1. Introduction

This document shall serve as the "Relationship Statement", as referred to in the July 28, 2011 Kwan Wu Gift Acceptance Letter (<u>Attachment A</u>), between the CITY OF OVERLAND PARK, KANSAS (the "City"), THE ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC., a Kansas not-for-profit corporation ("ARFOP"), and the INTERNATIONAL SCULPTURE FOUNDATION, a Kansas not-for-profit corporation ("ISF"). The City, ARFOP and ISF are each a "Party" and collectively referred to as the "Parties."

This Relationship Statement shall serve as the initial guiding document in an effort to generally define the agreement between the Parties to proceed with the planning, design, construction and operations of the International Sculpture Garden at the Overland Park Arboretum and Botanical Gardens (the "Arboretum"). This Relationship Statement shall serve as a supplement to the development and execution of the International Sculpture Garden Master Design Plan (the "Master Plan"). The Master Plan and its supporting documents shall ultimately serve as the primary document governing the specific details that define each Party's rights, liabilities, concerns, and duties as it relates to the International Sculpture Garden.

This Relationship Statement also acknowledges the Parties continued commitments set forth in the July 28, 2011 Kwan Wu Gift Acceptance Letter (<u>Attachment A</u>), along with responsibilities and promises made in this Relationship Statement.

2. The International Sculpture Garden Mission and Vision

The mission and vision of the International Sculpture Garden will be formally crafted and agreed upon by the Parties as part of the development of the International Sculpture Garden Design Guide (the "Design Guide"), which will establish the planning and design of the International Sculpture Garden as well as the criteria and guidelines on how to accept art pieces for the garden.

The International Sculpture Garden is an international cultural exchange project. The current Chinese - United States Sculpture Garden located at the Arboretum is the first stage of the overall plan for the larger International Sculpture Garden. Themes of the art works in the Chinese – United States Sculpture Garden include Chinese classical and modern culture; current social issues; and historical and cultural celebrities. As part of the ongoing development of the International Sculpture Garden, the Chinese donation source will become one of multiple donation sources that will work together to extend the international scope and reach of the International Sculpture Garden. Ultimately the International Sculpture Garden will accept art works from different countries, including, but not limited to, the Chinese works. Furthermore, a variety of themes and artistic concepts and expressions will be considered and may be included at the International Sculpture Garden.

3. Roles & Responsibilities

A. The City will:

- (1) Participate in the Design Committee to oversee the process of developing a Master Plan and Design Guide for the International Sculpture Garden. (See paragraph 3D)
- (2) Retain overall approval for the location of the International Sculpture Garden, the Master Plan, and the Design Guide.
- (3) Approve and accept an additional six to ten (6-10) pieces by December 2013.

- (4) Have the right to not accept any display of art that is intentionally vulgar, inappropriate, offensive, of poor quality, or otherwise contrary to the interests of the City. Accordingly, the City will have final approval for the acceptance and location of any art work or piece.
- (5) Maintain and operate the International Sculpture Garden.

B. ARFOP will:

- (1) Establish, in cooperation with the other Parties, a Design Committee to oversee the process of developing a Master Plan and Design Guide for the International Sculpture Garden. (See paragraph 3D)
- (2) Engage a design firm to develop a formal Master Plan and Design Guide for the International Sculpture Garden. Engagement of this firm will begin in 2013 and be completed by December 2013. The Design Guide will have defined and agreed upon roles, responsibilities, strategies, tactics, goals and objectives as determined by the Design Committee, including, but not limited to, scheduling and organizing fundraising and program events, donation plans, annual activities, selection of art works by the criteria determined and approved by the Design Committee, budgeting, event planning and management, and planning for future development.
- (3) Fund the expense of the Master Plan up to a cost not to exceed \$50,000. The design proposal shall address all aspects documented in the contract scope of work (Attachment B).
- (4) Develop a schedule and initiate regular weekly meetings to document progress and strategize towards completing the tasks, including but not limited to, those defined in this Relationship Statement. A schedule is listed below:

<u>Tasks</u> Complete the Master Plan	Status In Progress	Target Complete Date 09/30/13
Identify # of pieces we can accept	Complete	5/14/12
Determine where pieces are placed	Complete	11//09/12
Develop fundraising campaign	In Progress	8/30/13
Determine initial criteria to accept pieces during the interim until the Design Guide is finalized.	Complete	3/30/13
Identify participants to be involved in future discussions and serve on committees (e.g. Design Committee, Advisory Committee, Working Committee)	Complete	10/09/12
Developing interim marketing strategy	In Progress	09/30/13

C. ISF will:

(1) Perform key roles throughout the duration of the International Sculpture Garden project. Benny Lee and Kwan Wu will be the representatives of ISF for the International Sculpture Garden.

