

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA RATIFYING THE
CO-SPONSORSHIP AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND
LUTHER BURBANK HOME & GARDENS ASSOCIATION

WHEREAS, on May 4, 2010 by Resolution No. 27627 the Council of the City of Santa Rosa entered into a five year Lease and Administration Agreement with Luther Burbank Home & Gardens Association, a California nonprofit public benefit corporation; and

WHEREAS, the 2010 Agreement set forth terms and conditions for the City and Luther Burbank Home & Gardens Association to operate the historical property and for the Association to strive for financial independence; and

WHEREAS, on September 19, 2012, in order to provide for the orderly transition of management of the Luther Burbank Home and Gardens programs from the City to the Association, the Recreation & Parks Department Director executed a "Co-Sponsorship Agreement" with Luther Burbank Home & Gardens Association permitting access and use of the offices and office equipment on the premises of Luther Burbank Home & Gardens; and

WHEREAS, the Co-Sponsorship Agreement should have been approved by the Council of the City of Santa Rosa.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa ratifies the Co-Sponsorship Agreement with Luther Burbank Home & Gardens Association, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Council of the City of Santa Rosa intends that this ratification relate back to September 19, 2012, the date the Agreement was originally executed by the Director of Recreation and Parks.

BE IT FURTHER RESOLVED that Exhibit A is made part of this Resolution.

IN COUNCIL DULY PASSED this ____ day of _____, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____ APPROVED: _____
City Clerk Mayor

APPROVED AS TO FORM:

CF
City Attorney

Attachment: Exhibit A - Co-Sponsorship Agreement



CO-SPONSORSHIP AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND LUTHER BURBANK HOME & GARDENS ASSOCIATION SUPPORTING THE MANAGEMENT TRANSITION OF LUTHER BURBANK HOME & GARDENS PROGRAMS ACTIVITIES AND EVENTS

ADDRESS OF CO-SPONSORING ORGANIZATION:

Luther Burbank Home & Gardens Association
100 Santa Rosa Ave, Room 10
Santa Rosa, CA 95404
(707) 524-5445

NAME AND TITLE OF REPRESENTATIVE:

Daniel Flock, Vice President (Acting President), Luther Burbank Home & Gardens Association

BACKGROUND: On May 4, 2010, the City Council adopted Resolution Number 27627 approving an agreement between the City of Santa Rosa (City) and the Luther Burbank Home & Gardens Association (Association) for the five year lease and administration of the Luther Burbank Home & Gardens (LBH&G) program. It is the intent of the parties that the Association shall strive for financial independence as soon as feasible. In order to ensure the smooth transition of management of the LBH&G programs from the City of Santa Rosa to the Association, the parties desire to review and amend as needed this Attachment E AN AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND LUTHER BURBANK HOME & GARDENS ASSOCIATION SUPPORTING THE MANAGEMENT TRANSITION OF LUTHER BURBANK HOME & GARDENS PROGRAMS ACTIVITIES AND EVENTS, a twelve-month, July 1 fiscal year, co-sponsorship agreement.

DESCRIPTION OF EVENTS, PROGRAMS, AND ACTIVITIES: The Association shall conduct programs, activities and events in order to preserve the home and gardens of Luther Burbank, and share the living legacy of his life, ideals and contributions to the field of horticulture; interpret Luther Burbank's life, work, and times for modern audiences; preserve and enhance the artifacts, the site, the structures and the significant plant materials; serve the needs of Luther Burbank scholars; utilize the talent of volunteers to conduct the LBH&G programs; and provide a focus for fund-raising efforts as necessary for the support of the goals established by the Association. The Association may use the office space and equipment on the premises of the Luther Burbank Home & Gardens, 204 Santa

Rosa Avenue, Santa Rosa, CA to carry out the foregoing activities. Effective upon full execution by all parties, this Agreement shall be valid through June 30, 2013, and may be extended or renegotiated.

I. RESPONSIBILITIES AND DUTIES

A. City of Santa Rosa

- Provide access to and use of, at no cost, Luther Burbank Home & Gardens files, cupboards, books, bookshelves, furniture, and the office equipment listed in Exhibit A to this Agreement.
- Provide for on-going maintenance agreements and overhead costs of the City's computers and copy machine;
- Allow the Association to continue to utilize the 100 Santa Rosa Avenue, Room 10 address for mail and delivery services;
- Provide maintenance and upgrades to the security/fire alarm system in the Home and the Carriage House;
- Assist with the transition of data, files and records from the City to the Association;
- Provide technical assistance for the City office equipment and computers;
- Assist with review of promotional materials and advertising;
- Assist with grant administration and tracking of matching funds provided by the City;
- Assist the Garden Volunteer program by providing funds for a temporary maintenance aide position; the City shall determine the level of contribution to be provided;
- Include the Association's programs, activities and events in "Activity Guide";
- Identify LBH&G as a co-sponsored program on the RPCS website;
- Identify LBH&G as a park on the City website; and
- Create a link from the City's website to the Association's website at lutherburbank.org.

B. Luther Burbank Home & Gardens Association

- Purchase general office supplies;
- Maintain the office, workspaces, and files;
- Display exhibits and merchandise in a safe manner;
- Fund programs, activities, and events;
- Submit grant applications and pursue private funding;
- Purchase new or upgraded office equipment or furniture, as needed;
- Open and close the Home and Carriage House for programs and meetings. City maintenance/garden staff may be asked to assist from time to time or in emergencies. In addition, a jointly agreed upon monthly schedule may be established to assist the Association;
- Adhere to the *Agreement Between the City of Santa Rosa and Luther Burbank Home & Gardens Association for the Lease and Administration of Luther Burbank Home & Gardens* dated May 4, 2010; and
- Develop the Volunteer Garden program to provide internal leadership and manage the interpretive gardens and master plan of gardens.

II. MUTUAL INDEMNIFICATION:


The City agrees to assume the defense of, indemnify and hold harmless Co-Sponsor, its officers, agents and employees from all claims, liability, loss, damage and injury of any kind, nature or descriptions arising out of or resulting from the acts or omissions of City, its officers, agents, employees, and volunteers.

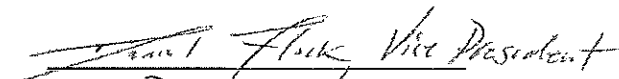
The Co-sponsor agrees to assume the defense of, indemnify and hold harmless the City of Santa Rosa, its officers, agents and employees from all claims, liability, loss, damage and injury of any kind, nature or descriptions arising out of or resulting from the acts or omissions of Co-Sponsor, its officers, agents, employees, and volunteers.

This Agreement is entered into on this 19 day of September, 2012, and may be terminated by either party by giving thirty (30) days written notice to the other.

CITY OF SANTA ROSA
RECREATION & PARKS

LUTHER BURBANK HOME &
GARDENS ASSOCIATION


Name
Title


Name DANIEL FLOCK
Title Vice - President