

Government of Guam Subgrant Agreement

Subgrantor Guam Economic Development Authority		Agreement Number 2025-GEDA-GPA-0001	
Subgrantee Guam Power Authority		Agreement Performance Beginning Date February 28, 2025	
		Initial Agreement Expiration Date December 1, 2026	
Subaward Agreement Amount		Fund Expenditure End Date December 31, 2026	
SLFRF	\$35,448,983.97		
Total	\$35,448,983.97	Agreement Authority Authority to enter into this Agreement exists in 12 GCA § 50103.	
Agreement Purpose: In accordance with 12 GCA § 50103, the purpose of this Agreement is to provide funding for the installation of power infrastructure to support the Mangilao Medical Campus Project. The work to be completed under this Agreement by the Subgrantee is more specifically described in Exhibit A.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Federal Provisions. 3. Exhibit C – Agreement with Subrecipient of Federal Recovery Funds In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit B – Federal Provisions. 2. Exhibit C – Agreement with Subrecipient of Federal Recovery Funds 3. Provisions in the main body of this Agreement. 4. Exhibit A – Statement of Work and Budget.			
Principal Representatives For the Subgrantor: Melanie R. Mendiola Guam Economic Development Authority ITC Building, Suite 511 590 S. Marine Corps Drive Tamuning, Guam 96913 mel.mendiola@investguam.com For Subgrantee: John M. Benavente, P.E. Guam Power Authority P.O. Box 2977 Hagåtña, Guam 96932-2977 jbenavente@gpagwa.com			

1. **PARTIES.** This Agreement is entered into by and between the Guam Economic Development Authority (“GEDA”) and the Guam Power Authority (“GPA”) (collectively “the Parties”). The Parties agree to the terms and conditions in this Agreement.
2. **SUBGRANT.** As of the Subgrant Issuance Date, GEDA hereby obligates and awards to GPA grant funds in the amounts shown on the cover page of this Agreement. By accepting the grant funds provided under this Agreement, GPA agrees to comply with the terms and conditions of this Agreement and requirements and provisions of all Exhibits to this Agreement.
3. **TERM AND EFFECTIVE DATE**
 - A. **Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. GEDA shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay GPA for any Work performed or expense incurred before the Effective Date or after the Fund Expenditure End Date.
 - B. **Initial Term.** The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.
 - C. **Early Termination in the Public Interest.** GEDA is entering into this Agreement to serve the public interest of Guam, as determined by the Department of Administration (“DOA”) and provided in the Interagency Grant Agreement executed by and between DOA and GEDA on December 30, 2024. If DOA determines that this Agreement has ceased to further the public interest of Guam or if Government of Guam, Federal or other funds used for this Agreement are not appropriated, or otherwise become unavailable to fund this Agreement, GEDA may terminate this Agreement in whole or in part by providing at least forty-five (45) days’ written notice to GPA that includes, to the extent practicable, the public interest justification for the termination. If GEDA terminates this Agreement in the public interest, GEDA shall pay GPA an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by GEDA, less payments previously made. Additionally, GEDA, in its discretion, may reimburse GPA for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Subgrant Agreement that are incurred by GPA and are directly attributable to the uncompleted portion of GPA’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to GPA hereunder, and shall be in compliance with the 2021 Interim Final Rule, the 2022 Final Rule, and the 2023 Interim Final Rule (“Treasury Rules”) issued by the U.S. Department of the Treasury (“Treasury”), and other applicable federal laws or regulations. This subsection shall not apply to a termination of this Agreement by GEDA for breach by GPA.
 - D. **GPA’s Termination Under Federal Requirements** GPA may request termination of this Agreement by sending notice to GEDA, or to the Federal Awarding Agency with a copy to GEDA and DOA, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then GPA shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.
4. **STATEMENT OF WORK AND BUDGET.** GPA shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. GEDA shall have no liability to compensate GPA for the delivery of any goods or the performance of any services that are not

specifically set forth in this Agreement.

