

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA
AND
REGIONAL PROSPERITY INITIATIVE,
INC.

This MEMORANDUM OF UNDERSTANDING (the "Agreement"), made and entered into this ____ day of May, 2025, by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and Regional Prosperity Initiative, Inc. for a Public Art Project ("Project").

WHEREAS, Regional Prosperity Initiative, Inc. is a nonprofit organization that promotes regional socioeconomic development in the greater Columbus region;

WHEREAS, Regional Prosperity Initiative, Inc. desires to enhance the appearance of the Frank D. Chester Recreation Center; and

WHEREAS, Regional Prosperity Initiative, Inc. desires to improve the community connection with the Frank D. Chester Recreation Center 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 Regional Prosperity Initiative, Inc. hereby agree as follows:

1. City's Obligations.

(a) The City agrees to allow Regional Prosperity Initiative, Inc. to utilize the hitting wall at Frank D. Chester Recreation Center, 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. Regional Prosperity Initiative, Inc.'s Obligations.

(a) Regional Prosperity Initiative, Inc. will be fully responsible for the financial requirements of this Project.

(b) Regional Prosperity Initiative, Inc. will be required to get all necessary permits.

(c) Should the Project not be executed in accordance with the approved concept and plans, Regional Prosperity Initiative, Inc. will agree to remove the non-compliant artistic material at its own expense within three business days.

(d) Regional Prosperity Initiative, Inc. is responsible for all maintenance of the artwork during the period this Agreement is in effect.

(e) Regional Prosperity Initiative, Inc. will be required to coordinate with adjoining property owners/businesses in the immediate area, if applicable.

(f) Regional Prosperity Initiative, Inc. will obtain waiver(s) from any participant(s)

working on the artwork releasing the City and Regional Prosperity Initiative, 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 City Manager.

(g) Regional Prosperity Initiative, 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) Regional Prosperity Initiative, 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 Regional Prosperity Initiative, Inc., at the addresses shown below or at such other addresses as may be furnished by the City or Regional Prosperity Initiative, 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: City Manager

With a copy to:

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

Regional Prosperity Initiative, Inc.:

Regional Prosperity Initiative, Inc.
P.O. Box 612
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: _____

Isaiah Hugley, City Manager

Attest _____

Lindsey G. McLemore, Clerk of Council

Approval as to Form:

Clifton C. Fay, City Attorney

Regional Prosperity Initiative, Inc.

Date Signed: _____ By _____

Tabetha Getz, Executive Director

Attest