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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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William Cass, P.E. Commissioner

David Rodrigue, P.E. Assistant Commissioner
Andre Briere, Colonel, USAF (RET) Deputy Commissioner

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

Bureau of Aeronautics July 27, 2023

REQUESTED ACTION

Authorize the Department of Transportation to accept and expend grant revenue in the amount of \$50,250 in FY24 and \$45,675 in FY25 for a total of \$95,925 from the Federal Aviation Administration to cover eligible administrative costs upon the date of Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funds shall be accepted and expended within 04-096-096-964010-2107 Aeronautics, as follows:

Table with 7 columns: Item ID, Current Budget FY2024, Requested Change, Revised Budget FY2024, Current Budget FY2025, Requested Change, Revised Budget FY2025. Rows include Aeronautics Expenses and various sub-items like Personal Services, Overtime, and Equipment.

080 500710 Out of State Travel Reimbursement	4,700	0	4,700	4,700	0	4,700
Total	\$1,506,519	\$50,250	\$1,556,769	\$1,390,738	\$45,675	\$1,436,413
<b>Source of Funds</b>						
<b>Revenue:</b>						
000-409151 Federal Funds	\$0	\$50,250	\$50,250	\$0	\$45,675	\$45,675
009-407571 Agency Income	250,000	0	250,000	250,000	0	250,000
000-000010 General Funds	1,256,519	0	1,256,519	1,140,738	0	1,140,738
Total	\$1,506,519	\$50,250	\$1,556,769	\$1,390,738	\$45,675	\$1,436,413

### EXPLANATION

The Department is eligible to receive an additional \$95,925 from cooperative agreements with the Federal Aviation Administration (FAA). The purpose of the cooperative agreements is to provide the State with administrative funds for personnel, contracting, and other actual costs necessary to administer and oversee state block grants provided in accordance with the Infrastructure Investment and Jobs Act, herein referred to as the Bipartisan Infrastructure Law (BIL) grant programs, including the Airport Infrastructure Grant (AIG) program, the FAA Contract Tower (FCT) grant program, and the Airport Terminal Program (ATP) grant program (hereinafter called "BIL Grant Programs").

Prior to the 2020 pandemic, the Department, Bureau of Aeronautics (BOA) managed one major federal program (Airport Improvement Program) to fund infrastructure improvement for airports in the state. Since that time, the Department BOA is now managing four additional federal airport programs, that include Coronavirus Aid, Relief, and Economic Security Act (CARES), Coronavirus Response and Relief Supplemental Appropriations Act (CRSSA), American Rescue Plan Act (ARPA) and now BIL.

The FAA issued these administrative funds to offset the personnel and associated costs for the BIL program, that will continue for the next 5-years (FFY 2022-2026). The Department did not increase the level of staff to manage these new FAA programs. The expenditure funds below will provide the necessary overtime and part-time personnel as required to manage the BIL program.

#### Aeronautics (2107)

- Class 018      Increase Overtime by \$44,350 to manage new federal programs.
- Class 050      Increase Personal Services-Temp by \$39,000 to manage new federal programs.
- Class 060      Increase Benefits by \$12,575 for associated class 018 and 050 increases.

Your approval of this resolution is respectfully requested.

Sincerely,



William J. Cass P.E.  
Commissioner

WJC/tlsl  
Enclosures: as stated



U.S. Department  
of Transportation  
Federal Aviation  
Administration

July 17, 2023

Director  
Division of Aeronautics, Rail and Transit  
John O. Morton Building  
7 Hazen Drive  
Concord, NH 03301

Dear Ms. Michelle Winters:

The FY 2022 Cooperative Agreement (hereinafter the "Agreement") for the administration of state block grants provided in accordance with Bipartisan Infrastructure Law grant programs is attached for execution. This letter outlines basic information about the Agreement and the steps you must take to enter into this Agreement. Please read the Agreement, including the terms and conditions, carefully before accepting this offer. You may not make any modification to the text, terms, or conditions of the Agreement.

**Cooperative Agreement Number:** CA-NH-ADMN-BIL-2022-01

**Term of the Cooperative Agreement:** The Term starts on the date of the Effective Date of the Agreement and ends on June 30, 2025.

**Limitation of Funds:** \$50,250.00

**Payment Request:** Each payment request, with supporting documentation, under this Agreement must be submitted electronically via the Delphi Invoicing System for the Department of Transportation (DOT). As described in Section IV. (C) of this Agreement, *SF-1034, Public Voucher for Purchases and Services Other than Personal*, must be completed and submitted with supporting documentation. FAA is not prescribing a specific format for the supporting documentation to allow for flexibility. Rather, this documentation needs to briefly explain the high-level amounts reported by categories listed on the SF-1034. For example, if personnel costs are listed for the reporting period, the supporting documentation should include the number of personnel, their title, associated pay rate, and hours recorded for that reporting period totaling the number reported on the SF-1034. Individual names should not be included.

While annual submissions are the minimum frequency, State Block States may elect to submit such requests more frequently. FAA encourages State Block States to consider such an option.

**Closeout Date:** October 28, 2025, unless a written extension has been granted by FAA.

**Closeout Documentation:** This documentation must include a spreadsheet of cost categories charged under this agreement, including any remaining balance overall, and general information about any contracts issued under the Cooperative Agreement.

To enter into this Agreement, you must do the following:

1. The governing body must give authority to execute the Agreement to the individual signing the Agreement (hereinafter "authorized representative").
2. The authorized representative must electronically sign the Agreement.
3. The authorized representative's signature must be obtained and finalized no later than August 29, 2023.
4. The fully executed Agreement will then be automatically sent to all parties as an email attachment.

Mr. Jeffrey Brown at (202)267-7203 or [jeffrey.a.brown@faa.gov](mailto:jeffrey.a.brown@faa.gov), is the assigned program manager for this Agreement and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts.

Sincerely,

*Robin K. Hunt*

Robin K. Hunt (Jul 17, 2023 06:04 PDT)

Robin K. Hunt  
Manager, BIL Branch  
Office of Airports

Enclosure Cooperative Agreement: CA-NH-ADMN-BIL-2022-01



## **FY 2022 COOPERATIVE AGREEMENT**

CA-NH-ADMN-BIL-2022-01

**Between**

**STATE OF NEW HAMPSHIRE**

**and the FEDERAL AVIATION ADMINISTRATION**

*Cooperative Agreement Letter*

The Federal Aviation Administration (FAA) hereby enters into Cooperative Agreement No. CA-NH-ADMN-BIL-2022-01 with: State of New Hampshire in accordance with the contributions designated in this document in Section III, Contributions of the Parties. The total funded amount of this Agreement is: **\$50,250.00**.

The purpose of this Cooperative Agreement is to provide the State with administrative funds for personnel, contracting, and other costs necessary to administer and oversee state block grants provided in accordance with the Infrastructure Investment and Jobs Act, herein referred to as the Bipartisan Infrastructure Law (BIL) grant programs, including the Airport Infrastructure Grant (AIG) program, the FAA Contract Tower (FCT) grant program, and the Airport Terminal Program (ATP) grant program (hereinafter called "BIL Grant Programs").

The Term of this Cooperative Agreement as stated in Section VI, Term and Termination, of this Agreement aligns with the period of availability of the BIL administrative funds. The terms and conditions of this Cooperative Agreement are described in the following pages. The State and the FAA acknowledge acceptance of this Cooperative Agreement and agree to abide by all of the terms and conditions set forth herein.

In WITNESS WHEREOF, the parties hereto affix their signatures as follows:

Robin K. Hunt

Office of Airport, BIL

*Robin K. Hunt*

Robin K. Hunt (Jul 17, 2023 06:04 PDT)

Robin Hunt, Manager, BIL

Curtis Fields

FAA Contracting Officer

*Curtis Fields*

Curtis Fields (Jul 17, 2023 09:07 EDT)

Curtis Fields, Contracting Officer

07/17/2023

Date

07/17/2023

Date



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

State of New Hampshire Department of Transportation

*Michelle L. Winters*

Michelle L. Winters (Jul 17, 2023 13:43 EDT)

Signature of Authorized Official

Michelle L. Winters

Typed Name and Title of Authorized Official

07/17/2023

Date

State of New Hampshire Secretary of State

Signature

Typed Name and Title

Date

New Hampshire Department of Justice

For State/Commonwealth

*Christina Wilson*

Christina Wilson (Jul 18, 2023 12:16 EDT)

Signature of Council/Attorney

Christina Wilson

Typed Name and Title of Council/Attorney

07/18/2023

Date



## **I. GENERAL PROVISIONS**

### **A. Parties to the Agreement**

The parties to this Cooperative Agreement (hereinafter the "Agreement") are as follows:

- The Federal Aviation Administration (FAA), an agency of the Department of Transportation, United States Government,
- State of New Hampshire, (hereinafter designated "the State"), an approved State Block Grant Program (SBGP) participant that provides FAA airport development grant funds to covered airports as defined below in accordance with 49 United States Code (U.S.C.) § 47128.

### **B. Effective Date**

The effective date of this Agreement is the last date of signature on the foregoing Cooperative Agreement Letter. This offer will expire, and the FAA will not be obligated to pay any part of the costs under this Agreement unless this offer has been accepted by the State on or before August 29, 2023.

### **C. Authority**

This Agreement is authorized by 49 U.S.C. § 106(l)(6), which permits the FAA Administrator to enter into cooperative agreements on such terms and conditions as the Administrator may consider appropriate.