5. PAYMENTS TO GPA

A. Subaward Maximum Amount. GPA shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. GEDA shall have no liability to compensate GPA for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

B. Payment Procedures

- i. GPA shall initiate payment requests by invoice to GEDA, in a form and manner approved by GEDA. To facilitate Fiscal Year End closing, final invoices for each Fiscal Year should be submitted to GEDA by November 15th of the following Fiscal Year.
- ii. GEDA shall pay each invoice within 21 days following the GEDA's receipt of that invoice, so long as the amount invoiced correctly represents work completed by GPA and previously accepted by GEDA during the term that the invoice covers.
- iii. GEDA shall pay GPA's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in this Agreement and shown in the Budget, except that GPA may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as GPA provides notice to GEDA of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any Government of Guam fiscal year, and the change does not modify any requirements of the Work. GEDA shall only pay allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to GPA (i.e. the price paid minus any items of value received by GPA that reduce the cost actually incurred).

The U.S. Department of the Treasury has issued a 2024 Compliance Supplement for Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds ("Compliance Supplement"). The Compliance Supplement provides guidance to auditors and grant recipients regarding the American Rescue Plan Act ("ARPA") State and Local Fiscal Recovery Funds ("SLFRF") and applicable federal regulations, and also provides a guide on how to audit the federal funds.

The procurement requirement under the Compliance Supplement states that, "recipients may use award funds to enter into contracts to procure goods and services necessary to complement one or more of the eligible purposes . . . recipients are expected to have procurement policies and procedures in place that comply with the procurement standards outlined in the Uniform Guidance." Uniform Guidance procurement methods are stated in 2 CFR Part 200 Subpart D - Procurement Standards.

In addition, under Procurement Standards 2 CFR §200.324(c), procurement funded by federal funds "must not use the cost plus a percentage of cost and percentage of construction cost methods of contracting."

- iv. If federal funds or funds from any other non-Government of Guam funds constitute all or some of the Grant Funds, GEDA's obligation to pay GPA shall be contingent upon such non-Government of Guam funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and GEDA's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, GEDA may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. GEDA shall, however, remain obligated to pay for

Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§3.C**.

- v. The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the Government of Guam to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

- C. **Close-Out.** GPA shall close out this Award within 30 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, GPA shall submit to GEDA all Deliverables (including documentation) as defined in this Agreement and GPA's final reimbursement request or invoice. GEDA will withhold 5% of allowable costs set forth in reimbursement requests or invoices submitted by GPA during the final 3 months of the performance period, until all final documentation has been submitted and accepted by GEDA as substantially complete.

6. REPORTING - NOTIFICATION

- A. **Quarterly Reports.** In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, GPA shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by GEDA. Progress reports shall be submitted to GEDA not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by GEDA.
- B. **Performance and Final Status.** GPA shall submit all financial, performance and other reports to GEDA no later than the closeout described in §5C, containing an evaluation and review of GPA's performance and the final status of GPA's obligations hereunder.
- C. **Violations Reporting.** GPA shall disclose, in a timely manner, in writing to GEDA and DOA, all violations of federal, state, or Guam criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The Federal Awarding Agency may seek to impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GPA RECORDS

- A. **Maintenance and Inspection.** GPA shall make, keep, and maintain, all official records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Agreement for a period of five years following the completion of the close out of this Agreement. GPA shall permit GEDA or DOA and its delegates to audit, inspect, examine, excerpt, copy and transcribe all such records at all reasonable times and places during the term of this Agreement, unless GEDA or DOA determines that an audit or inspection is required without notice at a different time to protect the interests of GEDA, DOA or the Government of Guam.
- B. **Monitoring.** GEDA will monitor GPA's performance of its obligations under this Agreement using procedures as determined by GEDA. GPA shall allow GEDA and DOA to perform all monitoring required by the Uniform Guidance and otherwise, based on GEDA and/or DOA's risk analysis of GPA. GEDA shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. GEDA shall monitor GPA's performance in a manner that does not unduly interfere with GPA's performance of the Work.

- C. Final Audit Report.** GPA shall promptly submit to GEDA a copy of any final audit report of an audit performed on GPA's records that relates to or affects this Agreement or the Work, whether the audit is conducted by GPA or a third party.

