

**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.

Unless otherwise agreed upon by all parties, for planning purposes, The City shall notify SCAA of any changes in business operations hours, or any other circumstances, including events or other scenarios which will affect the artist(s) current or schedule for BAP.

Schedules shall be determined by both Partners, dependent upon arrival of metal structures; including approvals of design; details of delivery/finishing of BAP by artists; and any other mutually agreed process with scheduling of finished artwork on or before November 20, 2023.

## **Section 2. South Cobb Arts Alliance**

SCAA will act as the artists' project manager for the BAP agreement between SCAA and The City. During the artwork process, the agreement shall include the artist's acknowledgement that neither SCAA nor The City are liable for damages or theft, and that the artist will be solely responsible for insuring the artwork when the artist is in possession of the BAP artforms.

SCAA will provide the artist's information, title of work, and other information for placement on the bicycle art as well as for possible use in publications or other social media, press releases or use in tourism/visitor publications. Both SCAA and The City may publicize and promote the BAP.

## **ARTICLE III – Marketing and Publicized Materials of BAP**

**Section 1.** BAP signage indicating the Artist art information shall be approved by all parties, and shall include the SCAA logo, or SCAA name in the artist signage.

**Section 2.** Any collateral publications, text, photos, and information posted for BAP should be agreed upon. Press releases and any other public relations or marketing should be jointly accomplished upon agreement by all Partners.

### **Section 3.**

Photos of the works of art may be taken for publicity purposes of SCAA and The City.

**Section 4.** Both parties shall be granted limited rights to use the logo or service marks of each other's applicable entities to promote BAP and its ongoing event(s) in current or future documents, website or social media, service presentations or grants. If there are any changes to logos, service marks, url and marketing and/or collateral materials, each Party, in a timely manner, shall inform the other of such changes.

## **ARTICLE IV – Investment/Revenue**

The City will pay SCAA for the management of the project. SCAA will take a twenty-five (25%) percent commission of artwork BAP funding with BAP artists being paid an equal fee for each bicycle completed.

**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 \_\_\_\_\_ 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](mailto:AdmArtSCAA@outlook.com)