IFS's commitment to the project will include participating in the fundraising for the Chinese Sculpture Garden and will include all aspects of the International Sculpture Garden as contained in the Design Guide. ISF will work with ARFOP and the City to develop the International Sculpture Garden for the duration of this Relationship Statement, the life of the Design Committee, and or any subsequent agreements negotiated in good faith to bring about the establishment of the International Sculpture Garden. ISF will not work on an international sculpture garden with another local community during the design and building of the International Sculpture Garden (Note: Local means "Kansas and Missouri").

- (2) Submit its organizational documentation, including, but not limited to, Board of Directors, Mission & Vision, Bylaws and or Charter, Tax Status, Strategic Plan, and other relevant documentation required by the Parties, as available. (The same information for ARFOP and the City is currently available on their web pages.)
- (3) Support the development and ongoing operation of the Design Committee. (See paragraph D)
- (4) Participate on any other committees or efforts deemed essential by the Design Committee, as agreed to by ISF.
- (5) Contribute as a Design Committee member to develop the agreements and actions required throughout the design process to define rights, division of work, processes strategies, tactics, and tasks necessary to develop and implement the International Sculpture Garden.
- (6) Ensure that the International Sculpture Garden is truly an international sculpture garden representing international art, artists, donors, contributors, volunteers, staff and all stakeholders.
- (7) Recruit artists, art and stakeholders as determined and called for in the Design Guide.
- (8) Assist the Design Committee to ensure that the quality of the art is consistent with the criteria defined in the Design Guide.

D. Design Committee:

- (1) The Design Committee will define its vision, mission, charter, roles and responsibilities, scope, meeting schedule and frequency, and other aspects required to develop the Master Plan and Design Guide.
- (2) The International Sculpture Garden is supported and promoted by several organizations who must be intimately involved and who serve purposeful, relevant and specific roles legally required under the designation of a non-profit organization to bring about a world class international sculpture garden. At this time, the Design Committee will include representatives of the City; representatives of ARFOP; ISF members Kwan Wu and Benny Lee; and advisers in the United States, China and other countries.
- (3) Any additional project committees that meet all legal and operational requirements for a not-for profit organization, after being appropriately assessed and approved by the Parties and deemed to have the necessary status needed to perform the roles they are purposed to address, will be formally identified and chartered during the design process by the Design Committee.
- (4) Working with the City, ARFOP, ISF members Kwan Wu and Benny Lee, and selected advisors as partners, the Design Committee will identify and charter projects and committees as needed

and deemed beneficial to the Parties. Any committee(s) so chartered will follow the Design Guide and Master Plan.

4. Conditions of this Relationship Statement

This Relationship Statement shall bind all Parties to work collaboratively with a best faith effort to develop the International Sculpture Garden. The Parties agree to the following:

- A. As planning and design of the International Sculpture Garden is a long term project, this Relationship Statement will be the guiding document until or unless it is superseded by the Design Guide, in whole or in part, and shall be concurred upon by all Parties. Unless specifically superseded by the Design Guide or any subsequent agreements, this Relationship Statement shall be in force for the shorter of the duration of the completion of this project or an initial term of five (5) years. At the end of the initial five-year term, the Parties will determine whether they wish to renew this Relationship Statement and continue the project for an additional term as agreed upon, or to terminate the on-going activities of the project, in which case the ownership and management of the International Sculpture Garden shall be vested in the City.
- B. The International Sculpture Garden will accept art from artists of diverse cultures, backgrounds and styles. Selection criteria will be developed and agreed to by the parties in the Design Guide. Art or Artist will not be excluded based upon race, ethnicity, sex or political views, or based upon other criteria not specifically defined and agreed upon by the Design Committee. It is understood and agreed that the Design Committee will develop criteria in the Design Guide that prohibits the display of art that is intentionally vulgar, inappropriate, offensive, and of poor quality. As referred to in Section 3A, the City will have final approval for the acceptance and location of any art work or piece.
- C. All donations of art become the property of the City, unless they are designated otherwise explicitly in a written Gift Acceptance Letter appropriately documented and agreed to by all relevant parties. Gift acceptance criteria and policies will be agreed to during the design phase and included in the Design Guide. Once a donation becomes the property of the City, the City is responsible for the maintenance of the art as well as the International Sculpture Garden grounds. No such art work or piece may be sold by the City until after a minimum period of 15 years from the acceptance of said art work or piece. Disposition of such art works or pieces within said minimum period shall be as determined by the Design Committee.
- D. Actions to be taken by the donors in the event the art pieces are not maintained to the satisfaction of the donor will be defined and agreed upon in the Gift Acceptance Letter or as defined and agreed to by the Parties in the Design Guide.
- E. The International Sculpture Garden will be the only sculpture garden developed by any of the Parties in the local area (Kansas and Missouri), as previously defined in this Relationship Statement. Should the parties decide to dissolve their relationship for the International Sculpture Garden, the International Sculpture Garden will remain operational at the sole discretion of the City and ARFOP. No Parties are prohibited from starting a different international sculpture garden or park initiative outside of Kansas or Missouri with different sculptures, or from participating in the donation or fundraising for other non-international garden related art projects in Kansas or Missouri or elsewhere.
- F. Should the parties dissolve the relationship, the City shall retain the rights, Intellectual Property, art gifts (as provided by the signed Gift Acceptance Letters), donations and contributions made.

G. The International Sculpture Garden will be located at the Arboretum and/or Kemper Farm, or some other location as agreed to.

5. General Provisions

- A. The terms of this Relationship Statement may not be altered, modified, or transferred to a third party without the express written consent of the Parties.
- B. Should any other concerns be raised that are not included in this Relationship Statement, this Relationship Statement may be subject to modification with the mutual, written consent of the Parties.
- C. Any and all notices required to be given under this Agreement or notices given in connection with this Agreement shall be given in writing, addressed as follows:

CITY: City Clerk

8500 Santa Fe Drive Overland Park, KS 66212

ARFOP: The Arts and Recreation Foundation of Overland Park, Inc.

P. O. Box 26392

Overland Park, KS 66225

ISF: International Sculpture Foundation

c/o Kwan Wu

14246 W. 124th Terrace Olathe, KS 66062

Any Party may change the address to which notices to such Party are transmitted by so notifying the other Parties hereto.

- D. This Relationship Statement supersedes any prior agreements or understandings between the Parties. This Relationship Statement constitutes the entire agreement between the Parties related to this subject matter, and any change to its terms must be in writing and signed by the Parties. This Relationship Statement is for the exclusive benefit of the Parties, their successors and permitted assigns. There are no third party beneficiaries to this Relationship Statement. This Relationship Statement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument.
- E. This Relationship Statement may not be assigned or transferred by any Party without the expressed written consent of the other Parties. Notwithstanding, any Party may assign designees or other entities to contribute to the Party's effort or to perform the Party's duties as outlined in this Relationship Statement or any additional documents or agreements deemed necessary to meet the objective, unless such designation is objected to by the other Parties.
- F. Any failure by any Party to enforce at any time or for any period of time any one or more of the terms or conditions of this Relationship Statement shall not be a waiver of such terms or conditions or of any Party's right thereafter to enforce each and every term and condition of this Relationship Statement.

- G. If any provision of this Relationship Statement is found unenforceable or invalid, the remainder of this Relationship Statement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. To the fullest extent permitted by applicable law, if any provision of this Relationship Statement is invalid or unenforceable a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.
- H. This Relationship Statement will be governed by the laws of the State of Kansas, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties set their hands on the day and year first above shown.