## **II. DESCRIPTION OF STATE BLOCK GRANT PROGRAM AND PURPOSE OF ADMINISTRATIVE FUNDS**

### **A. Background**

In accordance with 49 U.S.C. § 47128 and the Infrastructure Investment and Jobs Act, herein referred to as the Bipartisan Infrastructure Law (BIL) (Public Law 117-58), the FAA has entered into a Memorandum of Agreement (MOA) with the State to provide grant funds for airport planning, development, and noise program implementation projects at designated non-primary airports in the State (covered airports) through the SBGP.

By providing administrative funding directly to the State to administer the SBGP on behalf of the FAA for grants issued under the BIL, the FAA will increase the efficiency of implementation and oversight of the FAA grant funds provided through the BIL for the Airport Infrastructure Grant (AIG) program, the FAA Contract Tower (FCT) grant program, and the Airport Terminal Program (ATP) grant program (hereinafter called "BIL Grant Programs").

### **B. Objectives**

The objectives of this Agreement are to:

- (1) Provide funds to the State for personnel, contracting, and other costs to administer and oversee grants provided under the BIL Grant Programs.
- (2) Support effective implementation, administration, and oversight of the BIL Grant Programs for covered airports.
- (3) Implementation of the State's and covered airports' compliance with Federal obligations for the BIL Grant Programs.

### **C. Scope**

The State must implement, administer, and oversee the SBGP BIL Grant Programs for the covered airports. The State will use the funds provided to it by the FAA along with its own funds, as appropriate, to achieve the foregoing objectives. The State must submit reimbursable cost requests to the FAA in accordance with the following requirements:

- (1) The costs must be incurred within the Term outlined in this Agreement;
- (2) The costs must be derived from activities associated with the specific objectives outlined in this Agreement; and
- (3) The State must submit supporting documentation in a format prescribed by the FAA, no less than annually, for review and reimbursement determinations.

Upon receipt of the appropriate documentation, the FAA will review the State's request for reimbursement and, if approved, provide timely payment under the terms of this Agreement.



### III. CONTRIBUTIONS OF THE PARTIES

The contributions of the parties to this Agreement are as follows:

#### A. FAA Contributions and Limitation of Funds

The FAA will provide cash contributions to the State in the amount of **\$50,250.00** out of the BIL administrative funds. Notwithstanding any other provisions herein, and unless expressly agreed in writing, the FAA's total cash contribution shall in no event exceed this amount.

#### B. Reimbursement of Costs

These funds will serve to reimburse eligible and allowable costs as defined below. The parties agree the FAA level of funding may not be, nor is it intended to be, sufficient to cover the full costs of administering the SBGP as described in this Agreement.

In addition, while FAA funds may be used for the direct, general, and administrative expenses of accomplishing the objectives of this Agreement, in no case shall these funds be used for payment of legal or other costs for the State relating to the formation of this Agreement or any sub-agreements issued under AIG, ATP and/or FCT grants.

Financial reporting for reimbursement and funding will be in accordance with Section IV, Required Submissions to the FAA.

For administrative costs associated with BIL Grant Programs for any fiscal year, reimbursement requests must be submitted no later than June 30, 2025.

#### C. Eligible and Allowable Costs

The following costs are eligible and allowable for reimbursement under the Agreement provided proper documentation is submitted to the FAA:

- (1) Costs incurred to disburse grant funds to covered airports under the BIL Grant Programs;
- (2) Costs incurred for administrative activities related to the implementation, administration, and oversight of the BIL Grant Programs;
- (3) Costs incurred to develop and implement a statewide Capital Improvement Plan (CIP) for covered airports for effective administration of the BIL Grant Programs; and
- (4) Costs incurred to perform oversight of covered airports to ensure public safety and compliance with the BIL Grant Programs' terms, conditions, and assurances including:
  - a. Airspace reviews related to BIL Grant Programs to ensure public safety in accordance with FAA regulations;
  - b. Covered airports' compliance with Federal obligations for the BIL Grant Programs as stipulated in the BIL grant agreements; and
  - c. Training for State and covered airports personnel to effectively implement, administer, and oversee the BIL Grant Programs.

#### D. Ineligible or Unallowable Costs

Specific project costs, which are those costs specifically attributable to a project being funded under the BIL Grant Programs, are not allowable costs under this Agreement. These costs are normally performed by consultants or internal local or State personnel on behalf of the airport sponsor for the completion of a specific grant funded project. Such project costs may be charged to the appropriate BIL Grant Programs project grant if the costs fall within the scope of the grant agreement.





#### **IV. REQUIRED SUBMISSIONS TO THE FAA**

##### **A. Documentation Required for Reimbursement**

The State will provide supporting documentation for all pay requests submitted, which includes any records needed to help substantiate and authenticate the payment requests submitted for costs incurred in accordance with the Agreement. Further, the State will comply with all Federal financial reporting and payment requirements outlined in its SBGP MOA and SBGP grant agreements and accompanying grant assurances.