8. CONFIDENTIAL INFORMATION AND RECORDS

- A. Confidentiality.** Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information, unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.
- B. Other Entity Access and Nondisclosure Agreements.** GPA may provide Government of Guam records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to Government of Guam Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. GPA shall ensure all agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any Government of Guam Confidential Information. GPA shall provide copies of those signed nondisclosure provisions to the Government of Guam upon execution of the nondisclosure provisions if requested by the State.

9. CONFLICTS OF INTEREST

- A. Actual Conflicts of Interest.** GPA shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of GPA under this Agreement. GPA acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the Government of Guam's interests. Absent GEDA's prior written approval, GPA shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of GPA's obligations under this Agreement.

- 10. INSURANCE.** GPA shall ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the Government of Guam.

- A. Workers' Compensation.** Workers' compensation insurance as required by Guam law, and employers' liability insurance covering all Subcontractor employees acting within the course and scope of their employment.

- B. General Liability.** Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

- C. Automobile Liability.** Automobile liability insurance covering any auto (including owned,

hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

- D. Additional Insured.** The Government of Guam shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of GPA's Subcontractors.
- E. Primacy of Coverage.** Coverage required of each Subcontractor shall be primary over any insurance or self- insurance program carried by GPA or the Government of Guam.
- F. Cancellation.** All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to GPA and GPA shall forward such notice to GEDA and DOA in accordance with section 12 (Notices and Representatives) within seven days of GPA's receipt of such notice.
- G. Subrogation Waiver.** All insurance policies secured or maintained by GPA's Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against GPA or the Government of Guam, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- H. Certificates.** GPA shall provide to GEDA and DOA certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if GPA's subcontract is not in effect as of the Effective Date, GPA shall provide to GEDA and DOA certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following GPA's execution of the subcontract. No later than fifteen (15) days before the expiration date of GPA's or any Subcontractor's coverage, GPA shall deliver to GEDA and DOA certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by GEDA or DOA, GPA shall, within seven (7) Business Days following the request by GEDA or DOA, supply to GEDA or DOA evidence satisfactory to DOA of compliance with the provisions of this section.
- 11. DISPUTE RESOLUTION.** The failure of a Party to perform its respective obligations in accordance with the provisions of this subgrant agreement is a breach of this subgrant agreement. In the event of disputes concerning performance hereunder or otherwise related to this subgrant agreement, the Parties shall attempt to resolve them at the agency level. Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this subgrant agreement that cannot be resolved by agency representatives shall be referred in writing to the Office of the Governor for resolution.
- 12. NOTICES and REPRESENTATIVES.** Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

13. GENERAL PROVISIONS

- A. Assignment.** GPA's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of GEDA and DOA. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of GPA's rights and obligations approved by GEDA and DOA shall be subject to the provisions of this Agreement.
- B. Subcontracts.** GPA shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of GEDA. GPA shall submit to GEDA a copy of each such subaward or subcontract upon request by GEDA. All subawards and subcontracts entered into by GPA in connection with this Agreement shall comply with all applicable federal and Guam laws and regulations, shall provide that they are governed by the laws of Guam, and shall be subject to all provisions of this Agreement.
- C. Binding Effect.** All provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References.** The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts.** This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- G. Entire Understanding.** This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.
- H. Modification.** GEDA may modify the terms and conditions of this Agreement by issuance of an Amended Agreement, which shall be effective if GPA countersigns the Agreement or accepts Grant Funds following its receipt of the Amended Agreement. The Parties may also agree to modification of the terms and conditions of the Agreement in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Guam law.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority.** Any reference in this Agreement to a statute, regulation, rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. GPA shall strictly comply with all applicable Federal and Guam laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- J. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

- K. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- L. Waiver.** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- M. Standard and Manner of Performance.** GPA shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in GPA's industry, trade, or profession.
- N. Licenses, Permits, and Other Authorizations.** GPA shall secure and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- O. Federal Provisions.** GPA shall comply with all applicable requirements of Exhibits B and C at all times during the term of this Agreement.
- P. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Guam. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of Guam, and the Parties hereby irrevocably consent to the jurisdiction of such courts.

