



To: John McDonough, City Manager
From: Ronnie Young, Recreation & Parks Director
Date: March 10, 2011 for Submission onto the March 15, 2011 City Council Consent Agenda

Description:

To approve the Children's Playable Art Project Memorandum Of Understanding (MOU) with the Sandy Springs Conservancy.

Recommendation:

The Recreation & Parks Department recommends that the City Manager approve the MOU the Children's Playable Art sculptures generated by the project for display at the Abernathy Park.

Background:

The Sandy Springs Conservancy has secured funding and organized a steering committee to guide the project. City staff has met with the steering committee and reviewed the plan.

Discussion:

The MOU is a result of the committee presentation to the city council and discussion on February 1, 2011.

Alternative:

Not accept the sculpture for display on the city park.

Financial Impact:

Funding for the project has been secured by Sandy Springs Conservancy from Northside Hospital. The City will incur some expense for the initial installation and annual upkeep will require annual funding.

Final Impact:

The Children's Playable Art Project will assure that Abernathy Park will be a destination park and a photo opportunity for media and users.

Finance

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this _____ day of _____, 2011 by and between the City of Sandy Springs, Georgia, a municipal corporation, (the “City”) and Sandy Springs Conservancy, Inc., a nonprofit Georgia corporation, (hereinafter “SSC”) and Art Sandy Springs, Inc., a nonprofit Georgia corporation (hereinafter “ArtSS”).

WHEREAS, the parties desire to cooperate to provide a desirable amenity to the City of Sandy Springs and its community; and

WHEREAS, the parties desire to promote the concept of art in public open and green spaces; and

WHEREAS, the parties desire to introduce children to fine art through interactive play; and

WHEREAS, SSC has secured grant funds from Northside Hospital to fund a juried competition to commission the creation of playable art; and

WHEREAS, SSC and ArtSS are interested in partnering with the City to secure locations within the City of Sandy Springs’ Abernathy Park, for the playable art, and

WHEREAS, the playable art will be gifted to the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City, SSC, and ARTSS agree as follows:

1. The City shall:
 - a. Provide SSC and ArtSS existing maps, designs, and other available resources regarding the north portion of the Abernathy Park. Such resources shall include existing site maps and topographic plans/details.
 - b. Make city staff available at reasonable times to provide advice and consultation to SSC and ARTSS.
 - c. As approved by the City, allow the Parks and Recreation Director, Ronnie Young, to participate in advisory panels regarding the playable art and assist in review of proposals.
 - d. Review all proposed playable art recommended by SSC/ArtSS for installation at the Abernathy Park, prior to commissioning full scale preparation. Once City approves the design for the proposed playable art, it shall have the obligation to accept the donation of the art upon completion subject to the terms as set forth in this Agreement.

- e. Provide a delivery site/storage for completed sculptures prior to installation.
- f. Identify and provide a location for the completed sculptures within Abernathy Park, as mutually agreed upon by the City and SSC/ArtSS, prior to the Call for Entries (CFE).
- g. Ensure proper installation of sculptures at the selected site at City expense, and in compliance with federal, state, and local laws.
- h. Recognize all accepted playable art as a gift from the SSC and ArtSS acknowledging the funding made possible by Northside Hospital.
- i. Maintain and conserve sculptures as part of its ongoing maintenance of parks and greenspace in Sandy Springs; provided, however, once donated to the City and accepted by the City, the art shall become the property of the City and the future use and disposition of the art shall be solely within the discretion of the City.
- j. Cooperate with SSC and ArtSS in publicity/unveiling/other public events surrounding completion of project and installation of sculptures as mutually agreed between the parties.

2. SSC and ArtSS shall:

- a. Conduct the juried art competition in conformity with the terms of the grant which, subject to the approval of the City as set forth below, shall at minimum include but not be limited to:
 - i. Developing the CFE.
 - ii. Promulgating the CFE to local, regional and national artists.
 - iii. Providing all entrants with child safety specifications for public play structures and ensuring that all works meet such requirements.
 - iv. Managing a project review process for entries which shall include input from City staff.
 - v. Submitting final proposed playable art sculptures to City for review and approval of the selections pursuant to the terms of the Agreement.
 - vi. Commissioning and setting out delivery dates for the playable art sculptures.
 - vii. Monitoring artist contracts to ensure that contract milestones are met in a timely manner.
 - viii. In conjunction with the City, managing public information, project publicity and event management.

3. Prior to the commencement of the competition as set forth in paragraph 2 above, SSC and ArtSS shall submit a proposal to the City setting out the general terms, conditions, and scope of the competition. Written approval of the terms of the competition by the City Manager must be obtained prior to the City becoming obligated to the terms of this Agreement.

10. Severability. If any term of this Memorandum of Understanding is held by a court of competent jurisdiction to be invalid or enforceable, then this Memorandum of Understanding, including all remaining terms, will remain in full force and effect as if such invalid or unenforceable term has never been included.

11. Headings. Headings used in this Memorandum of Understanding are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, City and SSC and ArtSS have executed this Memorandum of Understanding on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eva Galambos, Mayor

Attest

Sandy Springs Conservancy, Inc.

By: _____
Its: _____

Art Sandy Springs, Inc.

By: _____
Its: _____