##### **B. Payment Request System**

Unless otherwise directed by the FAA, the State must make each payment request with supporting documentation under this Agreement electronically via the Delphi Invoicing System for the Department of Transportation (DOT).

##### **C. Reporting**

The State must submit invoices at least annually using SF-1034, Public Voucher for Purchases and Services Other than Personal. Such invoices shall be accompanied by a brief description of all activities and accomplishments during the reporting timeframe, including information on measurable outcomes that track covered airport Fiscal Year allocations, subawards issued to covered airports including the amounts, and the remaining balance of such subawards. If the State is using these funds for CIP development, the documentation should include data on AIG funds being applied to new or rehabilitation pavement projects during the reporting period.

##### **D. Closeout**

Unless the FAA authorizes a written extension, the State must submit all Agreement closeout documentation and liquidate (pay-off) all costs incurred under this Agreement no later than 120 calendar days after the end date prescribed under the Term herein. If the State does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Agreement within one year after the end date prescribed in the Term with the information available at the end of 120 days.

##### **E. Recoupment**

The FAA shall have the right to recoup its cash contributions under this Agreement from the State in the event, and in the amount, that costs previously reimbursed are ineligible.

#### **V. DISPUTE RESOLUTION**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, either party may terminate this Agreement in accordance with VI.B below.

#### **VI. TERM AND TERMINATION**

The Term of this Agreement is governed by the following stipulations.

##### **A. Term**

The Term of this Agreement aligns with the period of availability of the BIL administrative funds. The Term starts on the date of the Effective Date of this Agreement and ends on June 30, 2025.

The Term end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Agreement.

##### **B. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations which might require payment.

##### **C. Undue Delay**

The State and FAA must carry out and comply with the terms of the Agreement without undue delays and in accordance with the BIL Grant Programs, applicable statutes, regulations, and the Secretary of Transportation (Secretary's) policies, standards, and procedures.



## **VII. LIABILITY AND INDEMNIFICATION**

Except as specifically provided in this Agreement, the FAA, for itself and its contractors, assumes no liability under this Agreement for loss arising out of the conduct or activities undertaken by the State, affiliates, associates, or its contractors, or any third party in connection with this Agreement. The FAA will not indemnify the State, affiliates, associates, its contractors, or any third party against any third-party claims or third-party liability.

In accordance with State law, the State shall obtain appropriate insurance and take other appropriate steps to protect itself or others for any loss it may incur in connection with performance under this Agreement. If permitted by State law, the State may be self-insured. The substance of this Section shall be included in all contracts and other agreements with third parties at any tier. The provisions of this Section shall survive termination or expiration of this Agreement.

## **VIII. SPECIAL PROVISIONS**

### **A. Applicable Laws**

This Agreement is in furtherance of the SBGP MOA and the BIL Grant Programs, nothing herein shall impair or replace the State's obligations under grants issued under the BIL Grant Programs. This includes the State's obligation to comply with all the following requirements incurred as part of its grant agreement and grant assurance obligations under the BIL Grant Programs:

- (1) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted and implemented by the Department of Transportation (DOT) in 2 CFR Part 1201.
- (2) *Executive Order 13513* - Ban on Texting While Driving
- (3) 2 CFR § 175.15 – Trafficking in Persons
- (4) 2 CFR § 170.105 – Reporting Subawards and Executive Compensation

### **B. Civil Rights Act**

The State shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs and provide a certification to that effect. This requirement is in support and furtherance of the State's civil rights requirements more fully stated in grants issued under the BIL Grant Programs.

### **C. Audit**

The General Accounting Office, the Department of Transportation, and the FAA or its designee will have the right to review and audit the books and records of the State and cognizant contractors (see the associated requirement below in paragraph M, Contracting by the State) to the extent necessary to verify the allowability of costs under this Agreement and as otherwise required by law.

The State shall maintain during the Term of this Agreement and three (3) complete calendar years after the final action on this Agreement, such books and records as are reasonably necessary to accurately reflect its operations under this Agreement. Further, the periods of access and examination shall continue for the time necessary to dispose of appeals, litigation, claims, disputes, or exceptions arising from performance or costs/expenses incurred under this Agreement, which may exceed three complete calendar years.

### **D. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

### **E. Force Majeure**

Neither party will be liable to the other for any unforeseeable event not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement, and which it has not been able to overcome by the exercise of due diligence, including but not limited to natural disasters or human strife and disputes. The party unable to perform shall use its best efforts to resume performance, suspending it only for that period reasonably necessary to overcome the effects of the force majeure event. If performance is suspended for more than seven (7) days, the party unable to perform shall provide weekly progress reports with a forecast of recovery, for the period of suspension.