CITY OF OVERLAND PARK, KANSAS	THE ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC.	
Ву:	Ву:	
Carl Gerlach, Mayor	Todd Roberts, President	
ATTEST:	By: Russell C. Simmons, Past President	
Marian Cook, City Clerk		
APPROVED AS TO FORM:	INTERNATIONAL SCULPTURE FOUNDATION	
	By:	
Stephen B. Horner Senior Assistant City Attorney	Kwan Wu, Member	
	By:	
	Benny Lee, Member	



July 28, 2011

Kwan Wu 14246 W. 124th Terrace Olathe, KS 66062

Dear Kwan:

Thank you for your long time support of the Arts & Recreation Foundation of Overland Park and the initiatives we support. Your beautiful art graces many parts of our City and our community.

This letter acknowledges your generous pledge made July 12, 2011, of 11 pieces of sculpture and shipping costs for the purpose of starting an International Sculpture Garden and cultural exchange at the Overland Park Arboretum & Botanical Gardens (Arboretum). It is understood that your donation will include all costs associated with getting the sculpture to the Arboretum and that the City of Overland Park will assist with installation labor. It is intended that these first 11 pieces (comprising Phase I of the International Sculpture Garden) will be placed along the one-half mile "asphalt loop" at the Arboretum and this Phase I will be called the Chinese-US Sculpture Garden. Further, it is understood that this is just a beginning for a Cultural Exchange and that we will be working on finalizing a "relationship statement" that will detail our ongoing partnership.

The Arts and Recreation Foundation of Overland Park acknowledges that it is providing no goods or services in exchange for this contribution. We understand this is just the first phase of the International Sculpture Garden, and the vision for the future is to establish a more significant (by both size and number) Sculpture Garden and cultural exchange to ultimately be located adjacent to the west of the Arboretum on City-owned property known as the Kemper Farm. The timing and scope of that project will be mutually agreed upon depending on funding and formal approval by the city of Overland Park Installation of the sculptures will begin upon arrival of the sculptures, anticipated to be September/October of 2011. The expressed goal is to have installation completed prior to year end 2011 with a ribbon cutting on November 5, 2011.

Per the Foundation's gift acceptance policy adopted on February 20, 2007 (attached), the following reviews the Foundation's understanding of your intent for this gift and the Foundation's terms of acceptance. Please signify your agreement by signing both copies of this letter and returning one to the Foundation at PO Box 26392, Overland Park, KS 66213

- 1. This gift is for the purpose of creating an International Sculpture Garden and cultural exchange at the Overland Park Arboretum & Botanical Gardens.
- 2 The Arts and Recreation Foundation of Overland Park has agreed to use the donation of 11 preapproved sculptures and the shipping costs to establish the International Sculpture Garden and cultural exchange.
- 3. The City of Overland Park has agreed to provide labor for installation costs for the 11 pieces of sculpture.

- 4. All other costs associated with the installation of the 11 pieces of sculpture must come from private donations to be raised by the International Sculpture Garden Committee.
- 5. Once completed, the sculpture is the property of the City of Overland Park, Kansas; and the City assumes responsibility for the care and maintenance of the sculptures.
- 6. The official name of the International Sculpture Garden will be determined at a later date, however it is understood that Phase I of the Garden will be called the "Chinese-US Sculpture Garden."
- 7. You have placed no other restrictions on this gift.
- 8. The Board of Directors of the Arts and Recreation Foundation has placed no other restrictions on acceptance of this gift other than the garden must be an "International Sculpture Garden" representative of art and artists across the world

Copies of this agreement, once signed, will be distributed to the Mayor, City Manager, Directors of Parks Services and Recreation Services of the City of Overland Park; the supervisor of the Arboretum

The Board of Directors of the Arts and Recreation Foundation continues to be grateful to you for your many contributions to our community and thank you for partnering with the Foundation to provide this incredibly exciting project that is sure to garner national, as well as international, recognition

Very truly yours,

Russell Simmons

President of the Board

Russell Simmon

Accepted by

Kwan Wil

Date



INTEGRATING NATURE AND ARCHITECTURE

BOWMAN BOWMAN NOVICK

411 NICHOLS ROAD SUITE 246 KANSAS CITY, MO 64112-2023

Telephone: 816-753-2550 Facsimile: 816-753-0889 Website: www.bbngrchitects.com July 16, 2012

Mr. Greg Ruether, Director of Parks Services Overland Park, Kansas 11921 Hardy Overland Park, Kansas 66213

Re: Overland Park International Sculpture Garden - Scope of Services

Dear Greg,

Bowman Bowman Nevick, Inc. is pleased to provide you with the following scope of services for a master plan for the International Sculpture Garden at the Overland Park Botanic Garden and Arboretum.

Scope of Services

Task 1. Verification of Existing Documents and Information

BBN will review all information provided by the city including topography, plans and reports, user surveys and any other information available which would be of value to the planning process. This review will serve to verify that the information provided to the consultant is correct regarding general site conditions. Any conditions that vary from information provided will be reviewed with the city for direction

Task 2 Base Map Development

BBN will assemble a base map for the project site based on aerial mapping/site survey provided by the city. This will serve as the base for the development of the master plan.

Note: Upon The Egympletion of Fask 2 BBN will not proceed with the remaining wisks without unitten approved from the ANFOP and the City of Everland Park

105.

Task 3. Review the Garden Workshop

After completion of the base map, BBN and the client team will "review the garden". This important step in the planning process is designed to provide the opportunity for both the design team and the client team to gain an in-depth knowledge of the project site that is critical to success of the master plan. Teams will be assembled, each consisting of members of the design team, ARFOP and the City of Overland Park, and other key individuals. Each team will "review the garden" or a portion of the garden site, as a group, assembling their thoughts and perceptions on key portions of site. Areas could include open prairie, wilderness, creek and wetland areas, areas showing unique character, areas of historical value and areas that pose access and maintenance challenges. Each team will make specific notes concerning the conditions of each of these areas. At the completion of the "review the garden" the group will assemble to review the thoughts and perceptions developed.

Task 4. Site Opportunities and Challenges

After completion of the "review the garden" workshop, BBN will assemble the information developed by the group on an exhibit delineating the sites opportunities and challenges for development. In addition the BBN team will also develop a photo log of the project site as well as slope and elevation analysis plans to aid in the assessment of the project site. These exhibits will be used at the "plan the garden workshops" to review the site with those participating.

Task 5. "Plan the Garden" Workshop #1

The first "review the garden" workshop will be held to review the site opportunities and challenges exhibits and the environmental review conducted by the design team including Julie Moir Messervy of JMMDS with the workshop attendees. All of the individuals involved in the "plan the garden workshop" will be invited to attend this important step in the development of the master plan for the garden. After reviewing the information completed, the design team will lead a discussion and listing of possible improvements to be included in the master plan for the International Sculpture Garden. Such improvements may include but are not limited to the following:

- Development of "realms" within the garden that could house specific sculpture types. As an example, large monumental pieces within open meadows, smaller more intimate works sheltered with the natural environment, and kinetic pieces where they can take advantage of the prevailing winds. Areas where temporary, environmental works could be sited will also be identified.
- Walking trails to the various "realms"
- Pedestrian and vehicular connections to the existing OPABG
- Parking requirements
- Streamway access and improvements
- Support structures (picnic shelters, restroom structures, concession building, equipment storage and maintenance, entry features)
- Nature areas and open space
- Environmental education opportunities
- Improvements to existing facilities both within the ISG project area and the OPABG.
- Possible re-purposing of existing structures on the site

These items put forth during the discussion will be prioritized by the group at the meeting that will then provide the basis for a program for development of the alternative concepts for each garden site

Task 6. Development of Alternate Plans

After receiving input from the Plan the Garden Workshop, the consultant will develop two alternative plans for the garden site. These plans will be free hand drawings at a scale appropriate to this phase of design. The alternatives will show the proposed elements and their relationship to each other, the ISG site and the OPABG. Each plan will note the proposed facilities, support structures, circulation, ingress and egress to the garden,

relationship of the planned facilities to the existing OPABG and other items needed to clearly define the intent of each alternative.

Task 7. "Plan the Garden" Workshop #2

Upon completion of the alternative plans, a second plan the garden workshop will be held. At this meeting the alternative plans will be presented to the ARFOP and the City of Overland Park for review and comment. The facilities included in each alternative for the garden will be reviewed with the group. After all alternative plans have been presented; those in attendance will be invited to comment on the likes and dislikes of the alternative plans for the garden. This review will serve to give direction to the consultant for the development of the final master plan for the garden.

