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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

MAR 25 2026

David Rodrigue, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Aeronautics
January 29, 2026

REQUESTED ACTION

Authorize the Department of Transportation to accept and expend grant revenue in the amount of \$43,950 in FY26 from the Federal Aviation Administration to cover eligible administrative costs upon the date of Governor and Council approval through June 30, 2029. 100% Federal Funds.

From: 04-096-096-964010-2107 Aeronautics \$43,950

04-096-096-964010-2107 Aeronautics	Current Budget FY2026	Requested Change	Revised Budget FY2026
Revenue:			
000-409151 Federal Funds	\$581,071	\$43,950	\$625,021
004-408189 Agency Income	167,135	0	167,135
009-407571 Agency Income	250,000	0	250,000
000-000010 General Funds	1,386,947	0	1,386,947
Total	\$2,385,153	\$43,950	\$2,429,103
Expenses:			
010 500100 Personal Services-Perm	\$596,001	\$0	\$596,001
011 500126 Personal Services-Unclassified	124,023	0	124,023
017 500147 FT Employees special Payments	2,200	0	2,200
018 500106 Overtime	69,194	40,588	109,782
019 500105 Holiday Pay	400	0	400
020 500200 Current Expense	23,791	0	23,791
022 500255 Rents-Leases Other than State	5,700	0	5,700
023 500291 Heat Electricity Water	1,200	0	1,200
024 500225 Maint Other than Build-Grn	4,907	0	4,907
026 500251 Organizational Dues	10,500	0	10,500
029 500290 Intra-Agency Transfers	138,445	0	138,445
030 500311 Equipment New Replacement	361,717	0	361,717
037 500173 Technology-Hardware	8,939	0	8,939
038 500175 Technology-Software	25,093	0	25,093
039 500180 Telecommunications	23,956	0	23,956
040 501587 Indirect Costs	111,050	0	111,050
050 500109 Personal Services-Temp	70,198	0	70,198
057 500534 Book, Periodical, Subscription	500	0	500
060 500601 Benefits	388,194	3,362	391,556
065 500541 Board Expenses	500	0	500
066 500543 Employee Training	900	0	900
070 500704 In-State Travel Reimbursement	1,100	0	1,100
073 509074 Grants-Non Federal	350,000	0	350,000
080 500710 Out of State Travel Reimbursement	6,050	0	6,050

081 509081 Out of State Travel Reimbursement Federal	60,595	0	60,595
Total	\$2,385,153	\$43,950	\$2,429,103

EXPLANATION

The Department is eligible to receive an additional \$43,950 from cooperative agreement (attached) with the Federal Aviation Administration (FAA). The purpose of the cooperative agreement 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, (IIJA) grant programs, including the Airport Infrastructure Grant (AIG) program, the FAA Contract Tower (FCT) grant program, and the Airport Terminal Program (ATP) grant program.

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 has managed 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 IIJA.

The FAA issued these administrative funds to offset the personnel and associated costs for administering the IIJA program, that continued for 5-years (FFY 2022-2026). This is the last (2026) cooperative agreement with FAA. The work associated with the IIJA program is expected to continue for another 4 years. The Department did not increase the level of staff to manage the new FAA IIJA program. The expenditure funds below will be used for overtime to offset other Bureau work that otherwise could not be addressed with the existing staff and current available work hours due to the IIJA program responsibilities.

Aeronautics (2107)

Class 018 Overtime - Federal by \$40,588 for offsetting costs for work not completed by the Bureau due to the IIJA program responsibilities

Class 060 Benefits associated with the Overtime- \$3,362

Your approval of this resolution is respectfully requested.

Sincerely,



William J. Cass, P.E.
Commissioner

WJC/tls
Enclosures: as stated



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

FY 2026 COOPERATIVE AGREEMENT

CA-NH-ADMN-IIJA-2026-01

**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-IIJA-2026-01 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: **\$43,950.00**.

