel to the CNMI, since a site visit to the CNMI would be significantly less than one to the CONUS / Japan.

**Operating Expenses**

The Office of the Governor’s (OOG) is requesting OEA’s financial assistance to provide additional resources for the Buildup Office, to include operational expenses and IT requirements. Examples in Operational expenses are: materials, supplies, telephone lines, cellular phone service, copying, and equipment.

The Office of the Governor requested funding assistance to support relocating the Buildup Office to another Government of Guam Agency location for prior FY Funding. We proposed pursuing office space large enough for all three Buildup Office personnel for 12 months, the duration of the Grant Performance Period. Our intent was to share office space with another Government of Guam Agency. Although there was commercial space available, the Buildup Office was unsuccessful in pursuit of adequate office space at another Government of Guam Agency. *This Grant request does not include funding for office space for FY15.*

OOG is appreciative of OEA’s assistance in support of Buildup Office IT requirements.

- GR0706-07-01-07-01 (January 2007): one laptop computer
- GR0706-09-06 (March 2011): replaced the 2007 laptop computer,
- GR0708-12-15 (June 2013) two laptops and two iPads

GR0706-12-15 and GR0706-13-17 supported one (1) cellular phone (unit), and service for the Buildup Director, and a long distance card/account for the Buildup Office. We are requesting program of assistance to extend the Director’s cellular service for another 12 months from October 1, 2014 to September 30, 2015. We are processing a Grant Award Amendment on GR0706-13-17, that if approved would authorize the purchase of two additional cellular phones. If the Amendment is approved, we would request additional cellular phone service for the two additional phones that would be used by Buildup Office MIGI GCEA and MIGI PC on this Grant Award.

GR07-13-17 (FY2014) Grant Funding supported the purchase of one metal storage cabinet and two metal filing cabinets to support the Buildup Office operations. No previous MIGI Program Grant funding has supported this requirement. There is no requirement for additional office cabinets at this time.

In year 2007, GR0706-08-02 Grant assistance funded a desktop laser printer. In year 2014, GR07-13-17 Grant supported the lease of a black and white, color printer/copier/fax/scanner work center machine for Buildup Office personnel to use. Delivery of the printer/copier was delayed because of the Government procurement process and the requirement to obtain updated (new) quotes from vendors. New quotes obtained revealed a slight increase in monthly lease costs, and did not include a print allowance. As of May 12, 2014, the Government of Guam General Services Agency (GSA) has not awarded the contract, and final/actual monthly costs have not been determined.

We anticipate receiving the copier, prior to the FY2015 Grant Award and are requesting funding support to cover monthly lease agreement and print allowances per month for FY 2015.

Operations Expense Breakdown:

Other	Office Phone line – \$40 @12 months	\$ 40/mo	\$ 480
	Defense Related Membership Fee	\$ 200/Year	\$ 200
	Long Distance Calling Card/Account for 12mos period	\$ 150	\$ 150
Supplies	Office Supplies,		\$ 900
	Cleaning Supplies, Restroom Supplies		\$ 900
Contractual	Professional Printing	\$ 500	\$ 500
	Cellular Service for 12 months: Unlimited local voice, unlimited local iPhone DATA, unlimited local SMS(Text)	\$ 85/mo@ 12	\$ 1,020
	Monthly cellular service (x2) – Unlimited local voice, DATA and local SMS for units purchased under FY14 current open grant	85/mo@12x2ea	\$ 2,040
	Lease for Color Copier/Printer/Fax/Scanner for 12 months.	\$ 300/mo	\$ 3,600
	Estimate –prints per month x 12mo	\$ 67/mo	\$ 804
Federal Assistance Requested			<b>\$ 10,594</b>

Note: All Territory (Government of Guam) procurements using Federal Assistance are in accordance with applicable Territory (State) laws and regulations and applicable Federal laws and standards and comply with 32 CFR Part 33, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

**TOTAL GRANT BUDGET**

In House Staff	\$ 234,208
Official Travel	\$ 80,000
Operations	\$ 10,594
<b>Total</b>	<b>\$ 324,802</b>

Non-Federal Match is in accordance with 48 USC Sec. 1469a – exemption of match for the Territory of Guam.