Task 8 Development of Final Master Plan

After receiving input from the ARFOP and the City of Overland Park at the second workshop, the final master plan for the garden will be completed. The plan will be developed taking into account the comments received through the review process. The plan will be a hard-line drawing at a scale appropriate to the site area. All proposed facilities will be identified and a rendering of the final plan will be provided for the clients use.

Task 9. Estimation of Probable Construction Costs & Phasing Plan

Bowman Bowman Novick, Inc will compile a complete estimation of probable construction costs for the garden master plan. This estimate will provide project costs for each of the items recommended in the master plan BBN will also develop a phasing plan for the master plan. This plan will aid the ARFOP and the City of Overland Park in the planning for future development of the garden by providing a "road map" outlining the required infrastructure and facilities by reasonable phases

Task 10 Final Presentation

Upon completion of the final master plan and the estimation of probable construction costs and phasing plan a final presentation of the master plan will be conducted. This presentation would be given to the ARFOP, the City of Overland Park City Council and other individuals involved in the master plan process in attendance.

Schedule

Upon notice to proceed, BBN estimates a total of 5 to 6 months will be required to complete the master planning effort. This schedule is based on the ARFOP and the City of Overland Park providing timely review of submittals. Should the scope of services change the schedule would be revised accordingly.

Project Conditions

All plans will be completed in Auto CADD 2002

Electronic base files of the project area will be provided by the City of Overland Park

Professional Fee

For the above scope of services BBN proposes a lump sum professional fee of \$50,000.00 for the Scope of Services outlined above.

Reimbursable expenses such as local travel, long distance telephone, computer plotting and reproduction of review documents are not included and will be billed to the client at cost. We anticipate reimbursable costs in the range of \$1,500 00 for the project

Additional items for consideration but not included in the base scope of services

- Project Branding Once the vision for the garden is established BBN can bring to the table experts in the graphics and communications inclustry to assist in branding the International Sculpture Garden as a new and exciting addition to the Overland Park Arboretum and Botanic Garden Expected cost \$6,500 00 \$8,000 00. In addition such professionals can also develop the marketing materials needed for a successful fund raising campaign.
- Color perspective renderings of key garden areas. Upon completion of the master plan the ARFOP might find it useful to include 2-3 full color perspective renderings of key garden areas for fund raising and marketing purposes. BBN would work with the ARFOP to choose the key locations that would best represent the vision of the garden developed in the master plan process. Expected cost \$4,500.00 \$6,500.00 depending on the total renderings to be completed and their complexity.
- Full color "Executive Summary" This document would be a well-crafted piece that will articulate the vision of the master plan for the International Sculpture Garden and be supported by various high quality graphics images. This document would provide the ARFOP with a "leave behind" as the board begins fundraising for this important cultural facility. Expected cost -\$5,000.00 \$6,500.00.
- Technical Master Plan Report This report will provide a brief history
 and summation of the process used to develop the master plan. This
 report will include copies of the alternative plans as well as the final
 master drawing and support documentation. Expected cost \$3,500.00 \$4,000.00
- Digital Final Master Plan Presentation BBN will develop a digital final report in the "Prezi" format. This report can be placed on a number of electronic devices (laptop computer, IPad, etc.) for presentation to various individuals and groups. This format will express the vision and mission of the OPISG in an interesting and unique presentation style while delivering a consistent message. Expected cost-\$4,000.00-\$4,500.00

Additional Services

If additional services are required, BBN will develop a revised Scope of Service for the committees review and approval Such additional services will be based on the following hourly tates

Personnel Classification Hourly Rate
Principal \$180.00
Associate \$109.00

Project Architect	5	65 00
Project Landscape Architect	\$	65 00
Intern Landscape Architect	\$	50 00
Clerical / Administrative	\$	40 00

Greg, Bowman Bowman Novick, Inc. appreciates the opportunity to provide the ARFOP and the City of Overland Park with this scope of services and fee proposal for the International Sculpture Garden Master Plan Should you have any questions or require additional information please contact me at your convenience.

Sincerely,

Paul J Novick, ASLA, LEED GA Principal

Proposal accepted by

10/2/12

Date