#### **F. System of Award Management (SAM) Registration and Universal Identifier**

Unless the State or subcontractor to this Agreement is exempted from this requirement under 2 CFR § 25.110, the State and subcontractor must maintain the currency of its information in the SAM until the State submits the final financial report required under this Agreement or receives the final payment, whichever is later. This requires that the State and any subcontractor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at: <http://www.sam.gov>). Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

#### **G. Severability**

In the event that any Section and/or parts of this Agreement are determined to be void, such Section or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided herein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and they shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

#### **H. Construction of Agreement**

This Agreement is authorized under 49 U.S.C. § 106 (l)(6). Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

#### **I. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. However, this Agreement is in furtherance of, and support of, the SBGP MOA and the BIL Grant Programs, and nothing herein shall impair the State's obligations under those agreements.

#### **J. Amendments**

This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by the State and the FAA.

#### **K. Relationship of Parties**

The legal relationship between the FAA and the State shall be none other than that expressly specified in this Agreement, and nothing in this Agreement shall be construed to create any relationship of partnership, joint venture, agency, or fiduciary duty between the parties, or to impose any liability or obligation on either party except those liabilities and obligations expressly stated herein. Nothing in this Agreement shall be construed to confer any legal or equitable rights, express or implied, on any person or entity other than the parties hereto.

#### **L. Limitation of Assignment**

Neither party may assign its rights or obligations under this Agreement to any other entity or person without the other party's prior express written consent.

#### **M. Contracting by the State**

The State may enter into contracts in its own name for the purpose of carrying out the objectives of this Agreement. The terms and conditions awarded at all tiers will include such terms and conditions from this Agreement as appropriate or otherwise designated.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

July 17, 2023

Director  
Division of Aeronautics, Rail and Transit  
John O. Morton Building  
7 Hazen Drive  
Concord, NH 03301

Dear Ms. Michelle Winters:

The FY 2023 Cooperative Agreement (hereinafter the "Agreement") for the administration of state block grants provided in accordance with Bipartisan Infrastructure Law grant programs is attached for execution. This letter outlines basic information about the Agreement and the steps you must take to enter into this Agreement. Please read the Agreement, including the terms and conditions, carefully before accepting this offer. You may not make any modification to the text, terms, or conditions of the Agreement.

**Cooperative Agreement Number:** CA-NH-ADMN-BIL-2023-01

**Term of the Cooperative Agreement:** The Term starts on the date of the Effective Date of the Agreement and ends on June 30, 2026.

**Limitation of Funds:** \$45,675.00

**Payment Request:** Each payment request, with supporting documentation, under this Agreement must be submitted electronically via the Delphi eInvoicing System for the Department of Transportation (DOT). As described in Section IV. (C) of this Agreement, *SF-1034, Public Voucher for Purchases and Services Other than Personal*, must be completed and submitted with supporting documentation. FAA is not prescribing a specific format for the supporting documentation to allow for flexibility. Rather, this documentation needs to briefly explain the high-level amounts reported by categories listed on the SF-1034. For example, if personnel costs are listed for the reporting period, the supporting documentation should include the number of personnel, their title, associated pay rate, and hours recorded for that reporting period totaling the number reported on the SF-1034. Individual names should not be included.

While annual submissions are the minimum frequency, State Block States may elect to submit such requests more frequently. FAA encourages State Block States to consider such an option.

**Closeout Date:** October 28, 2026, unless a written extension has been granted by FAA.

**Closeout Documentation:** This documentation must include a spreadsheet of cost categories charged under this agreement, including any remaining balance overall, and general information about any contracts issued under the Cooperative Agreement.

To enter into this Agreement, you must do the following:

1. The governing body must give authority to execute the Agreement to the individual signing the Agreement (hereinafter "authorized representative").
2. The authorized representative must electronically sign the Agreement.
3. The authorized representative's signature must be obtained and finalized no later than August 29, 2023.
4. The fully executed Agreement will then be automatically sent to all parties as an email attachment.

Mr. Jeffrey Brown at (202)267-7203 or [jeffrey.a.brown@faa.gov](mailto:jeffrey.a.brown@faa.gov), is the assigned program manager for this Agreement and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts.

Sincerely,

*Robin K. Hunt*

Robin K. Hunt (Jul 17, 2023 06:06 PDT)

Robin K. Hunt  
Manager, BIL Branch  
Office of Airports

Enclosure Cooperative Agreement: CA-NH-ADMN-BIL-2023-01



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## FY 2023 COOPERATIVE AGREEMENT

CA-NH-ADMN-BIL-2023-01

Between

STATE OF NEW HAMPSHIRE

and the FEDERAL AVIATION ADMINISTRATION

*Cooperative Agreement Letter*

The Federal Aviation Administration (FAA) hereby enters into Cooperative Agreement No. CA-NH-ADMN-BIL-2023-01 with: State of New Hampshire in accordance with the contributions designated in this document in Section III, Contributions of the Parties. The total funded amount of this Agreement is: **\$45,675.00**.