But for the assistance provided to the Territory of Guam, via this Grant, the Government of Guam would not be as responsive and effective in supporting the buildup program. The Territory of Guam does not have the financial resources available to support these unfunded requirements, generated by the DOD Program. The Government of Guam is resource limited, independent of the DOD Program.

**GRANT PERFORMANCE PERIOD**

Start Date: October 1, 2014

End Date: September 30, 2015

**RESPONDING TO CHANGE – SHAPING THE FUTURE**

**Government of Guam  
Military Integration and Growth Initiative  
Office of the Governor  
Fiscal Year 2015 Staff and Logistical Support  
Budget Justification**

**In-House Staff (three (3) full time positions)**

This Grant Award will authorize three (3) positions; Buildup Director, MIGI Grants and Contract Executive Assistant (GCEA) and MIGI Program Coordinator (PC).

**Salaries Estimated Budget:**

<b>Position</b>	<b>Direct Salary</b>	<b>Benefits</b>	<b>Total Annually</b>
MIGI EA	\$ 70,000	\$ 22,400	\$ 92,400
MIGI GCEA	\$ 58,510	\$ 21,648	\$ 80,158
MIGI Program Coordinator	\$ 45,000	\$ 16,650	\$ 61,650
<b>Federal Assistance Requested</b>	<b>\$ 173,510</b>	<b>\$ 60,698</b>	<b>\$ 234,208</b>

Note: Fringe Benefits are in accordance with the Standard Benefits afforded all Government of Guam employees.

**Official Executive Travel**

If endorsed and awarded, this Grant Application would continue the authorization for Executive Travel to the Commonwealth of the Northern Mariana Islands, the CONUS, Hawaii, and Japan for Military Realignment and Buildup related meetings.

**Travel Budget Estimate:**

Travel Budget Estimate based upon previous travel records.

Governor & Chief of Staff	1 CONUS/Japan Trip Quarterly each	8 trips	
Senior Members	2 CONUS/Japan Trips Quarterly	8 trips	
Total Estimated Trips		16 trips	
Total Budget	\$ 5,000	16 trips	\$ 80,000
<b>Federal Assistance Requested</b>			<b>\$ 80,000</b>

Note: The Travel Budget Estimate is an estimate and does not depict actual scheduled meetings. It is provided as documentation for how much program of existence is being requested for the Travel Budget. The Travel Estimate does not include a line item for travel to the CNM or Hawaii, since a site visit to the CNMI or Hawaii would be less than one to the CONUS / Japan.



**Operating Expenses Breakdown:**

Other	Office Phone line – \$40 @12 months	\$ 40/mo	\$ 480
	Defense Related Membership Fee	\$ 200/Year	\$ 200
	Long Distance Calling Card/Account for 12mos period	\$ 150	\$ 150
Supplies	Office Supplies, Cleaning Supplies, Restroom Supplies		\$ 900 \$ 900
Contractual	Professional Printing	\$ 500	\$ 500
	Monthly cellular service (x3) – Unlimited local voice, DATA and local SMS for units purchased under FY14 current open grant	\$ 85 @ 12mos x 3	\$ 3060
	Lease for Color Copier/Printer/Fax/Scanner for 12 months.	\$ 300/mo	\$ 3,600
	Estimate –prints per month x 12mo	\$ 67/mo	\$ 804
Federal Assistance Requested			<b>\$ 10,594</b>

Note: All Territory (Government of Guam) procurements using Federal Assistance are in accordance with applicable Territory (State) laws and regulations and applicable Federal laws and standards and comply with 32 CFR Part 33, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

**TOTAL GRANT BUDGET**

In House Staff	\$ 234,208
Official Travel	\$ 80,000
Operations	\$ 10,594
<b>Total Grant Request</b>	<b>\$ 324,802</b>

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But for the assistance provided to the Territory of Guam, via this Grant, the Government of Guam would not be able to support the buildup program. The Territory of Guam does not have the financial resources available to support these unfunded requirements generated by the DOD Program. The Government of Guam is resource limited (stretched), independent of the DOD Program.