IN WITNESS of the above provisions, the Parties have executed this Agreement on the last of the dates below stated.

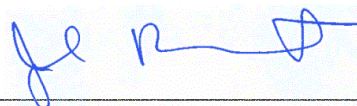
For the Guam Economic Development Authority:



MELANIE R. MENDIOLA,
CEO/Administrator

Date 2/28/2025

For the Guam Power Authority:



JOHN M. BENAVENTE, P.E.
General Manager

Date 3/2/2025

EXHIBIT A. STATEMENT OF WORK AND BUDGET

1. **PURPOSE.** GEDA is entering into this subaward of ARPA funds with GPA to fund the installation of power infrastructure for the Mangilao Medical Campus (“MMC”) project. For details on the ARPA funding, see Interagency Grant Agreement executed by and between DOA and GEDA executed on December 31, 2024.

2. **NOTIFICATION**

To GEDA:

Melanie R. Mendiola, CEO/Administrator
mel.mendiola@investguam.com
Guam Economic Development Authority
ITC Building, Suite 511
590 S. Marine Corps Drive
Tamuning, Guam 96913

To GPA:

John M. Benavente, P.E., General Manager
jbenavente@gpagwa.com
Guam Power Authority
P.O. Box 2977
Hagåtña, Guam 96932-2977

3. **PERFORMANCE PERIOD.** The performance period and expiration date are stated on the Agreement cover page. GEDA shall not be responsible or liable for goods or services delivered or performed prior to issuance of this Agreement.

4. **DEFINITIONS**

- “ARPA” means the American Rescue Plan Act of 2021.
- “SLFRF” means State and Local Fiscal Recovery Fund.

5. **PERSONNEL**

A. Responsible Administrator. GPA’s performance hereunder shall be under the direct supervision of John M. Benavente, P.E., General Manager of GPA, who is hereby designated as the responsible administrator of this project. The responsible administrator may delegate oversight of the Work – not including contracting authority—to another GPA employee, if prior notice of the delegation is provided to DOA and the delegee meets at least the following minimum qualifications:

1. College degree or minimum of four years’ experience in government administration, procurement, project administration, and/or construction management.
2. Strong oral and written communication and interpersonal skills.
3. Strong organizational and problem-solving skills.
4. Familiarity with Guam governmental operations.

B. Other Personnel

1. GPA represents that, in addition to the expertise of its current employees, GPA will leverage the available expertise of other Government of Guam agencies where it believes such expertise can be productively applied.
2. Further notwithstanding the above, GEDA and GPA agree that efficient, effective completion of the scope of work will require GEDA to procure professional services including but not limited to design and engineering services as well as inspection and construction management services, and that such procured professional services are eligible expenses for Grant Funds.

C. Secondment from Other Government of Guam Agencies. If GPA determines that it would be advantageous to formally second staff with particular expertise from another Government of Guam agency to GPA, GPA may make such request to the contact designated by GEDA and in the manner prescribed by GEDA, who will forward such request to DOA. The request should, at a minimum, include the expertise requested, together with any suggestions for Government of Guam staff possessing the needed expertise, the anticipated timeframe of the secondment, and the proposed funding source for the secondment.

D. Procured Professional Services. GEDA and GPA expressly contemplate that GPA will contract for the provision of certain professional services in support of the Work and the Services, including but not limited to architectural and engineering design, environmental assessment, construction, and construction management and inspection services.

6. WORK TASKS AND DELIVERABLES

A. Work tasks. GPA will develop a project strategy for efficient completion of the Work, consistent with the below budget narrative. GPA will procure, as necessary, professional and construction services and organize the assistance of other Government of Guam agencies and, as appropriate, enter into memoranda of agreement with those agencies and other entities. GPA will oversee all activities, ensure that all activities are consistent with this Agreement and process invoices for payment as required in memoranda of agreement with other agencies and entities. GPA will, in coordination with the GEDA and the Office of the Governor, lead public communication efforts. GPA will be lead communicator with Guam regulatory and inspection agencies for the project. GPA will oversee the budget against project completion and will coordinate the preparation of periodic reports as described below.

