

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA
AND
COLUMBUS STATE UNIVERSITY

This MEMORANDUM OF UNDERSTANDING (the "Agreement"), made and entered into this ___ day of August, 2020, by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF COLUMBUS STATE UNIVERSITY ("CSU") for an Advocacy thru Arts Project ("Project");

WHEREAS, CSU is the part of the University System of Georgia, enrolling approximately 8,400 students in a wide variety of degree programs;

WHEREAS, CSU desires to commission a public arts initiative to support racial justice and has requested to utilize a city wall located at 18th Street and 5th Avenue; and

WHEREAS, CSU has submitted externally a grant proposal to fund the public arts initiative.

NOW THEREFORE, In order thereby to carry out the public purposes as set forth above, the City and CSU hereby agrees as follows:

1. City's Obligations. (a) The City agrees to allow CSU to utilize the wall located at 18th Street and 5th Avenue for a public arts initiative to support racial justice.

(b) The City shall approve the art concept prior to the start of the project.

2. CSU's Obligations. Subject to the approval of its external grant proposal to fund the public arts initiative:

(a) CSU will be fully responsible for the financial requirements of this project.

(b) CSU will be required to provide a traffic plan and get all necessary permits needed if any lane closure(s) are required, closure/obstruction of the sidewalk area, and use of the right of way.

(c) CSU is responsible for all maintenance of the wall during the period this contract is in effect.

(d) CSU will be required to coordinate with adjoining property owners/businesses in the immediate area.

(e). CSU will obtain waiver(s) from any grant participant(s) working on the wall releasing the City and CSU from any and all claims that may accrue due to personal injury or due to loss, destruction, or vandalism to the art or the wall.

3. Cooperation. The parties will cooperate with each other in good faith in pursuing the completion of the undertakings of the parties hereunder.

4. Governing Law. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

5. Entire Agreement. This Agreement expresses the entire understanding and agreement between the parties hereto.

6. Severability. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

7. Counterparts. 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.

8. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing executed by the parties hereto.

9. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or three (3) days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the Authority, at the addresses shown below or at such other addresses as may be furnished by the City or the Authority in writing from time to time:

City: Consolidated Government of Columbus, Georgia
100 Tenth Street (Zip 31901)
P.O. Box 1340
Columbus, Georgia 31902
Attention: City Manager

With a copy to: Clifton C. Fay
City Attorney
P.O. Box 1340
Columbus, Georgia 31902

CSU: Columbus State University
Deborah E. Bordelon, Ph.D.
Provost and Executive Vice President

4225 University Avenue
306 Richards Hall
Columbus, Georgia 31907-5645

10. Limitation of Rights. Nothing in this Agreement express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

11. Term of the Agreement. This agreement will remain in effect for 1 year of the date of this agreement and can be renewed for four (4) additional one-year periods with the written approval of both parties.

COLUMBUS, GEORGIA

Date Signed: _____ By _____
Isaiah Hugley, City Manager

Attest _____
Sandra T. Davis, Clerk of Council

Approval as to Form:

Clifton C. Fay, City Attorney

Columbus State University

Date Signed: _____ By _____
Deborah E. Bordelon, Ph.D., Provost and
Executive Vice President

Attest _____
General Counsel