**GRANT PERFORMANCE PERIOD**

Start Date: October 1, 2014  
End Date: September 30, 2015

## Schedule of Reports

### Guam Military Complex, GR0706-14-19

<b>MENU</b>
<a href="#">Close</a>

#### Interim Performance Reports

	From	To	Due
Period 1	10/01/2014	12/31/2014	01/31/2015
Period 2	01/01/2015	03/31/2015	04/30/2015
Period 3	04/01/2015	06/30/2015	07/31/2015
Period 4	07/01/2015	09/30/2015	12/31/2015

[\[Print\]](#) [\[Help\]](#)

#### Final Reports

	From	To	Due
Final Performance	10/01/2014	09/30/2015	12/31/2015
Final Financial	10/01/2014	09/30/2015	12/31/2015
Deliverables	10/01/2014	09/30/2015	12/31/2015

## Current Financial Statement

### Guam Military Complex, GR0706-14-19

Grant Start Date                      Grant End Date  
 10/01/2014                              09/30/2015

<b>MENU</b>
Close

[\[Print\]](#) [\[Help\]](#)

OBJECT CLASS CATEGORIES	FEDERAL TOTALS	NON-FEDERAL TOTALS
Personnel	\$173,510	\$0
Fringe Benefits	\$60,698	\$0
Travel	\$80,000	\$0
Equipment	\$0	\$0
Supplies	\$1,800	\$0
Contractual	\$7,964	\$0
Construction	\$0	\$0
Other	\$830	\$0
Indirect Charges	\$0	\$0
<b>TOTALS</b>	<b>\$324,802</b>	<b>\$0</b>

#### FINANCIAL SUMMARY

Total Grant Funds	Payment Total	Available Grant Balance	
	\$324,802	\$0	\$324,802

FAIN: HQ00051410059  
OEA Locator: GR0706-14-19  
Guam Military Complex

Mr. Franklin Arriola  
Chief of Staff  
Office of the Governor of Guam  
P.O. Box 2950  
Hagatna, GU 96932-2950

Dear Mr. Arriola:

I am pleased to inform you that I have approved the request for \$324,802 of Department of Defense Community Planning Assistance Funds in response to mission growth on Guam. If the provisions of the attached Agreement are acceptable, please sign the document online.

Standard Form (SF) 270, "Request for Advance or Reimbursement" is used to request Grant funds. The first request for payment may be submitted electronically once you have signed the Agreement. Subsequent payment requests will be approved for disbursement contingent upon acceptance of the interim performance reports. The SF 425, "Federal Financial Report" is used to report final outlays and obligations for the entire Grant period and must be submitted to close out the Grant.

This Grant has been assigned the Federal Award Identifier Number (FAIN) HQ00051410059. Please use this number for reporting subaward and executive compensation information into the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS) as required. Further information on this requirement may be found in Attachment C of the Agreement. Please use the OEA locator on all OEA correspondence.

You may direct questions regarding this award to OEA Western Regional Director, Mr. Gary Kuwabara at (916) 557-7365 or [gary.d.kuwabara.civ@mail.mil](mailto:gary.d.kuwabara.civ@mail.mil). We look forward to working with you.

Sincerely,

Patrick O'Brien 9/19/2014 1:13:18 PM  
Patrick J. O'Brien  
Director  
Office of Economic Adjustment

Attachment:  
As stated

**Grant Agreement**  
**for**  
**Guam Military Complex**  
**FAIN: HQ00051410059**

This Agreement is between the Government of Guam, the Grantee, and Department of Defense, the Grantor, acting through the Office of Economic Adjustment (OEA). The Grantee will undertake community economic adjustment activities as described in the Application for Federal Assistance, dated September 15, 2014, at the estimated cost of \$324,802.

