

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA
AND
DRAGONFLY TRAILS, INC.

This MEMORANDUM OF UNDERSTANDING (the "Agreement"), made and entered into this 12th day of May, 2026, by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and Dragonfly Trails, Inc. for donations of bicycle repair stations ("Project").

WHEREAS, Dragonfly Trails, Inc. is a nonprofit organization that works to sustain and enhance communities within Columbus by use of the Dragonfly Trail network;

WHEREAS, Dragonfly Trails, Inc. seeks to improve the health of walkers and cyclists using the trail network; and

WHEREAS, Dragonfly Trails, Inc. desires to provide cyclists using the trail additional support through the donation and deployment of bicycle self-service repair stations.

NOW THEREFORE, in order to carry out the public purposes as set forth above, the City and Dragonfly Trails, Inc. hereby agree as follows:

1. City's Obligations.
 - (a) The City agrees to allow Dragonfly Trails, Inc. access to the trail network to inspect and service the stations.
 - (b) The City shall have final approval of the proposed locations of the repair stations.
 - (c) The City shall install each donated station per the manufacturer's instructions.
2. Dragonfly Trails, Inc.'s Obligations.
 - (a) Dragonfly Trails, Inc. will be fully responsible for the financial requirements of this Project including the purchase of each station and the cost of subsequent repairs to each station.
 - (b) Dragonfly Trails, Inc. is responsible for all maintenance of the stations during the period this Agreement is in effect.
 - (c) Dragonfly Trails, Inc. will hold the City harmless and indemnify it for any claims due to loss, destruction or vandalism to the stations during the term of the Agreement.
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 or Dragonfly Trails, Inc., at the addresses shown below or at such other addresses as may be furnished by the City or Dragonfly Trails, Inc. 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: Mayor

With a copy to:

City Attorney
P.O. Box 1340
Columbus, Georgia 31902

Dragonfly Trails, Inc.:

Dragonfly Trails, Inc.
P. O. Box 266
Columbus, Georgia 31902

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 from the date first written above 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 this Agreement upon sixty (60) days written notice.

COLUMBUS, GEORGIA

Date Signed: _____

B.H. "Skip" Henderson, III, Mayor

Attest _____

Lindsey G. McLemore, Clerk of Council

Approval as to Form:

Clifton C. Fay, City Attorney

Dragonfly Trails, Inc.

Date Signed: _____ By _____

Becca Zajac, Executive Director

Attest