

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA
AND
MIDTOWN, 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 MidTown, Inc. for a Public Art Project ("Project").

WHEREAS, MidTown, Inc. is a nonprofit organization that works to sustain and enhance the neighborhoods and businesses within MidTown Columbus;

WHEREAS, MidTown, Inc. desires to enhance the appearance of the bandshell at Lakebottom Park; and

WHEREAS, MidTown, Inc. desires to improve the community connection with Lakebottom Park 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 MidTown, Inc. hereby agree as follows:

1. City's Obligations.
 - (a) The City agrees to allow MidTown, Inc. to access the bandshell in Lakebottom Park, to add public art.
 - (b) The City shall approve the plans and design of the proposed artwork prior to the start of the Project.
 - (c) The City agrees to maintain Lakebottom Park excluding the painted mural.
2. MidTown, Inc.'s Obligations.
 - (a) MidTown, Inc. will be fully responsible for the financial requirements of this Project.
 - (b) MidTown, Inc. will be required to get all necessary permits.
 - (c) Should the Project not be executed in accordance with the approved concept and plans, MidTown, Inc. will agree to remove the non-compliant artistic material at its own expense within three business days.
 - (d) MidTown, Inc. is responsible for all maintenance of the artwork during the period this Agreement is in effect.
 - (e) MidTown, Inc. will be required to coordinate with adjoining property owners/businesses in the immediate area, if applicable.
 - (f) MidTown, Inc. will obtain waiver(s) from any participant(s) working on the

artwork releasing the City and MidTown, Inc. 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 Mayor.

(g) MidTown, Inc. will hold the City harmless and indemnify it for any claims due to loss, destruction or vandalism to the art or the hitting wall during the term of the Agreement.

(h) MidTown, Inc., 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 MidTown, Inc., at the addresses shown below or at such other addresses as may be furnished by the City or MidTown, 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

MidTown, Inc.:

MidTown, Inc.
1327 Wynnton Road
Columbus, Georgia 31906

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

MidTown, Inc.

Date Signed: _____ By _____

Julio A. Portillo, Jr., Executive Director

Attest