BURBANK CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 27, 2026
4:00 p.m. – Closed Session
5:00 p.m. – Study Session
6:00 p.m. – Open Session
Council Chamber
275 E. Olive Avenue, Second Floor

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that a Regular City Council Meeting will be held in the Council Chamber – 275 East Olive Avenue, Second Floor, on Tuesday, January 27, 2026, at 4:00 p.m., to discuss matters on the attached agenda.

Members of the public have the option to participate in the meeting via in-person and/or telephonically for Closed Session, General Public Comment, Public Hearings, and Study Sessions. They may also submit their written comments regarding City business using the eComment feature on the City website, or by emailing the City Council directly at citycouncil@burbankca.gov.

Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). For more information, please contact the ADA Coordinator at (818) 238-5051.

Interpretation Requests:
If you would like to participate in Public Comments and require an interpreter, please telephone the City Clerk's Office at (818) 238-5851 at least 48 hours in advance of the meeting.

Si desea participar en los comentarios públicos y necesita un intérprete, por favor llame a la Oficina de la Secretaria Municipal al (818) 238-5851 al menos 48 horas antes de la reunión.

Եթե ցանկանում եք մասնակցել հանրային մեկնաբանություններին և թարգմանիչ եք պահանջում, խնդրում ենք զանգահարել քաղաքապետարանի գրասենյակ՝ (818) 238-5851 հեռախոսահամարով հանդիպումից 48 ժամ առաջ:

How to View the Meeting:
Local Cable: Spectrum Channel 6 or AT&T Uverse Channel 99.
YouTube Live Streaming Channel: Click here.
City Website Live Streaming: Click here.

Public Comment Options:

1. To speak during Closed Session Public Comment, General Public Comment, Public Hearing Public Comment, and Study Session Public Comment periods during the meeting, members of the public may speak in-person in the Council Chamber or call (818) 238-3335. Speaker time limits will be determined by the Presiding Officer, depending on how many public comment cards are received and how many callers are in the queue at the commencement of each public comment period (as shown below). Additional public comment cards and calls will not be accepted once the public comment period commences.
    - 1 – 20 Total Speakers – 3 minutes each
    - 21 – 39 Total Speakers – 2 minutes each
    - 40+ Total Speakers – 1 minute each

2. The Reports to Council Public Comment periods are only accepted in person – public comment cards must be submitted before the public comment period begins for each report to Council.

Speaker time limits will be determined by the Presiding Officer depending on how many public comment cards have been received at the commencement of each public comment period (as shown below). Additional public comment cards will not be accepted once the public comment period commences.

- 1 – 20 Total Speakers – 3 minutes each
- 21 – 39 Total Speakers – 2 minutes each
- 40+ Total Speakers – 1 minute each

3. eComment will remain open until 3:00 p.m. the day of the meeting.

4. Email the City Council directly citycouncil@burbankca.gov
   Emails received on or before 3:00 p.m. on City Council Meeting Day will be distributed to the City Council in advance of the meeting. Any correspondence received after this time will be distributed the following business day.

5. The Presiding Officer has the discretion to reduce speaking time for each speaker in order to ensure that City business can be completed at a reasonable hour.

Public Disclosure:
Please be advised that any communication submitted to the City of Burbank, its officials, staff or City consultants, may be considered a public record under the Brown Act and California Public Records Act. This means that any information contained in the communication, including personal information, may be subject to public disclosure. The City reserves the right to disclose such information in accordance with the law.

This agenda contains a summary of each item of business which the City Council may discuss or act on at this meeting. The agenda packet consisting of the staff reports and all other documentation relating to each item on this agenda will be posted on the City's website at www.burbankca.gov. Any writings or documents provided to the City Council regarding any item on this agenda subsequent to distribution of the agenda packet will be posted on the City's website at www.burbankca.gov. If you have a question about any matter on the agenda, please call the Office of the City Clerk at (818) 238-5851. The Council Chamber is disabled accessible. Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). Please contact the ADA Coordinator at (818) 238-5051 with questions or concerns.

A. **Public Comment**: (On Closed Session and Study Session items only) To Comment, please telephone into the meeting at (818) 238-3335, or to speak in person a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

B. **Closed Session in City Hall First Floor Conference Room**:
   1. Conference with Legal Counsel – Existing Litigation
      a. Pursuant to Govt. Code §54956.9(d)(1)
      b. Name of Case: Melody Smalley v. City of Burbank
      c. Case No.: 25NNCV03282
      d. Brief description and nature of case: Trip and fall

   2. Conference with Legal Counsel – Existing Litigation
      a. Pursuant to Govt. Code §54956.9(d)(1)
      b. Name of Case: Aram Shahnazaryan v. City of Burbank, et al.
      c. Case No.: 24NNCV06333
      d. Brief description and nature of case: Motor vehicle accident

3. Conference with Labor Negotiator
   a. Pursuant to Govt. Code §54957.6
   b. Name of City Negotiator: Betsy McClinton, Management Services Director
   c. Name of Organizations Representing Employee: Burbank City Employees' Association

C. **Study Session: 5:00 p.m. - 6:00 p.m. - Council Chamber**:

1. Discussion of a Resolution Approving a Clean Energy Purchase Contract for Prepaid Renewable Energy – Burbank Water and Power Department

   Attachments:
   Study Session Cover Sheet
   PowerPoint Presentation

D. **Call to Order**: 6:00 p.m.

E. **Moment of Reflection**:

F. **Flag Salute**:

G. **Roll Call**:

H. **Announcements**: (The Mayor will make announcements on various topics in addition to any listed)

I. **Council Presentations/Recognitions**: (The Mayor will make presentations to various groups/persons)

1. Presentation of a Proclamation Declaring January 1-31, 2026, as “Human Trafficking Awareness Month” in the City of Burbank – City Council

J. **City Manager Report**: (Updates on Notable Events, if any)

K. **Presentations**:

1. Presentation of a Federal Legislative Update by The Ferguson Group – City Manager's Office

L. **Reporting on Closed Session**: (The City Attorney will report the Closed Session items and report out actions taken)

M. **General Public Comment**: (On any matter concerning City business and/or any agenda items.) To Comment, please telephone into the meeting at (818) 238-3335 or to speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

N. **Council, City Manager, and/or City Attorney Comment**: (Responses to General Public Comment, if any, shall be brief and in accordance with the Ralph M. Brown Act)

O. **Consent Calendar**: (Items on the Consent Calendar are generally routine matters and should be adopted by one motion without an oral report)

1. Council Minutes – City Clerk's Office

   Recommendation:
   Approve the City Council Minutes of the Joint Meeting of January 13, 2026, and the Dark Meeting of January 20, 2026.

   MOTION: Approved 5-0

   Attachments:
   Council Minutes
   Dark Meeting Minutes

2. Adoption of a Resolution Correcting Resolution No. 25-29,664 Authorizing the City Manager to Execute a Design-Build Contract with Landscape Structures, Inc. and Delegating Authority to Approve Plans and Specifications for Shade Structures at Robert E. Gross Park Ballfields – Parks and Recreation Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CORRECTING RESOLUTION NO. 25-29,664 AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND DELEGATING AUTHORITY TO APPROVE PLANS AND SPECIFICATIONS FOR SHADE STRUCTURES AT ROBERT E. GROSS PARK BALLFIELDS.

   MOTION: Adopted Substitute Resolution 5-0

   Attachments:
   SR - Resolution Correcting No. 25-29,664
   Att1 - 11.18.25 Staff Report
   Att2 - Resolution No. 25-29,664
   Att3 - Proposed Resolution
   Att4 - Sourcewell Proposal

3. Adoption of a Resolution Approving a Clean Energy Purchase Contract for Prepaid Renewable Energy – Burbank Water and Power Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK (I) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF (A) A CLEAN ENERGY PURCHASE CONTRACT FOR PREPAID RENEWABLE ENERGY AND (B) SUPPORTING AGREEMENTS, CONSISTING OF FIVE LIMITED ASSIGNMENTS OF EXISTING RENEWABLE POWER PURCHASE AGREEMENTS, A CUSTODIAL AGREEMENT, AND A LETTER AGREEMENT; AND (II) AUTHORIZING THE CITY OF BURBANK'S PARTICIPATION IN THE TRANSACTIONS CONTEMPLATED BY THE FOREGOING AGREEMENTS.

   MOTION: Adopted 5-0

   Attachments:
   SR - Clean Energy Purchase Contract
   Att1 - Resolution
   Att2 - Agreement (Copper Mountain)
   Att3 - Agreement (Desert Harvest)
   Att4 - Agreement (Don Campbell)
   Att5 - Agreement (Tule Hydro-Burbank-SCPPA)

Att6 - Agreement (Tule Hydro-SCPPA-J. Aron)
Att7 - Clean Energy Purchase Contract
Att8 - Custodial Agreement
Att9 - Letter Agreement
Att10 - Project Agreement
Att11 - Flowchart of Prepay Structure

4. Approval of a Three-Year Professional Services Agreement with Civic Calling Corporation DBA Holly, Inc., an AI-Powered Platform for Job Classification Analysis and Compensation Benchmarking – Management Services Department

Recommendation:
Approve a Three-Year Professional Services Agreement (PSA) between the City of Burbank and Civic Calling Corporation DBA Holly, Inc., an AI-Powered Platform for Job Classification Analysis and Compensation Benchmarking, in an amount up to $123,636, in accordance with the standard terms and conditions contained in the proposed PSA.

MOTION: Approved 5-0

Attachments:
SR - PSA with Holly Inc.
Att1 - Professional Services Agreement

5. Acceptance of a Donation of Gym Equipment Valued at $77,064 from the Burbank Police Foundation for the Burbank Police and Fire Departments Training Gym – Police Department

Recommendation:
Accept a donation of new gym equipment valued at $77,064 from the Burbank Police Foundation for use by the Police and Fire Departments and authorize the City Manager or designee to take any necessary action to effectuate the transfer of the donation.

MOTION: Accepted and Authorized 5-0

Attachments:
SR - Gym Equipment Donation
Att1 - Donation and Indemnity Agreement

P. **Reports to Council**: (Items listed under this section will have an oral report provided)

1. Discussion of Senate Bill 79 (SB 79) and its Potential Impacts on the City of Burbank – Community Development Department

   Recommendation:
   1. Direct staff to pursue clean-up language for SB 79 via the legislative process and coordination with applicable State representatives.
   2. Direct staff to continue to pursue discussions with the Southern California Association of Governments regarding the official SB 79 eligibility maps and with Metro regarding potential impacts to the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.
   3. Direct the Community Development Department staff to revise/update the housing development process to ensure timely and efficient processing of housing development applications, consistent with SB 79.

   Public Comment: To speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

   Council Action:
   1. Directed staff to pursue clean-up language 3-1 (Anthony, Dissent; Perez, Recused)
   2. Directed staff to 1) continue to pursue discussions with SCAG and Metro and send letters re: environmental review, 2) revise the housing development process, continue with Specific Plan preparation, and 4) provide regular reports to Council. 4-0 (Perez, Recused)

   Attachments:
   SR - SB 79 Discussion
   Att1 - Complete Text of SB 79
   Att2 - Possible TOD Exclusions
   Att3 - Comparison with Streamlined Ministerial Reviews
   Att4 - TOD Stop Locations
   Att5 - TOD Stop Zoning Analysis
   Att6 - Alternative Plan Requirements
   Att7 - Opposition Letters
   PowerPoint Presentation

2. Approval of the City of Burbank 2026 Legislative Platform – City Manager's Office

   Recommendation:
   Approve the City of Burbank 2026 Legislative Platform.

   Public Comment: To speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

   Council Action: Approved as Amended 5-0

   Attachments:
   SR - 2026 Legislative Platform
   Att1 - Redline 2025 Legislative Platform
   Att2 - Proposed 2026 Legislative Platform

Q. **Council Comments**: (Including reporting on Council committee assignments, attendance at conferences, regional meetings, and community events)

R. **Introduction of Additional Agenda Items**: (Council Members may request future agenda items)

S. **Adjournment**: To Tuesday, February 10, 2026, for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

Agenda Item – Study Session

January 27, 2026 City Council Meeting

Study Session

Discussion of a Resolution Approving a Clean Energy Purchase Contract for Prepaid Renewable Energy

All materials for this Study Session are attached to Consent Calendar Agenda Item No. 3

Discussion of a Resolution Approving a Clean Energy Purchase Contract for Prepaid Renewable Energy

City Council
January 27, 2026

WATER AND POWER

Background

- April 2024, SCPPA and Anaheim initiated prepaid clean energy contract, saving ~$3.5M annually
- Burbank has utilized this structure before for natural gas
- Burbank is now exploring a similar opportunity with SCPPA
- Would result in annual savings of ~$1.3 million for current contract years

Power Purchase Agreements Identified for Inclusion

- Desert Harvest II Solar
- Copper Mountain Solar
- Wild Rose Geothermal
- Tule Hydro



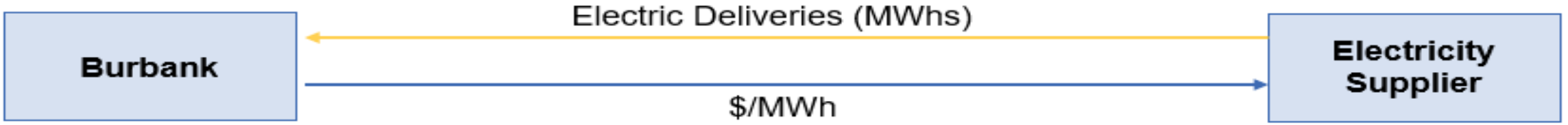
What is a Prepay Renewable Bond?

- Financial tool leveraging Burbank's tax-exempt status
- Allows prepayment for energy under existing Power Purchase Agreements using tax-exempt municipal bonds
- Results in discounted energy rates over the life of the contracts

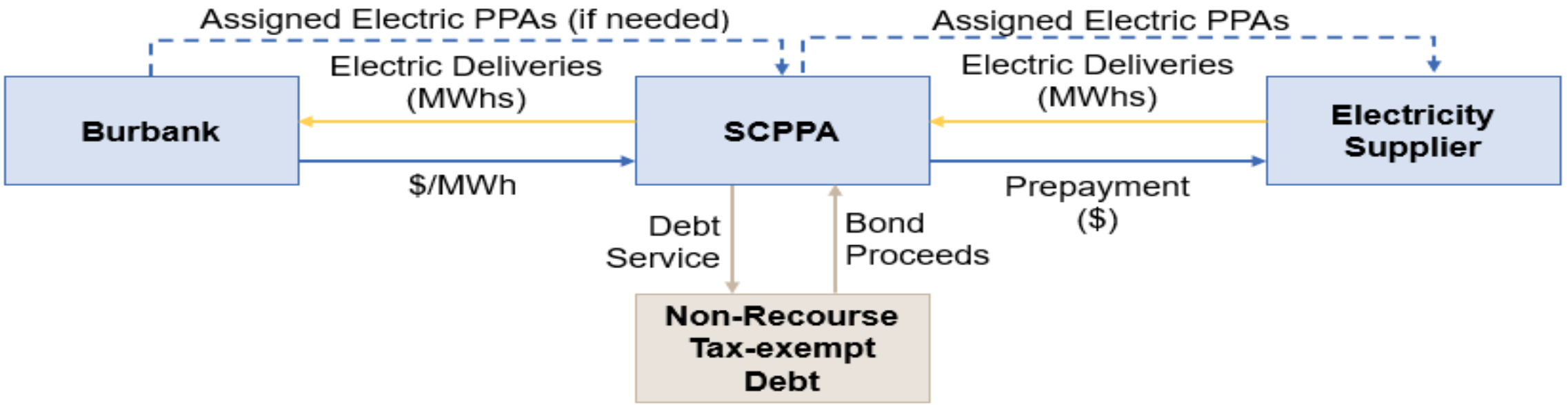


Prepayment Structure

Existing Structure:



Prepay Structure:



Risks and Benefits

- Key Risk: Transaction terminates, and Burbank no longer receives expected savings

Risk Management	Strategic Benefits
Rigorous negotiations with legal and financial counsel through SCPPA.	Ensures payment only for delivered energy and transfers debt responsibility to the Prepay Counterparty in case of default.
Reversion to original PPAs if adverse events occur (e.g., bankruptcy).	Establishes groundwork for future clean energy contracts.
Option to cancel if discount rate drops below threshold.	Potential for additional savings as new PPAs come online.
Legal and financial frameworks provide flexibility for future transactions.	Streamlines future transactions.

CONTACT

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Chief Financial Officer
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(818) 238-3723 office

CITY OF BURBANK
WATER AND POWER

CITY OF BURBANK
CITY COUNCIL MINUTES
JOINT MEETING WITH THE SUCCESSOR AGENCY,
HOUSING AUTHORITY, PARKING AUTHORITY,
AND YOUTH ENDOWMENT SERVICES FUND BOARD
TUESDAY, JANUARY 13, 2026

Call to Order:

A Closed Session Meeting of the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 4:04 p.m. by Mayor Takahashi.

Present: Council Member(s) Anthony, Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: None
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Closed Session and Study Session Public Comment:

Appearing to comment were: Veronica Christenson and Marva-Lea Kornblatt.

Calling in to comment was: Jay Geisenheimer.

There being no further response to the Mayor's invitation for Public Comment on Closed Session and Study Session matters, the City Council recessed at this time to the City Hall First Floor Conference Room to hold a Closed Session on the following:

1. Conference with Legal Counsel – Anticipated Litigation
   a. Initiation of litigation pursuant to Govt. Code §54956.9(d)(4) City as Potential Plaintiff
   b. Number of potential case(s): 1

2. Conference with Legal Counsel – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Michelle Morris v. City of Burbank
   c. Case No.: 25NNCV06802
   d. Brief description and nature of case: Trip and fall

3. Conference with Real Property Negotiator
   a. Pursuant to Govt. Code §54956.8
   b. Property: Burbank Historical Society, 115 N. Lomita Street, Burbank, CA 91506, located on portions of George Izay Park
   c. Parties Whom Agency or City is Negotiating with: Burbank Historical Society
   d. City Negotiator: Simone McFarland, Assistant Community Development Director – Business & Economic Development
   e. Terms Under Negotiation: Ground lease renewal. Terms under negotiation include, but are not limited to, term of lease, rent, use, and maintenance.

The meeting reconvened in Study Session at 5:17 p.m. with Council Member Rizzotti recused from the Study Session item.

Study Session:

1. Update on the Status of the Burbank Rancho Neighborhood Specific Plan Development Process

   Greg Mirza-Avakyan, Senior Planner, presented the PowerPoint Presentation and responded to City Council inquiries. Amanda Landry, Principal Planner, and Joseph McDougall, City Attorney, also responded to Council inquiries. Christopher Buonomo, Senior Transportation Planner, and staff from Dudek were also available for Council inquiries.

   Council Member Perez left the dais at 5:45 p.m.

   The City Council Meeting recessed at 6:07 p.m. and reconvened at 6:17 p.m.

   Council Members Perez and Rizzotti returned to the dais at 6:17 p.m.

Call to Order:

A Joint Meeting of the City Council and the Successor Agency, Housing Authority, Parking Authority, and the Youth Endowment Services Fund Board of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 6:17 p.m. by Mayor Takahashi.

Moment of Reflection:

Mayor Takahashi held a Moment of Reflection to begin the meeting with positive and collective support for our beloved community and asked for a Moment of Silence in honor of Renee Nicole Good.

Flag Salute:

The Pledge of Allegiance was led by Mayor Takahashi.

Roll Call:

Present: Council Member(s) Anthony, Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: None
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Mayor Takahashi indicated there would be two (2) periods of Public Comment at this evening's meeting and those who wish to participate in the General Public Comment period may call in at (818) 238-3335. The Reports to Council Public Comment period will only be taken in person.

Announcements:

Mayor Takahashi announced Consent Calendar Item No. 6 was removed from the agenda and would be brought to the City Council at a later date.

Mayor Takahashi displayed a PowerPoint presentation announcing the following: (1) Creative Industry Taskforce Community Workshop; (2) 2026 Homeless Count; (3) Golden State Neighborhood Protection Plan; (4) Infrastructure Oversight Board Vacancy; and (5) Art in Public Places Committee Vacancy.

Council Presentations/Recognitions:

1. Presentation of Certificates of Recognition to the Winners of the OurBurbank 2025 Holiday Decorating Contest
   Mayor Takahashi announced and presented Certificates of Recognition to the following winners of the Our Burbank 2025 Holiday Decorating Contest: Dr. Terry Moren (Residential 3rd Place), Arnulfo Padilla (Residential 2nd Place), Smeed Family, Azoy Family, and Knetchel Family (Residential 1st Place), Hudson Das and Margot Das (Youth Category), and The Actor's Group (Commercial).

2. Presentation of a Certificate of Recognition to the Burbank Tournament of Roses Association
   Mayor Takahashi presented a Certificate of Recognition to the Burbank Tournament of Roses Association and introduced Linda Cozakos, President of the Burbank Tournament of Roses Association, who made remarks and presented the float's replica of Burbank Police Department K-9 Spike's collar to Officer Corey Salas.

City Manager Report:
City Manager Hess introduced Gina Kozai, Administrative Analyst II - Burbank Police Department, who provided an update on the City's film permitting process.

Reporting on Closed Session:
City Attorney McDougall reported that the City Council met in Closed Session regarding the agendized Closed Session items and, for Item No. 1, City Council authorized staff to initiate litigation. The details regarding the defendant and the nature of the case would be disclosed upon request after the litigation has been filed and served on the defendant. For Item Nos. 2 and 3, City Council took no reportable action.

Joint General Public Comment:
Appearing to comment were: Roy Simison, Mike Van Gorder, Ron Bax, Hilda Avanessian, Angelica Ulloa, Diana Pulver, Suzanne Weerts, David Donahue, Carmenita Helligar, Jo Pimienta, Mark Scroggs, Dan K., Susan O'Carroll, and Jomo.

Calling in to comment were: Kreigh Hempel and Ali.

Council, City Manager, and/or City Attorney Comment:
Council Members and Staff responded to Public Comment.

Consent Calendar:
It was moved by Vice Mayor Mullins, seconded by Council Member Perez, to approve the Consent Calendar Item Nos. 1-5 and 7-15, with Item No. 15 approved as amended. The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

Item No. 6 was removed from the agenda and will be brought back to Council at a future meeting.

Council Member Rizzotti requested a brief update on Item No. 8. Mandip Samra, Burbank Water and Power General Manager, responded to Council inquiries.

For Item No. 15, Vice Mayor Mullins requested to modify the proposed City Council Meeting Schedule to move the Council Meeting of November 24, 2026 to November 17, 2026.

1. City Council Minutes

   Approve the City Council Minutes of the City Council Reorganization Meeting of December 15, 2025; the Regular Meeting of December 16, 2025; and the Dark Meetings of December 23 and December 30, 2025, and January 6, 2026.

2. Successor Agency Minutes

   Approve the Successor Agency Minutes of the Joint Meeting of September 9, 2025.

3. Housing Authority Minutes

   Approve the Housing Authority Minutes of the Joint Meeting of December 9, 2025.

4. Parking Authority Minutes

   Approve the Parking Authority Minutes of the Joint Meeting of October 14, 2025.

5. Youth Endowment Services Fund Board Minutes

   Approve the Youth Endowment Services Fund Board Minutes of the Joint Meeting of September 9, 2025.

6. Adoption of a Resolution Correcting Resolution No. 25-29,664 Authorizing the City Manager to Execute a Design-Build Contract with Landscape Structures, Inc. and Delegating Authority to Approve Plans and Specifications for Shade Structures at Robert E. Gross Park Ballfields *(REMOVED)*

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CORRECTING RESOLUTION NO. 25-29,664 AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND DELEGATING AUTHORITY TO APPROVE PLANS AND SPECIFICATIONS FOR SHADE STRUCTURES AT ROBERT E. GROSS PARK BALLFIELDS.

7. Adoption of a Resolution Awarding Contract Documents Including Plans, Specifications and Environmental Analysis, and Authorizing the Execution of a Construction Contract for Bid Schedule No. 1542, Burbank's Home Again Los Angeles (HALA) Access Center, to Cal-City Construction, Inc., as the Highest Ranked Bidder and Best Value to the City

   RESOLUTION NO. 26-29,676
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AWARDING CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS AND ENVIRONMENTAL ANALYSIS, AND AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACTFOR BID SCHEDULE NO. 1542, BURBANK'S HOME AGAIN LOS ANGELES (HALA) ACCESS CENTER, TO CAL-CITY CONSTRUCTION, INC., AS THE HIGHEST RANKED BIDDER AND BEST VALUE TO THE CITY.