1. Compliance by the Grantee

A. Overall Compliance: The Grantee's actions under this Grant shall comply with all applicable Federal, State, interstate, and local laws and regulations. The Grantee shall comply with the following: Part 33 of title 32, Code of Federal Regulations (CFR), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," and Part 28 of title 32, CFR, "New Restrictions on Lobbying."

B. Debarment and Suspension: The Grantee agrees to comply with Parts 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," and 1125, "Department of Defense Nonprocurement Debarment and Suspension," of title 2, CFR. The Grantee also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Parts 180 and 1125.

C. Drug-Free Workplace: The Grantee agrees to comply with Subpart B, "Requirements for Recipients Other Than Individuals," of Part 26 of title 32, CFR, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)."

D. Hatch Act: The Grantee is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the Grantee should seek legal counsel.

E. Universal Identifier Requirements and Central Contractor Registration. The Grantee agrees to comply with the requirements of Part 25 of title 2, CFR, "Universal Identifier and Central Contractor Registration." The System for Award Management (SAM) has replaced the CCR system. The full text of this award term (as revised to reflect the SAM) is provided in Attachment B to this Agreement.

F. Trafficking Victims Protection Act of 2000: The Grantee agrees to comply with the requirements of Part 175 of title 2, CFR, "Award Term for Trafficking in Persons." The full text of this award term is provided in Attachment D to this Agreement.

G. Grant Terms and Conditions: The Grantee shall comply with the terms of this Agreement. The decision of the Grantor in interpreting the Terms and Conditions of this Agreement shall be final.

H. The Grantee shall ensure that every consultant and every contractor it employs under the Grant complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.

## 2. Terms and Conditions

A. The Grant period is from October 1, 2014, through September 30, 2015.

B. The Grantee agrees to comply with the requirements regarding support of salaries and wages in OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," Attachment B., "Selected Items of Cost," Item 8.h., "Support of Salaries and Wages."

C. Any Grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor.

D. OEA may suspend or terminate this Agreement in whole, or in part, if the Grantee materially fails to comply with conditions of this Agreement. Suspension or termination may occur if the Grantee materially fails to comply with any term of this Agreement. The Grantee shall not incur new obligations for the terminated portions after receiving notice of the termination, and shall cancel as many outstanding obligations as possible. Additional enforcement remedies for non-compliance and termination provisions, in Part 33 of title 32, CFR, apply to this award.

E. The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Grant.

### F. Activities Prohibited

(1) Duplication of Work: The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the Grant period.

(2) Other Funding Sources: Grantor's funds budgeted or granted for this program shall not be used to replace any financial support previously provided or assured from any other source.

(3) Funds for Attorney/Consultant Fees: The Grantee hereby agrees that no funds made available from this Grant shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing grants or other services provided by the Grantor, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.

(4) The Grantee is prohibited from using funds provided from this Grant or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.

#### G. Personnel Approvals

The Grantor reserves the right to approve or disapprove the selection of professional-level employees hired under this grant. If requested by the Grantor, resumes, in sufficient detail to reveal the experience, education, and other general and special qualifications for the position, must be submitted to the Grantor for its consent prior to employment of a candidate. Changes in key positions, where specified in the Application and/or this agreement, will require prior written approval from the Grantor.

#### H. Use of Consultants/Contractors

(1) Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in Part 33 of title 32, CFR. The following terms, which are drawn from the Department of Defense Grant and Agreement Regulations, Parts 21 through 37 of title 32, CFR, are intended merely to highlight some of these standards and are, therefore, not inclusive.

(2) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.

(3) Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements under \$100,000 in the aggregate unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained.

(4) The Grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Grantee's officers, employees, or agents, or by contractors.

## I. Separate Bank/Fund Accounts

(1) The Grantee is not required to establish a separate bank account but may do so. The Grantee, however, must maintain accounting records to adequately identify the source and application of Grant funds. Other considerations, such as FDIC coverage, shall be in accordance with the provisions of Part 33 of title 32, CFR.

(2) Interest earned on Grant funds shall be reported to the Grantor and used to reduce the Federal share of this Grant. Grantees shall promptly, but no less often than quarterly, remit to the Grantor any interest earned on advances the Grantor provided. The Grantee may retain interest on any Grant funds not to exceed \$100 per year for administrative expenses.

## J. Grant Payments

(1) A Standard Form (SF) 270, "Request for Advance or Reimbursement," shall be submitted when requesting funds.

(2) All financial information on the SF 270 shall be shown as: Column (a)--Salaries and Benefits; Column (b)--Operating Expenses; Column (c)--Contracts.

(3) Grant payments will be made by electronic funds transfer.

(4) Grant funds for contractual services will be disbursed on a reimbursement basis only. Advances of up to 90 days may be requested for operational support. When Grant payments are cash advances, the amount requested will be limited to that actually required.

(5) Grantee's payments to contractors/consultants shall be contingent upon the Grantee's acceptance of deliverables.

(6) Requests for Federal funds (SF 270's) for payment of consultant/contractor deliverables should be submitted to the Grantor after Grantee's acceptance of the deliverables.

## K. Reimbursement for Travel

Reimbursement for travel (transportation, food, and lodging) in the performance of Grant activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the Grantee. Grantees may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the Grantor.

## L. Office Equipment

All requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000 shall be submitted to the Grantor for prior approval.



#### M. Expenses and Purchases Excluded

- (1) Grant funds may not be used for marketing or entertainment expenses.
- (2) Grant funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.

#### N. Grantee Contributions

Contributions to this project by non-Grantor sources are expected to be paid out at the same general rate as Grant funds.

#### O. Grantee Reporting

- (1) The Grantee shall provide interim performance reports and a final performance report. The performance reports will contain information on the following:
  - (a) A comparison of actual accomplishments to the objectives established for the period.
  - (b) The reasons for slippage if established objectives were not met.
  - (c) Additional pertinent information when appropriate.
  - (d) An accounting, by the budget line items approved for this project, of expenses incurred during the reporting period, including the amount of Grant funds on hand at the beginning and end, and non-Grantor share of contributions over the term.
  - (e) The final performance report must contain a summary of activities for the entire Grant period. All required deliverables should be submitted with the final performance report.
- (2) The final SF 425, "Federal Financial Report," shall be submitted to the Grantor within 90 days after the end date of the Grant. Any Grant funds actually advanced and not needed for Grant purposes shall be returned immediately to the Grantor.
- (3) The "Schedule of Reports" in Attachment A provides reporting periods and dates due.

#### P. Reporting Subaward and Executive Compensation Information

The Grantee agrees to comply with the requirements of Part 170 of title 2, CFR, "Reporting Subaward and Executive Compensation Information." The full text of this award term is provided in Attachment C to this Agreement.

## Q. Contractor Deliverables

(1) A disclaimer statement will appear on the title page of any study prepared under this Grant. It will read:

“This study was prepared under contract with the Government of Guam, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the Government of Guam and does not necessarily reflect the views of the Office of Economic Adjustment.”

(2) The contractor identification will appear on the title page of the study funded by this grant.

(3) Any final study shall be submitted electronically. The document will be dated the month and year that it is submitted to the Grantor.

## R. Audits

(1) The Grantee agrees to comply with OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” and the Single Audit Act, 31 U.S.C. § 7502(h).

(2) This award is not for Research and Development, and is made under Catalog of Federal Domestic Assistance (CFDA) title: Community Economic Adjustment Assistance for Establishment, Expansion, Realignment, or Closure of a Military Installation, CFDA Number 12.607.

(3) The Grantee shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The Grantee shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at <https://harvester.census.gov/fac/collect/ddeindex.html#>.

