

MEMORANDUM OF UNDERSTANDING
Splashpad and Playground improvements in Uptown Columbus

THE MEMORANDUM OF UNDERSTANDING (this “MOU”), made and entered into this ___ day of _____, 2024, between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the “City”) and UPTOWN COLUMBUS INC. (“Uptown”).

BACKGROUND

Uptown Columbus currently operates a splash pad and playground on property it owns located at 1009 and 1013 Bay Avenue (“the Facilities”). The Facilities were installed and are currently maintained by Uptown for recreational use by the public without any fee or charge.

Uptown is a nonprofit organization with a mission to make the district an exciting, livable, prosperous, and perpetually active place. Uptown has partnered with the City for a variety of projects through the years to enhance the quality of life for all area residents, such as the river restoration project, whitewater rafting, ziplining, special events and festivals, and economic development initiatives.

Uptown has requested financial assistance in the amount of \$250,000 from the City to improve and update the splash pad and playground facilities.

NOW THEREFORE, the parties hereto wish to set forth the general terms of the understanding with respect to the City participation in the repair, and maintenance of the splash pad and playground as outlined below.

AGREEMENT

1. The City agrees to make a one-time payment in the amount of \$250,000 to upgrade, repair and improve the Facilities which were installed by Uptown on its property located at 1009 and 1013 Bay Avenue.
2. Uptown will privately fund any additional amounts required to complete the renovations and upgrade of the facilities.
3. Uptown will privately supervise and manage the renovations and repairs of the Facilities.
4. Uptown will privately fund the repair and maintenance of the Facilities as needed for the remainder of the Term as defined below.
5. Uptown will ensure that the Facilities remain in safe and attractive condition and are open to the public on a regular basis for the remainder of the Term.
6. Throughout the Term, Uptown will monitor the condition of the Facilities on a regular basis and make any necessary repairs.
7. Uptown will hold the City harmless and indemnify it for any claims or actions brought against it resulting from the repair and maintenance of the Facilities and shall all indemnify the City for any and all claims arising from the public use of the Facilities which are alleged to be caused by the negligence of Uptown or its agents, employees or contractors.
8. Uptown will provide proof of insurance in form and amount satisfactory to the Finance Department of the City.

TERM

The term of this agreement will end on June 30, 2034. This term can be extended by mutual agreement between the City and Uptown.

IN WITNESS WHEREAS, the parties have caused this Memorandum to be executed as of the date and year first written above.

CONSOLIDATED GOVERNMENT
OF COLUMBUS, GEORGIA

By: _____
City Manager

UPTOWN COLUMBUS, INC.

By: _____