

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COLUMBUS
AIRPORT COMMISSION AND COLUMBUS, GEORGIA, A CONSOLIDATED
GOVERNMENT

WHEREAS, the Columbus Airport Commission submitted an application pursuant to the Airports Coronavirus Response Grant Program to the FAA to assist with operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments; and

WHEREAS, by Grant Agreement dated April 13, 2021, a copy of which is attached hereto, the FAA has offered the sum of \$1,017,784.00; and

WHEREAS, Columbus, Georgia, a Consolidated Government, is required to be named as a co-equal sponsor with the Columbus Airport Commission for this FAA grant and the execution of such Grant Agreement by Columbus, Georgia is necessary for the Columbus Airport Commission to receive the funding anticipated from the FAA; and

WHEREAS, the Columbus Airport Commission by resolution has formally agreed to accept the offer of such grant from the FAA and has caused the Grant Agreement to be executed by its duly authorized officers; and

WHEREAS, the Columbus Council has authorized Mayor B.H. “Skip” Henderson, III to sign the attached Grant Agreement based upon the assurance that all Sponsor responsibilities as outlined in the Grant Agreement will be performed and carried out by or at the direction of the Airport Commission and that Columbus will not perform any Sponsor responsibilities and not suffer any risk or financial liability and a result of signing the Grant Agreement as a Sponsor;

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

In consideration for the Columbus Council's authorization for the Mayor to sign the Grant Agreement and facilitate the receipt of the FAA Grant by the Airport Commission, the Airport Commission hereby agrees as follows:

1. The Columbus Airport Commission agrees that as between the two parties designated as Sponsor to the Grant Agreement, it shall act as the Grant recipient and perform and assume all responsibilities financial and otherwise which a Sponsor may be obligated to carry out under the Grant Agreement.
2. The Columbus Airport Commission will indemnify and hold the Columbus, Georgia consolidated government or any officer, official, agent or employee thereof, harmless against any and all financial obligations of either Sponsor under the Agreement and for claims brought against it resulting from the Project or the Columbus Airport Commission's obligations under the Grant Agreement.

ENTERED INTO THIS ____ day of April, 2021.

Columbus Airport Commission

Columbus, Georgia Consolidated Govt.

By: Don Cook
Title: Chair

By: B.H. "Skip" Henderson, III
Title: Mayor