The purpose of this Cooperative Agreement is to provide the State with administrative funds for personnel, contracting, and other costs necessary to administer and oversee state block grants provided in accordance with the Infrastructure Investment and Jobs Act, herein referred to as the Bipartisan Infrastructure Law (BIL) grant programs, including the Airport Infrastructure Grant (AIG) program, the FAA Contract Tower (FCT) grant program, and the Airport Terminal Program (ATP) grant program (hereinafter called "BIL Grant Programs").

The Term of this Cooperative Agreement as stated in Section VI, Term and Termination, of this Agreement aligns with the period of availability of the BIL administrative funds. The terms and conditions of this Cooperative Agreement are described in the following pages. The State and the FAA acknowledge acceptance of this Cooperative Agreement and agree to abide by all of the terms and conditions set forth herein.

In WITNESS WHEREOF, the parties hereto affix their signatures as follows:

Robin K. Hunt

Office of Airport, BIL

*Robin K. Hunt*

Robin K. Hunt (Jul 17, 2023 06:06 PDT)

Robin Hunt, Manager, BIL

Curtis Fields

FAA Contracting Officer

*Curtis Fields*

Curtis Fields (Jul 17, 2023 09:08 EDT)

Curtis Fields, Contracting Officer

07/17/2023

Date

07/17/2023

Date



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

\_\_\_\_\_  
*State of New Hampshire Department of Transportation*

*Michelle L. Winters*

\_\_\_\_\_  
Michelle L. Winters (Jul 17, 2023 13:44 EDT)

\_\_\_\_\_  
*Signature of Authorized Official*

Michelle L. Winters

\_\_\_\_\_  
*Typed Name and Title of Authorized Official*

07/17/2023

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*State of New Hampshire Secretary of State*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name and Title*

\_\_\_\_\_  
*Date*

New Hampshire Department of Justice

\_\_\_\_\_  
*For State/Commonwealth*

*Christina Wilson*

\_\_\_\_\_  
Christina Wilson (Jul 18, 2023 12:13 EDT)

\_\_\_\_\_  
*Signature of Council/Attorney*

Christina Wilson

\_\_\_\_\_  
*Typed Name and Title of Council/Attorney*

07/18/2023

\_\_\_\_\_  
*Date*



## **I. GENERAL PROVISIONS**

### **A. Parties to the Agreement**

The parties to this Cooperative Agreement (hereinafter the "Agreement") are as follows:

- The Federal Aviation Administration (FAA), an agency of the Department of Transportation, United States Government,
- State of New Hampshire, (hereinafter designated "the State"), an approved State Block Grant Program (SBGP) participant that provides FAA airport development grant funds to covered airports as defined below in accordance with 49 United States Code (U.S.C.) § 47128.

### **B. Effective Date**

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### **C. Authority**

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## **II. DESCRIPTION OF STATE BLOCK GRANT PROGRAM AND PURPOSE OF ADMINISTRATIVE FUNDS**

### **A. Background**

In accordance with 49 U.S.C. § 47128 and the Infrastructure Investment and Jobs Act, herein referred to as the Bipartisan Infrastructure Law (BIL) (Public Law 117-58), the FAA has entered into a Memorandum of Agreement (MOA) with the State to provide grant funds for airport planning, development, and noise program implementation projects at designated non-primary airports in the State (covered airports) through the SBGP.

By providing administrative funding directly to the State to administer the SBGP on behalf of the FAA for grants issued under the BIL, the FAA will increase the efficiency of implementation and oversight of the FAA grant funds provided through the BIL for the Airport Infrastructure Grant (AIG) program, the FAA Contract Tower (FCT) grant program, and the Airport Terminal Program (ATP) grant program (hereinafter called "BIL Grant Programs").

### **B. Objectives**

The objectives of this Agreement are to:

- (1) Provide funds to the State for personnel, contracting, and other costs to administer and oversee grants provided under the BIL Grant Programs.
- (2) Support effective implementation, administration, and oversight of the BIL Grant Programs for covered airports.
- (3) Implementation of the State's and covered airports' compliance with Federal obligations for the BIL Grant Programs.

### **C. Scope**

The State must implement, administer, and oversee the SBGP BIL Grant Programs for the covered airports. The State will use the funds provided to it by the FAA along with its own funds, as appropriate, to achieve the foregoing objectives. The State must submit reimbursable cost requests to the FAA in accordance with the following requirements:

- (1) The costs must be incurred within the Term outlined in this Agreement;
- (2) The costs must be derived from activities associated with the specific objectives outlined in this Agreement; and
- (3) The State must submit supporting documentation in a format prescribed by the FAA, no less than annually, for review and reimbursement determinations.