GEDA is authorized by 12 GCA § 50103 to finance, acquire, construct, reconstruct, rehabilitate, or improve hospital facilities, and provide such hospital facilities to serve the general public and to make reasonably accessible to all the people of Guam modern and efficient hospital facilities. To assist in achieving this objective, GEDA is subawarding grant funds to and/or contracting with other entities, including GPA, to complete the initial phase of the Mangilao Medical Campus Project, including design and construction of primary utility infrastructure (electrical power, water and wastewater), and prepare an Environmental Condition of Property report which analyzes environmental, archaeological, physical, geology and other characteristics of the MMC property or portions thereof in compliance with local and federal laws and regulations. The MMC property will be identified by DOA.

Preliminary analysis indicates that the proposed location for the medical campus lacks basic infrastructure to support not only the MMC but also developments within the surrounding area.

Electrical Power

GPA provides power and power infrastructure to Guam through the use of oil-fired power generators (94.3%) and renewable power generation (5.7%). Currently electricity is distributed to the grid around the medical campus site. New development would require additional electrical infrastructure. Under this Agreement, GPA agrees to design and construct the additional

electrical infrastructure. Once completed, GPA will apportion sufficient electrical supply from the generating capacity installed to meet the needs of the MMC.

Preliminary analysis indicates that the following electrical infrastructure may be required:

- Power substation
- Power tie-ins from GU-15
- Transmission lines that intercept Barrigada-Pulantat for aboveground transmission lines
- Dedicated feeder serving the new hospital
- Additional circuit utilized for backfeed capabilities

The design process that will be instituted by GPA will confirm electrical infrastructure requirements.

B. Specific deliverables:

1. Architectural and engineering design of plans and construction specifications for electrical power infrastructure to bring needed infrastructure to the campus site, including as necessary power substations, power tie-ins from Route 15, transmission lines that intercept Barrigada-Pulantat for above-ground transmission lines, a dedicated feeder serving the new campus, an additional circuit utilized for backfeed capabilities, and other electrical facilities as determined to be advisable in consultation with the Guam Power Authority.
2. GPA will procure the construction of the new Fadian Substation, which will be equipped with a 30 MVA power transformer, indoor 34.5 kV and 13.8 kV breakers, underground conductors, protective relays, and other required equipment. Additionally, GPA will procure the construction of two new transmission lines to interconnect the new Fadian Substation with island power grid. These transmission lines will include manholes, risers, and #1000 KCMIL aluminum underground conductors, routed from the intersection of Route 10 and Route 15 to the Fadian Substation.

7. REPORTING

A. Annual and Final Report(s). GPA will fulfill the performance and financial reporting requirements as outlined in this section.

B. Performance and Financial Reporting Requirements Due Date(s)

1. **Core Performance.** Within 30 days of the execution of this Agreement, GPA will prepare for review and acceptance by GEDA a master calendar with an anticipated schedule for the performance and completion of all core activities required for successful and timely completion of the Work, including but not limited to the specific deliverables detailed above. The Core Performance schedule will subdivide the project as a whole, assigning percentages to appropriate milestones quantified to appropriately state, on a weekly basis, the percentage complete the project as a whole is against the scheduled percentage of completion.
2. **Monthly.** Due by the 1st of the month, GPA will submit its Monthly Report to GEDA. The Monthly Report will include ((i) the Core Performance actual and scheduled percentages; (ii) milestones achieved in the last month; (iii) planned activities for the next two months; (iv) an abbreviated budget overview of expenses paid to date, unpaid expenses incurred, and Grant Funds that remain. The Monthly Report will also list vendor invoices received in the previous month and expected vendor billings for the next two months. The Monthly Report will also list Government of Guam staff other than GPA staff employed on the project in the previous month and any expected other-than-GPA Government of Guam staff participation requested for the next two months. Each Monthly Report should also include a brief narrative

of the previous month’s project successes and, as appropriate, a brief analysis of any challenges encountered.

- 3. **Quarterly.** GPA will submit a quarterly Grant Itemization Report with evidence of expenditures in a form that complies with U.S. Department of Treasury reporting requirements and meet with GEDA to resolve any questions or comments. If the U.S. Department of Treasury changes reporting requirements, GPA agrees to comply with the revised requirements.

- 4. **Annually.** GPA shall submit an annual report as specified below. These reports shall include but are not limited to a summary of the following:
 - Progress as to Specific Deliverables
 - Budget v. Actuals
 - Anticipated potential upcoming challenges
 - Project utilization of non-GPA Government of Guam resources
 - Upcoming project efficiency or other opportunities
 - Economic impact reporting

The annual reports are due according to the schedule below:

- Report 1: May 15, 2025
- Report 2: May 15, 2026

GPA shall provide GEDA with an explanation and action plan for any performance measurements that are not on target.

BUDGET AND PAYMENT

Payments shall be made in accordance with the provisions set forth in the Grant and its attached exhibits, including this Exhibit A. The maximum amount payable under the terms and conditions of this Agreement shall not exceed \$35,448,983.97. Any amount in excess of these totals, must be agreed to by both parties, must be provided by a properly executed option or amendment to this Agreement.

The Guam Power Authority (GPA) provided a cost estimate for the Interagency Agreement between DOA and GEDA executed on December 30, 2024, estimating costs to provide a new looped underground transmission line from Route 10 to the MCC, a new indoor substation, and new distribution upgrades to provide upgraded service to the MCC and surrounding areas. The cost estimate, which is attached to the Interagency Agreement is incorporated by reference herein as if fully set forth in its entirety in this Agreement.

POWER COST ESTIMATE	
New indoor substation	\$ 12,484,469.26
New transmission underground lines	\$15,876,635.62
New underground dedicated feeder and backup tie-in	\$ 7,087,879.09
TOTAL	\$ 35,448,983.97

Matching Funds

No match required.

Grant Funds

2025-GEDA-GPA-0001 \$35,448,983.97

8. ADMINISTRATIVE REQUIREMENTS**A. Accounting**

1. At all times from the Effective Date of this Grant until completion of the Work, GPA shall maintain properly segregated books of Grant Funds, matching funds (if any), and other funds associated with the Work.
2. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.
3. GPA shall assume responsibility for seeing that all funding is expended, accounted for and reported, consistent with underlying agreements, program objectives and with allowable cost, applicable rules and regulations addressed by 2 CFR 200 and originating grant award provisions.
4. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by GEDA in an amendment to this Agreement properly executed and approved pursuant to GEDA procedures.
5. In no event shall GPA's total consideration exceed the amount indicated in "Budget" above.
6. Reimbursement requests must include the standard reimbursement summary sheet and supporting documentation of the amounts listed on the summary sheet, including but not limited to an original ticked general ledger from the host accounting system.

B. Monitoring. GEDA shall monitor this Work on an as-needed basis. GEDA may choose to audit the business activities performed under this Grant. GPA shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the participant's pertinent activity under this Grant in a form consistent with good accounting practice.

C. Discretionary Audit. GEDA, or any of its duly authorized representatives, including an independent Certified Public Accountant of GEDA's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit GPA's (and any of GPA's contractor's) records, books, accounts and other relevant documents. Such a discretionary audit may be requested at any time and for any reason from the effective date of this Agreement until three (3) years after the date final payment for the project is received by GPA or applicable federal audit period, whichever is later. The cost of a discretionary audit will be borne by the GEDA.

D. Mandatory Audit. Whether or not GEDA calls for a discretionary audit as provided above, GPA

shall provide GEDA copies of annual audit reports for the period of the project. In addition, GPA shall supply GEDA with copies of all correspondence from any auditor related to any findings relevant to the project. If an audit reveals evidence of non-compliance with applicable requirements, or other issues pertaining to the administration of federal funds, GEDA reserves the right to institute compliance, or other appropriate measures, to address audit findings.

