



Burbank Water and Power Community Demonstration Garden Sponsorship Grant Up to \$15,000

Burbank Water and Power (BWP) is accepting proposals from non-profit organizations and schools located in the City of Burbank to sponsor a demonstration garden.

Program Goals

Water supply sustainability is a critical issue facing Southern California and over fifty percent of drinkable water in Burbank is used outdoors primarily for landscape watering. To complement the educational information, product rebates, and water efficiency programs offered by BWP, many residents would benefit from visiting a local and easily accessible demonstration garden to see optimal irrigation products, plant material, and practices in use.

Therefore, BWP is seeking to sponsor a limited number of demonstration gardens within the City of Burbank for the purpose of showcasing sound water efficient landscape practices.

Proposals for BWP to sponsor a demonstration garden at a host site will be evaluated on first-come-first serve basis using the criteria listed below in order of importance:

1. BWP will sponsor up to two Demonstration Gardens per year for the next four years starting in fiscal year(July – June) 2008/09 and not exceeding \$15,000 per site.
2. Host site must be a community based organization, not-for-profit organization, or local school operating within the City of Burbank.
3. Host site must be accessible and visible to the public.
4. Organizations willing to cost share on the project will receive preference over other proposals. In-kind labor services, donated hardscape materials, and donated plant material within the approved landscape and irrigation design will be considered in lieu of cost sharing.
5. Sponsorship funds are limited to use for landscape and irrigation design, hardscape and irrigation installation, and plant material purchase and installation.
6. Proposals for host sites beyond a seven-mile radius of other Demonstration Gardens will receive preference.
7. Projects that apply for and receive funding from another funding source, such as Metropolitan Water District grant programs, will receive preference.
8. Host organization must sign an Agreement in the form provided in this packet granting access to the public to view the demonstration garden, allowing BWP to showcase the garden in various non-intrusive ways that do not interrupt the host organization's operations, and agreeing to maintain the Demonstration Garden as designed, including the repair or replacement of damaged or malfunctioning materials, for a period of five years.



Please provide the following information in your grant proposal:

1. Please provide the organization or school's name, address, and contact information.
2. Please indicate if property to host the Demonstration Garden is owned or leased by the grant applicant. If property is leased, the grant applicant must show that it has at least five years remaining on its lease of the property and approval of land owner to install the demonstration garden and for the public to enter property.
3. Please describe the location for the demonstration garden including any landscape designer plans, square footage, and digital pictures. Please describe how accessible the location is to the general public including parking, operating hours, and visibility from a public street or sidewalk.
4. Please provide a budget indicating the funding sources for the demonstration garden including the grant amount being sought from BWP, funds from the proposer, in-kind contributions (labor or material), other grant funds or applications. Funds from BWP must be used for design, materials, and labor only. No administrative cost can be funded with grant funds from BWP.
5. Please indicate a general schedule of when work on the Demonstration Garden would start and be completed and milestones where funds would be requested for disbursement.
6. Please describe your plan for maintaining the garden for the next five years. Please include person(s) responsible.



Burbank Water and Power Community Demonstration Garden Grant Agreement

This agreement is made this ____ day of _____, 2009, by and between the City of Burbank a municipal corporation, acting through Burbank Water and Power (“BWP”), with offices located at 164 W. Magnolia Blvd., Burbank CA, 91502 (“Sponsor”) and _____ (“Recipient”) with offices located at _____.

TERMS, CONDITIONS, AND PURPOSES

1. Statement of Purpose: Sponsor shall provide a grant in the amount of \$ _____ to Recipient to be used exclusively for design, material, and/or labor costs to construct a professionally designed Demonstration Garden at Recipient’s property located at _____, Burbank CA, 9 _____ (“the Property”) as shown in Recipient’s Grant Application.

2. Access to Public View: Recipient acknowledges that the intent of Sponsor’s Community Demonstration Garden Program is for the general public to view, inspect, photograph, and learn about methods to establish and maintain water efficient landscaping. As such, Recipient agrees that Sponsor and the general public shall have reasonable access to the Property to view and inspect the Demonstration Garden. Recipient shall have the right to monitor, limit and control the manner of such access in order to minimize the impact on Recipient’s normal activities on the Property. Recipient may limit access to its normal business hours or daylight hours.

3. Sponsor to Showcase Demonstration Garden: Recipient gives approval to Sponsor to advertise, promote, publicize, and make public information about the landscape features of the Demonstration Garden, including photographs or like images, and promote the opportunity to visit Demonstration Garden to the general public. Sponsor may place informational and directional signage on the Property relative to the Demonstration Garden and water efficient landscaping.

4. Maintain Demonstration Garden as Designed for Five (5) Years: Recipient shall maintain the Demonstration Garden as designed in a reasonably clean and orderly manner, and further shall maintain all vegetation in a reasonably healthy condition, for a period of five (5) years (“Maintenance Period”) commencing on the date Recipient notifies Sponsor that construction of the Demonstration Garden is complete. If for any reason the Demonstration Garden is removed or Recipient fails to maintain the Demonstration Garden as required by this Agreement, Recipient shall return an amount equal to twenty percent (20%) of the grant funds for each year remaining in the Maintenance Period.

5. Failure to Allow Access: If for any reason Recipient ceases to allow access by Sponsor or the general public to the Demonstration Garden after receiving grant funds, Recipient shall return an



amount equal to twenty percent (20%) of the grant funds for each year remaining in the Maintenance Period.

6. Collaborative Design: Recipient agrees to allow Sponsor to review the plans and specifications for the Demonstration Garden to ensure its design features are consistent with landscape information distributed by Sponsor to its customers. Recipient shall incorporate water efficiency measures into the Demonstration Garden as reasonably recommended by Sponsor.

7. Changes During Maintenance Period: Changes or modifications to the Demonstration Garden proposed and funded by Recipient during the five year Maintenance Period shall be allowed only with the written approval of both parties.

8. Indemnification: Recipient shall indemnify, defend and save harmless Sponsor and each of its agents, officers, and employees from and against any and all liability, loss, expense or claim, for damages of any nature whatsoever (collectively "Claim"), including but not limited to, bodily injury, death, personal injury, or property damage arising from or related to the design, construction and maintenance of the Demonstration Garden or activities on the Property associated therewith, excepting only a Claim resulting from Sponsor's sole negligence or willful misconduct .

9. Waiver of Claims: Sponsor shall not be liable to Recipient and Recipient hereby waives all Claims against Sponsor for damage to the Property directly or indirectly related to the design, construction and maintenance of the Demonstration Garden or activities on the Property associated therewith, excepting only a Claim resulting from Sponsor's sole negligence or willful misconduct.

10. Insurance: Recipient shall provide and maintain at its own expense Commercial General Liability insurance coverage (or equivalent coverage) an amount not less than \$1,000,000 through the end of the Maintenance Period, insuring against personal injury or property damage occurring on the Property, Recipient shall provide Sponsor with proof of the same upon reasonable request. Proof that Recipient has a bona fide program of self-insurance may be used to satisfy the insurance requirements of this paragraph 10.

11. Unused Funds: Within 30 days after Recipient reports to Sponsor of the Demonstration Garden construction completion, Recipient shall provide an expense report for the Demonstration Garden showing used grant funds and any unused grant funds must be returned to Sponsor.

12. Compliance with Law: Recipient shall obtain all required permits and otherwise comply with all applicable federal, state and local laws, ordinances, regulations and directives as they pertain to the design, construction and maintenance of the Demonstration Garden.



13. Completion of Demonstration Garden Construction: Recipient shall notify Sponsor in writing upon completion of construction of the Demonstration Garden. Recipient shall complete construction of the Demonstration Garden within ninety days (90) of scheduled completion indicated in Recipients grant proposal unless otherwise agreed by both parties. Recipient shall return grant funds if unable to complete the Demonstration Garden or if there are unreasonable delays to completion.

14. Limit of Commitment: Unless otherwise stipulated in writing, this grant is made with the understanding that Sponsor has no obligation to provide other or additional financial support to the Recipient for design, construction or maintenance of the Demonstration Garden.

IN WITNES WHEREOF, the parties have entered into this Agreement on the date first written above.

[Insert Name of Recipient]

Signature: _____

By:

City of Burbank

Signature: _____

By: Ronald E. Davis, General Manager – BWP



PROPERTY OWNER'S CONCURRENCE
(To be completed if Recipient leases the Property)

The undersigned, as owner of the real property located at _____,
(the "Property") hereby acknowledges that it has read and understood the foregoing Community
Demonstration Garden Grant Agreement and approves of and consents to the design,
construction and maintenance of a Demonstration Garden on the Property on the terms and
conditions described therein.

[Insert Name of Owner]

Signature: _____

By: