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

WHEREAS, the FAA has offered a grant pursuant to the Airport Improvement Program to the Columbus Airport (No. 3-13-0035-057-2023); and

WHEREAS, by Grant Agreement No. 3-13-0035-057-2023 dated August 29, 2023, a copy of which is attached hereto, the FAA has offered the sum of \$1,934,847.00; and

WHEREAS, five percent (5%) of such grant amount is due from the Columbus Airport Commission; 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 Agreements 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 grants from the FAA and has caused the Grant Agreements 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 Agreements based upon the assurance that all Sponsor responsibilities as outlined in the Grant Agreements will be performed and carryout out by or at the direction of the Columbus Airport Commission and that Columbus, Georgia will not perform any Sponsor responsibilities and not suffer any risk or financial liability and a result of signing the Grant Agreements 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

Agreements 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 Agreements, 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 Agreements.

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 Grant Agreements

and for claims brought against it resulting from the Project or the Columbus Airport

Commission's obligations under the Grant Agreements.

ENTERED INTO THIS _____ day of September, 2023.

Columbus Airport Commission

Columbus, Georgia Consolidated Govt.

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

By: Arthur Guin

Title: Chair

Mayor