

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

This MEMORANDUM OF UNDERSTANDING (the "Agreement"), made and entered into this \_\_\_ day of December, 2022, by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and the DRAGONFLY TRAILS, INC. ("DFI") for a Public Art Project ("Project").

WHEREAS, DFI is a nonprofit organization that promotes recreation, transportation, and connectivity of the greenway trails in Columbus;

WHEREAS, DFI desires to enhance the Martin Luther King Jr. Blvd.'s trail connection to the River; and

WHEREAS, DFI desires to improve the 11<sup>th</sup> Street Viaduct by adding public art in accordance with the Public Art Policy adopted by Council on October 27, 2020, Resolution No. 335-20.

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

1. City's Obligations.
  - (a) The City agrees to allow DFI to utilize the 11<sup>th</sup> Street Viaduct, East end, to add public art.
  - (b) The City shall approve the plans and design of the proposed artwork prior to the start of the Project.
2. DFI's Obligations.
  - (a) DFI will be fully responsible for the financial requirements of this Project.
  - (b) DFI 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), closure/obstruction of the sidewalk area, and/or use of the right of way are required.
  - (c) Should the Project not be executed in accordance with the approved concept and plans, DFI will agree to remove the non-compliant artistic material at its own expense within three business days.
  - (d) DFI is responsible for all maintenance of the artwork during the period this

Agreement is in effect.

- (e) DFI will be required to coordinate with adjoining property owners/businesses in the immediate area.
- (f) DFI will obtain waiver(s) from any participant(s) working on the artwork releasing the City and DFI from any and all claims that may accrue due to personal injury or due to loss, destruction, or vandalism to the artwork, and such waivers shall be filed with the City Manager.
- (g) DFI will hold the City harmless and indemnify it for any claims due to loss, destruction or vandalism to the art or the viaduct during the term of the Agreement.
- (h) DFI or its contractors will obtain liability and property and casualty insurance acceptable to the Finance Director.

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 DFI, at the addresses shown below or at such other addresses as may be furnished by the City or DFI 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

DFI: DRAGONFLY TRAILS,  
INC.  
1445 2<sup>nd</sup> Ave.  
Columbus, Georgia 31901

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: \_\_\_\_\_

Isaiah Hugley, City Manager

Attest \_\_\_\_\_

Sandra T. Davis, Clerk of Council

Approval as to Form:

\_\_\_\_\_  
Clifton C. Fay, City Attorney

Dragonfly Trails, Inc.

Date Signed: \_\_\_\_\_ By \_\_\_\_\_

Becca Zajac, Executive Director

\_\_\_\_\_  
Attest