E. Specific Terms and Conditions

1. Expenses incurred by GPA in association with this project **prior to the Effective Date and after December 31, 2026** are not eligible Grant expenditures under this grant and will not be reimbursed by GEDA.
2. GPA will maintain an office conveniently located and easily accessible to the community.
3. GPA will maintain a publicly listed telephone in the name of the "Guam Power Authority" The phone will be answered "Guam Power Authority" or "GPA."
4. GPA's office will be staffed and operational during normal business hours.
5. All advertising or other promotional materials developed or distributed in connection with conferences or other meetings or gatherings must contain the following statement: "Reasonable accommodations for persons with disabilities will be made, if requested in advance."
6. GPA employees, volunteers, and paid consultants must sign and abide by the applicable conflict of interest policy.
7. The responsible administrator or his delegate must actively participate in any calls scheduled by GEDA or DOA concerning the Grant Work and must respond to all email inquiries from either as soon as reasonably possible.
8. All off-island travel using grant funds must be approved by GEDA and DOA before travel occurs.

9. Additional Terms and Conditions. All terms and provisions from the following Exhibits apply in full effect for this Grant Award:

This Exhibit A: Statement of Work and Budget

Exhibit B: Federal Provisions

Exhibit C. Agreement with Subrecipient of Federal Recovery Funds

EXHIBIT B. FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The Government of Guam is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, applicable Treasury Rules, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipients), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or Government of Guam agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Expenditure Category (EC)” means the category of eligible uses as defined by the US

Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Government of Guam or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient or a subgrantor to support the performance of the Federal project or program for which the Federal funds were awarded. A subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to GPAs unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.2. “Unique Entity ID Number” means the Unique Entity ID established by the federal government for a Grantee/Subgrantee at <https://sam.gov/content/home>

3. COMPLIANCE.

3.1. GPA shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The Government of Guam, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. GPA shall maintain the currency of its information in SAM until GPA submits the final financial report required under the Award or receives final payment, whichever is later. GPA shall review and update SAM information at least annually.

4.2. UEI. GPA shall provide its Unique Entity ID to GEDA and DOA, and shall update GPA’s information in SAM.gov at least annually.

5. REPORTING.

5.1. If GPA is a subrecipient of the Award pursuant to the Transparency Act, GPA shall report data elements to SAM, to GEDA and to DOA as required in this Exhibit. No direct payment shall be made to GPA for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of GPA’s obligations under this Grant.

6. SUBRECIPIENT REPORTING REQUIREMENTS

6.1. Subrecipient shall report as set forth below.

6.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

6.1.1.1. Subrecipient Unique Entity ID;

- 6.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
- 6.1.1.3. Subrecipient parent's organization Unique Entity ID;
- 6.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 6.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 6.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 6.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 6.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 6.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 6.2. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and DOA. DOA may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, DOA will provide notice of such additional reporting requirements via Exhibit D: SLFRF Reporting Modification Form.

7. PROCUREMENT STANDARDS.

- 7.1. Procurement Procedures. A subrecipient shall use its own documented procurement procedures which reflect applicable Guam law and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 7.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 7.3. Procurement of Recovered Materials. If a subrecipient is a Government of Guam Agency, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 7.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 7.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

8. ACCESS TO RECORDS.

- 8.1. GPA shall permit GEDA and/or DOA and their auditors to have access to GPA’s records and financial statements as necessary for DOA to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

9. SINGLE AUDIT REQUIREMENTS.

- 9.1. If GPA expends \$750,000 or more in Federal Awards during GPA’s fiscal year, GPA shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 9.2. Election. GPA shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program- specific audits). GPA may elect to have a program-specific audit if GPA expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 9.2.1. Exemption. If GPA expends less than \$750,000 in Federal Awards during its fiscal year, GPA shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the Government of Guam, and the Government Accountability Office.
 - 9.2.2. Subrecipient Compliance Responsibility. GPA shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. GPA shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

10. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 10.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions.

Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

- 10.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 10.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 10.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 10.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). An Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and

recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 10.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 10.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

11. CERTIFICATIONS.

- 11.1. Subrecipient Certification. GPA shall sign a “Government of Guam Agreement with Recipient of Federal Recovery Funds” Certification Form in Exhibit C and submit to GEDA with signed grant agreement.
- 11.2. Unless prohibited by Federal statutes or regulations, GEDA and/or DOA may require GPA to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if GPA fails to meet a requirement of the Federal award. GPA shall certify in writing to the Government of Guam at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

12. EVENT OF DEFAULT AND TERMINATION.

- 12.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and GEDA may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the GEDA under the Grant, at law or in equity.
- 12.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 12.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 12.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 12.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 12.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 12.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit C. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The Government of Guam has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and GEDA, a subrecipient of ARPA funds awarded to the Government of Guam, and your organization is signing and certifying the same terms and conditions included in the Government of Guam's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from GEDA, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified by the Governor.

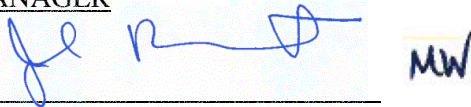
Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: GUAM POWER AUTHORITY

Authorized Representative: JOHN M. BENAVENTE

Title: GENERAL MANAGER

Signature: _____



3/2/2025

TERMS AND CONDITIONS

1. USE OF FUNDS.

- A. GPA understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- B. GPA will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. PERIOD OF PERFORMANCE.

The period of performance for this subaward is shown on page one of this Agreement. GPA may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. REPORTING.

GPA agrees to comply with any reporting obligations established by Treasury as they relate to this award. GPA also agrees to comply with any reporting requirements established by the Governor's Office and DOA.

4. MAINTENANCE OF AND ACCESS TO RECORDS.

- A. GPA shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of GPA in order to conduct audits or other investigations.
- C. Records shall be maintained by GPA for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. PRE-AWARD COSTS.

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. ADMINISTRATIVE COSTS.

GPA may use funds provided under this award to cover both direct and indirect costs. GPA shall follow guidance on administrative costs issued by the Governor's Office and DOA.

7. COST SHARING.

Cost sharing or matching funds are not required to be provided by GPA.

8. CONFLICTS OF INTEREST.

The Government of Guam understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. GPA and Contractors must disclose in writing to the DOA or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.112. DOA shall disclose such conflict to Treasury.

9. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.

- A. GPA agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the

foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and GPA shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

B. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. REMEDIAL ACTIONS. In the event of GPA's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. HATCH ACT. GPA agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. FALSE STATEMENTS. GPA understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. DEBTS OWED THE FEDERAL GOVERNMENT.

- A. Any funds paid to GPA (1) in excess of the amount to which the GPA is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by GPA shall constitute a debt to the federal government.
- B. Any debts determined to be owed to the federal government must be paid promptly by GPA. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the GPA knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

14. DISCLAIMER.

- A. The United States expressly disclaims any and all responsibility or liability to GPA or third persons for the actions of GPA or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- B. The acceptance of this award by GPA does not in any way establish an agency relationship between the United States and GPA.

15. PROTECTIONS FOR WHISTLEBLOWERS.

- A. In accordance with 41 U.S.C. § 4712, GPA may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of GPA, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. GPA shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 16. INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), GPA should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company- owned, rented or personally owned vehicles.
- 17. REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), GPA should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and GPA should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, GPA provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to GPA's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. GPA ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. GPA acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). GPA understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, GPA shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. GPA understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the GPA's programs, services, and activities.
3. GPA agrees to consider the need for language services for LEP persons when GPA develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. GPA acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon GPA and GPA's successors, transferees, and assignees for the period in which such assistance is provided.
5. GPA acknowledges and agrees that it must require any sub-grantees, contractors,

subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the GPA and GPA's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. GPA understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates GPA, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates GPA for the period during which it retains ownership or possession of the property.
7. GPA shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. GPA shall comply with information requests, on-site compliance reviews and reporting requirements.
8. GPA shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. GPA also must inform the Department of the Treasury if GPA has received no complaints under Title VI.
9. GPA must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between GPA and the administrative agency that made the finding. If GPA settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If GPA has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If GPA makes sub-awards to other agencies or other entities, GPA is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document Government of Guam agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.