**SAMPLE**

*This co-sponsorship agreement template is provided as a courtesy for informational and illustration purposes. The template is designed to provide an example of the structure of a co-sponsorship agreement generally, and for use as a guide in drafting a suitable co-sponsorship agreement.*

*You should obtain independent review of applicable federal, state, and local requirements prior to finalizing an agreement.*

*Key provisions to be included in a co-sponsorship agreement*

*Between*

[Party 1]

and

[Party 2]

and

[add additional parties as needed]

THIS AGREEMENT made this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_ by and among the [Party 1], and the [Party 2].

WHEREAS, the [Party 1] was created pursuant to ([Enabling Legislation]), see Exhibit "A" (Sponsor may attach applicable section from enabling legislation identifying the sponsor’s authority to own/operate the airport) and is considered a “sponsor” under 49 U.S.C. § 47102(26); and

WHEREAS, the [Party 2] was created pursuant to (see above provision for suggested language); and

WHEREAS, all of the real property comprising the Airport is owned in fee simple by the [Identify Party 1 or Party 2]; and

WHEREAS, the [Identify Party 1 or Party 2] has the power pursuant to law to acquire, construct, equip, maintain, operate, own and improve the Airport; and

WHEREAS, the [Party 1] and the [Party 2] desire to set forth their respective responsibilities and obligations under the FAA grants, including Airport Improvement Program (AIP) Grants and Bipartisan Infrastructure Law (BIL) Grants, for the operation of the Airport.

NOW, THEREFORE, THE [PARTY 1] AND THE [PARTY 2] AGREE AS FOLLOWS:

1. The parties hereto agree that they will act as Co-Sponsors of the Airport and hereby agree and acknowledge that they are obligated to comply with all rules and regulations of the FAA, including grant assurances and any other rules promulgated by the FAA.

2. The parties agree that they will not take or permit any action which would affect or restrict any of the rights and powers necessary to perform any and all other terms, conditions and assurances in any FAA grant agreement and will act promptly to acquire, extinguish, or modify any outstanding rights which would interfere with such full and complete performance by the parties.

3. The parties agree and acknowledge that, subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, they will not sell, lease, encumber, or otherwise transfer title or dispose of any part of its title or other interest in the Airport without the prior written consent of the FAA.

4. The parties recognize to the extent necessary that the real estate described hereto will be subject to the terms and conditions in all grant agreements, including grant assurances, executed by the parties.

5. The parties agree that the [Identify Party 1 or Party 2] will have full and complete responsibility for the day-to-day operations of the Airport and further be charged with the responsibility of ensuring that all regulations imposed by the FAA are fully met.

6. The parties agree that Grant Assurance 30, *Civil Rights,* extends to all of the programs and activities under the airport program and not just those receiving funding in a particular grant. Responsibility for complying with Grant Assurance 30 cannot wholly be reassigned to one sponsor or the other through a Co-Sponsorship Agreement.

7. The parties agree that [Identify Party 1 or Party 2] will accept the grant agreement.

8. The parties agree that [Identify Party 1 or Party 2] will request, accept receipt of and disburse grant payments.

9. The parties agree that on or before [date] of each year, the [Identify Party 1 or Party 2] will provide full and accurate historical financial information for its operations for the twelve-month period preceding [date]. If applicable, the [Identify Party 1 or Party 2] shall be responsible for consolidating such information and submitting a consolidated financial report on (a) FAA Form 5100-127—Operating and Financial Summary, for reporting airport revenues, expenses, and other financial information; and (b) FAA Form 5100-126—Financial Government Payment Report, for reporting the payments the airport makes to governmental entities, the services the airport performs for governmental entities, and the land and facilities the airport provides to such entities, each in accordance with FAA Advisory Circular 150/5100-19.

10. The parties agree that [Identify Party 1 or Party 2] will provide reports in compliance with the requirements of 2 CFR Part 200 and the grant agreement, including submission of (a) a signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs); (b) an SF-425 (Federal Financial Report); and (c) for non-construction projects, FAA Form 5100-140 (Performance Report) or for construction projects FAA Form 5370-1 (Construction Progress and Inspection Report).

11. The parties agree for the benefit of the FAA’s acceptance of the parties as Co-Sponsors that the duties and responsibilities as Co-Sponsors of the Airport include the transfer of the Airport assets from the [Identify Party 1 or Party 2] and for the [Identify Party 1 or Party 2] to assume the management and operation of the Airport if the [Identify Party 1 or Party 2] is dissolved or the [Identify Party 1 or Party 2] does not or is unable to execute its duties and responsibilities as owner of the Airport assets or Co-Sponsor of the Airport as determined by the [Identify Party 1 or Party 2]. The parties further agree to contact the appropriate FAA Regional Airport Division or FAA Airport District Office for technical assistance at least 180 days in advance or as early in the process as practicable prior to terminating this Agreement.

12. The parties acknowledge that all revenues generated by the Airport property will be expended by each party for the capital or operating costs of the Airport.

13. The parties further agree that from time to time the parties will provide regular reports, and other reports as necessary, to the respective bodies about the operation of the Airport.

14. At all times the parties hereto agree to comply with all conditions of the grant assurances and take whatever action is necessary to ensure full and complete compliance with said grant assurances and any other regulations of the FAA that are applicable or pertinent to the requirements imposed as a condition of the receipt of the grant.

15. This Agreement extends to any and all other grants from the FAA currently existing or awarded in the future unless the parties terminate the agreement and notify the FAA of the termination in writing.

16. Except with respect to the FAA, no provision in this Agreement shall be construed to create any third-party beneficiaries hereunder.

17. Each party agrees that it shall cooperate with the other party and execute and deliver all such other instruments and take all such other actions as may be reasonably requested by the other party from time to time, consistent with the terms of this Agreement, to effectuate the purposes and provisions of this Agreement.

18. This Agreement shall be effective upon its execution by the parties and shall remain in effect until the latter of (i) twenty (20) years from its effective date or (ii) twenty (20) years from the issuance date of the most recent AIP grant supporting the Airport.

19. This Agreement embodies the entire agreement and understanding of the parties hereto in respect to the need to benefit the Airport. This Agreement supersedes all prior agreements and understanding between the parties with respect to such subject matter.

20. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. This Agreement shall not be amended or modified except by agreement in writing executed by the parties. If the agreement is amended or modified, the parties agree to inform the FAA of the changes.

22. In the event any term or provision of this Agreement for any reason is held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same has been held to be invalid, illegal or unenforceable, had never been contained herein.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officers the day and year above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Party 1]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Party 2]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest: