

MASTER AGREEMENT FOR SERVICES
BETWEEN THE CITY OF OVERLAND PARK AND
THE ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC.

THIS AGREEMENT made and entered into the 10th day of July, 2023, by and between the CITY OF OVERLAND PARK, KANSAS (the "City"), and THE ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC. ("ARFOP").

WITNESSETH:

WHEREAS, the City fully supports the development of cultural arts and recreational activities within the City of Overland Park; and

WHEREAS, City representatives and supporters created ARFOP in 1995 to promote and support public parks, public recreation activities, and public art programs of the City; and

WHEREAS, ARFOP is a not-for-profit corporation with public charity status and classified by the Internal Revenue Service as a 501 (c) (3) corporation; and

WHEREAS, the functions and responsibilities of ARFOP are to:

- a. Define its broad objectives;
- b. Establish by-laws and structure;
- c. Develop and execute action plans to fulfill those objectives;
- d. Develop an annual budget to support their programs, projects and events;
- e. Conduct fundraising, public awareness and donor-cultivation activities;
- f. Promote/market/communicate programs, activities and events at the Overland Park Arboretum & Botanical Gardens (OPABG) and Deanna Rose Children's Farmstead (DRCF);
- g. Promote/market/communicate programs, activities and events that benefit the Master Plan for Overland Park's Public Arts (OPPA), and
- h. Enter into agreements with the City for specific programs, projects, grants or marketing and events in order for ARFOP to provide funds and/or perform services for the benefit of the City.

WHEREAS, Friends of the Arboretum ("FOTA"), Friends of the Farmstead ("FOF"), and Friends of the Arts ("FOA") operate as part of ARFOP as membership organizations that respectively focus on the promotion, support and development of the Overland Park Arboretum and Botanical Gardens, Deanna Rose Children's Farmstead and Public Art within the City; and

WHEREAS, the parties previously entered into a certain Agreement for Services for Overland Park Arts and Recreation Foundation, Inc. dated April 18, 2022 (the "2022 Agreement"), providing for a mutual understanding of the relationships, roles and responsibilities between ARFOP and the City; and

WHEREAS, with respect to their future interactions, the parties now intend to terminate and replace the 2022 Agreement with this Agreement in order to serve as the master agreement providing for the mutual understanding of the relationships, roles and responsibilities of both ARFOP and the City with respect to said future interactions subsequent to the effective date of this Agreement.

IT IS THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

I. ARFOP Covenants:

1. ARFOP shall work collaboratively with the City to promote the development of cultural arts and recreational activities within the City of Overland Park.
2. ARFOP shall report to the City Council and the City at least annually on programs, projects and event expenditures developed in accordance with the terms of this Agreement or any separate individual sub-agreement regarding the same.
3. ARFOP shall consult, cooperate, coordinate and communicate fully with the City in making decisions concerning programs, projects and events to be implemented.
4. ARFOP shall provide primary promotion/marketing/communication services for ARFOP-sponsored events and shall work cooperatively with City staff to promote/market/communicate ARFOP-sponsored events that benefit the OPABG, DRCF and OPPA. (See Marketing and Communications Services per Section III.1)
5. ARFOP shall provide secondary promotion/marketing/communication services for City-sponsored events and shall work cooperatively with City staff to promote/market/communicate City-sponsored events that benefit the OPABG, DRCF and OPPA. (See Marketing and Communications Services per Section III.1)
6. Upon mutual agreement, ARFOP may provide the City with fund-development expertise and services. ARFOP and the City may work cooperatively to institute best practices in identifying, cultivating, soliciting, communicating with, and stewarding prospects and donors. (See Addendum 1 – Fund Development Services, incorporated herein by reference.)
7. Use of Funds.
 - a. Proceeds from fundraising and membership activities conducted by ARFOP, FOTA, FOF and FOA shall be donated to the City upon execution of individual sub-agreements for funding of operations, capital improvements, and programs, projects, and marketing expenses. (See Section III.2.) In accordance with Section II.6., the City will provide ARFOP with the Project Funding List.
 - b. Funds expended from ARFOP, FOTA, FOF and FOA proceeds, except for ARFOP fund-development and operating costs, shall be for promotion/marketing/communication, programs, or projects that have a direct correlation with the City or provide cultural opportunities for the residents of and visitors to the City.

8. Audit. Upon written request, ARFOP shall make available to the City copies of its most recent Independent Auditor's Reports and Financial Statements and ARFOP's public copy of its federal tax return for the preceding year.
9. Membership. Membership of the ARFOP Board of Directors shall be confirmed by the City Council (as provided for in Article Ten of the Foundation's Articles of Incorporation). The City shall be represented on the ARFOP Board of Directors by the Parks and Recreation Department Director (or designee) and a member of the City Council's Community Development Committee (or designee). Membership on the FOTA, FOF, and FOA Advisory Boards shall be approved by the ARFOP Board of Directors. The City shall be represented on the FOTA, FOF and FOA Advisory Boards by the Director of Parks & Recreation (or designee). All City representatives shall serve as ex officio members.
10. Licensing. ARFOP shall proactively adhere to all applicable music, video or other applicable licensing and reporting requirements (*e.g., BMI, ASCAP, SESAC, GMR*) for all ARFOP-sponsored events that benefit the OPABG, DRCF and OPPA. ARFOP acknowledges that the failure to do so might otherwise jeopardize the City's music, video or other licensing for City-sponsored activities and events, and could subject ARFOP and/or the City to claims, suit, penalties or statutory damages as a result of any such infringement. (*See 17 USC § 504 & 505*)
11. Indemnification. ARFOP agrees to indemnify and save harmless the City, the City's agents, employees and assigns, from all lawsuits, claims, causes of action, settlements, judgments and damage of any kind whatsoever, including those for personal injury, bodily injury, property damage and/or death or any other basis to the extent arising from the operation of ARFOP, FOTA, FOF, FOA and their respective officers, agents and employees, subcontractors or anyone working on their behalf, to include negligent or purposeful acts and/or failure to act.
12. Insurance. ARFOP agrees to maintain for the duration of the Agreement insurance coverage of the types and minimum liability as set forth below. ARFOP agrees to name City as an additional insured under its commercial general liability (or equivalent) and automobile liability insurance policies and provide a certificate of insurance.
 - a. Commercial General Liability insurance on an occurrence basis in amounts no less than \$1,000,000 bodily injury and property damage per occurrence, including personal and advertising injury; \$1,000,000 general aggregate including products and completed operations.
 - b. Workers' Compensation and Employers' Liability, protecting against all claims under applicable state Workers' Compensation laws. ARFOP shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The liability limits shall not be less than Statutory (Workers' Compensation); \$100,000 / \$500,000 / \$100,000 (Employers Liability).

- c. Auto Liability Insurance. Policy shall protect ARFOP against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in the amount of no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Combined Single Limits, Bodily Injury, and Property Damage. ARFOP agrees to only use vehicles properly insured under this Agreement in the performance of the services.
- d. Industry Ratings – City will only accept coverage from an insurance carrier who carries a Best’s policyholder rating of A-: VII or better; or is a company mutually agreed upon by the City and ARFOP.

13. Non-Discrimination and Affirmative Action. ARFOP agrees that:

- a. ARFOP shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.) Overland Park Municipal Code Chapter 8.10, and Title VII of the Civil Rights Act of 1964 as amended, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, low income, sexual orientation or gender identity.
- b. In all solicitations or advertisements for employees ARFOP shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Kansas Human Rights Commission (the “Commission”).
- c. If ARFOP fails to comply with the manner in which ARFOP reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, ARFOP shall be deemed to have breached this Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the City;
- d. If ARFOP is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of the Commission which has become final, or to have violated Overland Park Municipal Code Chapter 8.10, ARFOP shall be deemed to have breached this Agreement, and it may be canceled, terminated or suspended in whole or in part by the City; and
- e. ARFOP shall include the provisions of paragraphs a. through d. above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- f. To the extent required by law, ARFOP further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Agreement and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

II. City Covenants:

1. The City shall provide primary promotion/marketing/communication services for City-sponsored events and shall work cooperatively with ARFOP staff to promote/market/communicate City-sponsored events that benefit the OPABG, DRCF and OPPA. (See Marketing and Communication Services per Section III.1)
2. The City shall provide secondary promotion/marketing/communication services for ARFOP-sponsored events and shall work cooperatively with ARFOP to promote/market/communicate ARFOP-sponsored events that benefit the OPABG, DRCF and OPPA. (See Marketing and Communications Services per Section III.1)
3. Subject to the City first providing its written consent pursuant to Section III.5. below, the City shall provide, as is practical and reasonable and at no cost, the use of City facilities, including the OPABG, DRCF, and other City-owned facilities for promotion of ARFOP's mission and objectives and raising funds and donations. Provided, the funds raised are used to promote/market/communicate or support programs, projects and events offered by the City or those programs, projects and events supported by the City that provide cultural arts opportunities and recreational activities for the residents of and visitors to the City.
4. The City shall make available at no cost office space for the ARFOP staff.
5. The City shall pay ARFOP the equivalent value for a Worker's Compensation policy for ARFOP staff and volunteers. ARFOP shall be required to separately contract for and purchase said policy.
6. The City shall maintain and annually provide to ARFOP a prioritized and approved list of donor projects consisting of capital and operational programs, projects and events in need of ARFOP funding and assistance with dates and timeframes to build the capital projects and institute the programs and events (the "Project Funding List").
7. During the term of this Agreement, the City, at its cost and expense, shall obtain and continuously maintain insurance for General Liability, Automobile Liability, and Workers' Compensation and Employer's Liability. Upon request, the City will provide ARFOP with a Certificate of Insurance verifying the above insurance coverages.

III. Both Parties:

1. The parties will, on an annual basis, jointly determine the primary and secondary promotion/marketing/communication service obligations for both ARFOP and for the City (the "Marketing and Communication Services") using the format set forth in Addendum 2, attached hereto and incorporated by reference.
2. There shall be an individual funding sub-agreement between the City and ARFOP for each capital or operational program, project, marketing or event for which the City and ARFOP jointly determine a need.

- a. In accordance with Section II.6. above, the City will provide ARFOP with the Project Funding List. If an approved donor project is selected, an expedited individual funding sub-agreement will be submitted for approval.
 - b. All individual funding sub-agreements shall be subject to the provisions of this Agreement. Likewise, references herein to “this Agreement” shall, to the extent appropriate, include these individual funding sub-agreements.
3. The City shall allow ARFOP, FOTA and FOF to sell memberships that include admission programs to the OPABG and DRCF respectively; provided, however, that ARFOP, FOTA and FOF agree that they shall first work collaboratively with City staff in establishing the membership rates and the membership benefits and amenities. One hundred percent of the net income from those memberships shall be deposited by ARFOP into FOF and FOTA accounts and shall be used exclusively for promotions, operations, programs, projects and events that respectively benefit the OPABG and DRCF. ARFOP, FOTA and FOF shall provide and regularly update City staff with the appropriate information regarding both said memberships and said funds.
4. The City and ARFOP will work collaboratively with each other and the media on the public relations and marketing of programs, projects and events.
5. The parties expressly acknowledge and agree that the City is under no obligation to consent to or allow any program, project or event of ARFOP, FOTA, FOF or FOA to be implemented or conducted upon or on behalf of the City, OPABG and DRCF or any other public property, and that the expressed written consent of the City shall first be required.
6. Upon written request by City, ARFOP shall make available for inspection and audit by City all books and records of ARFOP for compliance with the approved budget. Any audit initiated by City shall be at City’s expense.
7. Any use of the City’s name, facility name or logo or mark by ARFOP shall require prior City authorization.
8. The Parties may also enter into individual sub-agreements and/or obtain Director authorization to allow ARFOP to sell sponsorships or to otherwise receive sponsorship funds for special City free and non-ticketed events at the OPABG or the DRCF. Any such sub-agreement/authorization shall be subject to the provisions of this Agreement. Likewise, references herein to “this Agreement” shall, to the extent appropriate, include these individual sub-agreements.
9. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.

IV. Miscellaneous Provisions:

1. 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

with copy to:

Director - Parks and Recreation Services
8500 Santa Fe Drive
Overland Park, KS 66212

ARFOP: Arts and Recreation Foundation of Overland Park
P. O. Box 26392
Overland Park, KS 66225

Either party may change the address to which notices to such party are transmitted by so notifying the other party hereto.

2. This Agreement supersedes any prior agreements or understandings between the parties. This Agreement 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 both parties. This Agreement is for the exclusive benefit of their parties, their successors and permitted assigns. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument.
3. The parties are independent contractors. It is specifically agreed between the parties that this Agreement does not create a joint venture agreement, partnership, employment agreement or agency relationship between the parties.
4. This Agreement may not be assigned or transferred by either party without the expressed written consent of the other party.
5. Any failure by either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.
6. If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement 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 Agreement 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.
7. This Agreement will be governed by the laws of the State of Kansas, without regard to its conflict of laws principles.
8. This Agreement is subject to the Kansas Cash Basis Act. Accordingly, the City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so

budget and appropriate the funds for any given future year, the parties shall be relieved from all obligations, without penalty, under this Agreement.

9. This Agreement shall serve as the master agreement providing for the mutual understanding of the relationships, roles and responsibilities of the parties with respect to their future interactions subsequent to the effective date of this Agreement. Accordingly, the 2013 Agreement is hereby terminated. Notwithstanding the foregoing, in the event any sub-agreement between the parties was entered into prior to the effective date of this Agreement and incorporates by reference the provisions of the 2013 Agreement, the provisions of the 2013 Agreement shall survive for such limited purposes.

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

CITY OF OVERLAND PARK

By 
Curt Skoog, Mayor

ARTS AND RECREATION FOUNDATION
OF OVERLAND PARK, INC

By 
Phil Bressler, President

ATTEST:


Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:


Trevor Stiles
Senior Assistant City Attorney

Master Agreement for Services
Between The Arts & Recreation Foundation of Overland Park (ARFOP) and the City of
Overland Park (City)
ADDENDUM 1
FUND-DEVELOPMENT SERVICES

ARFOP has experience in the following fundraising and development strategies and offers these services for the advancement of Overland Park's Public Art (OPPA), the Overland Park Arboretum & Botanical Gardens (OPABG), and Deanna Rose Children's Farmstead (DRCF).

The City agrees that in exchange for these services, City staff and ARFOP staff and volunteers will collaborate in the implementation of the strategies in order to maximize their effectiveness. ARFOP will measure effectiveness by analysis of return on investment, dollars raised, goodwill generated, and donor/customer satisfaction.

1. Capital Campaigns and funding for major City projects

- a. The City agrees that it will make formal requests to ARFOP, as needed and appropriate, to participate in the funding of major projects that need support from the community.
- b. ARFOP's participation in any capital campaign is contingent on approval by the ARFOP Board of Directors following an internal or external feasibility study to determine its capacity to raise the amount of funds being requested.
- c. ARFOP's participation is contingent upon knowledge of the estimated cost of the specific project based on a concept design and architectural drawings for construction..
- d. The City agrees to include major projects in which ARFOP is participating in funding in the CIP before fundraising begins, unless otherwise agreed by City and ARFOP.
- e. The City agrees to provide naming opportunities and opportunities for permanent recognition to major donors to a campaign through a formal naming opportunities document approved by the City pursuant to applicable City Code and Resolutions.
- f. ARFOP agrees to manage the capital campaigns at no cost to the City.
- g. The City agrees to encourage City staff to participate in donor cultivation and stewardship as requested.

2. Major Gifts Solicitation

When a member of the community offers to make an unsolicited major donation.

- a. If the donation is for an existing or planned project, ARFOP proceeds with finalizing the donation, securing a signed pledge form and setting up pledge payments, if needed. ARFOP coordinates donor recognition with the City.
- b. If a donor comes to ARFOP or the City with the intent to fund a project that is not part of the City's current 5-year capital improvement plan schedule or master plans for the OPABG, DRCF, or OPPA, the process is as follows:
 - i. City staff will review the request with ARFOP to determine if the request aligns with the vision for the facility/program.
 - ii. City staff shall work in collaboration with ARFOP and the donor to reach a mutually acceptable purpose for the donation and allow ARFOP to accept the donation.

- iii. The City agrees that any decision to decline a gift will be made by the Director of Parks and Recreation or the City Manager, or the City’s Governing Body.
- c. In many cases, donations are secured by ARFOP initiating contact, and the following chart provides an overview of the roles and responsibilities of the City and ARFOP through the process of identifying, cultivating, soliciting, and stewarding donors.

City Staff Roles & Responsibilities *Subject to required City approvals and applicable policies, ordinances and resolutions.	ARFOP Roles & Responsibilities
PROSPECT IDENTIFICATION	
<ul style="list-style-type: none"> ● Put processes into place to recognize interest and capacity among volunteers, visitors, vendors, etc. ● Share names and contact information with ARFOP. ● Allow ARFOP staff to make presentations on donor opportunities to volunteers annually. 	<ul style="list-style-type: none"> ● Identify prospective donors with an affinity for ARFOP’s mission through research, community connections, referrals, and self-identification. ● Maintain a prospect list. ● Develop a plan-of-action for cultivation and solicitation for each prospect.
PROSPECT CULTIVATION	
<ul style="list-style-type: none"> ● Treat all volunteers, visitors, vendors, etc. as prospective donors. ● To the extent practical, ensure that interactions provide positive experiences. ● Permit ARFOP to provide prospects experiences at the venue or as part of a program, subject to City approval. ● To the extent practical and consistent with City policies, ordinances and resolutions, be flexible, and understand and respect the motivation of the prospect to make a gift. 	<ul style="list-style-type: none"> ● Follow the plan-of-action developed for each prospect. ● Establish on-going relationships with prospects and learn their giving priorities. ● Work to understand the motivations and desires of the prospects. ● Work to align their desires with the needs of the City.
PROSPECT SOLICITATION	
<ul style="list-style-type: none"> ● Define the parameters of the use of the gift recognizing that the donor’s gift is probably contingent on certain requirements being met. ● To the extent practical, participate in the solicitation as requested. ● When appropriate, draft the Gift Agreement between ARFOP and the City. 	<ul style="list-style-type: none"> ● Follow the fundraising prescription for success – the right person asking for the right amount of money at the right time and for the right purpose. ● Finalize the commitment. ● For larger gifts, prepare a gift agreement letter to be signed by ARFOP and the donor.
STEWARDSHIP & COMMUNICATION	
<ul style="list-style-type: none"> ● Assist ARFOP in its efforts to show appreciation. ● Continue to engage and communicate with the donor. 	<ul style="list-style-type: none"> ● Put into place a donor-stewardship plan.

3. Commemorative Gifts Programs

- a. ARFOP/FOTA is responsible for soliciting donors for recognition on features at OPABG:
 - i. Benches
 - ii. Pavers in the Haake Terrace
 - iii. Bronze leaves outside of LongHouse
 - iv. Bricks in the Train Garden
 - v. Railroad ties in the Train Garden
 - vi. Others as they may be adopted.
- b. ARFOP/FOF is responsible for soliciting donors for recognition on features at DRCF:
 - i. Benches
 - ii. Swings
 - iii. Horseshoes
 - iv. Bricks
 - v. Others as they may be adopted.
- c. ARFOP/FOA is responsible for soliciting donors for recognition on other City owned features, which include but not limited to the Korean War Memorial, 9/11 Memorial, and other City features as agreed upon:
 - i. Bricks
 - ii. Others as they may be adopted
- d. ARFOP's responsibilities include:
 - i. Purchasing the commemorative items and paying all installation and engraving costs.
 - ii. Promoting commemorative gift opportunities on printed materials, on the ARFOP website, in communication with its data base of supporters, and in social media.
 - iii. Responding to inquiries about commemorative gifts.
 - iv. Stewarding donors through the process of completing the contribution.
 - v. Keeping thorough records on each commemorative item – donor contact information, inscription information, sunset date, etc.
 - vi. Ordering and paying for the donor-recognition – plaque, etching, etc.
 - vii. Communicating with donors when the term of the recognition has expired.
 - viii. Paying for needed maintenance upon grant request.
 - ix. Others as agreed upon in the current Commemorative Gift Guidelines.
- e. The City's responsibilities include:
 - i. Maintaining and providing ARFOP with a comprehensive list of commemorative items available for sponsorship, locations of the items and the status of those items.
 - ii. Sourcing commemorative items.
 - iii. Providing ARFOP with an annual inspection report of commemorative items.
 - iv. Taking part in donor meetings and tours as requested.
 - v. Installing benches/plaques/inscriptions in a timely manner.

4. Membership Programs

- a. ARFOP is responsible for managing the FOA, FOF, and FOTA membership programs.
- b. The City grants admission to OPABG and DRCF as part of FOTA and FOF memberships, respectively, for one year from date of sale.
- c. ARFOP pays for OPABG- and DRCF-themed membership cards.
- d. The City allows ARFOP to sell FOTA, FOF and FOA memberships, including gift memberships, online.
- e. The City allows ARFOP to include “complimentary passes” in certain levels of membership as approved by the Director of Parks and Recreation on the quantity and duration.
- f. ARFOP is responsible for sending notices to staff of memberships sold for entry into the admissions systems to ensure that members are admitted to the venue.
- g. City staff is responsible for sending notices of memberships sold on-site to ARFOP and is responsible for recording membership information from online sales in the appropriate City platform to recognize those memberships for entry into DRCF and OPABG on a weekly basis.
- h. The City is responsible for transferring monies and providing supporting documentation received from on-site membership sales to ARFOP on a monthly basis.
- i. ARFOP is responsible for sending renewal notices to members prior to their expiration date.

5. Event/Program Sponsorships

Subject to any and all applicable City approvals, policies, resolutions, ordinances and other applicable law.

- a. ARFOP may identify and establish partnerships with businesses, organizations, foundations and individuals to be recognized as sponsors of various events, activities and programs taking place on City property.
- b. ARFOP may recognize sponsorships on signage and banners on City property during promotion and the event.
- c. Corporate logos may be part of sponsorship recognition on City property during promotion and the event.
- d. ARFOP may include a mutually determined number of admissions to OPABG and DRCF in select levels of sponsorship pending a formal request and information on the benefits (for the City and for the sponsor) of such inclusion.
- e. ARFOP may reserve space (at the prevailing rental rates) at OPABG and DRCF for sponsor-appreciation events.
- f. ARFOP may offer the opportunity for major sponsors to be recognized as sponsors of “A Day at the Farm” or “A Day at the Arboretum” with appropriate signage and a mutually agreeable number of complimentary admissions and/or discounted admissions for employees and/or customers.

6. Special Events

- a. The City agrees to continue hosting ARFOP's legacy fundraising events annually – Friends of the Arboretum Spring Plant Sale, Wine/Beer Tastings, Enchanted Faire, Stems: A Garden Soirée, Terra Luna, Botanical Brewfest, and Luminary Walk at OPABG and Georgia's Chicken Run, Pumpkin Hollow, and Night of the Living Farm at DRCF until such time as ARFOP chooses to discontinue each event. ARFOP's confirmation to hold these events will be made by an agreed upon date established by ARFOP and the City each year.
- b. ARFOP agrees to submit an event request to the City for hosting additional fundraising events with respect to the next calendar year by an agreed upon date established by ARFOP and the City. Each request will include the scope of the staff support required, the impact of the event on the venue, the date(s), and a full description.
- c. City will respond to requests for additional fundraising events no later than 30 days following the date of the request. The response will indicate approval, rejection, or changes to the request that would allow the City to approve.
- d. Before planning for each event begins, City staff agrees to provide to ARFOP/FOTA/FOF/FOA all known parameters and/or restrictions imposed on each event by the City.
- e. ARFOP/FOTA/FOF/FOA may choose to discontinue or not implement an event if the parameters and restrictions imposed would adversely affect the ability of ARFOP to produce a successful event.
- f. The City agrees that the Public Programs Supervisor at DRCF or the Event Supervisor at OPABG or the Program Supervisor (arts and events) will coordinate City staff's support of each event.
- g. ARFOP and the City jointly agree that a team comprised of the appointed chairperson, one or more representatives from the FOTA, FOF or FOA Board (one of whom may serve as chairperson), designated City staff, the ARFOP Development Director (or designee), the ARFOP Community Engagement Manager, and volunteers, as needed, to fill roles specific to the event will serve as the steering committee for each event.
- h. The City agrees to the stipulation that City staff cannot encumber ARFOP for payment of any event expenses without prior written approval of the cost and the vendor.
- i. The City agrees that the Volunteer Supervisor at DRCF and the Volunteer Coordinators at OPABG will manage recruitment, supervision and training of volunteers required for the events.
- j. The City and ARFOP jointly agree that, in regards to events hosted by ARFOP or any of its sub-entities, ARFOP is responsible for event promotion, signage/donor recognition, selling tickets and sponsorships, enlisting in-kind donors, volunteer appreciation, securing equipment and supplies, and vendor contracts.

7. Grant Writing

- a. The City and ARFOP jointly agree that ARFOP and City staff share responsibility for identifying grant opportunities.

- b. ARFOP agrees that ARFOP staff will prepare and submit grant applications with the assistance of City staff.
- c. The City agrees that City staff is responsible for providing ARFOP with content regarding the program the grant is to fund.
- d. ARFOP agrees that ARFOP staff is responsible for providing the organizational and financial information requested in the application.
- e. ARFOP and the City jointly agree that both ARFOP and City staff will participate in any meetings associated with the application process.

8. Planned Giving Program

- a. ARFOP agrees to promote the concept of planned giving in general and in particular to supporters and volunteers.
- b. ARFOP agrees to engage with potential donors interested in making a planned gift.
- c. ARFOP agrees to process bequests and adhere to the donors' restrictions on the gifts.
- d. The City agrees that the intent of the City's involvement in securing planned gifts is to help ARFOP identify prospects.

Master Agreement for Services

Between The Arts & Recreation Foundation of Overland Park (ARFOP) and the City of Overland Park (City)

ADDENDUM 2

MARKETING AND COMMUNICATIONS SERVICES

ARFOP has experience in marketing and promotions and offers these services for the advancement of Overland Park's Public Art (OPPA), the Overland Park Arboretum & Botanical Gardens (OPABG), and Deanna Rose Children's Farmstead (DRCF).

The following agreements clarify the references in the Master Agreement for Services re: marketing and communication (Sections I-4 1-5, II-2, III-1, III-4).

ARFOP Agreements

1. ARFOP agrees to work cooperatively and collaboratively with City's Communication Department and staff at OPABG, DRCF and OPPA for coordinating marketing and communication efforts.
2. ARFOP agrees that ARFOP is solely responsible for the marketing and promotion of ARFOP fundraising priorities, including special events, memberships, and solicitation of contributions.
3. ARFOP agrees that it will annually make available to the City a calendar of events and other fundraising initiatives ARFOP will be promoting during that year.
4. ARFOP agrees to provide City, by the end of the preceding year, a written marketing plan for the marketing and promotion of ARFOP's calendar of fundraising events for the year to assist with City's promotional support of these events.
5. ARFOP agrees to allow the City to use content and promotional assets (logos, media releases, photos, images, videos, etc.) on the City's communication channels, including its website, social media channels, newsletters and in its communications to residents, upon written consent by ARFOP.
6. ARFOP agrees that any print media utilizing a City logo will be submitted to the Communications Manager in the City Manager's Office for approval before printing and distribution.
7. ARFOP shall manage and control social media accounts for ARFOP, Friends of the Arboretum (FOTA), Friends of the Farmstead (FOF), and Friends of Overland Park Arts (FOA). These include but are not limited to accounts on Facebook, Instagram, Twitter, and LinkedIn.
8. ARFOP agrees that it will support the City in the marketing and promotion of OPABG, DRCF and OPPA assets outside of ARFOP fundraising events and programs by providing appropriate links to the City website, including content in communication to supporters, and sharing social media posts as it deems appropriate.
9. ARFOP agrees to make annual marketing grants to the City for printing of OPABG and DRCF visitor maps and promotional materials for programs.
 - a. Scope and amounts of grants shall be determined annually per the process outlined in Addendum 3 – Annual Grants.

- b. ARFOP agrees to consider making additional marketing grants to the City to fund hard costs, such as, but not limited to printing and video production, that promote OPPA, OPABG and DRCF.
- c. Grant awards are dependent on funds available and are subject to the reporting requirements set forth in ARFOP's policies and procedures on grant making (Addendum 1).

City Agreements

1. City – including Communications Division staff, OPABG and DRCF staff assigned to coordinate marketing and communication, and the Arts & Events Supervisor – agrees to work cooperatively and collaboratively with ARFOP.
2. City agrees that it will support ARFOP in the marketing and promotion of ARFOP's fundraising events and initiatives. Subject to City approval, City may make assets (logos, media releases, photos, images, videos, etc.) available to ARFOP to use on the ARFOP website, on ARFOP social media channels, and in ARFOP communications to supporters.
3. Subject to City required City approvals, ordinances, resolutions, policies and other applicable law, ARFOP may recognize sponsors and donors, including the display of corporate logos, at OPABG and DRCF and the site of ARFOP-sponsored arts programs and events, which will be permitted in accordance with Addendum 1, Section 5. c.
4. City may include ARFOP fundraising events on the City website calendar with links to more information on the ARFOP website.
5. City agrees to be the primary provider of communication, marketing and promotion services for OPABG, DRCF and OPPA initiatives, outside of ARFOP fundraising events and programs. These services are intended to increase visitation and awareness for OPABG and DRCF as cultural destinations and to promote Overland Park's public art assets, which in turn all impact ARFOP's ability to raise funds for the City's benefit.
 - a. City agrees that it has primary responsibility for the marketing and promotion of OPABG and DRCF as cultural destinations in Overland Park.
 - b. City agrees that it has primary responsibility for the marketing and promotion of all OPPA and all features, programs, and activities at OPABG and DRCF including exhibits, educational offerings, non-fundraising events, and special activities, notwithstanding ARFOP's financial support of any of these features, programs and activities.
 - c. City agrees to provide ARFOP, by the end of the preceding year, the calendar of events scheduled for the following year for OPABG, DRCF and OPPA and the City's marketing plans for the promotion of these events to assist with ARFOP's promotional support of them.
 - d. City may share content and promotional assets (logos, media releases, photos, images, videos, etc.) with ARFOP.
 - e. Upon City approval of the use and sharing of content and promotional assets referenced in paragraph no. 4 above, ARFOP may use these assets on its website, on its social media channels, and in its communications to its supporters.
 - f. City shall manage and control social media accounts for OPABG, DRCF and OPPA. These include, but are not limited to, accounts on Facebook, Instagram and Twitter.

Master Agreement for Services

Between The Arts & Recreation Foundation of Overland Park (ARFOP) and the City of Overland Park (City)

ADDENDUM 3

ARFOP Grants to the City of Overland Park

ANNUAL PROGRAM GRANTS

As part of its mission to promote and provide for the cultural amenities of the City of Overland Park, ARFOP – (including in the name of its Friends groups, Friends of the Arboretum (FOTA), Friends of the Farmstead (FOF), and Friends of the Arts (FOA) will make annual program grants to the City of Overland Park to cover the costs of supplies, equipment, and services to support and promote public programs, visitor-enhancing activities, and educational initiatives (the “Program Grants”).

The following defines the processes required for ARFOP to make Program Grants noted in Section III. 2 of the Master Agreement for Services.

Program Grant Requests

1. **City and ARFOP will agree upon an annual calendar of deadlines for the granting process.**
2. , City will submit requests for ARFOP to support programs, activities, and education at the Overland Park Arboretum and Botanical Gardens (OPABG) and Deanna Rose Children’s Farmstead (DRCF) and for Overland Park’s Public Art (OPPA) initiatives during the following year.
3. City staff will submit separate requests for OPABG, DRCF, and OPPA.
4. City staff will submit each application to:
 - a. Chair of the corresponding Friends group;
 - b. Treasurer of the corresponding Friends group; and
 - c. ARFOP Executive Director
5. Each request will be in the form of a line-item estimated expense total and the requested grant funds shall be for any or all of the following purposes:
 - a. Visitor-enhancing activities, events and programs managed by City staff and volunteers;
 - b. Educational programing;
 - c. Volunteer appreciation;
 - d. Marketing/communication;
 - e. Special attractions;
 - f. Equipment;
 - g. Funding from restricted funds and endowments; or
 - h. Identified needs outside of the purposes listed above.
6. Each Friends Advisory Board Treasurer will determine the viability of incorporating the request into the upcoming annual budget.

7. Each Friends Advisory Board has the opportunity to review the Program Grant request as part of their review and discussion of the proposed annual budget each year.
8. Each Friends Advisory Board reserves the right to not approve all or any part of the request if it deems the request does not fall within the purpose of Program Grant or if sufficient resources are not available, as determined in the sole discretion of each Friends Advisory Board.
9. Each Friends Advisory Board will vote to approve or decline all or any part of the Program Grant request as part of its annual budget approval each year.
10. The ARFOP Board of Directors approves the Program Grants by approving the annual combined ARFOP budget, which approval is determined in the sole discretion of the ARFOP Board.
11. No later than February 1 of the award year, unless extenuating circumstances exists, ARFOP staff will authorize payment of each Program Grant.

Grant Reporting Requirements

1. City staff shall provide the Friends Group Chair and Treasurer and the ARFOP Executive Director with a preliminary and a final accounting of expenditures paid using the Program Grant funding during the year including actual vs. budget comparisons according to the grant process schedule.
2. Any funds unspent from that year's Program Grant will carry over to the following year and reduce the amount of next year's Program Grant.
3. At the January Friends Advisory Board meetings, City staff shall provide a report on the impact of the Program Grants including an overview of how the Program Grant funding was spent, the number of visitors served, observed impact, and other relevant metrics.

ANNUAL OPERATIONAL SUPPORT GRANTS

As part of its mission to promote and provide for the cultural amenities of the City of Overland Park, ARFOP, including its Friends groups (FOTA, FOF, and FOA), may provide operational support beyond programming and marketing grants when City cost recovery goal is not met.

Annual Operational Support Grant: True to its mission to promote and provide for Deanna Rose Children's Farmstead and the Overland Park Arboretum & Botanical Gardens, ARFOP will annually make an unrestricted Operational Support Grant to the Parks and Recreation Department to assist the Parks and Recreation Department to operate these cultural amenities.

1. Agreement to make these grants supersedes the practice of ARFOP making "Staffing Grants," which ceased at the end of 2022.
2. Grant Request
 - Deadline for submitting the grant request for the following year is August 1.
 - The grant is restricted only to the extent that it is for operational expenses.
 - A portion of the grant is for the purpose of paying operational expenses at DRCF.
 - A portion of the grant is for the purpose of paying operational expenses at the OPABG.
 - Criteria for the grant is need. To establish need, the Parks and Recreation Department will provide ARFOP with a copy of the operating budgets for DRCF

and OPABG for the year of the award and a copy of the end-of-year profit and loss statements for DRCF and OPABG for the previous year.

- The grant is renewable annually.
3. Grant Award
 - ARFOP will communicate the amount of the grant award for the following year to the Parks and Recreation Department no later than November 1 of the year of the request.
 - ARFOP will pay out the grant quarterly upon receipt of the invoice – no later than January 10, April 10, July 10, and October 10 of the year of the award.
 4. Grant Reporting Requirements
 - The Parks and Recreation Department will provide ARFOP with a year-end report no later than January 31 of the year following the grant on engagement metrics and operational achievements at OPABG and DRCF and examples of impact on the community.
 - There are no financial grant reporting requirements.

Grant Request Process for Annual Operational Support Grant:

Each year, the parties may execute an Operational Support Grant agreement for the upcoming year. The document requires the signature of the ARFOP President, who does so upon approval of the FOTA, FOA and FOF Advisory Boards and the ARFOP Board of Directors.

Grant Reporting Requirements

1. City agrees to provide ARFOP with an annual report – no later than January 31 of the year following the grant – that provides:
 - a. Overview of services provided,
 - b. Engagement metrics, and
 - c. Examples of impact on the community.

CAPITAL IMPROVEMENT GRANTS

1. As part of its mission to promote and provide for the cultural amenities of the City of Overland Park, ARFOP will periodically make capital improvement grants to the City.
2. The processes required for ARFOP to make Capital Improvements Grants noted in Section III.2 of the Master Agreement for Services are outlined in Addendum 1.