

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

This Addendum is made and entered into as of February 19, 2024, by and between the South Cobb Arts Alliance Inc. ("SCAA") and the City of Powder Springs ("The City"), and amends the Memorandum of Understanding dated August 1, 2023 regarding the Bicycle Artform Project ("BAP").

1. Amendments

Section.1 has been amended to reflect that the language that states the City shall order, purchase and provide five (5) Dual Plate BB Bike Racks for SCAA has been changed to the City shall order, purchase and provide seven (7) Dual Plate BB Bike Racks for SCAA.

Section.1 has been amended to reflect that the language that states funds of in the amount of five thousand five hundred dollars and no/cents (\$5,500) has been changed to seven thousand seven hundred and no cents (\$7,700).

Section.1 has been amended to reflect that the language that states November 20, 2023 has been changed to April 30, 2024.

2. Continuation of Terms

Except as expressly amended or modified by this Addendum, all terms and conditions of the original MOU remain unchanged and in full force and effect.

3. Entire Agreement

This Addendum, together with the original MOU, constitutes the entire agreement between SCAA and The City in relation to the BAP.

4. Governing Law

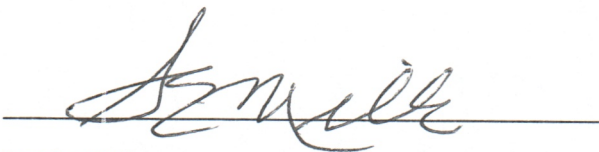
This Addendum shall be governed by the same laws as the original MOU.

If the terms of this Memorandum are acceptable, please indicate your acceptance by signing the two (2) originals of this Understanding in the space provided below with one of each of the originals for Partner use and disposition.

ACCEPTED BY:

A handwritten signature in cursive script, appearing to read "Al Thurman", written over a horizontal line.

Al Thurman, Mayor

A handwritten signature in cursive script, appearing to read "Sandra Miller", written over a horizontal line.

Sandra Miller

Representative for South Cobb Arts Alliance (SCAA)

██████████ or ██████████

AdmArtsCAA@outlook.com

MEMORANDUM OF UNDERSTANDING
Outdoor 2023 Bicycle Artform Project at Powder Springs

This Memorandum of Understanding (hereafter referred to as "Memorandum") is by and between the following two (2) separate organizations (hereafter referred to collectively as "Partner" or "Partners"):

a. South Cobb Arts Alliance, Inc. (hereafter referred to as "SCAA"), with a principal place of business at 3899 Brownsville Road, Powder Springs, GA 30127 with a mailing address of P.O. Box 1037, Austell, GA, 30168, a non-profit 501 (3) (c) arts organization;

and,

b. City of Powder Springs (hereafter referred to as "The City"), Community and Economic Development with a principal place of business at 4484 Marietta Street, Powder Springs, GA 30127, a city government

for the sole purpose of planning and executing a City of Powder Springs outdoor metal art Bicycle Artform Project (hereafter referred to as "BAP") featuring SCAA as the entity managing and directing artists to create and execute designs of outside bicycle artwork inside the parameters of the City.

W I T N E S S E T H

ARTICLE I – GENERAL PURPOSE

Section 1. The City wishes to showcase and display metal bicycle artforms as public art for the enrichment of the community, business organizations, and recreational tourism of the City and its connecting trails and pathways.

Section 2. SCAA shall provide artists and management to support this project design of art and encourage The City's residents and tourists in the appreciation and active participation of the visual public arts.

ARTICLE II – PARTNER RESPONSIBILITIES

Section 1. The City of Powder Springs

The City shall order, purchase and provide five (5) Dual Plate BB Bike Racks for SCAA (its representatives and its artists) to design, and execute a finished piece of art on metal bicycle artforms as public art within the parameters of The City.

In accordance with the BAP, funds in the amount of Five Thousand Five Hundred Dollars and no/cents (\$5,500.00) are being disbursed to SCAA for project management including the distribution of funds to incorporate five (5) artists or art groups.

Upon completion of the BAP finished product, The City shall install the artwork as well as maintain its location.

ARTICLE VI – Contacts

For the purposes of this Memorandum of Understanding, the contacts are listed below.

Section 1. For The City

Marsellas Williams, Economic Development Director
770-943-1666 ext.356

Section 2. For SCAA

SCAA President.

ARTICLE VII – Additional Partners

This Memorandum is made with no contemplation of adding additional Partners beyond the two organizations listed in the memo's preamble.

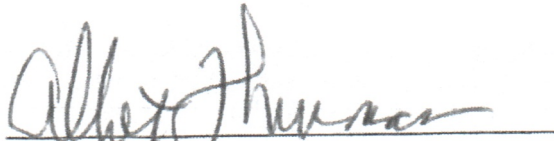
ARTICLE VIII. Agreement Term

The term of this Memorandum shall be for the term commencing on 08/01/2023 and ending November 30, 2023. Either SCAA or The City may terminate this Memorandum at any time without cause upon sixty (60) days written notice to the other party which will allow SCAA and its artists to remove any and all artwork from The City location. Notwithstanding anything herein to the contrary, the City reserves the right to not display or remove from display any work or works of art which it deems insensitive or objectionable.

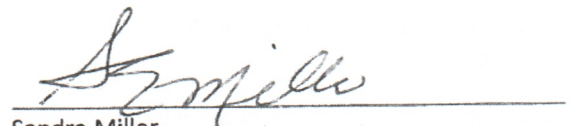
This Memorandum may be amended only with the written consent of all parties. It is understood that all other terms and conditions and any subsequent renewals, amendments and modifications thereto shall remain in full force and effect during the renewal term.

If the terms of this Memorandum are acceptable, please indicate your acceptance by signing the two (2) originals of this Understanding in the space provided below with one of each of the originals for Partner use and disposition.

ACCEPTED BY:



Al Thurman, Mayor



Sandra Miller
Representative for South Cobb Arts Alliance (SCAA)
864-571-0597 or 770-940-1074
AdmArtSCAA@outlook.com