(4) The Grantee shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the Grantor.

(5) The Grantor will seek to issue a management decision to the Grantee within 6 months of receipt of an audit report with findings, and the Grantee shall take timely and corrective action to comply with the management decision.

(6) The Department of Defense reserves the right to conduct an independent follow-up audit.

3. Special Conditions

A. The purpose and scope of this award is to undertake community economic adjustment activities in response to the mission growth on Guam. Changes in the specific activities described in the application and the terms and conditions of this award are allowable only if approved by the Grantor.

B. Prior approval by the Grantor is required for all foreign travel.

C. The Grantee and their consultants/contractors performing United States Government-financed foreign air travel shall travel by U.S. flag air carriers in accordance with the Fly America Act, 49 U.S.C., App. 1517.

THE TERMS OF THIS GRANT ARE AGREED TO BY:

Patrick O'Brien  
\_\_\_\_\_  
Patrick J. O'Brien  
Director  
Office of Economic Adjustment

9/19/2014 1:13:18 PM  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
Franklin Arriola  
Chief of Staff  
Office of the Governor of Guam

\_\_\_\_\_  
DATE

Schedule of Reports  
For  
Guam Military Complex  
FAIN: HQ00051410059

October 1, 2014 through September 30, 2015

<u>Interim Performance Reports</u>	<u>Due Date</u>
10/01/2014 through 12/31/2014	01/31/2015
01/01/2015 through 03/31/2015	04/30/2015
04/01/2015 through 06/30/2015	07/31/2015
07/01/2015 through 09/30/2015	12/31/2015
 <u>Final Performance Report</u>	
10/01/2014 through 09/30/2015	12/31/2015
 <u>Final Federal Financial Report (SF 425)</u>	
10/01/2014 through 09/30/2015	12/31/2015
 <u>Deliverables</u>	
	12/31/2015

System for Award Management (SAM) (previously identified as the Central Contractor Registration) and Universal Identifier Requirements

*A. Requirement for registration in the System for Award Management (SAM)*

Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

*C. Definitions*

For purposes of this award term:

1. *System for Award Management (SAM), previously identified as the Central Contractor Registration (CCR)*, means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. *Entity*, as it is used in this award term, means all of the following, as defined at Subpart C of Part 25 of title 2, CFR:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;

- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

Reporting Subawards and Executive Compensation

A. *Reporting of first-tier subawards.*

1. *Applicability.*

Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph A.1 of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.*

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

B. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.*

You must report executive total compensation described in paragraph B.1 of this award term:

i. As part of your registration profile at <http://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

C. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.*

Unless you are exempt as provided in paragraph D of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and



ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.*

You must report subrecipient executive total compensation described in paragraph C.1 of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. *Definitions.*

For purposes of this award term:

1. *Entity* means all of the following, as defined in Part 25 of title 2, CFR:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and  
ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.*

Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.*

This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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iv. *Change in pension value.*

This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Trafficking Victims Protection Act of 2000 (TVPA)

A. The Grantee, Grantee's employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

B. The Grantor may unilaterally terminate this award, without penalty, if the Grantee or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph A. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A. of this award term through conduct that is either—
  - (a) Associated with performance under this award; or
  - (b) Imputed to the Grantee or the subrecipient using the standards and due process imputed the conduct of an individual to an organization that are provided in Part 180 of title 2, CFR, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the Grantor at Part 376 of title 2, CFR.
  - (c) The Grantee must inform the Grantor immediately of any information the Grantee receives from any source alleging a violation of a prohibition in paragraph A. of this award term.
  - (d) The Grantor's right to terminate unilaterally that is described in paragraph B. of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to the Grantor under this award.

(e) The Grantee must include the requirements of paragraph A. of this award term in any subaward you make to a private entity.

(f) Definitions. For purposes of this award term:

“Employee” means either:

i. An individual employed by the Grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by the Grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

“Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

(a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

(b) A for-profit organization.

“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).