Upon receipt of the appropriate documentation, the FAA will review the State's request for reimbursement and, if approved, provide timely payment under the terms of this Agreement.





### III. CONTRIBUTIONS OF THE PARTIES

The contributions of the parties to this Agreement are as follows:

#### A. FAA Contributions and Limitation of Funds

The FAA will provide cash contributions to the State in the amount of **\$45,675.00** out of the BIL administrative funds. Notwithstanding any other provisions herein, and unless expressly agreed in writing, the FAA's total cash contribution shall in no event exceed this amount.

#### B. Reimbursement of Costs

These funds will serve to reimburse eligible and allowable costs as defined below. The parties agree the FAA level of funding may not be, nor is it intended to be, sufficient to cover the full costs of administering the SBGP as described in this Agreement.

In addition, while FAA funds may be used for the direct, general, and administrative expenses of accomplishing the objectives of this Agreement, in no case shall these funds be used for payment of legal or other costs for the State relating to the formation of this Agreement or any sub-agreements issued under AIG, ATP and/or FCT grants.

Financial reporting for reimbursement and funding will be in accordance with Section IV, Required Submissions to the FAA.

For administrative costs associated with BIL Grant Programs for any fiscal year, reimbursement requests must be submitted no later than June 30, 2026.

#### C. Eligible and Allowable Costs

The following costs are eligible and allowable for reimbursement under the Agreement provided proper documentation is submitted to the FAA:

- (1) Costs incurred to disburse grant funds to covered airports under the BIL Grant Programs;
- (2) Costs incurred for administrative activities related to the implementation, administration, and oversight of the BIL Grant Programs;
- (3) Costs incurred to develop and implement a statewide Capital Improvement Plan (CIP) for covered airports for effective administration of the BIL Grant Programs; and
- (4) Costs incurred to perform oversight of covered airports to ensure public safety and compliance with the BIL Grant Programs' terms, conditions, and assurances including:
  - a. Airspace reviews related to BIL Grant Programs to ensure public safety in accordance with FAA regulations;
  - b. Covered airports' compliance with Federal obligations for the BIL Grant Programs as stipulated in the BIL grant agreements; and
  - c. Training for State and covered airports personnel to effectively implement, administer, and oversee the BIL Grant Programs.

#### D. Ineligible or Unallowable Costs

Specific project costs, which are those costs specifically attributable to a project being funded under the BIL Grant Programs, are not allowable costs under this Agreement. These costs are normally performed by consultants or internal local or State personnel on behalf of the airport sponsor for the completion of a specific grant funded project. Such project costs may be charged to the appropriate BIL Grant Programs project grant if the costs fall within the scope of the grant agreement.



#### **IV. REQUIRED SUBMISSIONS TO THE FAA**

##### **A. Documentation Required for Reimbursement**

The State will provide supporting documentation for all pay requests submitted, which includes any records needed to help substantiate and authenticate the payment requests submitted for costs incurred in accordance with the Agreement. Further, the State will comply with all Federal financial reporting and payment requirements outlined in its SBGP MOA and SBGP grant agreements and accompanying grant assurances.

##### **B. Payment Request System**

Unless otherwise directed by the FAA, the State must make each payment request with supporting documentation under this Agreement electronically via the Delphi Invoicing System for the Department of Transportation (DOT).

##### **C. Reporting**

The State must submit invoices at least annually using SF-1034, Public Voucher for Purchases and Services Other than Personal. Such invoices shall be accompanied by a brief description of all activities and accomplishments during the reporting timeframe, including information on measurable outcomes that track covered airport Fiscal Year allocations, subawards issued to covered airports including the amounts, and the remaining balance of such subawards. If the State is using these funds for CIP development, the documentation should include data on AIG funds being applied to new or rehabilitation pavement projects during the reporting period.

##### **D. Closeout**

Unless the FAA authorizes a written extension, the State must submit all Agreement closeout documentation and liquidate (pay-off) all costs incurred under this Agreement no later than 120 calendar days after the end date prescribed under the Term herein. If the State does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Agreement within one year after the end date prescribed in the Term with the information available at the end of 120 days.

##### **E. Recoupment**

The FAA shall have the right to recoup its cash contributions under this Agreement from the State in the event, and in the amount, that costs previously reimbursed are ineligible.

#### **V. DISPUTE RESOLUTION**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, either party may terminate this Agreement in accordance with VI.B below.

#### **VI. TERM AND TERMINATION**

The Term of this Agreement is governed by the following stipulations.

##### **A. Term**

The Term of this Agreement aligns with the period of availability of the BIL administrative funds. The Term starts on the date of the Effective Date of this Agreement and ends on June 30, 2026.

The Term end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Agreement.

##### **B. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations which might require payment.

##### **C. Undue Delay**

The State and FAA must carry out and comply with the terms of the Agreement without undue delays and in accordance with the BIL Grant Programs, applicable statutes, regulations, and the Secretary of Transportation (Secretary's) policies, standards, and procedures.



## **VII. LIABILITY AND INDEMNIFICATION**

Except as specifically provided in this Agreement, the FAA, for itself and its contractors, assumes no liability under this Agreement for loss arising out of the conduct or activities undertaken by the State, affiliates, associates, or its contractors, or any third party in connection with this Agreement. The FAA will not indemnify the State, affiliates, associates, its contractors, or any third party against any third-party claims or third-party liability.

In accordance with State law, the State shall obtain appropriate insurance and take other appropriate steps to protect itself or others for any loss it may incur in connection with performance under this Agreement. If permitted by State law, the State may be self-insured. The substance of this Section shall be included in all contracts and other agreements with third parties at any tier. The provisions of this Section shall survive termination or expiration of this Agreement.

## **VIII. SPECIAL PROVISIONS**

### **A. Applicable Laws**

This Agreement is in furtherance of the SBGP MOA and the BIL Grant Programs, nothing herein shall impair or replace the State's obligations under grants issued under the BIL Grant Programs. This includes the State's obligation to comply with all the following requirements incurred as part of its grant agreement and grant assurance obligations under the BIL Grant Programs:

- (1) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted and implemented by the Department of Transportation (DOT) in 2 CFR Part 1201.
- (2) *Executive Order 13513* - Ban on Texting While Driving
- (3) 2 CFR § 175.15 – Trafficking in Persons
- (4) 2 CFR § 170.105 – Reporting Subawards and Executive Compensation

### **B. Civil Rights Act**

The State shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs and provide a certification to that effect. This requirement is in support and furtherance of the State's civil rights requirements more fully stated in grants issued under the BIL Grant Programs.

### **C. Audit**

The General Accounting Office, the Department of Transportation, and the FAA or its designee will have the right to review and audit the books and records of the State and cognizant contractors (see the associated requirement below in paragraph M, Contracting by the State) to the extent necessary to verify the allowability of costs under this Agreement and as otherwise required by law.

The State shall maintain during the Term of this Agreement and three (3) complete calendar years after the final action on this Agreement, such books and records as are reasonably necessary to accurately reflect its operations under this Agreement. Further, the periods of access and examination shall continue for the time necessary to dispose of appeals, litigation, claims, disputes, or exceptions arising from performance or costs/expenses incurred under this Agreement, which may exceed three complete calendar years.

### **D. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

### **E. Force Majeure**

Neither party will be liable to the other for any unforeseeable event not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement, and which it has not been able to overcome by the exercise of due diligence, including but not limited to natural disasters or human strife and disputes. The party unable to perform shall use its best efforts to resume performance, suspending it only for that period reasonably necessary to overcome the effects of the force majeure event. If performance is suspended for more than seven (7) days, the party unable to perform shall provide weekly progress reports with a forecast of recovery, for the period of suspension.



#### **F. System of Award Management (SAM) Registration and Universal Identifier**

Unless the State or subcontractor to this Agreement is exempted from this requirement under 2 CFR § 25.110, the State and subcontractor must maintain the currency of its information in the SAM until the State submits the final financial report required under this Agreement or receives the final payment, whichever is later. This requires that the State and any subcontractor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at: <http://www.sam.gov>). Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

#### **G. Severability**

In the event that any Section and/or parts of this Agreement are determined to be void, such Section or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided herein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and they shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

#### **H. Construction of Agreement**

This Agreement is authorized under 49 U.S.C. § 106 (l)(6). Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

#### **I. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. However, this Agreement is in furtherance of, and support of, the SBGP MOA and the BIL Grant Programs, and nothing herein shall impair the State's obligations under those agreements.

#### **J. Amendments**

This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by the State and the FAA.

#### **K. Relationship of Parties**

The legal relationship between the FAA and the State shall be none other than that expressly specified in this Agreement, and nothing in this Agreement shall be construed to create any relationship of partnership, joint venture, agency, or fiduciary duty between the parties, or to impose any liability or obligation on either party except those liabilities and obligations expressly stated herein. Nothing in this Agreement shall be construed to confer any legal or equitable rights, express or implied, on any person or entity other than the parties hereto.

#### **L. Limitation of Assignment**

Neither party may assign its rights or obligations under this Agreement to any other entity or person without the other party's prior express written consent.

#### **M. Contracting by the State**

The State may enter into contracts in its own name for the purpose of carrying out the objectives of this Agreement. The terms and conditions awarded at all tiers will include such terms and conditions from this Agreement as appropriate or otherwise designated.