The purpose of this Cooperative Agreement is to provide State of New Hampshire 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 Infrastructure Investment and Jobs Act (IIJA) 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 "IIJA 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 IIJA administrative funds. The terms and conditions of this Cooperative Agreement are described in the following pages. The State of New Hampshire 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:



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

Office of Airport, IIJA

Jesse Carriger (01/20/2026 18:55:21 CST)

Jesse Carriger, Manager, IIJA

01/20/2026

Date

FAA Contracting Officer

Curtis Fields (01/21/2026 08:18:46 EST)

Curtis Fields, Contracting Officer

01/21/2026

Date

State of New Hampshire

For State/Commonwealth

Michelle L. Winters (01/22/2026 12:45:16 EST)

Signature of Authorized Official

01/22/2026

Date

State of New Hampshire

For State/Commonwealth

Christina Wilson (01/23/2026 13:45:12 EST)

Signature of Council/Attorney

01/23/2026

Date



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

State of New Hampshire

For State/Commonwealth

Signature of Authorized Official

Date



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

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 April 30, 2026.

C. Authority

In accordance with the Infrastructure Investment and Jobs Act (P.L. 117-58) and Section 720(c) of the FAA Reauthorization Act of 2024 (P.L. 118-63), give authority to the Secretary to distribute administrative funding to States participating in the SBGP. 49 U.S. C. § 106(l)(6) and 49 U.S. C. § 106(m), permits the FAA Administrator to perform these tasks through the use of cooperative agreements.

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 Infrastructure Investment and Jobs Act (IIJA) (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.

IIJA sets aside appropriations from these grant funds for funding for personnel, contracting and other costs to administer and oversee grants. By providing administrative funding directly to the State to administer the SBGP on behalf of the FAA for grants issued under the IIJA, the FAA will increase the efficiency of implementation and oversight of the FAA grant funds provided through the IIJA for the Airport Infrastructure Grant (AIG) program, the FAA Contract Tower (FCT) grant program, and the Airport Terminal Program (ATP) grant program (hereinafter called "IIJA 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 IIJA Grant Programs.
- (2) Support effective implementation, administration, and oversight of the IIJA Grant Programs for covered airports.
- (3) Implementation of the State's and covered airports' compliance with Federal obligations for the IIJA Grant Programs.



C. Scope

The State must implement, administer, and oversee the SBGP IIJA 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 **\$43,950.00** out of the IIJA 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 IIJA Grant Programs for any fiscal year, reimbursement requests must be submitted no later than June 30, 2029.



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

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

D. Ineligible or Unallowable Costs

Specific project costs, which are those costs specifically attributable to a project being funded under the IIJA 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 IIJA 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 submit reimbursement request at least annually using SF 1034, Public Voucher for Purchases and Services Other than Personal, accompanied with supporting documentation, 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.

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 eInvoicing System for the Department of Transportation (DOT).

C. Reporting

The States shall submit annually a brief description of all activities and accomplishments during the reporting timeframe, including information on measurable outcomes that track covered airport FY allocations. Further, the States will comply with all Federal financial reporting and payment requirements outlined in the SBGP MOA such as but not limited to:



- (1) Request for Advance or Reimbursement (SF-270)
- (2) Federal Financial Report (SF-425), and any other applicable

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. Further, the State will comply with all closeout requirements outlined in the SBGP MOA.

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, TERMINATION, and UNDUE DELAY

The Agreement is governed by the following stipulations.

A. Term

The Term of this Agreement aligns with the period of availability of the IJA administrative funds. The Term starts on the date of the Effective Date of this Agreement and ends on June 30, 2029.

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 IJA Grant Programs, applicable statutes, regulations, and the Secretary of Transportation (Secretary's) policies, standards, and procedures.



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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 and Regulations

This Agreement is in furtherance of the SBGP MOA and the IIJA Grant Programs, nothing herein shall impair or replace the State's obligations under grants issued under the IIJA 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 IIJA Grant Programs.

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 IIJA 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 IJA 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.



U.S. Department
of Transportation
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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.