

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 November, 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 which will convey a positive uplifting message of unity and equality within the City 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 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 promote unity and equality, ("the Project").
 - (b) The City shall approve and review the plans and design of the proposed artwork 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 the installation, maintenance and removal of this project.
 - (b) CSU will be required to provide a traffic plan to the City Manager and the Engineering Department 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) Should the project not be executed in accordance with the approved plans and design, CSU will agree to remove the non-compliant artistic material at its own expense within three business days.

- (d) CSU is responsible for all maintenance of the artistic material on wall during the period this contract is in effect whether necessitated by vandalism, weather, automobile accident or any other causes. CSU shall also be responsible for any damage to the wall itself or wall structure that is caused as a result of the placement or maintenance of the Project. The City will be responsible for any structural damage to the wall itself caused by weather or automobile accident but will be under no obligation to repair the wall so that the Project can be reinstalled.
- (e) CSU will be required to coordinate with adjoining property owners/businesses in the immediate area.
- (f) CSU will obtain waiver(s) from any grant participant(s), CSU employees or students, or other volunteers 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, and such waivers will be filed with the City Manager.

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:

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. The City reserves the right to terminate the Agreement upon sixty (60) days' written notice.

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