8. Adoption of a Resolution Ratifying And Approving Community Energy Reliability And Resilience Investment Program Grant Applications for an Award of $5,186,701 for the Burbank Grid Forward 12kv Conversion Project, Commitment to Fund $36,800,000 over Fiscal Years 2027-28, 2028-29, 2029-30, and 2030-31, and Authorizing the Burbank Water and Power General Manager, as the City Manager's Designee, to Negotiate, Execute, and Implement All Required and Related Agreements and Forms with the California Energy Commission and the Department of Energy

   1. RESOLUTION NO. 26-29,677
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK RATIFYING AND APPROVING GRANT APPLICATIONS FOR AN AWARD OF $5,186,701 FROM THE COMMUNITY ENERGY RELIABILITY AND RESILIENCE INVESTMENT (CERRI) PROGRAM FOR THE BURBANK GRID FORWARD 12KV CONVERSION PROJECT (PROPOSED PROJECT) BY BURBANK WATER AND POWER (BWP), COMMITMENT TO FUND $36,800,000 OVER FISCAL YEAR (FY) 2027-28, FY 2028-29, FY 2029-30, AND FY 2030-31, AND AUTHORIZING THE BWP GENERAL MANAGER, AS THE CITY MANAGER'S DESIGNEE, TO NEGOTIATE, EXECUTE, AND IMPLEMENT ALL REQUIRED AND RELATED AGREEMENTS AND FORMS WITH THE CALIFORNIA ENERGY COMMISSION (CEC) AND THE DEPARTMENT OF ENERGY (DOE);

   2. Authorize BWP General Manager to accept all grant funds under these agreements.

9. Adoption of a Resolution Authorizing the Execution of a Grant Agreement with California Fire Foundation for Disaster Relief and Recovery, Acceptance of Grant Funds in the Amount of $25,000, and Amending the Fiscal Year 2025-26 Budget by Appropriating Funds Towards the Burbank Fire Department's Wildland Program

RESOLUTION NO. 26-29,678
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH CALIFORNIA FIRE FOUNDATION FOR DISASTER RELIEF AND RECOVERY, ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $25,000 AND AMENDING THE FISCAL YEAR 2025-26 BUDGET BY APPROPRIATING FUNDS TOWARDS THE BURBANK FIRE DEPARTMENT'S WILDLAND PROGRAM.

10. Acceptance of an Additional $382,630 from the Los Angeles County Aging and Disabilities Department - Funding for the Contracted Elderly Nutrition Program and Related Amendment of the Fiscal Year 2025–2026 Adopted Budget

    1. Accept $382,630 from the County of Los Angeles Aging and Disabilities Department, Net County Cost (NCC) and Modernizing Older Californias Act (MOCA) Funding, and Intensive Program (NSIP) Funding to extend the Contracted Elderly Nutrition Program (ENP) Older Americans Act Title III C-1 and Title III C-2 Services and Approve the Executed Elderly Nutrition Program Amendment One.

    2. Amend the Fiscal Year (FY) 2025-2026 Adopted Budget as follows upon receipt of the grant funds in FY 2025-2026 by appropriating $362,930 (NCC funding $87,000, MOCA funding $250,000 and NSIP funding $25,930) from revenue account 001.PR000.48010.1007.000000 (General Fund, Other Intergovernmental Revenue, Los Angeles County Aging and Disabilities Department Nutrition State C1) to expenditure account 001.PR42A.62300.0000.000000 (General Fund, Supplemental Nutrition Program, Special Department Supplies) and appropriating $19,700 (NSIP C2 Funding $19,700) from revenue account 001.PR000.48010.1008.000000 (General Fund, Other Intergovernmental Revenue, Los Angeles County Aging and Disabilities Department Nutrition State C2) to account number 001.PR42A.62300.0000.000000 (General Fund, Supplemental Nutrition Program, Special Department Supplies).

11. Acceptance of a Grant from California Library Literacy Services in the Amount of $39,570 for Adult Literacy Services and Amendment of the Fiscal Year 2025-26 Budget

    Accept a grant from California Library Literacy Services in the amount of $39,570 for Adult Literacy Services and authorize the Library Services Director or his designee to take all actions necessary to receive such funds and amend the Fiscal Year 2025-26 Adopted Budget as specified to receive and appropriate these grant funds.

12. Acceptance of a Donation to the Library Services Department in the Amount of $50,000 from the Friends of the Burbank Public Library to Support Early Childhood Learning and Library of Things Collection and Authorization to Amend the Fiscal Year 2025-2026 Adopted Budget

    Accept a donation from Friends of the Burbank Public Library in the amount of $50,000, authorize the Library Services Director or his or her designee to take all actions necessary to receive such funds, and amend the Fiscal Year 2025-26 Budget as specified to receive and appropriate these funds.

13. Approval of Bikeway License Agreement with the Metropolitan Transportation Authority, Construction and Maintenance Agreement with Southern California Regional Rail Authority, and Use Agreement with Los Angeles County Flood Control District for the San Fernando Bikeway Project

    Approve the following agreements related to permitting and construction of the San Fernando Bikeway Project, with reasonable changes in form and substance approved by the City Attorney's Office, and authorize the Community Development Director, as the City Manager's designee, to execute such Agreements and any necessary amendments thereto:

    a. Bikeway License Agreement with the Metropolitan Transportation Authority
    b. Construction and Maintenance Agreement with the Southern California Regional Rail Authority
    c. Use Agreement with Los Angeles County Flood Control District

14. Review of Fiscal Year 2024-25 Annual Comprehensive Financial Report (with Successor Agency, Housing Authority, Parking Authority, and Youth Endowment Services Fund Board)

    Note and file.

15. Approval of the Proposed City Council Meeting Schedule for March 2026 through February 2027

    Approve the proposed City Council Meeting Schedule for March 2026 through February 2027.

Reports to Council:

1. Appointment of City Council Members to Committee and Liaison Roles for the 2026 Calendar Year
   Cathryn LaBrado, Assistant to the City Manager, presented the report and responded to City Council inquiries. Justin Hess, City Manager, also responded to Council inquiries.

   Public Comment:
   Appearing to comment was: None.

Council Action:
It was approved by Council consensus to appoint members of the City Council to Committee and Liaison roles as listed below for the 2026 calendar year.

1. **Affordable Housing Advisory Committee**
   Mayor Takahashi and Council Member Perez

2. **Airport Ad Hoc Committee**
   Mayor Takahashi and Vice Mayor Mullins

3. **Audit Committee**
   Vice Mayor Mullins and Council Member Perez

4. **Burbank Unified School District/City Council Committee**
   Mayor Takahashi and Vice Mayor Mullins

5. **Economic Development Subcommittee**
   Vice Mayor Mullins and Council Member Rizzotti

6. **Fiscal & Treasurer's Review Group**
   Council Member Anthony and Council Member Rizzotti

7. **Public Information Office Advisory Committee**
   Mayor Takahashi and Vice Mayor Mullins

8. **American Public Power Association Policy Makers Council**
   Council Member Perez

9. **Arroyo Verdugo Communities Subregion Joint Powers Authority**
   Vice Mayor Mullins and Council Member Rizzotti (Alternate)

10. **Burbank Glendale Pasadena Regional Housing Trust Board of Directors**
    Council Member Perez and Vice Mayor Mullins (Alternate)

11. **Disaster Council (BMC Section 5-2-103 designates Mayor)**
    Mayor Takahashi and Vice Mayor Mullins

12. **Domestic Violence Task Force**
    Vice Mayor Mullins and Council Member Anthony

13. **League of California Cities**
    (Annual Statewide Voting Delegate)
    Mayor Takahashi and Vice Mayor Mullins (Alternate). If neither is available, one of the remaining Council Members can serve as alternate.

14. **League of California Cities (LA Division)**
    Mayor Takahashi and Vice Mayor Mullins

15. **San Fernando Valley Council of Governments (SFVCOG)**
    Mayor Takahashi and Council Member Perez (Alternate)

16. **San Fernando Valley Service Sector Governance Council (Metro)**
    (No Seat Currently Available)

17. **Southern California Association of Governments (SCAG) District 42 Representative**
    Council Member Perez

18. **Southern California Association of Governments (SCAG) Annual General Assembly Voting Delegate**
    Mayor Takahashi and Vice Mayor Mullins (Alternate)

19. **Valley Economic Alliance (Board of Directors)**
    Mayor Takahashi and Council Member Perez

20. **Board of Library Trustees**
    Council Member Perez

21. **Burbank Cultural Arts Commission**
    Mayor Takahashi and Council Member Anthony (Alternate)

22. **Infrastructure Oversight Board (IOB)**
    Mayor Takahashi and Vice Mayor Mullins

23. **Parks and Recreation Board**
    Council Member Rizzotti and Council Member Anthony (Alternate)

24. **Planning Commission**
    Council Member Rizzotti

25. **Police Commission**
    Vice Mayor Mullins and Council Member Rizzotti (Alternate)

26. **Senior Citizen Board**
    Vice Mayor Mullins and Council Member Anthony (Alternate)

27. **Sustainable Burbank Commission**
    Mayor Takahashi and Council Member Perez

28. **Transportation Commission**
    Council Member Anthony and Council Member Rizzotti (Alternate)

29. **Youth Board**
    Council Member Perez

30. **Burbank Association of Realtors**
    Vice Mayor Mullins and Council Member Rizzotti (Alternate)

31. **Burbank Chamber of Commerce**
    Mayor Takahashi

32. **Upper Los Angeles River and Tributaries Working Group**
    Council Member Perez and Mayor Takahashi (Alternate)

Council Comments:
Council Members reported out on Council committee assignments and attendance at conferences, regional meetings, and community events.

Consideration of Previously Introduced Additional Agenda Items:

1. **Mayor Takahashi's request for a first step report on the Downtown Paseo improvements and plans for the cultural market (December 16, 2025).**
   It was approved by roll call vote to direct staff to provide a first step report on the Downtown Paseo improvements and plans for the Downtown Burbank Cultural Market. The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

Introduction of Additional Agenda Items:
Vice Mayor Mullins requested to a Council Presentation to recognize the creators of Piper's Pals at a City Council meeting.

Adjournment:
There being no further business to come before the City Council, the meeting was adjourned at 8:28 p.m. to Tuesday, January 27, 2026, for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____
Kimberley Clark
City Clerk

_____
Tamala Takahashi
Mayor

APPROVED DATE:

CITY COUNCIL REGULAR MEETING MINUTES
DARK MEETING
TUESDAY, JANUARY 20, 2026

A Regular Meeting of the Council of the City of Burbank was not held on the above date.

Kimberley Clark City Clerk	Tamala Takahashi Mayor

APPROVED DATE:

STAFF REPORT

PARKS AND RECREATION

DATE: January 27, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
BY: Diego Cevallos, Assistant Parks and Recreation Director

SUBJECT: Adoption of a Resolution Correcting Resolution No. 25-29,664 Authorizing the City Manager to Execute a Design-Build Contract with Landscape Structures, Inc. and Delegating Authority to Approve Plans and Specifications for Shade Structures at Robert E. Gross Park Ballfields

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CORRECTING RESOLUTION NO. 25-29,664 AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND DELEGATING AUTHORITY TO APPROVE PLANS AND SPECIFICATIONS FOR SHADE STRUCTURES AT ROBERT E. GROSS PARK BALLFIELDS.

BACKGROUND

The Robert E. Gross Ballfields Shade Structures Project involves the installation of new shade structures over the bleachers at the two ballfields to improve comfort, safety, and usability for players, spectators, and park patrons. Funded through the Fiscal Year 2025–26 Adopted Budget, the project will be delivered using a design-build contract with Landscape Structures, Inc., leveraging a cooperative purchasing agreement to streamline delivery and reduce costs.

On November 18, 2025, City Council (Council) adopted Resolution No. 25-29,664 authorizing the City Manager to execute a design-build contract with Landscape Structures, Inc. for the installation of shade structures over the bleachers at the Robert E. Gross Park ballfields and delegating authority to approve plans and specifications for the project.

Following adoption of Resolution No. 25-29,664, staff identified a minor discrepancy that requires correction. The discrepancy is non-substantive in nature and, except for the correction to a lower contract amount, does not affect the previous approval by Council.

DISCUSSION

The staff report and proposal for the installation of shade structures over the bleachers at the Robert E. Gross Park ballfields presented to the Council on November 18, 2025, identified the contractual amount as $229,245.05 (Attachment 1). The Resolution, as adopted, incorrectly referenced the total contract amount as $362,486 (Attachment 2). After Council's approval, staff identified necessary corrections to the contract amount stated in the staff report and in Resolution No. 25-29,664, which both should have been $229,489.29. To ensure the administrative record is accurate and consistent with the materials considered and approved by the Council, staff is submitting the proposed Resolution revising the erroneous contract amount (Attachments 3 and 4). No other elements of the Council-approved action are being modified.

ENVIRONMENTAL REVIEW

This activity involves administrative changes to correct the contract amount stated in Resolution No. 25-29,664 and has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact resulting from this report.

CONCLUSION

The approval of the proposed Resolution corrects Resolution No. 25-29,664 (adopted on November 18, 2025), which updates the design-build contract with Landscape Structures Inc. to the correct contract amount of $229,489.29 (Attachment 4).

ATTACHMENTS

Attachment 1 – Staff Report - November 18, 2025
Attachment 2 – Resolution No. 25-29,664
Attachment 3 – Proposed Resolution
Attachment 4 – Sourcewell Proposal

STAFF REPORT

PARKS AND RECREATION

DATE: November 18, 2025

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
BY: Diego Cevallos, Assistant Parks and Recreation Director

SUBJECT: Adoption of a Resolution Authorizing the City Manager to Execute a Design-Build Contract with Landscape Structures, Inc. and Delegating Authority to Approve Plans and Specifications for Shade Structures at Robert E. Gross Park Ballfields

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND DELEGATING AUTHORITY TO APPROVE PLANS AND SPECIFICATIONS FOR SHADE STRUCTURES AT ROBERT E. GROSS PARK BALLFIELDS.

BACKGROUND

Robert E. Gross Park (Park), located at 2800 West Empire Avenue, Burbank, CA 91504, is managed by the Parks and Recreation Department (Department). The Department provides a variety of recreational programming at the Park, including youth and adult programs, seasonal camps, classes, and organized sports leagues. The Park's two ballfields host adult softball leagues, youth Hap Minor baseball and Ponytail softball, fall youth softball, and are also utilized by various permit groups throughout the year. The Park ballfields are also passively used by ultimate frisbee groups, pickup soccer players, and park patrons for open play and recreation. Other programming uses of the Park include youth sports camps, adult slow pitch softball, fast pitch softball, private rentals, and special events such as the Centennial Retro Camp Out.

During the Fiscal Year (FY) 2025-26 Budget Process, City Council (Council) approved

funding to add new shade structures to ballfields at multiple park locations. These improvements will include new shade structures over the bleachers on Ballfields one, and two. There is a significant need for shade in these areas, and the new shade structures will enhance the Park experience for visitors.

DISCUSSION

Landscape Structures, Inc. (Contractor) is a design-build company with expertise in design, conceptual development, engineering, fabrication, manufacturing, and installation. The Contractor provided the City with standardized shade products that meet the requirements for this project. The products are known for their durability, high-quality materials, and ability to withstand varying weather conditions, ensuring long-lasting functionality and aesthetic appeal. Currently, the Contractor's shade structures are installed over ballfield bleachers at Valley Park, George Izay Park, and various picnic areas and playgrounds throughout the City. The Contractor's familiarity with the City's parks, coupled with the exceptional services they provided, led staff to identify Landscape Structures, Inc. as the preferred vendor.

For this project, the Department is seeking to utilize a Cooperative Purchasing Agreement, an alternate delivery method that allows the City to leverage another public agency's competitive bid process. This reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, awarding contracts to companies offering the best value. The process eliminates much of the time required for a traditional bid and is ideal for shade structure equipment and installation, as manufacturers offer proprietary equipment. This method also helps streamline the project timeline and provides nationwide pricing, with manufacturers typically offering an 8% price reduction. This process is an optimal method for procuring the shade structure installation, offering flexibility and reduced costs.

Under Burbank Municipal Code (BMC) § 2-2-116, subdivisions I and J, Council may waive the requirement for competitive bidding by Resolution, finding that it is in the City's best interest and awarding the contract to the proposer offering the best value as defined in the solicitation.

The Contractor submitted their proposal under the City's existing Sourcewell cooperative agreement (Sourcewell Contract No. 010521-LSI). Sourcewell offers cooperative procurement opportunities to participating public entities and selected Landscape Structures as a vendor through a national competitive bidding process. BMC § 2-2-111 allows the City to secure contractors through cooperative purchases when advantageous.

The design-build delivery method will facilitate smoother coordination of design, demolition, and installation. With one contractor responsible for both design and construction, staff anticipates the project will be completed on time and within budget.

Landscape Structures' versatility and proven track record will help ensure the project is delivered efficiently without impacting the construction timeline.

If the proposed resolution is approved, the project will commence in January 2026 and completed by May 2026.

Design Immunity

To invoke design immunity protection under California Government Code § 830.6, Council or an employee exercising discretionary authority must approve the final plans and specifications for a project prior to construction. BMC § 2-2-104 grants certain employees such discretionary authority over technical specifications, plans, and drawings.

In a traditional design-bid-build project, design or plan approval often occurs when Council awards the construction project after bidding. However, in a design-build project, final plans and specifications are not completed until after Council's approval. Therefore, staff requests that the Council delegate the authority to approve the final plans and specifications to the Parks and Recreation Director.

ENVIRONMENTAL REVIEW

Staff recommends Council find the Project Categorically Exempt from environmental review under California Code of Regulations (CCR), Title 14, §§ 15301, 15302, 15303, and 15311. Specifically, CCR, Title 14, § 15301 exempts activities involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; § 15302 exempts activities pertaining to replacement or reconstruction of existing structures and facilities, where the new structures and facilities will be located on the same site and will have substantially the same purpose and capacity as the structures and facilities being replaced; § 15303 exempts activities involving the construction and location of limited numbers of new, small facilities or structures, installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure; and § 15311 exempts activities consisting of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. The shade structures will be shading the existing bleacher areas and will involve negligible or no expansion of capacity.

FISCAL IMPACT

The total contract price is $229,245.05. There will be no fiscal impact resulting from the recommended action as the Gross Ballfield Shade Structure Project was approved in the FY 2025-2026 Adopted Budget. Sufficient funds are available in the following project

account: 127.PR21A.70003.0000.25124 (Public Improvements, Facility Planning and Development, Park Improvements, Gross Ballfield Shade Structure).

CONCLUSION

The approval of the resolution to execute a design-build contract with Landscape Structures will enable the City to enhance the Park ballfields by providing much-needed shade structures. These structures offer numerous benefits, including improved safety and comfort for players and spectators by protecting them from UV rays and extreme heat. They will enhance player performance, and create a more enjoyable experience for fans, potentially encouraging longer attendance at games. Additionally, shade structures increase the facility's appeal and usage, which could generate higher revenue through increased demand for field rentals and community events. Overall, the shade structures will contribute to a safer, more comfortable, and sustainable environment for athletes, spectators, and the broader community.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Sourcewell Proposal
Attachment 3 – Rendering

RESOLUTION NO. 25-29,664

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND DELEGATING AUTHORITY TO APPROVE PLANS AND SPECIFICATIONS FOR SHADE STRUCTURES AT ROBERT E. GROSS PARK BALLFIELDS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter and Burbank Municipal Code section 2-2-111 provide that the City Council may waive formal competitive bidding by resolution and approve alternative project delivery methods such as a "cooperative agreement" to award public works construction projects when it is in the best interests of the City.

B. The cooperative agreement allows the City to utilize another public agency's bid, which includes language that the public agency is bidding on behalf of the member of the Cooperative, nationwide. This streamlines the project timeline as it reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, and eliminates the extra time needed for a bid solicitation process.

C. The cooperative agreement is an acceptable and preferable method of procurement for shade structure equipment and installation, as each manufacturer provides proprietary equipment.

D. The ballfield shade structures located at Robert E. Gross Park need replacement. As a result, the City's Parks and Recreation Department ("Department"), solicited a proposal under a cooperative purchasing agreement to select a firm to replace the ballfield shade structures at the Robert E. Gross Park Ballfields ("Project").

E. The design-build project delivery method has gained favor in the construction industry because it facilitates the coordination of civil, structural, and electrical engineering in all phases of project design and construction, minimizes change orders through early collaboration between design and construction disciplines, and reallocates design liability, project management, and other risks from the City to the selected contractor.

F. As a result, the Department desires to utilize the design-build project delivery method to complete the Project. The design-build method is both appropriate for this Project and in the best interests of the City due to the benefits outlined above. In furtherance of the Project, the Department, in conjunction with the Purchasing Manager, solicited a proposal from a design-build firm under an existing cooperative purchasing agreement to complete the Project. A proposal was received by Landscape Structures,

Inc., and independently evaluated by City staff pursuant to the City's normal competitive purchasing procedures.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Pursuant to Burbank Municipal Code section 2-2-116(I) and (J), the City Council hereby approves performing the Project using the cooperative agreement method of project delivery. Accordingly, the City Council hereby waives the traditional competitive bidding process as outlined in Burbank Municipal Code § 2-2-116 as it is determined that the cooperative purchasing agreement delivery method accompanied by a competitive proposal solicitation process is in the best interests of the City.

2. The design-build contract between the City and Landscape Structures, Inc. ("Contract"), for the design and construction of the Project, on file at the City Council Office and the Purchasing Division, are approved with such modifications as may be deemed appropriate by the City Manager or his designee.

3. This Project has been determined to be Categorically Exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to the California Code of Regulations, Title 14, Sections 15301, 15302, 15303, and 15311. Section 15301 exempts activities involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; Section 15302 exempts activities pertaining to replacement or reconstruction of existing structures and facilities, where the new structures and facilities will be located on the same site and will have substantially the same purpose and capacity as the structures and facilities being replaced; Section 15303 exempts activities involving the construction and location of limited numbers of new, small facilities or structures, installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure; and Section 15311 exempts activities consisting of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities.

4. The current total construction budget of the Project is estimated to be $362,486 but may be adjusted by the City Manager or his designee up to the total budgeted amount for the Project.

5. The City Manager or his designee is authorized to execute an agreement with Landscape Structures, Inc. for the replacement of the existing ballfield shade structures at the Robert E. Gross Park Ballfields, and the City Clerk is authorized to attest.

6. The Cooperative Agreement shall be retained as a permanent record.

PASSED and ADOPTED this 18th day of November 2025.

s/Nikki Perez
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Sei-Hee Park
Sei-Hee Park
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the 18th day of November 2025, by the following vote:

AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

PROPOSAL

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035

Sourcewell Formerly NJPA — Awarded Contract

Customer Information

CONTACT:	Parks and Recreation Administrative Offices
PHONE	(818) 238-5300
FAX:	
	email:
SHIP TO:	**City of Burbank - Robert E Gross Bleacher**
Maintenance	**2800 Empire Ave**
Kit/Info ?	**Burbank, CA 91506**
BILL TO:	**City of Burbank**
	Parks and Recreation Administrative Offices
	150 N. Third Street - 3rd Floor
	Burbank, CA 91502

Sourcewell Contract No. 010521-LSI

Destination

F.O.B.

FREIGHT ☑ Prepaid ☐ Collect

Net 30 days upon credit approv., deposit may be required

TERMS (Subject To Credit Approval By LSI)

TBD

SHIPPING TIME

Pricing Good for 60 days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		Robert E Gross Bleacher Shade				
LSI Equipment						
2	1189957-01-01	SkyWays Joined Slanted Cantilever		51,575.00	-	$ 103,150.00 T
		6 Columns + 5 HDPE Tops / Approx. 1188 Sq. Ft.			-	$ -
		incl. electronic stamped dwgs			-	$ -
					-	$ -
					-	$ -
1	Discount	Discount		(8,252.00)	-	$ (8,252.00) T
1	Discount	Discount		(214.70)	-	$ (214.70)
Services						
1	Labor	Install 6-Column Joined Cantilever Shade qty 2		108,385.00	-	$ 108,385.00
				-	-	$ -
1	Service	Survey Documents		1,055.00	-	$ 1,055.00
					-	$ -
1	Service	Survey/Utility Mapping		2,003.00	-	$ 2,003.00
					-	$ -
					-	$ -
1	Bonds	Payment & Performance Bonds		6,677.00	-	$ 6,677.00
					-	$ -
					-	$ -
		Permits not included			-	$ -
		Standard Terms and Conditions for Installation Apply				

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

		Total Weight	-
		SUBTOTAL MATERIAL	$ 212,803.30
		INSTALLATION	See Above
		FREIGHT	$ 6,500.00
	10.50%	SALES TAX	$ 9,941.75
		TOTAL	$ 229,245.05

ACCEPTED BY CUSTOMER — DATE

PRINT NAME

9/22/25

PROPOSED BY LSI REPRESENTATIVE — DATE

Scott Anderson, Sales Representative

PRINT NAME

ATTACHMENT 1

GENERAL NOTES:

DESIGN INFORMATION

CODE AND LOADS:
BUILDING CODE: CBC 2022
OCCUPANCY CLASSIFICATION - U (UTILITY & MISCELLANEOUS)
CONSTRUCTION TYPE - IIB
SINGLE STORY STRUCTURE

LOADS:
DEAD LOAD= SELF WEIGHT
LIVE LOAD = 5 PSF

DESIGN WIND LOAD Vult=105 MPH, 0.85 SEC. GUST

EXPOSURE: C
KZT: 1

GROUND SNOW LOADS: 5 PSF

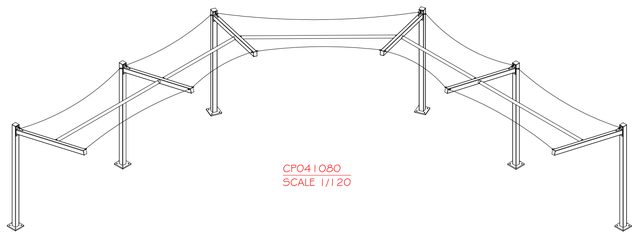
THIS STRUCTURE WAS NOT DESIGNED FOR A FLOOD HAZARD AREA.

SOILS WERE EVALUATED USING VALUES OBTAINED FROM ABOVE REFERENCED BUILDING CODE TABLE 1806.2 AND ASSUMING SOIL TYPE 4. PRIOR TO PLACEMENT OF ANY FOUNDATION ELEMENTS, CONTRACTOR SHALL EXAMINE THE SOIL AND VERIFY THE BEARING STRATA (BOTTOM OF FOOTING) DOES NOT CONTAIN MUD, ORGANIC SILT, ORGANIC CLAYS, PEAT, UNPREPARED FILL, OR ANY FORM OF NON-LOAD BEARING CAPABLE SOILS. IF ANY OF THESE CONDITIONS ARE ENCOUNTERED, CONTRACTOR SHALL NOTIFY SKYWAYS IMMEDIATELY FOR ADDITIONAL RECOMMENDATIONS.

ALLOWABLE BEARING 2000 PSF

LATERAL BEARING: 150 PSF/FT

CABLE TENSION: 700 LBS MIN



1. GENERAL NOTES:
   a. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING:
      i. AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES."
      ii. AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS."
      iii. AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A 325 OR A 490 BOLTS."
      iv. AMERICAN WELDING SOCIETY - "STRUCTURAL WELDING CODE" AWS D1.1
      v. AMERICAN SOCIETY FOR TESTING AND MATERIALS - AS REFERENCED HEREIN.
      vi. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) - AS REFERENCED.
   b. DO NOT SCALE OFF OF DRAWINGS

2. MATERIALS: MEMBERS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS U.N.O.
   a. PIPES SHALL CONFORM TO ASTM A 53, GRADE B, TYPE E OR S.
   b. STRUCTURAL TUBING SHALL CONFORM TO ASTM A 500, GRADE B/C.
   c. PLATES AND BARS SHALL CONFORM TO ASTM A 36 OR A 572 GRADE 50.
   d. TUBING SHALL BE INTERNALLY COATED WITH ZINC AND ORGANIC COATINGS TO PREVENT CORROSION AS MANUFACTURED BY ALLIED TUBE & CONDUIT.
   e. PINS SHALL CONFORM TO ASTM A 36, OR ASTM A 588, GRADE 50. ALL PINS SHALL BE GALVANIZED.
   f. ALL STRUCTURAL STEEL SHALL BE SHOT BLASTED PRIOR TO PAINT
   g. ALL WORK SHALL BE FREE OF OIL, GREASE, AND MACHINING CHIPS.

3. BOLTS AND WELDS: SHALL CONFORM TO THE FOLLOWING REQUIREMENTS U.N.O
   a. ALL WELDS SHALL BE CONTINUOUS WHERE LENGTH IS NOT GIVEN.
   b. ALL WELDS SHALL DEVELOP THE FULL STRENGTH OF THE WEAKER MEMBER. ALL WELDS SHALL BE MADE USING E70XX .035 OR .045 WIRE.
   c. ALL WELDED JOINTS SHALL CONFORM TO AWS PRE-QUALIFIED WELDED JOINTS AS DESIGNATED BY THE STANDARD WELD SYMBOLS AND TERMS AS SHOWN ON THE DRAWINGS.
   d. WELDS SHALL BE MADE ONLY BY OPERATORS WHO HAVE BEEN PREVIOUSLY QUALIFIED BY TESTS, AS PRESCRIBED IN THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY, D1.1, "STRUCTURAL WELDING CODE", TO PERFORM THE TYPE OF WORK REQUIRED.
   e. SHOP CONNECTIONS SHALL BE WELDED U.N.O. FIELD CONNECTIONS SHALL BE BOLTED AS INDICATED ON THE DRAWINGS. WELDING OF FIELD CONNECTIONS SHALL NOT BE ACCEPTED WITHOUT WRITTEN CONSENT FROM THE EOR.
   f. ALL FILLET WELDS SHALL BE A MINIMUM OF 3/16" UNLESS OTHERWISE NOTED.
   g. ALL HIGH STRENGTH BOLTS SHALL COMPLY WITH A325 OR EQUIVALENT.
   h. ALL HIGH STRENGTH NUTS SHALL COMPLY WITH A563C OR EQUIVALENT.
   i. ALL HIGH STRENGTH WASHERS SHALL COMPLY WITH F436-1 OR EQUIVALENT.
   j. ALL STAINLESS STEEL BOLTS SHALL COMPLY WITH ASTM F-593, ALLOY GROUP 1 OR 2 OR EQUIVALENT.
   k. ALL STAINLESS STEEL NUTS SHALL COMPLY WITH ASTM F-594 ALLOY GROUP 1 OR 2 OR EQUIVALENT.
   l. ALL STAINLESS STEEL WASHERS SHALL CONFORM TO TYPE 18-8 OR EQUIVALENT.
   m. ALL LOCK WASHERS SHALL BE SPLIT-RING
   n. COMMON SPRING LOCK WASHERS SHALL CONFORM TO ANSI B.18.21.1
      BOLTS SHALL BE TIGHETENED TO A SNUG CONDITION
   o. TOLERANCES ON HOLES FOR CONNECTIONG PLATES AND BOLTED ELEMENTS IN FIELD SHALL BE +1/16" LARGER THAN THE NOMINAL DIAMETER OF THE BOLT, FOR BASE PLATES IT SHALL BE 1/8" LARGER. BOLT HOLES IN METAL PARTS MAY BE BURNED USING A FLAME CUTTING MACHINE.
   p. SPECIAL ATTENTION SHALL BE GIVEN TO WELDS IN AREAS IN DIRECT CONTACT WITH SHADE FABRIC TO ENSURE THAT THESE WELDS ARE GROUND SMOOTH AND DO NOT HAVE SHARP EDGES OR BURRS.
   q. ALL THREADED ROD SHALL CONFORM TO ASTM A36, OR ASTM A 572, GRADE 50.

4. EXECUTION:
   a. STEEL FABRICATOR SHALL PROVIDE EFFECTIVE, FULL TIME QUALITY CONTROL OVER ALL FABRICATION ACTIVITIES.
   b. VISUAL INSPECTION SHALL BE PERFORMED TO ENSURE ALL WELDS CONFORM TO AWS STANDARDS.
   c. GRIND SMOOTH ALL SHARP EDGES AND CORNERS

5. CONCRETE:
   a. CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE BUILDING CODE.
   b. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
      i. **28 DAY STRENGTH: f'c=4,500 PSI (MIN.)**
      ii. AGGREGATE: HR
      iii. SLUMP: 3-5
      iv. TYPE II/V PORTLAND CEMENT SHALL CONFORM TO ASTM C-150
      v. AGGREGATE SHALL CONFORM TO ASTM C-33
      vi. NO AIR REQUIRED
   c. ALL CONCRETE STEEL REINFORCEMENT SHALL CONFORM TO ASTM A-615 GRADE 60.
   d. REINFORCING STEEL SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH THE LATEST ACI DETAILING MANUAL AND RSI MANUAL OF STANDARD PRACTICE.
   e. REINFORCING CONCRETE COVER SHALL BE 3" MIN.
   f. ALL CAST-IN-PLACE CONCRETE SHALL BE COMPACTED USING HIGH FREQUENCY VIBRATING EQUIPMENT.
   g. TOP OF PIERS ARE DESIGNED NON-CONSTRAINED.
   h. ALL ANCHOR BOLTS SET IN CONCRETE SHALL COMPLY WITH ASTM F-1554 GRADE 55
   i. **ALL NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 5000 PSI AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM C-109, ASTM C939, ASTM C1090 WHEN APPLICABLE.**
   j. PRIOR TO INSTALLATION OF FOUNDATION, INSTALLER SHALL VERIFY SOILS APPEAR TO BE CAPABLE BEARING SOILS AND ARE NOT MUDDY, LIQUIDY, OR ANY OTHER FORM OF NON-LOAD BEARING SOIL.
   k. IT IS NOT PERMITTED TO FORM PIERS USING SONOTUBE OR CASING WITHOUT PRIOR WRITTEN APPROVAL FROM ENGINEER OF RECORD.

6. STEEL CABLES:
   a. STRUCTURAL WIRE ROPE CABLES SHALL CONFORM TO THE LATEST REVISION OF ASTM A 603, "STANDARD SPECIFICATION FOR ZINC-COATED STEEL STRUCTURAL WIRE ROPE."
   b. STRUCTURAL STRAND CABLES SHALL CONFORM TO THE LATEST REVISIONS OF A 586, "STANDARD SPECIFICATION FOR ZING-COATED PARALLEL AND HELICAL STEEL WIRE STRUCTURAL STRANDS.
   c. SEVEN WIRE PRE-STRESSING STRANDS SHALL CONFORM TO THE LATEST REVISION OF ASTM A 416, "STANDARD SPECIFICATION FOR UNCOATED SEVEN WIRE STRESS RELIEVED STRAND FOR PRE-STRESSED CONCRETE" AND SHALL BE GRADE 270.
   d. WIRE ROPE CABLE SHALL BE 7X19 STRAND CORE GALVANIZED WIRE ROPE WITH A BREAKING STRENGTH VALUE OF:
      i. 1/2" DIAMETER=12 TONS
      ii. 3/8" DIAMETER=14,400 LBS
      iii. 1/4" DIAMETER=7,000 LBS
   e. CABLES SHALL BE FED THROUGH THE FABRIC SLEEVES AROUND THE PERIMETER OF THE CANOPY AND TENSIONED UNTIL THE FABRIC PANELS (DESIGNED PURPOSELY UNDERSIZED) REACH A TAUGHT APPEARANCE. ANY LONG-TERM CABLE SAG SHALL BE MINIMIZED DURING THE MAINTENANCE RE-TIGHTENING VISITS AS REQUIRED.

7. FABRIC NOTES:
   a. FABRIC SHALL BE MANUFACTURED BY GALE PACIFIC OR ANY OTHER MANUFACTURER WHO CAN MEET THE SPECIFICATIONS LISTED BELOW.
   b. FABRIC SHALL BE POLYETHYLENE MATERIAL
   c. THE FABRIC SHALL ACHIEVE AN ULTIMATE TENSILE CAPACITY WHEN TESTED PER ASTM D-5034 IN THE:
   d. WARP DIRECTION OF 100 LBS PER INCH AT 66% MAX ELONGATION.
   e. FILL DIRECTION OF 50 LBS PER INCH AT 33% MAX ELONGATION.
   f. ACROSS THE SEAM OF STITCHING OF 80 LBS PER INCH AT 80% MAX ELONGATION
   g. THE FABRIC SHALL RETAIN 80% OF ITS TENSILE AND TEARING STRENGTH AFTER ULTRAVIOLET EXPOSURE PER ASTM G53 USING A 313 NM LIGHT SOURCE FOR 500 HOURS WHILE MOISTENED FOR 1 HOUR EVERY 12 HOURS.
   h. FABRIC SHALL REQUIRE ANNUAL INSPECTION AND MAINTENANCE. FABRIC SAMPLES OF THE SAME MATERIAL WHICH ARE MAINTAINED AT THE PROJECT SITE SHALL BE TESTED TO BE IN COMPLIANCE WITH ASTM D5034 AND D2261. THE ANNUAL TESTING ON THE APPROVED PLANS SHALL BE COMPARED TO THE FABRIC SPECIFICATIONS INDICATED ABOVE. THE FABRIC SHALL BE REPLACED WHEN THE TEST RESULTS RETURN LESS THAN 50% OF THE ULTIMATE VALUES NOTED ABOVE.
   i. **IT IS REQUIRED THAT THE FABRIC TOP SHALL BE REMOVED PRIOR TO A NATURAL EVENT WHERE THE SNOW AND WIND EXPECTATIONS EXCEEDS THOSE SHOWN UNDER DESIGN INFORMATION.**
   j. A VISUAL INSPECTION LOOKING FOR TEAR AND ABNORMAL WEAR IN FABRIC MATERIAL AND THREAD IS REQUIRED PRIOR TO RE-INSTALLATION. SHADE STRUCTURE MANUFACTURER SHALL BE NOTIFIED IF SIGNIFICANT DAMAGE IS PRESENT BEFORE RE-INSTALLATION.
   k. FABRIC MEMBRANES SHALL CONFORM TO FIRE PROPAGATION PERFORMANCE CRITERIA OF NFPA 701, OR HAVE A FLAME SPREAD INDEX NOT GREATER THAN 25 WHEN TESTED IN ACCORDANCE WITH ASTM E 84.

skyways
by landscape structures

ISO 14001:2015 CERTIFIED ISO 9001:2015 COMPANY

AISC CERTIFIED FABRICATOR Certification Type BU

Skyways
by Landscape Structures Inc.
8131 Forney Rd.
Dallas TX, 75227
playlsi.com

Stamp:

Project Info:

Slanted Cantilever

Robert E. Gross Bleacher

Burbank, CA

Project No.

1189957-01-02

Sheet title

GENERAL NOTES

Sheet Size:

'D' 34"x22"

Reference Scale:

1" 1/2" 1/2" 1/2"

Revisions

#	Revision	Date	By
A	For Approval	09/24/25	DG

Quality approval:
1/1/2050 XX Work In Progress (PS)

Drawn by:
DG

Designed by:
TM

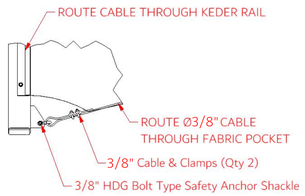
Approved by:
TM

Drawing:
100-2025-518 1189957-01-02 CP041080

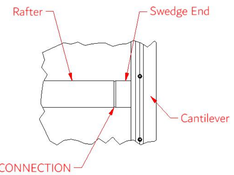
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1

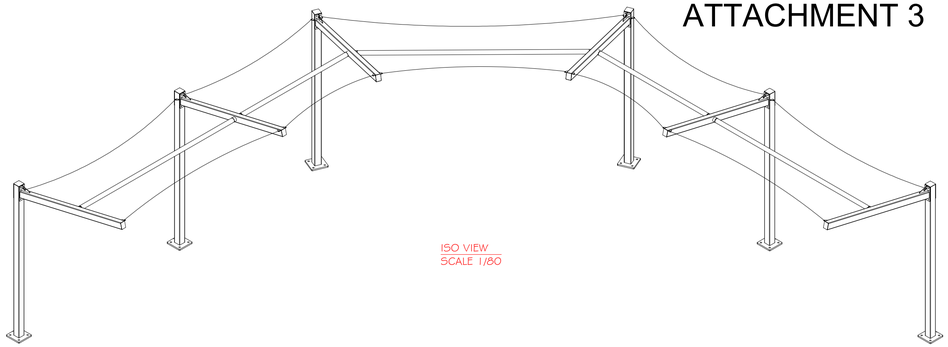
ATTACHMENT 3



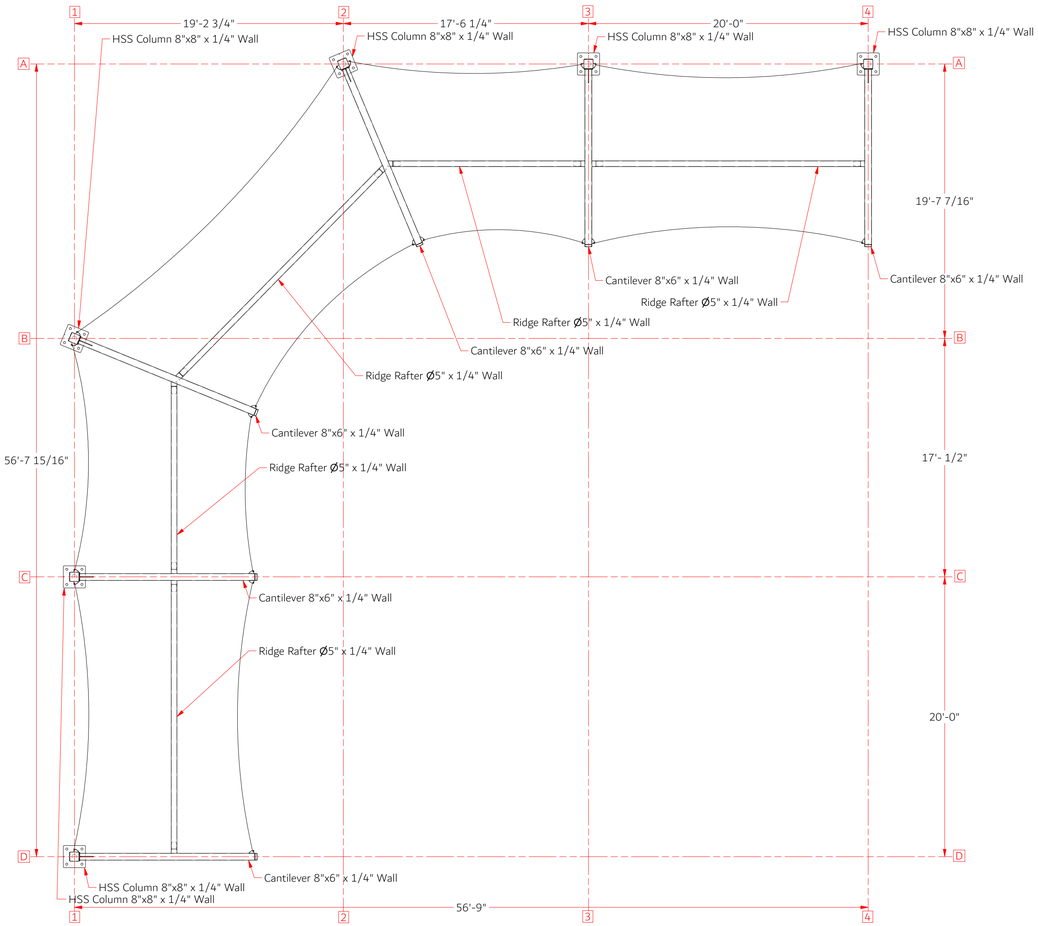
TYP SHADE-KEDAR CONNECTION
SCALE N.T.S.



TYPICAL RAFTER CONNECTION
SCALE N.T.S.

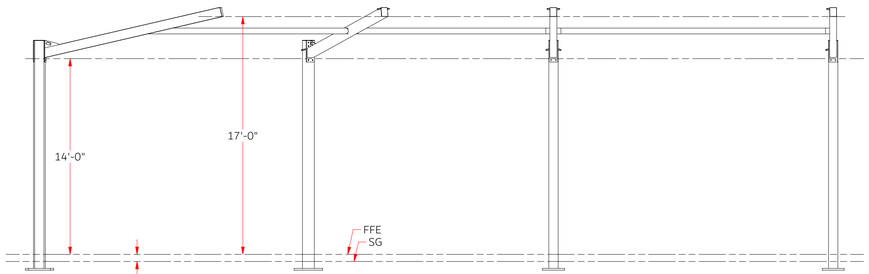


ISO VIEW
SCALE 1/80

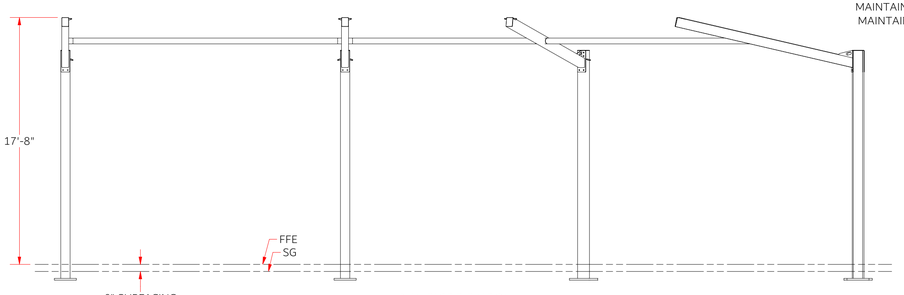




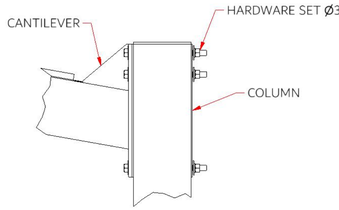
PLAN VIEW
SCALE 1/65



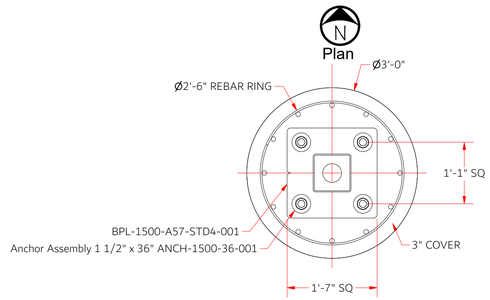
PLAN SOUTH ELEVATION
SCALE 1/65 WEIGHT: N/A

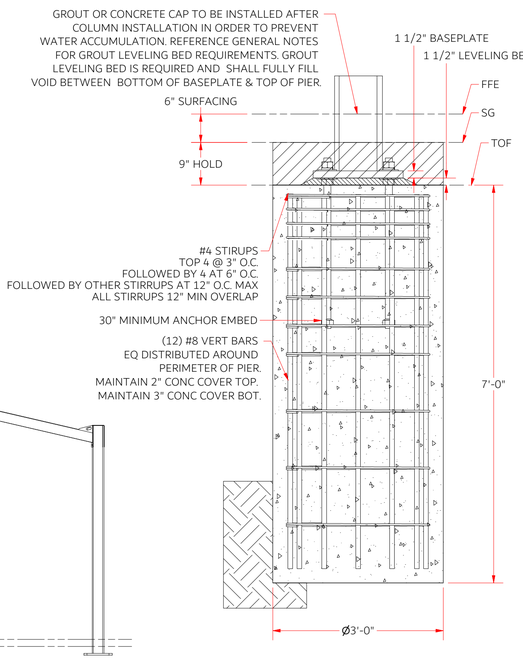


PLAN EAST ELEVATION
SCALE 1/65



TYP. COLUMN CONNECTION
SCALE N.T.S.





PIER DETAIL VIEW
SCALE 3/4"=1'

ATTACHMENT 1-10

skyways
by landscape structures

ISO 14001:2015
ISO 9001:2015 CERTIFIED COMPANY
AISC CERTIFIED FABRICATOR Certification Type BU

Skyways
by Landscape Structures Inc.
8131 Forney Rd.
Dallas TX, 75227
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Stamp:

Project Info:

Slanted Cantilever

Robert E. Gross Bleacher

Burbank, CA

Project No.

1189957-01-02

Sheet title

PLANS & SECTIONS

Sheet Size:

'D' 34"x22"

Reference Scale:

1" 1/2" 1/2" 1/2"

Revisions

#	Revision	Date	By
A	For Approval	09/24/25	DG

Quality approval:
1/1/2050 XX Work In Progress (PS)

Drawn by:
DG

Designed by:
TM

Approved by:
TM

Drawing:
100-2025-518 1189957-01-02 CP041080

Sheet No.:

2

RESOLUTION NO. 25-29,664

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND DELEGATING AUTHORITY TO APPROVE PLANS AND SPECIFICATIONS FOR SHADE STRUCTURES AT ROBERT E. GROSS PARK BALLFIELDS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter and Burbank Municipal Code section 2-2-111 provide that the City Council may waive formal competitive bidding by resolution and approve alternative project delivery methods such as a “cooperative agreement” to award public works construction projects when it is in the best interests of the City.

B. The cooperative agreement allows the City to utilize another public agency’s bid, which includes language that the public agency is bidding on behalf of the member of the Cooperative, nationwide. This streamlines the project timeline as it reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, and eliminates the extra time needed for a bid solicitation process.

C. The cooperative agreement is an acceptable and preferable method of procurement for shade structure equipment and installation, as each manufacturer provides proprietary equipment.

D. The ballfield shade structures located at Robert E. Gross Park need replacement. As a result, the City’s Parks and Recreation Department (“Department”), solicited a proposal under a cooperative purchasing agreement to select a firm to replace the ballfield shade structures at the Robert E. Gross Park Ballfields (“Project”).

E. The design-build project delivery method has gained favor in the construction industry because it facilitates the coordination of civil, structural, and electrical engineering in all phases of project design and construction, minimizes change orders through early collaboration between design and construction disciplines, and reallocates design liability, project management, and other risks from the City to the selected contractor.

F. As a result, the Department desires to utilize the design-build project delivery method to complete the Project. The design-build method is both appropriate for this Project and in the best interests of the City due to the benefits outlined above. In furtherance of the Project, the Department, in conjunction with the Purchasing Manager, solicited a proposal from a design-build firm under an existing cooperative purchasing agreement to complete the Project. A proposal was received by Landscape Structures,

Inc., and independently evaluated by City staff pursuant to the City's normal competitive purchasing procedures.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Pursuant to Burbank Municipal Code section 2-2-116(I) and (J), the City Council hereby approves performing the Project using the cooperative agreement method of project delivery. Accordingly, the City Council hereby waives the traditional competitive bidding process as outlined in Burbank Municipal Code § 2-2-116 as it is determined that the cooperative purchasing agreement delivery method accompanied by a competitive proposal solicitation process is in the best interests of the City.

2. The design-build contract between the City and Landscape Structures, Inc. ("Contract"), for the design and construction of the Project, on file at the City Council Office and the Purchasing Division, are approved with such modifications as may be deemed appropriate by the City Manager or his designee.

3. This Project has been determined to be Categorically Exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to the California Code of Regulations, Title 14, Sections 15301, 15302, 15303, and 15311. Section 15301 exempts activities involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; Section 15302 exempts activities pertaining to replacement or reconstruction of existing structures and facilities, where the new structures and facilities will be located on the same site and will have substantially the same purpose and capacity as the structures and facilities being replaced; Section 15303 exempts activities involving the construction and location of limited numbers of new, small facilities or structures, installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure; and Section 15311 exempts activities consisting of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities.

4. The current total construction budget of the Project is estimated to be $362,486 but may be adjusted by the City Manager or his designee up to the total budgeted amount for the Project.

5. The City Manager or his designee is authorized to execute an agreement with Landscape Structures, Inc. for the replacement of the existing ballfield shade structures at the Robert E. Gross Park Ballfields, and the City Clerk is authorized to attest.

6. The Cooperative Agreement shall be retained as a permanent record.

PASSED and ADOPTED this 18th day of November 2025.

s/Nikki Perez
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Sei-Hee Park
Sei-Hee Park
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the 18th day of November 2025, by the following vote:

AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CORRECTING RESOLUTION NO. 25-29,664 AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND DELEGATING AUTHORITY TO APPROVE PLANS AND SPECIFICATIONS FOR SHADE STRUCTURES AT ROBERT E. GROSS PARK BALLFIELDS

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Section 4 of Resolution No. 25-29,664 is amended as follows:

    4. The current total construction budget of the Project is estimated to be $229,489.29, but may be adjusted by the City Manager or his designee up to the total budgeted amount for the Project.

2. All other sections set forth in No. 25-29,664 remains in full force and effect.

PASSED and ADOPTED this _____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Catherine Kim
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2026, by the following vote:

AYES

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

PROPOSAL

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035

Sourcewell Formerly NJPA Awarded Contract

Customer Information

CONTACT:	Parks and Recreation Administrative Offices
PHONE	(818) 238-5300
FAX:	
	email:
SHIP TO:	**City of Burbank - Robert E Gross Bleacher**
Maintenance	**2800 Empire Ave**
Kit/Info ?	**Burbank, CA 91506**
BILL TO:	**City of Burbank**
	Parks and Recreation Administrative Offices
	150 N. Third Street - 3rd Floor
	Burbank, CA 91502

Sourcewell Contract No. 010521-LSI

Destination

F.O.B.

FREIGHT ☑ Prepaid ☐ Collect

Net 30 days upon credit approv., deposit may be required

TERMS (Subject To Credit Approval By LSI)

TBD

SHIPPING TIME

Pricing Good for 60 days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		Robert E Gross Bleacher Shade				
LSI Equipment						
2	1189957-01-01	SkyWays Joined Slanted Cantilever		51,575.00	-	$ 103,150.00 T
		6 Columns + 5 HDPE Tops / Approx. 1188 Sq. Ft.			-	$ -
		incl. electronic stamped dwgs			-	$ -
					-	$ -
					-	$ -
1	Discount	Discount		(8,252.00)	-	$ (8,252.00) T
					-	$ -
Services						
1	Labor	Install 6-Column Joined Cantilever Shade qty 2		108,385.00	-	$ 108,385.00
				-	-	$ -
1	Service	Survey Documents		1,055.00	-	$ 1,055.00
					-	$ -
1	Service	Survey/Utility Mapping		2,003.00	-	$ 2,003.00
					-	$ -
					-	$ -
1	Bonds	Payment & Performance Bonds		6,684.00	-	$ 6,684.00
					-	$ -
					-	$ -
		Permits not included			-	$ -
		Standard Terms and Conditions for Installation Apply				

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

		Total Weight	-
		SUBTOTAL MATERIAL	$ 213,025.00
		INSTALLATION	See Above
		FREIGHT	$ 6,500.00
	10.50%	SALES TAX	$ 9,964.29
		TOTAL	$ 229,489.29

ACCEPTED BY CUSTOMER DATE

PRINT NAME

9/22/25

PROPOSED BY LSI REPRESENTATIVE DATE

Scott Anderson, Sales Representative

PRINT NAME

STAFF REPORT

WATER AND POWER

DATE: January 27, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
VIA: Joseph Lillio, Chief Financial Officer *Joseph Lillio, CFO*
BY: Stela Kalomian, Financial Planning and Risk Manager *Stela Kalomian*

SUBJECT: Adoption of a Resolution Approving a Clean Energy Purchase Contract for Prepaid Renewable Energy

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK (I) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF (A) A CLEAN ENERGY PURCHASE CONTRACT FOR PREPAID RENEWABLE ENERGY AND (B) SUPPORTING AGREEMENTS, CONSISTING OF FIVE LIMITED ASSIGNMENTS OF EXISTING RENEWABLE POWER PURCHASE AGREEMENTS, A CUSTODIAL AGREEMENT, AND A LETTER AGREEMENT; AND (II) AUTHORIZING THE CITY OF BURBANK'S PARTICIPATION IN THE TRANSACTIONS CONTEMPLATED BY THE FOREGOING AGREEMENTS (Attachment 1).

BACKGROUND

In August 2007, following the City Council's (Council) approval, SCPPA, on behalf of five participants, including BWP, entered into a prepaid natural gas transaction with Goldman Sachs' commodities group, J. Aron, for a 30-year supply of natural gas. SCPPA procured this gas at a substantial discount. BWP's share translated into annual savings of approximately $800,000, or about $24 million over the 30-year term. This 2007 transaction marked BWP's first participation in a prepaid energy deal, which continues to provide benefits equivalent to savings of roughly $0.75 per Million Metric British Thermal Units (MMBtu).

In April 2024, SCPPA and the City of Anaheim Public Utilities Department (Anaheim) executed a clean energy purchase contract and related agreements designed to achieve cost savings of approximately 15% per year on existing power purchase agreements.

Anaheim was the first publicly owned utility in California to execute this type of transaction, which has also been utilized by more than a dozen Community Choice Aggregators (CCAs) to generate similar savings. The success of Anaheim's transaction demonstrated the potential benefits of this structure for other SCPPA members. Consequently, BWP entered into discussions with SCPPA to explore a comparable opportunity to achieve cost savings for Burbank's customers.

DISCUSSION

BWP continues to make progress towards meeting state environmental mandates to increase renewable power supplies. To support the state's goals of 60% renewable power by 2030 and 100% carbon-free energy by 2045, while strategically mitigating rate impacts to customers, BWP is proposing a prepaid renewable energy transaction through SCPPA, a twelve-member Joint Powers Authority (JPA) comprised of publicly owned utilities. SCPPA has previously completed similar financing transactions to achieve energy price savings for Anaheim. BWP is participating in the prepay energy deal through SCPPA alongside three other SCPPA members—Pasadena, Vernon, and Colton, which will allow all parties to reach certain economies of scale and greater savings that come from a larger transaction.

Under the proposal, BWP would make a limited assignment of its interests under the Tule Hydro Power Purchase Agreement (PPA). SCPPA would, in turn, make a limited assignment of these interests, along with limited portions of certain SCPPA renewable power purchase agreements to J. Aron, a wholly owned subsidiary of Goldman Sachs & Co. LLC (Goldman Sachs). The limited assignments would allocate a substantial portion, but not all, of BWP's interests in each of these projects for prepayment.

SCPPA would issue tax-exempt prepay energy bonds, with Goldman Sachs serving as underwriter. Bond proceeds would be used to make an upfront prepayment for a 30-year supply of electricity under a Master Power Sales Agreement (MPSA) between SCPPA and Aron Energy Prepay 51 LLC, a subsidiary of J. Aron (Electricity Supplier). BWP would subsequently repurchase the renewable energy from SCPPA through a Clean Energy Power Contract (CEPC).

This structure enables SCPPA to sell energy back to BWP at per-megawatt-hour (MWh) prices, which are discounted from those in the existing PPAs, thereby generating ongoing cost savings. The delivery period will include an initial period and subsequent reset periods (Reset Periods) based on interest rate terms, with the initial period fixed for 5 to 10 years, depending on market conditions. If the available discount percentage for any Reset Period falls below the minimum threshold, typically less than 5%, Burbank may choose not to take the assigned electricity for that period. Instead, the energy would be remarketed for the duration of the Reset Period, and Burbank would revert to its original PPA, continuing to receive renewable energy.

The Electricity Supplier will enter into a Funding Agreement, and use proceeds from SCPPA's upfront prepayment to fund a deposit with a Funding Recipient (which will be selected closer to the time of transaction execution). The Electricity Supplier will receive amounts corresponding to its monthly prepaid purchase obligations. J. Aron, an assignee under the Limited Assignment Agreements (LAAs), will enter into a long-term Electricity Purchase, Sale and Service Agreement (EPSSA) with the Electricity Supplier. J. Aron will purchase assigned quantities directly from the PPA sellers, sell them to the Electricity Supplier under the EPSSA, and the Electricity Supplier will, in turn, sell that energy to SCPPA under the MPSA. Under the CEPC, SCPPA will then sell the assigned electricity to Burbank at a discount to the PPA price. A flowchart illustrating the transactions within the prepay structure is attached (Attachment 11).

Upon expiration of the initially assigned PPAs, Burbank will use commercially reasonable efforts to assign replacement power purchase agreements and will pay SCPPA a market-based index price less a discount for the electricity received under such replacement PPAs.

BWP, the other participants, SCPPA, J. Aron, and US Bank, as custodian, will also enter custodial agreements (PPA Payment Custodial Agreements) to administer payments to be received by the sellers of assigned electricity (PPA Sellers) pursuant to the assigned PPAs. The PPA Payment Custodial Agreements provide a mechanism for the deposit of funds and an order for the application of payments, together with true-up mechanisms.
The Joint Project Agreement provides a mechanism for the participants in this prepaid renewable energy transaction to coordinate on joint actions, including the creation of a joint project committee, management of the transaction, and billing matters.

The long-term structure (of the prepaid renewable energy transaction) provides greater budget certainty, supporting long-range planning and rate stability. While some provisions are still being finalized and the precise savings have not yet been determined, similar prepay financings by other California public agencies have yielded savings of 8-18%; however, current market conditions are yielding 8-12% savings. Any realized savings would allow BWP to reinvest in additional renewable energy resources.

BWP currently plans to include four existing PPAs—Copper Mountain Solar III, Desert Harvest II, Don Campbell, and Tule Hydro—in the prepay structure. These PPAs were identified as strong candidates due to their relatively higher costs and long remaining contract terms.

- Copper Mountain Solar III: 250 MW solar photovoltaic project in Clark County, Nevada.

- Desert Harvest II: 70 MWAC solar project in Riverside County, California.
- Don Campbell: 16 MW net-capacity geothermal project in Mineral County, Nevada.
- Tule Hydro: 6.4 MW small run-of-river hydroelectric facility on the Tule River in Tulare County, California.

As other renewable PPAs reach commercial operation, BWP will consider additional prepay transactions to capture further savings when market conditions are favorable. This prepay financing structure has been authorized by the governing boards of 14 other tax-exempt power agencies in California. BWP has closely monitored these transactions to ensure that potential risks are understood and mitigated.

Risk Mitigation
The proposed structure incorporates comprehensive risk mitigation provisions designed to protect BWP and its customers. In the event of adverse circumstances, such as market changes, bankruptcy, or default by a counterparty, all assigned PPAs and their respective terms would revert to BWP. Termination of the MPSA would also terminate the CEPC.

The agreements include “off-ramp” provisions that allow BWP to withdraw from the transaction if the savings fall below an acceptable threshold. The initial discount is guaranteed for the initial period. For subsequent Reset Periods, if the discount rate declines beyond a defined level, BWP may terminate the LAAs and resume direct control of the PPAs.

If the assigned electricity delivered to SCPPA for any month is less than the assigned prepaid quantities, the MPSA requires the Electricity Supplier to make a payment to SCPPA, less any applicable remarketing fee, in lieu of payments SCPPA would have received from the sale of such undelivered quantities to the respective project participant. Additionally, the MPSA and CEPC provide that if Burbank lacks sufficient demand for assigned prepay quantities, it may request, or be deemed to request, the Electricity Supplier to remarket a portion of the prepaid electricity.

To convert variable market proceeds into fixed amounts that correspond with fixed bond debt service, SCPPA and the Electricity Supplier will enter into commodity price swaps, each administered under separate swap custodial agreements. These contain provisions designed to mitigate risks to SCPPA and the bondholders to administer payments under the respective commodity swaps in the event that the commodity swaps are triggered.

Counterparty risk is further mitigated by SCPPA’s appointment of a board member to the Electricity Supplier’s governing board with specific consent and voting rights and by protective covenants in the contracts. A governance document among SCPPA participants will also define collective decision-making procedures related to the LAAs.

The CEPC and LAAs contain customary provisions for default and termination. To the extent that Burbank is not the defaulting party, it will not be liable for additional payments other than administrative or legal costs associated with unwinding the transaction.

ENVIRONMENTAL REVIEW

The proposed action is a purely administrative and financial transaction that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and therefore is not a "project" as defined in Section 21065 of the California Environmental Quality Act (CEQA) Guidelines and such activity is not subject to CEQA under Section 15060(c)(2) and (c)(3) and Section 15378.

FISCAL IMPACT

Potential savings for the Electric Utility Fund are estimated at $1 million to $1.3 million per year.

CONCLUSION

At the January 8, 2026, BWP Board meeting, BWP's Board members supported the recommendation to approve the clean energy purchase contract for prepaid renewable energy by a 6-0 vote. There was one Board Member absent.

Participation in the proposed renewable energy prepayment transaction represents a prudent and strategic opportunity for BWP to achieve measurable cost savings while advancing state renewable energy mandates and carbon reduction goals. Through its partnership with SCPPA, BWP can leverage tax-exempt financing to lower the effective cost of existing renewable PPAs without compromising operational reliability or energy delivery commitments.

This transaction structure, successfully implemented by other California public agencies, incorporates robust risk mitigation measures to safeguard BWP's interests and protect ratepayers. By pursuing this opportunity, BWP is demonstrating financial prudence and responsible stewardship of ratepayer funds. This approach will enhance long-term budget certainty, strengthen rate stability, and create capacity for reinvestment in additional clean energy resources. Approval of the recommended agreements will enable BWP to proceed with a low-risk financing mechanism that supports the City's ongoing commitment to environmental sustainability and fiscal responsibility.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Limited Assignment Agreement (Copper Mountain—Burbank)
Attachment 3 – Limited Assignment Agreement (Desert Harvest—Burbank)
Attachment 4 – Limited Assignment Agreement (Don Campbell—Burbank)

Attachment 5 – Limited Assignment Agreement (Tule Hydro—Burbank/SCPPA)
Attachment 6 – Limited Assignment Agreement (Tule Hydro—SCPPA/J. Aron)
Attachment 7 – Clean Energy Purchase Contract
Attachment 8 – Custodial Agreement
Attachment 9 – Letter Agreement
Attachment 10 – Project Agreement
Attachment 11 – Flowchart of Prepay Structure

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK (I) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF (A) A CLEAN ENERGY PURCHASE CONTRACT FOR PREPAID RENEWABLE ENERGY AND (B) SUPPORTING AGREEMENTS, CONSISTING OF FIVE LIMITED ASSIGNMENTS OF EXISTING RENEWABLE POWER PURCHASE AGREEMENTS, A CUSTODIAL AGREEMENT, AND A LETTER AGREEMENT; AND (II) AUTHORIZING THE CITY OF BURBANK'S PARTICIPATION IN THE TRANSACTIONS CONTEMPLATED BY THE FOREGOING AGREEMENTS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. WHEREAS, the City of Burbank ("City") has participated with other members of the Southern California Public Power Authority ("SCPPA") in examining alternative means by which to finance the purchase of critically necessary renewable energy for compliance with the State's renewable energy requirements and to fulfill the City's electric generation responsibilities to its citizens; and

B. WHEREAS, the City has examined and considered the advantages of utilizing a prepayment structure through SCPPA for the financing of renewable energy; and

C. WHEREAS, the City and SCPPA each independently concluded their examinations of the proposed renewable energy prepayment financing structure and selected a renewable energy supplier (J. Aron & Company LLC, "J. Aron") to implement the proposal; and

D. WHEREAS, in connection with such financing, it is contemplated that the City will assign to SCPPA certain rights and obligations of the City in its Renewable Power Purchase and Sale Agreement (the "Tule Hydro PPA") with Tule Hydro, LLC ("Tule Hydro") (the "Tule Hydro Assignment") and to consent to SCPPA's assignment of certain rights and obligations of the City's Power Sales Agreements in connection with the Renewable Power Purchase and Sale Agreement (the "Copper Mountain PPA") with Copper Mountain Solar 3, LLC ("Copper Mountain"), the Renewable Power Purchase and Sale Agreement (the "Desert Harvest PPA") with Desert Harvest II LLC ("Desert Harvest"), its Renewable Power Purchase and Sale Agreement (the "Don Campbell PPA", and together with the Tule Hydro PPA, the Copper Mountain PPA, the Desert Harvest PPA and the Don Campbell PPA, collectively, the "Assigned PPAs") with ORNI 47 LLC ("ORNI 47"), and its interest under the Tule Hydro Assignment, including the City's right and obligation to purchase electric energy

under the Assigned PPAs; and

E. WHEREAS, a Clean Energy Purchase Contract between the City and SCPPA (the "Clean Energy Purchase Contract") will provide for terms under which the City will pay for and be entitled to the energy provided by SCPPA relating to the Assigned PPAs;

F. WHEREAS, the foregoing transactions are purely administrative and financial and would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and therefore is not a "project" as defined in Section 21065 of the California Environmental Quality Act (CEQA) Guidelines and such activity is not subject to CEQA under Section 15060(c)(2) and (c)(3) and Section 15378; and

G. WHEREAS, the City desires to participate in the proposed renewable energy prepayment financing structure to finance the purchase of renewable energy, comply with State renewable energy requirements, and fulfill its responsibilities to provide reliable electric energy to its citizens, and desires to enter into the Prepay Agreements (as defined below).

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. In accordance with the City Charter and the laws of the City, the City Council hereby approves, in substantial form, the following agreements (collectively, the "Prepay Agreements"), each of which in substantial form is on file with the City Clerk:

a. A Limited Assignment Agreement with SCPPA, assigning to SCPPA certain of the City's rights and obligations to receive and pay for renewable energy and associated resources under the Copper Mountain PPA;

b. A Limited Assignment Agreement with SCPPA, assigning to SCPPA certain of the City's rights and obligations to receive and pay for renewable energy and associated resources under the Desert Harvest PPA;

c. A Limited Assignment Agreement with SCPPA, assigning to SCPPA certain of the City's rights and obligations to receive and pay for renewable energy and associated resources under the Don Campbell PPA;

d. A Limited Assignment Agreement with SCPPA, assigning to SCPPA certain of the City's rights and obligations to receive and pay for renewable energy and associated resources under the Tule Hydro PPA;

e. A Limited Assignment Agreement with SCPPA and J. Aron, assigning to J.

Aron certain of the SCPPA's rights and obligations to receive and pay for renewable energy and associated resources under the Tule Hydro PPA;

f. A Clean Energy Purchase Contract with SCPPA by which SCPPA will sell to the City at discounted prices the prepaid renewable energy and associated resources generated by the Assigned PPAs;

g. A Custodial Agreement with J. Aron and U.S. Bank Trust Company, National Association, as custodian, to establish bank accounts for and administer payments to Assigned PPAs in satisfaction of performance under their respective PPAs;

h. A Joint Project Agreement among SCPPA and all prepay participants, governing the allocation of excess funds at each year-end and other joint SCPPA/prepay participant matters; and

i. A Letter Agreement with SCPPA, providing that the parties may terminate the Limited Assignment Agreements only upon certain specified events.

2. The City Council hereby finds that the entering into the Prepay Agreements and the transactions contemplated therein are purely administrative and financial and would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and therefore is not a "project" as defined in Section 21065 of the California Environmental Quality Act (CEQA) Guidelines and such activity is not subject to CEQA under Section 15060(c)(2) and (c)(3) and Section 15378.

3. The City Council hereby authorizes BWP's General Manager to execute and deliver and to consent to SCPPA's execution and delivery of each of the Prepay Agreements with such changes, insertions, and omissions as shall be approved by BWP's General Manager and the City Attorney's Office.

4. The City Council hereby authorizes BWP's General Manager to execute and deliver any and all other agreements, undertakings, documents, and instruments and to do and cause to be done any and all acts and things necessary or advisable for (1) carrying out the transactions contemplated by the Prepay Agreements and this Resolution, including actions needed to facilitate SCPPA in its financing of the prepayment for the City's benefit and the authority to make elections under the Prepay Agreements, and (2) complying with and performing the City's obligations under the Prepay Agreements.

5. The City Council authorizes the City Clerk to attest BWP's General Manager's signatures.

6. This Resolution shall become effective immediately.

PASSED AND ADOPTED this____day of _____, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Christopher Chwang
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the___day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

LIMITED ASSIGNMENT AGREEMENT
(COPPER MOUNTAIN—BURBANK)

This Limited Assignment Agreement (Copper Mountain—Burbank) (this "**Assignment Agreement**" or "**Agreement**") is entered into as of [●], 2025 by and among Copper Mountain Solar 3, LLC, a Delaware limited liability company ("**PPA Seller**"), Southern California Public Power Authority, a joint powers agency and a public entity organized under the laws of the State of California created under the provisions of the Act and the Joint Powers Agreement ("**PPA Buyer**"), and J. Aron & Company LLC, a New York limited liability company ("**J. Aron**"), and relates to that certain power purchase agreement (the "**PPA**") between PPA Buyer and PPA Seller as described in Appendix 1. Unless the context otherwise specifies or requires, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA.

In consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and J. Aron (the "**Parties**" hereto; each is a "**Party**") agree as follows:

1. Limited Assignment and Delegation.

(a) PPA Buyer hereby assigns, transfers and conveys to J. Aron all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the products described in Appendix 1 (the "**Assigned Products**") during the Assignment Period (as defined in Appendix 1), as such rights may be limited or further described in the "Further Information" section in Appendix 1 (the "**Assigned Product Rights**"). All Assigned Products shall be delivered pursuant to the terms and conditions of the PPA as further modified by the terms and conditions of this Agreement during the Assignment Period as provided in Appendix 1. All other rights and obligations of PPA Buyer under the PPA are expressly reserved for and retained by PPA Buyer.

(b) PPA Buyer hereby delegates to J. Aron the obligation to pay the APC Contract Price for all Assigned Products that are actually delivered to J. Aron at the Assigned Delivery Point pursuant to the Assigned Product Rights during the Assignment Period (the "**Delivered Product Payment Obligation**" and together with the Assigned Product Rights, collectively the "**Assigned Rights and Obligations**"); provided that (i) all other obligations of PPA Buyer under the PPA are expressly retained by PPA Buyer and PPA Buyer shall be solely responsible for any amounts due to PPA Seller that are not directly related to Assigned Products; and (ii) the Parties acknowledge and agree that PPA Seller will only be obligated to deliver a single consolidated invoice during the Assignment Period (with a copy to J. Aron consistent with Section 1(d) hereof). To the extent J. Aron fails to pay the Delivered Product Payment Obligation for any Assigned Products by the due date for payment set forth in the PPA, notwithstanding anything in this Agreement to the contrary, PPA Buyer agrees that it will remain responsible for such payment, and that it will be a Default pursuant to Section 13.1(a) of the PPA if PPA Buyer does not make such payment, within thirty (30) days of receiving notice of such non-payment from PPA Seller.

(c) J. Aron hereby accepts and PPA Seller hereby consents and agrees to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above. J. Aron hereby agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.

(d) All scheduling of Assigned Products and other communications related to the PPA shall take place pursuant to the terms of the PPA; provided that (i) title to Assigned Products will pass from PPA Seller to J. Aron upon delivery by PPA Seller of Assigned Products at the Assigned Delivery Point in accordance with the PPA; (ii) PPA Buyer and its designee as Scheduling Coordinator under the PPA are each hereby authorized by J. Aron and shall act as J. Aron's agent with respect to scheduling Assigned Products; (iii) PPA Buyer will provide copies to J. Aron of any Force Majeure Notice or notice of Default, or default, breach or other occurrence that, if not cured within the applicable grace period, could result in a Default contemporaneously upon delivery thereof to PPA Seller and promptly after receipt thereof from PPA Seller; (iv) PPA Buyer will provide copies to J. Aron of forecasts provided to PPA Buyer pursuant to Section 4.5 of the PPA; (v) PPA Seller will provide copies to J. Aron of all invoices and supporting data provided to PPA Buyer pursuant to Section 11.2(b) of the PPA, provided that any payment adjustments or subsequent reconciliations occurring after the date that is ten (10) days prior to the payment due date for a monthly invoice, including pursuant to Section 11.3 of the PPA, will be resolved solely between PPA Buyer and PPA Seller and therefore PPA Seller will not be obligated to deliver copies of any communications relating thereto to J. Aron; and (vi) PPA Buyer and PPA Seller, as applicable, will provide copies to J. Aron of any other information reasonably requested by J. Aron relating to the Assigned Products. Notwithstanding any other provision of this Assignment Agreement, PPA Buyer and its designee as Scheduling Coordinator under the PPA each shall be entitled to retain for its own account all amounts payable by the California Independent Service Operator, or its successor ("CAISO") to either of them associated with the delivery of the Assigned Products to CAISO.

(e) [PPA Seller acknowledges that (i) J. Aron intends to immediately transfer title to any Assigned Products received from PPA Seller through one or more intermediaries such that all Assigned Products will be ultimately delivered to the City of Burbank, and (ii) in the event that the City of Burbank fails to pay the relevant intermediary entity for any such Assigned Products, the receivables owed by the City of Burbank for such Assigned Products ("**City of Burbank Receivables**") may be transferred to J. Aron. To the extent any such City of Burbank Receivables are transferred to J. Aron, J. Aron may transfer such City of Burbank Receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation. Without prejudice to PPA Buyer's retained payment obligations under Section 1(b) above, PPA Seller shall be entitled to pursue collection on such City of Burbank Receivables directly against the City of Burbank following the transfer of such City of Burbank Receivables by J. Aron to PPA Seller; provided, however, that upon payment to PPA

Seller of any such amounts by either of PPA Buyer or the City of Burbank, PPA Seller shall have no further claim for such amounts.][1]

(f) On or before the commencement of the Assignment Period, J. Aron shall cause The Goldman Sachs Group, Inc. ("**Guarantor**") to issue, in favor of PPA Seller, a guaranty of J. Aron's payment obligations under this Assignment Agreement substantially in the form of Appendix 3 attached hereto (the "**Guaranty**"). PPA Seller may draw upon, apply, or make demand under the Guaranty to recover any unpaid amounts not timely paid as set forth herein.

(g) The Assigned Prepay Quantity set forth in Appendix 2 relates to obligations by and between J. Aron and PPA Buyer and, except as otherwise expressly set forth herein, has no impact on PPA Seller's rights and obligations under the PPA.

2. Assignment Early Termination.

(a) The Assignment Period may be terminated early upon the occurrence of any of the following:

(1) delivery of a written notice of termination specifying a termination date by either J. Aron or PPA Buyer to each of the other Parties;

(2) delivery of a written notice of termination specifying a termination date by PPA Seller to each of J. Aron and PPA Buyer following J. Aron's failure to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such payment is not made by J. Aron within [thirty (30)][2] days following the later of receipt of written notice by J. Aron and PPA Buyer;

(3) delivery of a written notice by PPA Seller if any of the events described in the definition of Bankruptcy in the PPA occurs with respect to J. Aron; or

(4) delivery of a written notice by J. Aron if any of the events described in in the definition of Bankruptcy in the PPA occurs with respect to PPA Seller.

(b) The Assignment Period will end at the end of the last delivery hour on the date specified in the termination notice provided pursuant to Section 2(a) of this Assignment Agreement, which date shall not be earlier than the end of the last day of the calendar month in which such notice is delivered if termination is pursuant to clause (a)(1) or (a)(2) above. All Assigned Rights and Obligations shall revert from J. Aron to PPA Buyer upon the early termination of the Assignment Period, provided that (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J.

[1] NTD: This section has been restored consistent with recently executed limited assignment agreements involving RWE and J. Aron.
[2] NTD: The 30-day cure period aligns with the PPA.

Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

(c) The Assignment Period will automatically terminate upon the expiration or early termination of the PPA. All Assigned Rights and Obligations shall revert from J. Aron to PPA Buyer upon the expiration of or early termination of the PPA, provided that (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Representations and Warranties. PPA Seller and PPA Buyer represent and warrant to J. Aron, each with respect to itself only, that as of the date hereof (a) the PPA is in full force and effect; (b) to the best of its knowledge, no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder; and (c) all of its obligations under the PPA required to be performed on or before the date hereof have been fulfilled in all material respects.

4. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be delivered in accordance with Section 14.2 of the PPA and to the addresses of each of PPA Seller and PPA Buyer specified in the PPA. PPA Buyer agrees to notify J. Aron of any updates to such notice information, including any updates provided by PPA Seller to PPA Buyer. Notices to J. Aron shall be provided to the following address, as such address may be updated by J. Aron from time to time by notice to the other Parties:

J. Aron & Company LLC
200 West Street
New York, New York 10282-2198
Email: gs-prepay-notices@gs.com

5. Miscellaneous. The following provisions of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein: Sections 12.1 (Representations and Warranties of Buyer), 14.14 (Execution in Counterparts), 14.19 (Damage or Destruction; Insurance; Condemnation; Limit of Liability), 14.20 (Severability), 14.21 (Confidentiality), and 14.22 (Mobile-Sierra); provided that the incorporation of Section 14.19 (Damage or Destruction; Insurance; Condemnation; Limit of Liability) by reference into this Agreement shall not limit any Party's right to recover damages under any express indemnity provisions set forth in this Agreement.

6. U.S. Resolution Stay Provisions.

(a) As between J. Aron and PPA Buyer, J. Aron and PPA Buyer hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("**ISDA U.S. Stay Protocol**"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Assignment Agreement, and for the purposes of such incorporation, (i) J. Aron shall be deemed to be a Regulated Entity, (ii) PPA Buyer shall be deemed to be an Adhering Party, and (iii) this Assignment Agreement shall be deemed a Protocol Covered Agreement. In the event of any inconsistencies between this Assignment Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(b) As between J. Aron and PPA Seller:

i. In the event that J. Aron becomes subject to a proceeding under (A) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (B) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a "**U.S. Special Resolution Regime**"), the transfer from J. Aron of this Agreement, and any interest and obligation in or under, and any property securing, this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under, and any property securing, this Agreement were governed by the laws of the United States or a state of the United States.

ii. In the event that J. Aron or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable ("**Default Right**")) under this Agreement that may be exercised against J. Aron are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

iii. Notwithstanding anything to the contrary in this Agreement, the Parties expressly acknowledge and agree that:

(1) PPA Seller shall not be permitted to exercise any Default Right with respect to this Agreement or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of J. Aron becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "**Insolvency Proceeding**"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and

(2) Nothing in this Agreement shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of J. Aron becoming subject to an Insolvency Proceeding, unless the transfer would result in PPA Seller

being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to PPA Seller.

iv. U.S. Protocol. If PPA Seller adheres to the ISDA U.S. Protocol, the terms of the ISDA U.S. Protocol will supersede and replace the terms of this Section 6(b).

v. Definitions. For purposes of this Section 6(b):

(1) "**Affiliate**" is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

(2) "**Credit Enhancement**" means any credit enhancement or credit support arrangement in support of the obligations of J. Aron under or with respect to this Agreement, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

7. Governing Law, Jurisdiction, Waiver of Jury Trial.

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the Parties under this Assignment Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to conflicts of law principles.

(b) **Jurisdiction.** All judicial proceedings arising out of or relating to this Assignment Agreement and involving J. Aron shall be brought exclusively in a federal court in the County of Los Angeles in the State of California to the maximum extent permitted by federal jurisdiction and otherwise in any court within the County of Los Angeles with jurisdiction over the matter, and each Party consents to such jurisdiction.

All judicial proceedings arising out of or relating to this Assignment Agreement and only involving PPA Buyer and PPA Seller shall be brought exclusively in a state or federal court in the County of Los Angeles in the State of California, and each Party consents to such jurisdiction.

The Parties irrevocably agree to submit to the exclusive jurisdiction of the respective aforementioned courts in the State of California and waive any defense of forum non conveniens.

(c) **Waiver of Right to Trial by Jury.** Each Party waives, to the fullest extent permitted by applicable law and provided in the PPA for disputes thereunder, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Assignment Agreement.

IN WITNESS WHEREOF, the Parties have executed this Limited Assignment Agreement (Copper Mountain—Burbank) effective as of the date first set forth above.

COPPER MOUNTAIN SOLAR 3, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
a joint powers agency and a public entity organized under the laws of the State of California created under the provisions of the Act and the Joint Powers Agreement

By: _____
Name: _____
Title: _____

J. ARON & COMPANY LLC
a New York limited liability company

By: _____
Name: _____
Title: _____

Appendix 1

Assigned Rights and Obligations

"**PPA**" means that certain Power Purchase Agreement, dated August 31, 2012, by and between PPA Buyer and PPA Seller, as amended from time to time.

Assigned Delivery Point: The Point of Delivery (as defined in the PPA).

Assigned Prepay Contract ("APC") Contract Price: [●]

Assigned Prepay Quantity: As set forth in Appendix 2; provided that (i) all Assigned Products shall be delivered pursuant to this Assignment Agreement during the Assignment Period as provided in Appendix 1 and (ii) the Assigned Prepay Quantity is defined for the convenience of PPA Buyer and J. Aron and shall have no impact on the obligations of the Parties under this Assignment Agreement.

"**Assignment Period**" means the period beginning on [●] and extending through and including [●]; provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 2 of this Assignment Agreement and (ii) the end of the Delivery Term under the PPA; provided that applicable provisions of this Agreement shall continue in effect after termination of the Assignment Period to the extent necessary to enforce or complete, duties, obligations or responsibilities of the Parties arising prior to the termination.

"**Assigned Products**" means: (1) 16% of Delivered Energy during the Assignment Period; and (2) Environmental Attributes associated with such 16% of Delivered Energy transferred during the Assignment Period; provided, however that the following are expressly excluded from Assigned Products and any and all rights and obligations with respect to the following shall remain with the PPA Buyer: (i) 84% of Delivered Energy not subject to this Agreement during the Assignment Period, (ii) Environmental Attributes associated with such 84% of Delivered Energy not subject to this Agreement during the Assignment Period, (iii) Capacity Rights and (iv) any other capacity, products, services and/or attributes (other than as provided in clauses (1) and (2) above) which are or can be produced by or associated with the Facility.

Further Information: PPA Seller shall continue to transfer the WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Facility Energy under the PPA pursuant to the terms and conditions of the PPA, provided that the transferee of such WREGIS Certificates may be changed from time to time in accordance with the terms and conditions of the PPA. All Assigned Products delivered by PPA Seller to J. Aron shall be a sale made at wholesale, with J. Aron reselling all such Assigned Products through one or more intermediaries for ultimate redelivery to PPA Buyer.

Appendix 2

Assigned Prepay Quantity

[To be attached.]

Appendix 3

Form of GSG Guaranty

DATE

NAME
ADDRESS

Attention:

Ladies and Gentlemen:

For value received, The Goldman Sachs Group, Inc. (the "Guarantor"), a corporation duly organized under the laws of the State of Delaware, hereby unconditionally guarantees the prompt and complete payment when due, whether by acceleration or otherwise, of all obligations and liabilities, whether now in existence or hereafter arising, of J. Aron & Company LLC, a subsidiary of the Guarantor and a limited liability company duly organized under the laws of the State of New York (the "Company"), to Copper Mountain Solar 3, LLC (the "Counterparty") arising out of or under the Limited Assignment Agreement (Copper Mountain—Burbank) among the Company, the Counterparty and Southern California Public Power Authority, dated as of [●], 2025. This Guaranty is one of payment and not of collection.

In the event of any default by the Company, Counterparty shall have the right to proceed first and directly against Guarantor under this Guaranty without proceeding against any other person or entity or exhausting any other remedies which it may have and without resorting to any other security held by it.

The Guarantor's obligations under this Guaranty are absolute and unconditional and shall not be affected by the validity or enforceability, of any guaranteed obligation or any instrument evidencing any guaranteed obligation, or by the validity, enforceability, perfection or existence of any collateral therefor or by any other circumstance relating to any guaranteed obligation which might otherwise constitute a legal or equitable discharge of or defense of a guarantor or surety; provided that the Guarantor may interpose any counterclaim or setoff which the Company is or would have been entitled to interpose and that the Guarantor may interpose any defense which the Company is or would have been entitled to interpose (other than any defense arising by reason of any disability, bankruptcy, dissolution, winding up, liquidation or insolvency of the Company, including by reason of any lack of authorization of the Agreement by the Company).

The Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any such obligation or liability, suit or the taking of other action by Counterparty against, and any other notice to, the Company, the Guarantor or others.

The Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the guaranteed obligations, or interest thereon is rescinded or must otherwise be restored or returned by the Counterparty upon the bankruptcy, insolvency, dissolution or reorganization of the Company.

The Guarantor hereby represents as follows:

(a) The Guarantor is duly organized, validly existing, and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Guaranty.

(b) The execution and delivery of this Guaranty have been and remain duly authorized by all necessary action and do not contravene any provision of the Guarantor's certificate of incorporation or by-laws, as amended to date, or any law, regulation, decree, order, judgment, resolution or any contractual restriction binding on the Guarantor or its assets that could affect, in a materially adverse manner, the ability of the Guarantor to perform any of its obligations hereunder.

(c) All consents, licenses, clearances, authorizations, and approvals of, and registration and declarations with any governmental or regulatory authority necessary for the due execution and delivery of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental or regulatory authority is required in connection with the execution or delivery of this Guaranty.

(d) This Guaranty constitutes the legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with all of its terms and conditions (subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally). The enforceability of the Guarantor's obligations is also subject to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Any demand, notice or other communication in respect of this Guaranty may be given in writing and delivered in person, by certified or registered mail, return receipt requested, or international courier to the address below and will be deemed effective upon receipt. Any party may change its address for receiving notice by written notice given to the other as set forth above.

If to the Guarantor:

The Goldman Sachs Group, Inc.
200 West Street
New York, New York 10282-2198
Attention: Corporate Treasury

If to the Counterparty:

RWE Supply & Trading Americas, LLC
353 N Clark Street, 29th Floor
Chicago, Illinois 60654
Attention: Credit
Email: USCredit@rwe.com
With a copy to:

RWE Supply & Trading Americas, LLC

353 N Clark Street, 29th Floor
Chicago, Illinois 60654
Attention: Americas Guarantees Management
Email: Americas_Guarantees_mgmt@rwe.com

Counterparty may at any time and from time to time without notice to or consent of the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder: (1) agree with the Company to make any change in the terms of any obligation or liability of the Company to Counterparty, (2) take or fail to take any action of any kind in respect of any security for any obligation or liability of the Company to Counterparty, (3) exercise or refrain from exercising any rights against the Company or others, or (4) compromise or subordinate any obligation or liability of the Company to Counterparty including any security therefor. Any other suretyship defenses are hereby waived by the Guarantor.

This Guaranty shall continue in full force and effect until the opening of business on the fifth business day after Counterparty receives written notice of termination from the Guarantor. It is understood and agreed, however, that notwithstanding any such termination this Guaranty shall continue in full force and effect with respect to the obligations and liabilities set forth above which shall have been incurred prior to such termination.

The Guarantor may not assign its rights nor delegate its obligations under this Guaranty, in whole or in part, without prior written consent of the Counterparty, and any purported assignment or delegation absent such consent is void, except (i) for an assignment and delegation of all of the Guarantor's rights and obligations hereunder in whatever form the Guarantor determines may be appropriate to a partnership, corporation, trust or other organization in whatever form that succeeds to all or substantially all of the Guarantor's assets and business and that assumes such obligations by contract, operation of law or otherwise, and (ii) the Guarantor may transfer this Guaranty or any interest or obligation of the Guarantor in or under this Guaranty, or any property securing this Guaranty, to another entity as transferee as part of the resolution, restructuring or reorganization of the Guarantor upon or following the Guarantor becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding. Upon any such delegation and assumption or transfer of obligations, the Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such delegation and assumption or transfer.

If any term, provision, covenant, or condition of this Guaranty, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants and conditions hereof shall continue in full force and effect as if this Guaranty has been executed with the illegal, invalid or unenforceable portion eliminated.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. GUARANTOR AGREES TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN THE STATE OF NEW YORK, UNITED STATES OF AMERICA, OVER ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY. THE GUARANTOR AND COUNTERPARTY HEREBY IRREVOCABLY WAIVES ANY

AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, LEGAL ACTION OR PROCEEDING INVOLVING ANY MATTER ARISING OUT OF OR RELATING TO THIS GUARANTY.

In the event the Guarantor becomes subject to a proceeding under the Federal Deposit Insurance Act or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together, the "U.S. Special Resolution Regimes"), the transfer of this Guaranty, and any interest and obligation in or under, and any property securing, this Guaranty, from the Guarantor will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if this Guaranty, and any interest and obligation in or under this Guaranty, were governed by the laws of the United States or a state of the United States. In the event the Company or the Guarantor, or any of their affiliates, becomes subject to a U.S. Special Resolution Regime, default rights against the Company or the Guarantor with respect to this Guaranty are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if this Guaranty was governed by the laws of the United States or a state of the United States.

Very truly yours,

THE GOLDMAN SACHS GROUP, INC.

By:_____
Authorized Officer

ASSIGNMENT SCHEDULE
DESERT HARVEST II PROJECT–[BURBANK][VERNON]

Assigned Product: Includes (1) [31.42857%][17.14286%] of Facility Energy during the Assignment Period; and (2) Environmental Attributes associated with such [31.42857%][17.14286%] of Facility Energy transferred during the Assignment Period; provided, however that the following are expressly excluded from Assigned Products and any and all rights and obligations with respect to the following shall remain with the PPA Buyer: (i) [68.57143%][82.85714%] of Facility Energy not subject to this Agreement; (ii) Environmental Attributes associated with such [68.57143%][82.85714%] of Facility Energy not subject to this Agreement; (iii) Capacity Rights and (iv) any other capacity, products, services and/or attributes which are or can be produced by or associated with the Facility.

Assigned Delivery Point: The Point of Delivery (as defined in the PPA).

Assigned Prepay Quantity: As set forth in Appendix 2; provided that (i) all Assigned Products shall be delivered pursuant to the Limited Assignment Agreement during the Assignment Period as provided in Appendix 1 and (ii) the Assigned Prepay Quantity is defined for the convenience of PPA Buyer and J. Aron and shall have no impact on the obligations of the Parties under the Limited Assignment Agreement.

APC Contract Price:$ [●]/MWh

LIMITED ASSIGNMENT AGREEMENT
(DESERT HARVEST—[BURBANK][VERNON])

This Limited Assignment Agreement (Desert Harvest—[Burbank][Vernon]) (this "**Assignment Agreement**" or "**Agreement**") is entered into as of [●], 2025, by and among Desert Harvest II LLC, a [●] ("**PPA Seller**"), Southern California Public Power Authority, a joint powers agency and a public entity organized under the laws of the State of California ("**PPA Buyer**"), and J. Aron & Company LLC, a New York limited liability company ("**J. Aron**"), and relates to that certain power purchase agreement (the "**PPA**") between PPA Buyer and PPA Seller as described on Appendix 1. Unless the context otherwise specifies or requires, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA.

In consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and J. Aron (the "**Parties**" hereto; each is a "**Party**") agree as follows:

1. Limited Assignment and Delegation.

(a) PPA Buyer hereby assigns, transfers and conveys to J. Aron all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the products described in Appendix 1 (the "**Assigned Products**") during the Assignment Period (as defined in Appendix 1), as such rights may be limited or further described in the "Further Information" section on Appendix 1 (the "**Assigned Product Rights**"). All Assigned Products shall be delivered pursuant to the terms and conditions of this Agreement during the Assignment Period as provided in Appendix 1. All other rights of PPA Buyer under the PPA are expressly reserved for PPA Buyer.

(b) PPA Buyer hereby delegates to J. Aron the obligation to pay for all Assigned Products that are actually delivered to J. Aron pursuant to the Assigned Product Rights during the Assignment Period (the "**Delivered Product Payment Obligation**" and together with the Assigned Product Rights, collectively the "**Assigned Rights and Obligations**"); provided that (i) all other obligations of PPA Buyer under the PPA are expressly retained by PPA Buyer and PPA Buyer shall be solely responsible for any amounts due to PPA Seller that are not directly related to Assigned Products; and (ii) the Parties acknowledge and agree that PPA Seller will only be obligated to deliver a single consolidated invoice to PPA Buyer during the Assignment Period (with a copy to J. Aron consistent with Section 1(d) hereof). To the extent J. Aron fails to pay the Delivered Product Payment Obligation by the due date for payment set forth in the PPA, notwithstanding anything in this Agreement to the contrary, PPA Buyer agrees that it shall remain responsible for payment and performance of all of its obligations under the PPA during the Assignment Period, including in the event that J. Aron does not perform the Delivered Product Payment Obligation as described above and such failure by either PPA Buyer or J. Aron will be an Event of Default pursuant to have the option to make such payment and that it will be a Default under Section 13.1(a) of the PPA if PPA Buyer does not make such payment within thirty (30) days of receiving notice of such nonpayment of receiving notice of such non-payment from PPA Seller.

(c) J. Aron hereby accepts and PPA Seller hereby consents and agrees to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above. J. Aron hereby agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.

(d) All scheduling of Assigned Products and other communications related to the PPA shall take place pursuant to the terms of the PPA; provided that during the Assignment Period (i) title to Assigned Product will pass from PPA Seller to J. Aron upon delivery by PPA Seller of Assigned Product at the Point of Delivery in accordance with the PPA; (ii) PPA Buyer and its designee as Scheduling Coordinator under the PPA are each hereby authorized by J. Aron to and shall act as J. Aron's agent with respect to scheduling Assigned Products; (iii) PPA Buyer will provide copies to J. Aron of any Force Majeure Notice or Default or default, breach or other occurrence that, if not cured within the applicable grace period, could result in a Default contemporaneously upon delivery thereof to PPA Seller and promptly after receipt thereof from PPA Seller; (iv) PPA Seller will provide copies to J. Aron of the forecasts of available capacity and Facility Energy provided pursuant to Section 7.3(b) of the PPA; (iv) PPA Seller will provide copies to J. Aron of all invoices and supporting data provided to PPA Buyer pursuant to Section 11.2(a) of the PPA, provided that any payment adjustments or subsequent reconciliations occurring after the date that is 10 days prior to the payment due date for a monthly invoice, including pursuant to Section 11.3 of the PPA, will be resolved solely between PPA Buyer and PPA Seller and therefore PPA Seller will not be obligated to deliver copies of any communications relating thereto to J. Aron; and (v) PPA Buyer and PPA Seller, as applicable, will provide copies to J. Aron of any other information reasonably requested by J. Aron relating to Assigned Products.

(e) PPA Seller acknowledges that (i) J. Aron intends to immediately transfer title to any Assigned Products received from PPA Seller through one or more intermediaries such that all Assigned Products will be ultimately delivered to certain of Participating Members (as defined in the PPA), and (ii) in the event that a Participating Member fails to pay the relevant intermediary entity for any such Assigned Products, the receivables owed by Participating Member for such Assigned Products ("**Participating Member Receivables**") may be transferred to J. Aron. To the extent any such Participating Member Receivables are transferred to J. Aron, J. Aron may transfer such Participating Member Receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation. Without prejudice to PPA Buyer's retained payment obligations under Section 1(b) above, PPA Seller shall be entitled to pursue collection on such Participating Member Receivables directly against such Participating Member following the transfer of such Participating Member Receivables by J. Aron to PPA Seller; provided, however, that upon payment to PPA Seller of any such amounts by either of PPA Buyer or a Participating Member, PPA Seller shall have no further claim for such amounts against whichever entity did not make such payment.

(f) On or before the commencement of the Assignment Period, J. Aron shall cause The Goldman Sachs Group, Inc. ("**Guarantor**") to issue, in favor of PPA Seller, a guaranty

of J. Aron's payment obligations under this Assignment Agreement substantially in the form of Appendix 3 attached hereto (the "**Guaranty**").

(g) Nothing in this Agreement modifies or amends any rights or obligations of PPA Buyer and PPA Seller under the PPA with respect to CAISO revenues and costs. For additional clarity and specifically and without limitation PPA Seller is entitled to retain all CAISO revenues in its account and provide PPA Buyer with corresponding credit offsets pursuant to Section 7.2 of the PPA.

(h) The Assigned Prepay Quantity set forth in Appendix 2 relates to obligations by and between J. Aron and PPA Buyer and, except as otherwise expressly set forth herein, has no impact on PPA Seller's rights and obligations under the PPA.

2. Assignment Early Termination.

(a) The Assignment Period may be terminated early upon the occurrence of any of the following:

(1) delivery of a written notice of termination specifying a termination date by either J. Aron or PPA Buyer to each of the other Parties;

(2) delivery of a written notice of termination specifying a termination date by PPA Seller to each of J. Aron and PPA Buyer following J. Aron's failure to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such payment is not made by J. Aron or PPA Buyer within thirty (30) days following the later of receipt of written notice by J. Aron and PPA Buyer;

(3) delivery of a written notice by PPA Seller if any of the events described in the definition of Bankruptcy in the PPA occurs with respect to J. Aron;

(4) delivery of a written notice by J. Aron if any of the events described in the definition of Bankruptcy in the PPA occurs with respect to PPA Seller; or

(5) Guarantor disavows its obligations under the Guaranty or Guarantor fails to cause the Guaranty to be maintained in full force and effect and such disavowal or failure continues for thirty (30) days after receipt of written notice of such disavowal or failure and J. Aron has not delivered to PPA Seller another guaranty, bank bond or letter of credit in a form reasonably acceptable to PPA Seller to replace the Guaranty.

(b) The Assignment Period will end at the end of the last delivery hour on the date specified in the termination notice provided pursuant to Section 2(a), which date shall not be earlier than the end of the last day of the calendar month in which such notice is delivered if termination is pursuant to clause 2(a)(1) or 2(a)(2) above. All Assigned Rights and Obligations shall immediately and automatically revert from J. Aron to PPA Buyer upon

the early termination of the Assignment Period, provided that, as between J. Aron and PPA Seller and without limiting PPA Seller's obligations to PPA Buyer (including those described in Section 1(b) above), (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

(c) The Assignment Period will automatically terminate upon the expiration or early termination of the PPA. All Assigned Rights and Obligations shall immediately and automatically revert from J. Aron to PPA Buyer upon the expiration of or early termination of the PPA, provided that, as between J. Aron and PPA Seller and without limiting PPA Seller's obligations to PPA Buyer (including those described in clause 1(b) above), (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

(d) The Assignment Period will automatically terminate upon delivery by Guarantor of a notice of termination of the Guaranty. All Assigned Rights and Obligations shall immediately and automatically revert from J. Aron to PPA Buyer upon the termination of the Assignment Period, provided that, as between J. Aron and PPA Seller and without limiting PPA Seller's obligations to PPA Buyer (including those described in Section 1(b) above), (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Representations and Warranties. PPA Seller and the PPA Buyer represent and warrant to J. Aron, each with respect to itself only, that (a) the PPA is in full force and effect; (b) to the best of its knowledge, no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder; and (c) all of its obligations under the PPA required to be performed on or before the Assignment Period Start Date have been fulfilled in all material respects. PPA Seller further represents to PPA Buyer and J. Aron that it has secured all known consents to this Assignment Agreement that may be required by the PPA, any agreement referenced therein or any assignment of its rights thereunder.

4. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be delivered in accordance with Section 14.2 of the PPA and to the addresses of each of PPA Seller and PPA Buyer specified in the PPA. PPA Buyer

agrees to notify J. Aron of any updates to such notice information, including any updates provided by PPA Seller to PPA Buyer. Notices to J. Aron shall be provided to the following address, as such address may be updated by J. Aron from time to time by notice to the other Parties:

J. Aron & Company LLC
200 West Street
New York, New York 10282-2198
Email: gs-prepay-notices@gs.com

5. Miscellaneous. Sections 12.1 (Representations and Warranties of Buyer), 14.11 (Entire Agreement; Amendments), 14.14 (Execution in Counterparts), 14.17 (Relationship of the Parties), 14.19 (Indemnification; Damage or Destruction; Insurance; Condemnation; Limit of Liability), 14.20 (Severability), 14.21 (Confidentiality), and 14.22 (Mobile-Sierra) of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

6. U.S. Resolution Stay Provisions.

(a) As between J. Aron and PPA Buyer, J. Aron and PPA Buyer hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("**ISDA U.S. Stay Protocol**"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and for the purposes of such incorporation, (i) J. Aron shall be deemed to be a Regulated Entity, (ii) PPA Buyer shall be deemed to be an Adhering Party, and (iii) this Agreement shall be deemed a Protocol Covered Agreement. As between J. Aron and PPA Buyer, in the event of any inconsistencies between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(b) As between J. Aron and PPA Seller:

(i) In the event that J. Aron becomes subject to a proceeding under (A) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (B) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a "**U.S. Special Resolution Regime**"), the transfer from J. Aron of this Agreement, and any interest and obligation in or under, and any property securing, this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under, and any property securing, this Agreement were governed by the laws of the United States or a state of the United States.

(ii) In the event that J. Aron or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable ("**Default Right**")) under this Agreement that may be exercised against J. Aron are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(iii) Limitation on Exercise of Certain Default Rights Related to an Affiliate's Entry into Insolvency Proceedings. Notwithstanding anything to the contrary in this Agreement, J. Aron and PPA Seller expressly acknowledge and agree that:

(1) PPA Seller shall not be permitted to exercise any Default Right with respect to this Agreement or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of J. Aron becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "**Insolvency Proceeding**"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and

(2) Nothing in this Agreement shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of J. Aron becoming subject to an Insolvency Proceeding, unless the transfer would result in PPA Seller being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to PPA Seller.

(iv) U.S. Protocol. If PPA Seller adheres to the ISDA U.S. Protocol after the date of this Agreement, the terms of the ISDA U.S. Protocol will supersede and replace the terms of this Section 6(b).

(v) For purposes of this Section 6(b):

(1) "**Affiliate**" is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); and

(2) "**Credit Enhancement**" means any credit enhancement or credit support arrangement in support of the obligations of J. Aron under or with respect to this Agreement, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

7. Governing Law, Jurisdiction, Waiver of Jury Trial.

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the Parties under this Assignment Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to conflicts of law principles.

(b) **Jurisdiction.** All judicial proceedings arising out of or relating to this Assignment Agreement and involving J. Aron shall be brought exclusively in a federal court in the County of Los Angeles in the State of California to the maximum extent permitted by

federal jurisdiction and otherwise in any court within the County of Los Angeles with jurisdiction over the matter, and each Party consents to such jurisdiction.

All judicial proceedings arising out of or relating to this Assignment Agreement and only involving PPA Buyer and PPA Seller shall be brought exclusively in a state or federal court in the County of Los Angeles in the State of California, and each Party consents to such jurisdiction.

The Parties irrevocably agree to submit to the exclusive jurisdiction of the respective aforementioned courts in the State of California and waive any defense of forum non conveniens.

(c) **Waiver** of **Right to Trial by Jury.** Each Party waives, to the fullest extent permitted by applicable law and provided in the PPA for disputes thereunder, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Assignment Agreement.

8. Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a "forward contract" and that the Parties shall constitute "forward contract merchants" within the meaning of the United States Bankruptcy Code.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Limited Assignment Agreement (Desert Harvest—[Burbank][Vernon]) effective as of the date first set forth above.

DESERT HARVEST II LLC

By: _____
Name: _____
Title: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Name: _____
Title: _____

J. ARON & COMPANY LLC

By: _____
Name: _____
Title: _____

Appendix 1

Assigned Rights and Obligations

"**PPA**" means that certain Power Purchase Agreement dated February 26, 2018, by and between Desert Harvest II LLC and Southern California Public Power Authority, as amended from time to time.

"**Assignment Period**" means the period beginning on [●] and extending until [●], provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 2 of the Assignment Agreement and (ii) the end of either the Delivery Term under the PPA or the PPA; provided that applicable provisions of this Agreement shall continue in effect after termination of the Assignment Period to the extent necessary to enforce or complete, duties, obligations or responsibilities of the Parties arising prior to the termination.

"**Assigned Product**" includes (1) [31.42857%][17.14286%] of Facility Energy during the Assignment Period; and (2) Environmental Attributes associated with such [31.42857%][17.14286%] of Facility Energy transferred during the Assignment Period; provided, however that the following are expressly excluded from Assigned Products and any and all rights and obligations with respect to the following shall remain with the PPA Buyer: (i) [68.57143%][82.85714%] of Facility Energy not subject to this Agreement; (ii) Environmental Attributes associated with such [68.57143%][82.85714%] of Facility Energy not subject to this Agreement; (iii) Capacity Rights and (iv) any other capacity, products, services and/or attributes which are or can be produced by or associated with the Facility.

Further Information: PPA Seller shall continue to transfer of the WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Facility Energy under the PPA pursuant to Section 8.4 of the PPA, provided that the transferee of such WREGIS Certificates may be changed from time to time in accordance with the written instructions of both J. Aron and PPA Buyer upon twenty (20) Business Days' notice, which change shall be effective as of the first day of the next calendar month, unless otherwise agreed. All Assigned Product delivered by PPA Seller to J. Aron shall be a sale made at wholesale, with J. Aron reselling all such Assigned Product.

Appendix 2

Assigned Prepay Quantity

[NOTE: To be set forth in a monthly volume schedule.]

Appendix 3

Form of GSG Guaranty

DATE

NAME
ADDRESS

Attention:

Ladies and Gentlemen:

For value received, The Goldman Sachs Group, Inc. (the "Guarantor"), a corporation duly organized under the laws of the State of Delaware, hereby unconditionally guarantees the prompt and complete payment when due, whether by acceleration or otherwise, of all obligations and liabilities, whether now in existence or hereafter arising, of J. Aron & Company LLC, a subsidiary of the Guarantor and a limited liability company duly organized under the laws of the State of New York (the "Company"), to Desert Harvest II LLC (the "Counterparty") arising out of or under the Limited Assignment Agreement (Desert Harvest–[Burbank][Vernon]) among the Company, the Counterparty and Southern California Public Power Authority dated as of [●], 2025. This Guaranty is one of payment and not of collection.

The Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any such obligation or liability, suit or the taking of other action by Counterparty against, and any other notice to, the Company, the Guarantor or others.

Counterparty may at any time and from time to time without notice to or consent of the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder: (1) agree with the Company to make any change in the terms of any obligation or liability of the Company to Counterparty, (2) take or fail to take any action of any kind in respect of any security for any obligation or liability of the Company to Counterparty, (3) exercise or refrain from exercising any rights against the Company or others, or (4) compromise or subordinate any obligation or liability of the Company to Counterparty including any security therefor. Any other suretyship defenses are hereby waived by the Guarantor.

This Guaranty shall continue in full force and effect until the opening of business on the fifth business day after Counterparty receives written notice of termination from the Guarantor. It is understood and agreed, however, that notwithstanding any such termination this Guaranty shall continue in full force and effect with respect to the obligations and liabilities set forth above which shall have been incurred prior to such termination.

The Guarantor may not assign its rights nor delegate its obligations under this Guaranty, in whole or in part, without prior written consent of the Counterparty, and any purported

assignment or delegation absent such consent is void, except for (i) an assignment and delegation of all of the Guarantor's rights and obligations hereunder in whatever form the Guarantor determines may be appropriate to a partnership, corporation, trust or other organization in whatever form that succeeds to all or substantially all of the Guarantor's assets and business and that assumes such obligations by contract, operation of law or otherwise, and (ii) the Guarantor may transfer this Guaranty or any interest or obligation of the Guarantor in or under this Guaranty, or any property securing this Guaranty, to another entity as transferee as part of the resolution, restructuring or reorganization of the Guarantor upon or following the Guarantor becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding. Upon any such delegation and assumption or transfer of obligations, the Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such delegation and assumption or transfer.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. GUARANTOR AGREES TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN THE STATE OF NEW YORK, UNITED STATES OF AMERICA, OVER ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY.

In the event the Guarantor becomes subject to a proceeding under the Federal Deposit Insurance Act or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together, the "U.S. Special Resolution Regimes"), the transfer of this Guaranty, and any interest and obligation in or under, and any property securing, this Guaranty, from the Guarantor will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if this Guaranty, and any interest and obligation in or under this Guaranty, were governed by the laws of the United States or a state of the United States. In the event the Company or the Guarantor, or any of their affiliates, becomes subject to a U.S. Special Resolution Regime, default rights against the Company or the Guarantor with respect to this Guaranty are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if this Guaranty was governed by the laws of the United States or a state of the United States.

Very truly yours,

THE GOLDMAN SACHS GROUP, INC.

By: _____
Authorized Officer

LIMITED ASSIGNMENT AGREEMENT
(DON CAMPBELL–BURBANK)

This Limited Assignment Agreement (Don Campbell–Burbank) (this "**Assignment Agreement**" or "**Agreement**") is entered into as of [●], 2025 by and among ORNI 47 LLC, a Delaware limited liability company ("**PPA Seller**"), Southern California Public Power Authority, joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the Act and the Joint Powers Agreement ("**PPA Buyer**"), and J. Aron & Company LLC, a New York limited liability company ("**J. Aron**"), and relates to that certain Power Purchase Agreement (the "**PPA**") between PPA Buyer and PPA Seller as described on Appendix 1. Unless the context otherwise specifies or requires, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA.

In consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and J. Aron (the "**Parties**" hereto; each is a "**Party**") agree as follows:

1. Limited Assignment and Delegation.

(a) PPA Buyer hereby assigns, transfers and conveys to J. Aron all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the products described on Appendix 1 (the "**Assigned Products**") during the Assignment Period (as defined in Appendix 1), as such rights may be limited or further described in the "Further Information" section on Appendix 1 (the "**Assigned Product Rights**"). All Assigned Products shall be delivered pursuant to the terms and conditions of the PPA except to the extent amended by this Agreement during the Assignment Period as provided in Appendix 1. All other rights of PPA Buyer under the PPA are expressly reserved for PPA Buyer.

(b) PPA Buyer hereby delegates to J. Aron the obligation to pay the APC Contract Price for all Assigned Products that are actually delivered to J. Aron pursuant to the Assigned Product Rights during the Assignment Period (the "**Delivered Product Payment Obligation**" and together with the Assigned Product Rights, collectively the "**Assigned Rights and Obligations**"); provided that (i) all other obligations of PPA Buyer under the PPA are expressly retained by PPA Buyer and PPA Buyer shall be solely responsible for any amounts due to PPA Seller that are not directly related to Assigned Products; and (ii) the Parties acknowledge and agree that PPA Seller will only be obligated to deliver a single consolidated invoice to PPA Buyer during the Assignment Period (with a copy to J. Aron consistent with Section 1(d) hereof). To the extent J. Aron and Guarantor (hereinafter defined) each fails to pay the Delivered Product Payment Obligation by the due date for payment set forth in the PPA, notwithstanding anything in this Agreement to the contrary, PPA Buyer agrees that it will remain responsible for such Delivered Product Payment Obligation if PPA Seller has first made a claim under the Guaranty (hereinafter defined) and J. Aron and Guarantor have failed to cure such non-payment within thirty (30) calendar days (as defined in the PPA) after PPA Seller's delivery of notice of such claim to Guarantor, and if such amount is not paid within

thirty (30) calendar days (as defined in the PPA) after PPA Seller's delivery of notice of such non-payment to PPA Buyer, such failure will be a Default pursuant to Section 13.1(a) of the PPA if PPA Buyer does not make such payment within thirty (30) calendar days of receiving notice of such non-payment from PPA Seller.

(c) J. Aron hereby accepts and agrees and PPA Seller hereby consents to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above. J. Aron hereby agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.

(d) PPA Buyer and PPA Seller shall retain all rights and obligations relating to scheduling of Assigned Products and other communications related to the PPA pursuant to the terms of the PPA, and during the Assignment Period PPA Buyer, PPA Seller or any designee thereof as scheduling coordinator under the PPA shall act as J. Aron's agent with respect to all scheduling activities associated with the Assigned Products; provided that (i) title to Assigned Products will pass from PPA Seller to J. Aron upon delivery by PPA Seller of Assigned Products in accordance with the PPA; (ii) PPA Buyer will forward to J. Aron copies of any Force Majeure Notice or notice of Default, or default, breach or other occurrence that, if not cured within the applicable grace period, could result in a Default contemporaneously upon delivery thereof to PPA Seller and promptly after receipt thereof from PPA Seller; (iii) PPA Buyer will forward to J. Aron copies of forecasts provided pursuant to Section 7.2 of the PPA; (iv) PPA Buyer will forward to J. Aron copies of all invoices and supporting data provided by PPA Seller to PPA Buyer pursuant to Section 11.2(b) of the PPA, and any payment adjustments or subsequent reconciliations occurring after the date that is ten (10) days prior to the payment due date for a monthly invoice, including pursuant to Section 11.3 of the PPA, will be resolved solely between PPA Buyer and PPA Seller (and, therefore, PPA Seller will not be obligated to deliver copies of any communications relating thereto to J. Aron); and (v) PPA Buyer and PPA Seller, as applicable, will provide copies to J. Aron of any other information reasonably requested by J. Aron relating to Assigned Products. [Notwithstanding any other provision of this Assignment Agreement, PPA Buyer, PPA Seller and any designee thereof as scheduling coordinator under the PPA each shall be entitled to retain for its own account all amounts payable by CAISO to any of them associated with the delivery of the Assigned Products to CAISO.][1]

(e) PPA Seller acknowledges that (i) J. Aron intends to immediately transfer title to any Assigned Products received from PPA Seller through one or more intermediaries such that all Assigned Products will be ultimately delivered to the City of Burbank, and (ii) in the event that the City of Burbank fails to pay the relevant intermediary entity for any such Assigned Products, the receivables owed by the City of Burbank for such Assigned Products ("**City of Burbank Receivables**") may be transferred to J. Aron. To the extent any such City of Burbank Receivables are transferred to J. Aron, J. Aron may transfer such City of Burbank Receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation. Without prejudice to PPA Buyer's retained payment obligations under Section 1(b) above, PPA Seller shall be

[1] NTD: This bracketed sentence is under review by J. Aron tax personnel.

entitled to pursue collection on such City of Burbank Receivables directly against the City of Burbank following the transfer of such City of Burbank Receivables by J. Aron to PPA Seller; provided, however, that upon payment to PPA Seller of any such amounts by either of PPA Buyer or the City of Burbank, PPA Seller shall have no further claim for such amounts.

(f) On or before the commencement of the Assignment Period, J. Aron shall cause The Goldman Sachs Group, Inc. ("**Guarantor**") to issue, in favor of PPA Seller, a guaranty of J. Aron's payment obligations under this Assignment Agreement substantially in the form of Appendix 3 attached hereto (the "**Guaranty**"), and PPA Seller shall be entitled to make a demand for payment under the Guaranty if J. Aron fails to pay any portion of the Delivered Product Payment Obligation timely in accordance with this Agreement.

(g) The Assigned Prepay Quantity set forth in Appendix 2 relates to obligations by and between J. Aron and PPA Buyer and, except as otherwise set forth herein, has no impact on PPA Seller's rights and obligations under the PPA.

2. Assignment Early Termination.

(a) The Assignment Period may be terminated early upon the occurrence of any of the following:

(1) delivery of a written notice of termination by either J. Aron or PPA Buyer to each of the other Parties hereto;

(2) delivery of a written notice of termination by PPA Seller to each of J. Aron, Guarantor and PPA Buyer following J. Aron's failure to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such payment is not made (A) by J. Aron within thirty (30) calendar days following the later of receipt of written notice by J. Aron and PPA Buyer or (B) by Guarantor within thirty (30) calendar days following PPA Seller's written notice to Guarantor that J. Aron has failed to make such payment;

(3) delivery of a written notice by PPA Seller if any of the following events (each a "**Bankruptcy Event**") occurs with respect to J. Aron or Guarantor: (i) it (A) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property, (B) admits in writing its inability, or is generally unable to pay its debts as they become due, (C) makes a general assignment for the benefit of its creditors, (D) commences a voluntary case under any bankruptcy, reorganization, debt arrangement, insolvency, or receivership law ("**Bankruptcy Law**"), (E) files a petition seeking to take advantage of any other Bankruptcy Law, (F) acquiesces in writing to, any petition filed against it in an involuntary case under any Bankruptcy Law, (G) takes any action for the purpose of effecting any of acts or occurrences described in foregoing clauses (A)-(F); or (ii) a proceeding or case is commenced, without its application or consent, in any court of competent jurisdiction, seeking

(A) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of its debts, (B) the appointment of a trustee, receiver, custodian, liquidator or the like, of it or of all or any substantial part of its assets, or (C) similar relief in respect of it under any Bankruptcy Law, and with regard to any of the foregoing, such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment or decree;

(4) delivery of a written notice by J. Aron if any Bankruptcy Event occurs with respect to (i) PPA Seller or (ii) the issuer of a letter of credit delivered pursuant to the PPA if PPA Seller fails to post a replacement letter of credit timely in accordance with Section 5.9(f) of the PPA; or

(5) delivery of a written notice by PPA Seller if Guarantor ceases to have a credit rating of equal to or greater than Baa3 from Moody's and BBB- from S&P, or the Guaranty ceases to be in full force and effect, or Guarantor repudiates, disaffirms, disclaims, rejects or challenges the validity of the Guaranty (whether in whole or in part).

(b) The Assignment Period will end at the end of the last delivery hour on the date specified in the termination notice provided pursuant to Section 2(a), which date shall not be earlier than the end of the last day of the calendar month in which such notice is delivered if termination is pursuant to clause (a)(1) or (a)(2) above. All Assigned Rights and Obligations shall revert from J. Aron to PPA Buyer upon the early termination of the Assignment Period, provided that (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

(c) The Assignment Period will automatically terminate upon the expiration or early termination of the PPA. All Assigned Rights and Obligations shall revert from J. Aron to PPA Buyer upon the expiration of or early termination of the PPA, provided that (i) J. Aron (and Guarantor pursuant to the terms of the Guaranty) shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

(d) The Assignment Period will automatically terminate upon delivery by Guarantor of a notice of termination of the Guaranty. All Assigned Rights and Obligations shall revert from J. Aron to PPA Buyer upon the termination of the Assignment Period, provided

that (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Representations and Warranties. As of the date hereof, PPA Seller and PPA Buyer represent and warrant to J. Aron, each with respect to itself, that (a) the PPA is in full force and effect; (b) to the best of its knowledge, no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder; and (c) to such Party's knowledge, all of its material obligations under the PPA required to be performed on or before the date hereof have been fulfilled in all in all material respects. PPA Seller further represents to PPA Buyer and J. Aron that it has secured all known consents to this Assignment Agreement that may be required by the PPA, any agreement referenced therein or any assignment of its rights thereunder.

4. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be delivered in accordance with Section 14.2 and to the addresses of each of PPA Seller and PPA Buyer specified in the PPA or as changed pursuant to a notice delivered in accordance with Appendix C of the PPA. PPA Buyer agrees to notify J. Aron of any updates to such notice information, including any updates provided by PPA Seller to PPA Buyer. Notices to J. Aron shall be provided to the following address, as such address may be updated by J. Aron from time to time by notice to the other Parties:

J. Aron & Company LLC
200 West Street
New York, New York 10282-2198
Email: gs-prepay-notices@gs.com

5. Miscellaneous. Sections 12.1 (Buyer's Representations and Warranties of Buyer), 14.3 (Dispute Resolution) (except that the reference to Section 14.3(d) of the PPA shall refer to Section 7(b) of this Assignment Agreement), 14.14 (Execution in Counterparts), 14.16 (Waiver), 14.17 (Relationship of Parties), 14.19 (Damage or Destruction; Insurance; Condemnation; Limit of Liability), 14.20 (Severability), 14.21 (Confidentiality), 14.22 (Mobile-Sierra), and 14.24 (Service Contract) of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

6. U.S. Resolution Stay Provisions.

(a) As between J. Aron and PPA Buyer, J. Aron and PPA Buyer hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("**ISDA U.S. Stay Protocol**"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Assignment Agreement, and for the purposes of such incorporation, (i) J. Aron shall be deemed to be a Regulated Entity, (ii) PPA Buyer shall be deemed to be an Adhering Party, and (iii) this Assignment Agreement shall be deemed a Protocol Covered Agreement. In the event of any inconsistencies between this Assignment Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(b) As between J. Aron and PPA Seller:

1. In the event that J. Aron becomes subject to a proceeding under (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a "**U.S. Special Resolution Regime**") the transfer from J. Aron of this Agreement, and any interest and obligation in or under, and any property securing, this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under, and any property securing, this Agreement were governed by the laws of the United States or a state of the United States.

2. In the event that J. Aron or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable and as amended ("**Default Right**")) under this Agreement that may be exercised against J. Aron are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) Limitation on Exercise of Certain Default Rights Related to an Affiliate's Entry into Insolvency Proceedings. Notwithstanding anything to the contrary in this Agreement, the Parties expressly acknowledge and agree that:

1. PPA Seller shall not be permitted to exercise any Default Right with respect to this Agreement or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of J. Aron becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "**Insolvency Proceeding**"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable and as amended; and

2. Nothing in this Agreement shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit

Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of J. Aron becoming subject to an Insolvency Proceeding, unless the transfer would result in PPA Seller being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to PPA Seller.

(d) U.S. Protocol. If PPA Seller adheres to the ISDA 2018 U.S. Resolution Stay Protocol, as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the "**ISDA U.S. Protocol**"), after the date of this Agreement, the terms of the ISDA U.S. Protocol will supersede and replace the terms of this Section 6.

(e) For purposes of this Section 6:

1. "**Affiliate**" is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); and

2. "**Credit Enhancement**" means any credit enhancement or credit support arrangement in support of the obligations of J. Aron under or with respect to this Agreement, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

7. Governing Law, Jurisdiction, Waiver of Jury Trial.

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the Parties under this Assignment Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to conflicts of law principles.

(b) **Jurisdiction.** All judicial proceedings arising out of or relating to this Assignment Agreement and involving J. Aron shall be brought exclusively in a federal court in the County of Los Angeles in the State of California to the maximum extent permitted by federal jurisdiction and otherwise in any court within the County of Los Angeles with jurisdiction over the matter, and each Party consents to such jurisdiction.

All judicial proceedings arising out of or relating to this Assignment Agreement and only involving PPA Buyer and PPA Seller shall be brought exclusively in a state or federal court in the County of Los Angeles in the State of California, and each Party consents to such jurisdiction.

The Parties irrevocably agree to submit to the exclusive jurisdiction of the respective aforementioned courts in the State of California and waive any defense of forum non conveniens.

(c) **Waiver of Right to Trial by Jury.** Each Party waives, to the fullest extent permitted by applicable law and **provided** in the PPA for disputes thereunder, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Assignment Agreement.

8. PPA Seller's Costs and Expenses. PPA Buyer shall be responsible for PPA Seller's reasonable costs and expenses associated with the review, execution and delivery of this Agreement and any documents associated herewith, including without limitation reasonable attorneys' fees, subject to a maximum of $[10,000]. PPA Buyer shall pay such amounts promptly upon PPA Seller's delivery of an invoice therefor, together with documentation reasonably supporting the invoiced amount.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Limited Assignment Agreement (Don Campbell–Burbank) effective as of the date first set forth above.

ORNI 47 LLC

By: _____
Name: _____
Title: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By:_____
Name: _____
Title: _____

J. ARON & COMPANY LLC

By:_____
Name: _____
Title: _____

Appendix 1

Assigned Rights and Obligations

"**PPA**" means that certain Power Purchase Agreement dated December 31, 2012, by and between ORNI 47 LLC, a Delaware limited liability company, and Southern California Public Power Authority, as amended from time to time.

"**Assignment Period**" means the period beginning on [●] and extending through and including [●], provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 2 of this Assignment Agreement and (ii) the end of the Delivery Term under the PPA; provided that applicable provisions of this Agreement shall continue in effect after termination of the Assignment Period to the extent necessary to enforce or complete, duties, obligations or responsibilities of the Parties arising prior to the termination.

"**Assigned Products**" includes (1) 15.38% of Delivered Energy during the Assignment Period; and (2) and Environmental Attributes associated with such 15.38% of Delivered Energy transferred during the Assignment Period; provided, however that the following are expressly excluded from Assigned Products and any and all rights and obligations with respect to the following shall remain with the PPA Buyer: (i) 84.62% of Delivered Energy not subject to this Agreement during the Assignment Period, (ii) Environmental Attributes associated with such 84.62% of Delivered Energy not subject to this Agreement during the Assignment Period, (iii) Capacity Rights and (iv) any other capacity, products, services and/or attributes which are or can be produced by or associated with the Facility.

Further Information: PPA Seller shall continue to transfer the WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Facility Energy under the PPA pursuant to Section 8.4 of the PPA, provided that the transferee of such WREGIS Certificates may be changed from time to time in accordance with the written instructions of both J. Aron and PPA Buyer upon twenty (20) Business Days' (as defined in the PPA) notice, which change shall be effective as of the first day of the next calendar month, unless otherwise agreed. All Assigned Products delivered by PPA Seller to J. Aron shall be a sale made at wholesale, with J. Aron reselling all such Assigned Products.

Appendix 2

Assigned Prepay Quantity

[NOTE: To be set forth in a monthly volume schedule.]

Appendix 3

Form of GSG Guaranty

DATE

NAME
ADDRESS

Attention:

Ladies and Gentlemen:

For value received, The Goldman Sachs Group, Inc. (the "Guarantor"), a corporation duly organized under the laws of the State of Delaware, hereby unconditionally guarantees the prompt and complete payment when due, whether by acceleration or otherwise, of all obligations and liabilities, whether now in existence or hereafter arising, of J. Aron & Company LLC, a subsidiary of the Guarantor and a limited liability company duly organized under the laws of the State of New York (the "Company"), to ORNI 47 LLC (the "Counterparty") arising out of or under the Limited Assignment Agreement (Don Campbell–Burbank) among the Company, the Counterparty and Southern California Public Power Authority dated as of [●], 2025. This Guaranty is one of payment and not of collection.

The Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any such obligation or liability, suit or the taking of other action by Counterparty against, and any other notice to, the Company, the Guarantor or others.

Counterparty may at any time and from time to time without notice to or consent of the Guarantor and without impairing or releasing the guaranteed obligations of the Guarantor hereunder: (1) agree with the Company to make any change in the terms of any obligation or liability of the Company to Counterparty, (2) take or fail to take any action of any kind in respect of any security for any obligation or liability of the Company to Counterparty, (3) exercise or refrain from exercising any rights against the Company or others, or (4) compromise or subordinate any obligation or liability of the Company to Counterparty including any security therefor. Any other suretyship defenses are hereby waived by the Guarantor.

This Guaranty shall continue in full force and effect until the opening of business on the fifth business day after Counterparty receives written notice of termination from the Guarantor. It is understood and agreed, however, that notwithstanding any such termination this Guaranty shall continue in full force and effect with respect to the obligations and liabilities set forth above which shall have been incurred prior to such termination.

The Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the guaranteed obligations, or interest thereon is rescinded or must otherwise be restored or returned by the

Counterparty upon the bankruptcy, insolvency, dissolution or reorganization of the Company. No failure on the part of the Counterparty to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Counterparty of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time, either before or after the termination hereof, payment of the obligations or liabilities guaranteed pursuant to this Guaranty, or any part thereof, is rescinded or must otherwise be returned by Counterparty for any reason, including without limitation upon the insolvency, bankruptcy or reorganization of the Company or the Guarantor, all as though such payment had not been made.

Except as to applicable statutes of limitation, Guarantor hereby agrees that no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

The Guarantor hereby represents as follows:

(a) The Guarantor is duly organized, validly existing, and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Guaranty.

(b) The execution and delivery of this Guaranty have been and remain duly authorized by all necessary action and do not contravene any provision of the Guarantor's certificate of incorporation or by-laws, as amended to date, or any law, regulation, decree, order, judgment, resolution or any contractual restriction binding on the Guarantor or its assets that could affect, in a materially adverse manner, the ability of the Guarantor to perform any of its obligations hereunder.

(c) All consents, licenses, clearances, authorizations, and approvals of, and registration and declarations with, any governmental or regulatory authority necessary for the due execution and delivery of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental or regulatory authority is required in connection with the execution or delivery of this Guaranty.

(d) This Guaranty constitutes the legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with all of its terms and conditions (subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally). The enforceability of the Guarantor's obligations is also subject to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

The Guarantor may not assign its rights nor delegate its obligations under this Guaranty, in whole or in part, without prior written consent of the Counterparty, and any purported assignment or delegation absent such consent is void, except for (i) an assignment and delegation of all of the Guarantor's rights and obligations hereunder in whatever form the Guarantor determines may be appropriate to a partnership, corporation, trust or other organization in whatever form that succeeds to all or substantially all of the Guarantor's assets and business and that assumes such obligations by contract, operation of law or otherwise, and (ii) the Guarantor may transfer this Guaranty or any interest or obligation of the Guarantor in or under this Guaranty, or any property securing this Guaranty, to another entity as transferee as part of the resolution, restructuring or reorganization of the Guarantor upon or following the Guarantor becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding. Upon any such delegation and assumption or transfer of obligations, the Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such delegation and assumption or transfer.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. GUARANTOR AGREES TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN THE STATE OF NEW YORK, UNITED STATES OF AMERICA, OVER ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY.

In the event the Guarantor becomes subject to a proceeding under the Federal Deposit Insurance Act or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together, the "U.S. Special Resolution Regimes"), the transfer of this Guaranty, and any interest and obligation in or under, and any property securing, this Guaranty, from the Guarantor will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if this Guaranty, and any interest and obligation in or under this Guaranty, were governed by the laws of the United States or a state of the United States. In the event the Company or the Guarantor, or any of their affiliates, becomes subject to a U.S. Special Resolution Regime, default rights against the Company or the Guarantor with respect to this Guaranty are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if this Guaranty was governed by the laws of the United States or a state of the United States.

Very truly yours,

THE GOLDMAN SACHS GROUP, INC.

LIMITED ASSIGNMENT AGREEMENT
(TULE HYDRO—BURBANK/SCPPA)

This Limited Assignment Agreement (Tule Hydro--Burbank/SCPPA) (this "**Assignment Agreement**") is entered into as of [●], 2025 by and among Tule Hydro LLC, a Utah limited liability company ("**PPA Seller**"); the City of Burbank, a California municipal corporation, through its Burbank Water and Power Department ("**Burbank**"); and the Southern California Public Power Authority, a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code section 6500, et seq.) ("**SCPPA**"). This Assignment Agreement relates to that certain Renewable Power Purchase Agreement entered into by and between Burbank and PPA Seller on December 21, 2023, as amended from time to time (the "**PPA**"), and to the Limited Assignment Agreement (Tule Hydro—SCPPA/J. Aron) of even date herewith (the "**SCPPA Assignment Agreement**") among PPA Seller; SCPPA; and J. Aron & Company LLC, a New York limited liability company ("**J. Aron**"), further transferring the rights and obligations assigned, transferred, and conveyed hereby. Unless the context otherwise specifies or requires, capitalized terms used but not defined in this Assignment Agreement have the meanings set forth in the PPA.

In consideration of the mutual covenants and agreements herein set forth, PPA Seller, Burbank, and SCPPA (the "**Parties**" hereto; each is a "**Party**") agree as follows:

1. Limited Assignment.

(a) Burbank hereby assigns, transfers, and conveys to SCPPA, and SCPPA hereby accepts and assumes, all of Burbank's right, title and interest in and to its rights under the PPA to receive delivery of the products described in Appendix 1 ("**Assigned Products**") during the Assignment Period (as defined in Appendix 1), as such rights are further limited or described in the "Further Information/Limitations" section on Appendix 1 (the "**Assigned Product Rights**") and subject to the following additional terms of this Section 1.

(b) Burbank hereby delegates to SCPPA the obligation to purchase Assigned Products and pay the APC Contract Price (as defined in Appendix 1) for all Assigned Products that are actually delivered to or for the account of SCPPA or its assigns pursuant to the Assigned Product Rights during the Assignment Period (the "**Delivered Product Payment Obligation**" and, together with the Assigned Product Rights, collectively the "**Assigned Rights and Obligations**"), provided that the Parties acknowledge and agree that PPA Seller will be obligated to deliver a single, consolidated invoice (pursuant to Section 8.1 of the PPA) to Burbank during the Assignment Period and shall simultaneously deliver copies thereof to J. Aron and SCPPA. Burbank expressly retains all of its other rights and obligations under the PPA. Burbank agrees that it will remain responsible for all payments due to PPA Seller pursuant to the Delivered Product Payment Obligation within five (5) Business Days (as defined in the PPA) of receiving Notice (as defined in the PPA) of non-payment from PPA Seller;

(c) All scheduling of Assigned Products under the PPA shall continue to take place between Burbank and PPA Seller pursuant to the terms of the PPA; provided that (i) title to

Assigned Products will pass from PPA Seller to SCPPA or its assigns upon PPA Seller's delivery in accordance with the PPA; (ii) Burbank is authorized by SCPPA to and shall act as the Scheduling Coordinator, as that term is defined in the PPA, with regard to scheduling Assigned Products; (iii) Burbank will provide copies to SCPPA and its assigns of any Notice (as defined in the PPA) of a Force Majeure Event or an Event of Default or default, breach, or other occurrence that if not cured within the applicable grace period could result in an Event of Default, which must be provided contemporaneously with any delivery of such Notice to PPA Seller and, as applicable, any collateral assignee or promptly after receipt thereof from PPA Seller; (iv) to the extent such additional notices, reports and updates are provided, PPA Seller will provide copies to SCPPA and its assigns of forecasts delivered to Burbank in accordance with Section 4.3 of the PPA (and any updates to such forecasts); (v) to the exten such additional notices, reports and updates are provided, PPA Seller will provide copies to SCPPA and its assigns of all invoices and supporting data that it provides to Burbank pursuant to Section 8.1 of the PPA, provided that any payment adjustments or subsequent reconciliations occurring after the date that is ten (10) days prior to the payment due date for an invoice will be resolved solely between Burbank and PPA Seller, and therefore PPA Seller will not be obligated to deliver copies of any communications relating thereto to SCPPA or its assigns; and (vi) Burbank and PPA Seller, as applicable, will provide copies to SCPPA and its assigns of any other information reasonably requested by SCPPA or its assigns relating to Assigned Products;

(d) Notwithstanding any other provision of this Assignment Agreement, Burbank shall be entitled to retain for its own account all amounts payable by CAISO associated with delivery of the Assigned Products to CAISO, including where Burbank is the Scheduling Coordinator for the Facility (as defined in the PPA) and through scheduling of ISTs (as defined below); and

(e) If the Clean Energy Purchase Contract (Tule Hydro—Burbank/SCPPA) between Burbank and SCPPA, dated [●], 2025, is terminated pursuant to the terms thereof, then (i) this Assignment Agreement shall terminate on the same date; (ii) SCPPA shall promptly notify each of the other Parties hereto of such termination; and (iii) upon any such termination, the rights and obligations hereby assigned shall immediately revert to Burbank as if the Assignment Agreement never existed.

As used in clause (1)(d) above, the following terms have the meanings specified below:

"**CAISO**" means California Independent System Operator or its successor.

"**CAISO Tariff**" means the CAISO's Federal Energy Regulatory Commission approved tariff, as modified, amended, or supplemented from time to time.

"**Inter-SC Trade**" or "**IST**" has the meaning set forth in the CAISO Tariff.

"**Scheduling Coordinator**" means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in "Responsibilities of a Scheduling

Coordinator," of the CAISO, which in the instance of the PPA is Burbank or Burbank's agent.

(f) PPA Seller hereby consents and agrees to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above, and SCPPA accepts the same, subject to the terms and limitations of this Assignment Agreement.

(g) The "**Assigned Prepay Quantity**" set forth in Appendix 2 relates to rights and obligations by and among J. Aron, SCPPA, and Burbank and, except as otherwise expressly set forth herein, has no impact on PPA Seller's rights and obligations under the PPA.

2. Assignment Early Termination.

(a) The Assignment Period shall terminate early upon the occurrence of any of the following:

(1) delivery of a written Notice of termination by either Burbank or SCPPA to each of the other Parties hereto;

(2) delivery of a written Notice of termination by PPA Seller to Burbank, SCPPA, and J. Aron following any failure to pay when due any amounts owed to PPA Seller pursuant to the Delivered Product Payment Obligation, and such failure continues for five (5) Business Days (as defined in the PPA) following the later of receipt of written Notice by such;

(3) delivery of a written Notice by PPA Seller or Burbank to each of the other Parties to this Agreement and J. Aron if any of the events described in the definition of Bankrupt contained within the PPA occurs with respect to SCPPA or J. Aron as though SCPPA or J. Aron were a party to the PPA; or

(4) delivery of a written Notice by SCPPA or Burbank to each of the other Parties to this Agreement and J. Aron if any of the events described in the definition of Bankrupt contained within the PPA occurs with respect to PPA Seller.

(b) In the event of an early termination pursuant to Section 2(a), the Assignment Period will end at the end of the last delivery hour on the date specified in the termination Notice provided pursuant to Section 2(a), which date shall not be earlier than the end of the last day of the calendar month in which such Notice is delivered if termination is pursuant to clause 2(a)(1) or 2(a)(2) above. All Assigned Rights and Obligations shall immediately revert to Burbank, without further action by the Parties, upon the early termination of the Assignment Period, provided that (i) SCPPA and its assigns shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

(c) The Assignment Period will automatically terminate upon (i) the early termination of the PPA or (ii) the termination of the SCPPA Assignment Agreement, and, in each case, all

Assigned Rights and Obligations shall immediately revert to Burbank, without further action by the Parties, upon the early termination of the PPA or the SCPPA Assignment Agreement, as applicable, provided that (i) SCPPA and its assigns shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. **Representations and Warranties.** PPA Seller and Burbank represent and warrant to SCPPA and its assigns that (a) the PPA is in full force and effect; (b) no known event or circumstance presently exists that would give either PPA Seller or Burbank the right to terminate the PPA or suspend performance thereunder; and (c) all of their respective obligations under the PPA required to be performed on or before the date hereof have been fulfilled. PPA Seller further represents to Burbank, SCPPA, and its assigns that it has secured all known consents to this Assignment Agreement that may be required by the PPA, any agreement referenced therein, or any assignment of its rights thereunder.

4. **Miscellaneous.** Article 12 (Limitation of Liability and Exclusion of Warranties), Sections 19.2 (Amendments) (provided that no consent or approval by SCPPA or J. Aron shall be required in order to amend the PPA), 19.3 (No Waiver), 19.7 (Counterparts; Electronic Signatures), and 19.8 (Binding Effect) of the PPA are incorporated by reference into this Assignment Agreement, *mutatis mutandis*, as if fully set forth herein. For the avoidance of doubt, J.Aron shall be a "**SCPPA assign**" upon execution and delivery of the SCPPA Assignment Agreement for the duration of the Assignment Period.

5. [**Limited Obligation.** Notwithstanding anything to the contrary herein, all obligations of SCPPA under this Assignment Agreement, including without limitation all obligations to make payments of any kind whatsoever, are special, limited obligations of SCPPA, payable solely from the Trust Estate (as such term is defined in the Trust Indenture, dated as of _____ , 2025, between SCPPA and U.S. Bank Trust Company, National Association, as trustee) as and to the extent provided in such Trust Indenture, including with respect to Operating Expenses (as such term is defined in such Trust Indenture). SCPPA shall not be required to advance any moneys derived from any source other than the Revenues (as such term is defined in such Trust Indenture) and other assets pledged under such Trust Indenture for any of the purposes in this Assignment Agreement or the PPA. Neither the faith and credit of SCPPA nor the taxing power of the State of California or any political subdivision thereof is pledged to payments pursuant to this Assignment Agreement or the PPA. SCPPA shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reasons of or in connection with this Assignment Agreement or the PPA, except solely to the extent Revenues (as such term is

defined in such Trust Indenture) are received for the payment thereof and may be applied therefor pursuant to the terms of such Trust Indenture.][1]

6. **Notices.** Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be in writing and shall either be sent by email transmission (to the extent the intended receiving Party has provided an email address for notices sent pursuant to this Section 6), courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses (including email addresses, if applicable) specified in this Section 6 for the receiving Party. Any such notice, demand, or request shall be deemed to be given (a) when actually received if delivered by email transmission or (b) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon ten (10) days' prior written notice to the other Parties, to change its list of notice recipients and addresses set forth below.

If to SCPPA:
Southern California Public Power Authority
Attention: Executive Director
1160 Nicole Court
Glendora, CA 91740
Email: ExecutiveDirector@scppa.org

If to J. Aron:
J. Aron & Company LLC
200 West Street
New York, New York 10282-2198
Email: gs-prepay-notices@gs.com

If to Burkbank:
Attention: General Manager
Burbank Water and Power
320 N. Lake Ave.
Burbank, CA 91502
Email: drothl indell@burbankca.gov

If to PPA Seller:[2]
Tule Hydro LLC
Attention: Miriah Elliott
711 Turtle Point Drive
Ivins, UT 84738
Email: miriah@tsorenson.net

[1] NTD: J. Aron would like to discuss the necessity of this provision as PPA Seller may take issue with it.
[2] Note to PPA Seller: Please confirm.

7. Governing Law, Jurisdiction, and Waiver of Jury Trial.

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the Parties under this Assignment Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to conflicts of law principles.

(b) **Jurisdiction.** The Parties agree that any litigation arising out of or relating to this Assignment Agreement shall be brought exclusively in the federal courts of the United States or the courts of the State of California sitting in Tulare County, California, and each Party consents to such jurisdiction. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

(c) **Waiver of Right to Trial by Jury.** Each Party waives, to the fullest extent permitted by applicable law and as provided in the PPA for disputes thereunder, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Assignment Agreement.

8. Further Assignments. Except as provided in the SCPPA Assignment Agreement, SCPPA and J. Aron are prohibited from further transferring to third parties the rights and obligations assigned, transferred, and conveyed hereby without first obtaining the express, written approval of Burkbank and PPA Seller.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Limited Assignment Agreement (Tule Hydro—Burbank/SCPPA) effective as of the date first set forth above.

TULE HYDRO LLC

By: _____

Name: _____

Title: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By:_____

Name: _____

Title: _____

CITY OF BURBANK

By:_____

Name: _____

Title: _____

APPENDIX 1

Assignment Schedule

APC Contract Price: [●].

Assignment Period: The period beginning on [●] and extending through and until [●], provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 2 of the Assignment Agreement and (ii) the end of the Delivery Term under the PPA; provided that applicable provisions of this Assignment Agreement shall continue in effect after termination of the Assignment Period to the extent necessary to enforce or complete, duties, obligations, or responsibilities of the Parties arising prior to the termination.

Assigned Products: (1) Delivered Energy during the Assignment Period; and (2) Green Attributes (including but not limited to Portfolio Content Category 1 RECs) associated with Delivered Energy transferred during the Assignment Period. For the avoidance of doubt, the Assigned Products exclude (i) Capacity Attributes, (ii) Ancillary Services, (iii) Resource Adequacy Benefits and (iv) any other capacity, products, services and/or attributes (other than as provided in clauses (1) and (2) above) that are or can be produced by or are associated with the Facility.

Further Information/Limitations: PPA Seller shall continue to transfer WREGIS Certificates associated with all Green Attributes corresponding to all Delivered Energy under the PPA to Burbank consistent with Section 4.8 of the PPA, provided that the transferee of such WREGIS Certificates may be changed from time to time in accordance with written instructions from Burbank (i) upon twenty (20) Business Days' Notice and (ii) subject to the new transferee's prior written consent, which change shall be effective as of the first day of the next calendar month, unless otherwise agreed. All Assigned Products delivered by PPA Seller to SCPPA and its assigns shall be a sale made at wholesale, with SCPPA and its assigns reselling all such Assigned Products.

APPENDIX 2

Assigned Prepay Quantity

[NOTE: To be set forth in a monthly volume schedule.]

LIMITED ASSIGNMENT AGREEMENT
(TULE HYDRO—SCPPA/J. ARON)

This Limited Assignment Agreement (Tule Hydro—SCPPA/J. Aron) (this "**Assignment Agreement**") is entered into as of [●], 2025 by and among Tule Hydro LLC, a Utah limited liability company ("**PPA Seller**"), the Southern California Public Power Authority, a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code section 6500, et seq.) ("**SCPPA**"), and J. Aron & Company LLC, a New York limited liability company ("**J. Aron**"). This Assignment Agreement relates to that certain Renewable Power Purchase Agreement entered into by and between the City of Burbank, acting through the Burbank Water and Power Department ("**Burbank**"), and PPA Seller on December 21, 2023, as amended from time to time (the "**PPA**"), and to the Limited Assignment Agreement (Tule Hydro—Burbank/SCPPA) of even date herewith (the "**Burbank Assignment Agreement**") among PPA Seller; SCPPA; and Burbank, transferring to SCPPA the rights and obligations assigned, transferred, and conveyed hereby. Unless the context otherwise specifies or requires, capitalized terms used but not defined in this Assignment Agreement have the meanings set forth in the PPA.

In consideration of the mutual covenants and agreements herein set forth, PPA Seller, SCPPA and J. Aron (the "**Parties**" hereto; each is a "**Party**") agree as follows:

1. Limited Assignment.

(a) SCPPA hereby assigns, transfers and conveys to J. Aron, and J. Aron hereby accepts and assumes, all of SCPPA's right, title and interest in and to its rights under the Burbank Assignment Agreement to receive delivery of the products described in Appendix 1 ("**Assigned Products**") during the Assignment Period (as defined in Appendix 1), as such rights are limited and further described in Section 1 of the Burbank Assignment Agreement and Appendix 1 to the Burbank Assignment (the "**Assigned Product Rights**"). All Assigned Products shall be delivered pursuant to the terms and conditions of this Assignment Agreement during the Assignment Period as defined in Appendix 1. All other rights of Burbank under the PPA are expressly reserved for Burbank as provided in the Burbank Assignment Agreement.

(b) SCPPA hereby delegates to J. Aron, and J. Aron assumes, the obligation to purchase the Assigned Products and pay the APC Contract Price (as defined in Appendix 1) for all Assigned Products that are actually delivered to or for the account of J. Aron pursuant to the Assigned Product Rights during the Assignment Period (the "**Delivered Product Payment Obligation**" and, together with the Assigned Product Rights, collectively the "**Assigned Rights and Obligations**"), provided that the Parties acknowledge and agree that PPA Seller will be obligated to deliver a single, consolidated invoice to Burbank during the Assignment Period and shall deliver simultaneously copies thereof to J. Aron and SCPPA. All other rights and obligations of Burbank under the PPA are expressly retained by Burbank as provided in the Burbank Assignment Agreement. The Parties acknowledge that, to the extent J. Aron each fails to pay for any Assigned Products by the due date for payment set forth in the PPA, Burbank has agreed in the Burbank Assignment Agreement that it will remain responsible for all payments due to PPA Seller pursuant to the Delivered Product Payment Obligation within five (5) Business Days (as defined in the PPA) of receiving Notice (as defined in the PPA) of non-payment from PPA Seller.

(c) All scheduling of Assigned Products under the PPA shall continue to take place between Burbank and PPA Seller pursuant to the terms of the PPA and the Burbank Assignment Agreement; provided that (i) title to Assigned Products will pass from PPA Seller to J. Aron upon PPA Seller's delivery in accordance with the PPA; (ii) Burbank is authorized by J. Aron to and shall act as the Scheduling Coordinator, as that term is defined in the PPA, with regard to scheduling Assigned Products; (iii) Burbank will provide copies to J. Aron as SCPPA's assignee of any Notice (as defined in the PPA) of Force Majeure Event or an Event of Default or default, breach, or other occurrence that if not cured within the applicable grace period could result in an Event of Default, which must be provided contemporaneously with any delivery of such Notice to PPA Seller and, as applicable, any collateral assignee or promptly after receipt thereof from PPA Seller; (iv) PPA Seller will provide copies to J. Aron of forecasts delivered to Burbank in accordance with Section 4.3 of the PPA (and any updates to such forecasts); (v) to the extent such additional notices, reports and updates are provided, PPA Seller will provide copies to J. Aron of all invoices and supporting data that it provides to Burbank pursuant to Sections 8.1 and 8.4 of the PPA, provided that any payment adjustments or subsequent reconciliations occurring after the date that is ten (10) days prior to the payment due date for an invoice will be resolved solely between Burbank and PPA Seller, and therefore PPA Seller will not be obligated to deliver copies of any communications relating thereto to J. Aron; and (vi) to the extent such additional notices, reports and updates are provided, Burbank and PPA Seller, as applicable, will provide copies to J. Aron of any other information reasonably requested by J. Aron relating to Assigned Products;

(d) Notwithstanding any other provision of this Assignment Agreement, Burbank shall be entitled to retain for its own account all amounts payable by CAISO associated with delivery of the Assigned Products to CAISO, including where Burbank is the Scheduling Coordinator for the Facility (as defined in the PPA) and through scheduling of ISTs (as defined below) as provided in the Burbank Assignment Agreement; and

(e) If the Clean Energy Purchase Contract (Tule Hydro—Burbank/SCPPA) between Burbank and SCPPA, dated [●], 2025, is terminated pursuant to the terms thereof, then (i) this Assignment Agreement shall terminate on the same date; (ii) SCPPA shall promptly notify each of the other Parties hereto of such termination; and (iii) upon any such termination, the rights and obligations hereby assigned shall immediately revert to Burbank as if the Assignment Agreement never existed.

As used in clause (1)(d) above, the following terms have the meanings specified below:

"**CAISO**" means California Independent System Operator or its successor.

"**CAISO Tariff**" means the CAISO's Federal Energy Regulatory Commission approved tariff, as modified, amended, or supplemented from time to time.

"**Inter-SC Trade**" or "**IST**" has the meaning set forth in the CAISO Tariff.

"**Scheduling Coordinator**" means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in "Responsibilities of

a Scheduling Coordinator," of the CAISO, which in the instance of the PPA is Burbank or Burbank's agent.

(f) PPA Seller acknowledges that (i) the Assigned Products will be re-delivered through one or more intermediaries, including SCPPA, to Burbank; and (ii) in the event that Burbank fails to pay SCPPA for any Assigned Products, the receivables owed by Burbank to SCPPA for such Assigned Products ("**Burbank Receivables**") may be transferred to J. Aron. To the extent any such Burbank Receivables are transferred to J. Aron, J. Aron may transfer such Burbank Receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation. Thereafter, PPA Seller shall be entitled to pursue collection on such Burbank Receivables directly against Burbank.

(g) Each of SCPPA and PPA Seller hereby consents and agrees to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above, and J. Aron hereby accepts the same, subject to the terms and limitations of this Assignment Agreement.

(h) The **"Assigned Prepay Quantity**" set forth in Appendix 2 relates to rights and obligations by and among J. Aron, SCPPA, and Burbank and, except as otherwise expressly set forth herein, has no impact on PPA Seller's rights and obligations under the PPA.

2. Assignment Early Termination.

(a) The Assignment Period shall terminate early upon the occurrence of any of the following:

(1) delivery of a written Notice of termination by either J. Aron or SCPPA to each of the other Parties hereto;

(2) delivery of a written Notice of termination by PPA Seller to J. Aron and SCPPA following any failure to pay when due any amounts owed to PPA Seller pursuant to the Delivered Product Payment Obligation, and such failure continues for five (5) Business Days (as defined in the PPA) following the later of receipt of written Notice by such Parties;

(3) delivery of a written Notice by PPA Seller or SCPPA to each of the other Parties to this Agreement if any of the events described in the definition of Bankrupt contained within the PPA occurs with respect to SCPPA, J. Aron as though SCPPA, J. Aron were a party to the PPA; or

(4) delivery of a written Notice by J. Aron or SCPPA to each of the other Parties to this Agreement if any of the events described in the definition of Bankrupt contained within the PPA occurs with respect to PPA Seller.

(b) In the event of an early termination pursuant to Section 2(a), the Assignment Period will end at the end of the last delivery hour on the date specified in the termination Notice provided pursuant to Section 2(a), which date shall not be earlier than the end of the last day of the calendar month in which such Notice is delivered if termination is pursuant to clause 2(a)(1) or 2(a)(2) above. All Assigned Rights and Obligations shall immediately revert to Burbank, without further action by the Parties, upon the early termination of the

Assignment Period, provided that (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered by to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

(c) The Assignment Period will automatically terminate upon (i) the early termination of the PPA or (ii) the termination of the Burbank Assignment Agreement, and, in each case, all Assigned Rights and Obligations shall immediately revert to Burbank, without further action by the Parties, upon the early termination of the PPA or the SCPPA Assignment Agreement, as applicable, provided that (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Representations and Warranties. PPA Seller represents and warrants to J. Aron that (a) the PPA is in full force and effect; (b) no known event or circumstance presently exists that would give either PPA Seller or Burbank the right to terminate the PPA or suspend performance thereunder; and (c) all of its respective obligations under the PPA required to be performed on or before the date hereof have been fulfilled. PPA Seller further represents to SCPPA and J. Aron that it has secured all known consents to this Assignment Agreement that may be required by the PPA, any agreement referenced therein, or any assignment of its rights thereunder.

4. Miscellaneous. Article 12 (Limitation of Liability and Exclusion of Warranties) and Sections 19.2 (Amendments), 19.3 (No Waiver), 19.7 (Counterparts; Electronic Signatures), and 19.8 (Binding Effect) of the PPA are incorporated by reference into this Assignment Agreement, *mutatis mutandis*, as if fully set forth herein.

5. **Limited Obligation.** Notwithstanding anything to the contrary herein, all obligations of SCPPA under this Assignment Agreement, including without limitation all obligations to make payments of any kind whatsoever, are special, limited obligations of SCPPA, payable solely from the Trust Estate (as such term is defined in the Trust Indenture, dated as of _____ 1, 2025, between SCPPA and U.S. Bank Trust Company, National Association, as trustee) as and to the extent provided in such Trust Indenture, including with respect to Operating Expenses (as such term is defined in such Trust Indenture). SCPPA shall not be required to advance any moneys derived from any source other than the Revenues (as such term is defined in such Trust Indenture) and other assets pledged under such Trust Indenture for any of the purposes in this Assignment Agreement or the PPA. Neither the faith and credit of SCPPA nor the taxing power of the State of California or any political subdivision thereof is pledged to payments pursuant to this Assignment Agreement or the PPA. SCPPA shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reasons of or in connection with this Assignment Agreement or the PPA, except solely to the extent Revenues (as such term is defined in such Trust Indenture) are received for the payment thereof and may be applied therefor pursuant to the terms of such Trust Indenture.

6. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be in writing and shall either be sent by email transmission (to the extent the intended receiving Party has provided an email address for notices sent pursuant to this Section 6), courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses (including email addresses, if applicable) specified in this Section 6 for the receiving Party. Any such notice, demand, or request shall be deemed to be given (a) when actually received if delivered by email transmission or (b) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon 10 days' prior written notice to the other Party, to change its list of notice recipients and addresses set forth below. Notwithstanding the foregoing, any Party may at any time notify the other Parties that any notice, demand or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during the specified period of time shall be ineffective.

If to PPA Seller:
Tule Hydro LLC
_____
_____
Email: _____

If to SCPPA:
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Email: ExecutiveDirector@scppa.org

If to J. Aron:
J. Aron & Company LLC
200 West Street
New York, New York 10282-2198
Email: gs-prepay-notices@gs.com

7. U.S. Resolution Stay Provisions.

(a) As between J. Aron and SCPPA, J. Aron and SCPPA hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("ISDA U.S. Stay Protocol"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Assignment Agreement, and for the purposes of such incorporation, (i) J. Aron shall be deemed to be a Regulated Entity, (ii) SCPPA shall be deemed to be an Adhering Party, and (iii) this Assignment Agreement shall be deemed a Protocol Covered Agreement. In the event of any inconsistencies between this Assignment Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(b) As between J. Aron and PPA Seller:

(i) In the event that J. Aron becomes subject to a proceeding under (A) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (B) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a "U.S. Special Resolution Regime"), the transfer from J. Aron

of this Agreement, and any interest and obligation in or under, and any property securing, this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under, and any property securing, this Agreement were governed by the laws of the United States or a state of the United States.

(ii) In the event that J. Aron or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable ("Default Right")) under this Agreement that may be exercised against J. Aron are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(iii) Limitation on Exercise of Certain Default Rights Related to an Affiliate's Entry into Insolvency Proceedings. Notwithstanding anything to the contrary in this Assignment Agreement, J. Aron and PPA Seller expressly acknowledge and agree that:

(1) PPA Seller shall not be permitted to exercise any Default Right with respect to this Agreement or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of J. Aron becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "Insolvency Proceeding"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and

(2) Nothing in this Agreement shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of J. Aron becoming subject to an Insolvency Proceeding, unless the transfer would result in PPA Seller being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to PPA Seller.

(iv) U.S. Protocol. If PPA Seller adheres to the ISDA U.S. Protocol after the date of this Agreement, the terms of the ISDA U.S. Protocol will supersede and replace the terms of this Section 7(b).

(v) For purposes of this Section 7(b):

(1) "**Affiliate**" is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); and

(2) "**Credit Enhancement**" means any credit enhancement or credit support arrangement in support of the obligations of J. Aron under or with respect to this Agreement, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

8. Governing Law, Jurisdiction; Waiver of Jury Trial; Limited Obligation.

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the Parties under this Assignment Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to conflicts of law principles.

(b) **Jurisdiction.** All judicial proceedings arising out of or relating to this Assignment Agreement and involving J. Aron shall be brought exclusively in the federal courts of the United States to the maximum extent permitted by federal jurisdiction and otherwise in the courts of the State of California sitting in Tulare County, and each Party consents to such jurisdiction.

All judicial proceedings arising out of or relating to this Assignment Agreement and only involving SCPPA and PPA Seller shall be brought in the federal courts of the United States or the courts of the State of California sitting in Tulare County, California.

The Parties irrevocably agree to submit to the exclusive jurisdiction of the respective aforementioned courts and waive any defense of forum non conveniens.

(c) **Waiver of Right to Trial by Jury.** Each Party waives, to the fullest extent permitted by applicable law and as provided in the PPA for disputes thereunder, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Assignment Agreement.

9. Further Assignments. Except as provided in this Assignment Agreement, SCPPA and J. Aron are prohibited from further transferring to third parties the rights and obligations assigned, transferred, and conveyed hereby without first obtaining the express, written approval of Burbank and PPA Seller.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Limited Assignment Agreement (Tule Hydro—SCPPA/J. Aron) effective as of the date first set forth above.

TULE HYDRO LLC

By: _____

Name: _____

Title: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By:_____

Name: _____

Title: _____

J. ARON & COMPANY LLC

By:_____

Name: _____

Title: _____

APPENDIX 1

Assignment Schedule

APC Contract Price: [●].

Assignment Period: The period beginning on [●] and extending through and until [●], provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 2 of the Assignment Agreement and (ii) the end of the Delivery Term under the PPA; provided that applicable provisions of this Assignment Agreement shall continue in effect after termination of the Assignment Period to the extent necessary to enforce or complete, duties, obligations, or responsibilities of the Parties arising prior to the termination.

Assigned Products: (1) Delivered Energy during the Assignment Period; and (2) Green Attributes (including but not limited to Portfolio Content Category 1 RECs) associated with Delivered Energy transferred during the Assignment Period. For the avoidance of doubt, the Assigned Products exclude (i) Capacity Attributes, (ii) Ancillary Services, (iii) Resource Adequacy Benefits and (iv) any other capacity, products, services and/or attributes (other than as provided in clauses (1) and (2) above) that are or can be produced by or associated with the Facility.

Further Information/Limitations: PPA Seller shall continue to transfer WREGIS Certificates associated with Green Attributes corresponding to all Delivered Energy under the PPA to Burbank consistent with Section 4.8 of the PPA, provided that the transferee of such WREGIS Certificates may be changed from time to time in accordance written instructions from Burbank (i) upon twenty (20) Business Days' Notice and (ii) subject to the new transferee's prior written consent, which change shall be effective as of the first day of the next calendar month, unless otherwise agreed. All Assigned Products delivered by PPA Seller to J. Aron shall be a sale made at wholesale, with J. Aron reselling all such Assigned Products.

APPENDIX 2

Assigned Prepay Quantity

[NOTE: To be set forth in a monthly volume schedule.]

CLEAN ENERGY PURCHASE CONTRACT[1]

between

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

and

[____]

Dated as of [_____], 2026

[1] NTD: To streamline negotiations, we have created a generic form for review and comment by the working group. Once agreed upon, we will replicate this for each of the four Project Participants.

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CLEAN ENERGY PURCHASE CONTRACT

This Clean Energy Purchase Contract (this "Agreement") is made and entered into as of [_____], 2026 (the "Execution Date"), by and between Southern California Public Power Authority, a joint powers authority organized pursuant to the laws of the State of California ("Issuer") and [____], [_____] ("Purchaser").

W I T N E S S E T H:

WHEREAS, Issuer has planned and developed a project (the "Clean Energy Project") to acquire long-term supplies of Product from Aron Energy Prepay 51 LLC, a Delaware limited liability company (together with its permitted successors and assigns, "Prepay LLC") and a wholly-owned subsidiary of The Goldman Sachs Group, Inc., pursuant to a Master Power Supply Agreement, dated as of [_____], 2026 (the "Master Power Supply Agreement"), to meet a portion of the Product supply requirements of Purchaser;

WHEREAS, Purchaser desires to enter into an agreement with Issuer for the purchase of Product acquired by the Issuer under the Clean Energy Project;

WHEREAS, Issuer will finance its payment for Product under, and the other costs of, the Clean Energy Project by issuing Bonds;

WHEREAS, Purchaser owns and operates an electric utility under authority of the laws of the State of California for the transmission, distribution, sale, and delivery of Product to retail electric consumers within its service area;

WHEREAS, Purchaser is agreeable to purchasing a portion of its Product requirements from Issuer under the terms and conditions set forth in this Agreement, and Issuer is agreeable to selling to Purchaser such supplies of Product under the terms and conditions set forth in this Agreement;

WHEREAS, in connection herewith and subject to the terms hereof, Issuer at the request of Purchaser is assigning and in the future may assign to J. Aron (as defined below) certain Assigned Rights and Obligations (as defined below), including the right to receive Assigned Product (as defined below), which Assigned Product will be resold to Prepay LLC under the Electricity Sale and Service Agreement, then resold to Issuer under the Master Power Supply Agreement, and then resold to Purchaser hereunder; and

WHEREAS, as a condition precedent to the effectiveness of the Parties' obligations under this Agreement, Issuer shall have entered into the Master Power Supply Agreement and shall have issued the Bonds.

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements herein set forth, Issuer and Purchaser (the "Parties" hereto; each is a "Party") agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Defined Terms. The following terms, when used in this Agreement (including the preamble or recitals to this Agreement) and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"Administrative Fee" means the amount per MWh specified as such in Exhibit H.

"Affiliate" means, with respect to either Party, any entity which is a direct or indirect parent or subsidiary of such Party or which directly or indirectly (i) owns or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors or Persons performing similar functions or (b) direct or cause the direction of the management and policies, whether by contract or otherwise.

"Agreement" has the meaning specified in the preamble and shall include exhibits, recitals and attachments referenced herein and attached hereto.

"Alternate Delivery Point" has the meaning specified in Section 5.1(a).

"Annual Refund" means the annual refund, if any, to be provided to the Purchaser and calculated pursuant to the procedures specified in Section 3.3.

"APC Contract Price" for Assigned Prepay Quantities to be delivered under any Assigned PPA means (i) the fixed prices specified in Exhibit A-2 as of the date hereof with respect to such Assigned PPA for the Initial Assignment Period therefor and (ii) the Day-Ahead Average Price if the Assignment Period for such Assigned PPA is not an Initial Assignment Period.

"APC Party" means, for any Assigned Product, the seller of such Assigned Product under an Assigned PPA.

"Assignable Power Contract" has the meaning specified in Section 6.1.

"Assigned Delivery Point" means, with respect to any Assigned Energy, the Assigned Delivery Point as set forth in the relevant Assignment Agreement.

"Assigned Energy" means any Energy, including Energy associated with PCC1 Product and Long-Term PCC1 Product, to be delivered to J. Aron or any successor thereto pursuant to any Assigned Rights and Obligations.

"Assigned PAYGO Product" means, for any Month with respect to an Assigned PPA, the amount, if any, by which the total quantity of Assigned Product delivered under such Assigned PPA in such Month exceeds the Assigned Prepay Quantity for such Assigned PPA for such Month. For further clarity, any Assigned Products delivered during an Assignment Period that are associated with Energy delivered under the applicable Assigned PPA prior to the Assignment Period shall constitute Assigned PAYGO Product.

"Assigned PPA" means any power purchase agreement (or the limited interests thereunder) that is assigned by Issuer to J. Aron pursuant to an Issuer Assignment Agreement in accordance with the terms of this Agreement. For the avoidance of doubt, if only a portion of Issuer's right and obligation to purchase Product under a power purchase agreement is assigned to J. Aron pursuant to an Issuer Assignment Agreement, "Assigned PPA" means only the portion of such rights and obligations so assigned.

"Assigned Prepay Quantity" means, for any Month and any Assigned PPA, the quantity of Product prepaid for such Assigned PPA for such Month as set forth in Exhibit A-2 (which Exhibit A-2 is subject to adjustment under the circumstances specified in Section 6.3).

"Assigned Product" means, as applicable, PCC1 Product, Long-Term PCC1 Product, Assigned Energy, Assigned RECs and any other Product included in an Assignment Agreement, provided that Assigned Products may not in any case include capacity.

"Assigned Quantity" means, with respect to each Assigned PPA and each Month during the Assignment Period therefor, the quantity of Assigned Energy delivered pursuant to such Assigned PPA consistent with the terms of the applicable Assigned Rights and Obligations in connection with the Assigned Product during such Month.

"Assigned RECs" means any RECs associated with PCC1 Product or Long-Term PCC1 Product to be delivered to J. Aron or any successor thereto pursuant to any Assigned Rights and Obligations.

"Assigned Rights and Obligations" has the meaning specified in Section 6.1.

"Assignment Period" for any Assigned Rights and Obligations and Assigned PPA has the meaning specified in the applicable Issuer Assignment Agreement.

"Available Discount Percentage" has the meaning specified in the Re-Pricing Agreement. For the avoidance of doubt, the "Available Discount Percentage" under the Re-Pricing Agreement includes the Monthly Discount Percentage, as well as additional discounting expected to be made available through the Annual Refund.

"Balancing Authority" has the meaning specified in the CAISO Tariff.

"Base Delivery Point" means (i) the CAISO delivery point set forth in Exhibit A-1 (the "Primary Delivery Point") or (ii) any other CAISO delivery point (an "Alternate Delivery

Point") that has been mutually agreed by Issuer and Prepay LLC under the terms of the Master Power Sale Agreement and by Purchaser hereunder.

"Base Product" means Firm (LD) Energy delivered to the Base Delivery Point.

"Base Quantity" means, with respect to each Delivery Hour during the Delivery Period, the Base Unadjusted Quantity for such Delivery Hour less the total of the Base Quantity Reductions for such Delivery Hour, each as set forth on Exhibit A-1, as Exhibit A-1 may be revised pursuant to Article VI; provided that, for the avoidance of doubt, there shall be no Base Quantities under this Agreement following the end of the Delivery Period.

"Base Quantity Reduction" attributable to an Assigned PPA means, with respect to each Delivery Hour during the Delivery Period, the "Base Quantity Reduction" of Base Product (in MWh) for such Assigned PPA set forth for such Delivery Hour on Exhibit A-1, as Exhibit A-1 may be revised pursuant to Article VI.

"Base Unadjusted Quantity" means, with respect to each Delivery Hour during the Delivery Period, the "Base Unadjusted Quantity" (in MWh) set forth for such Delivery Hour on Exhibit A-1.

"Bond Closing Date" means the date on which Bonds are first issued pursuant to the Bond Indenture.

"Bond Indenture" means (i) the Trust Indenture to be entered into prior to the commencement of the Delivery Period between Issuer and the Trustee, and (ii) any trust indenture entered into in connection with the commencement of any Interest Rate Period after the initial Interest Rate Period between Issuer and the Trustee containing substantially the same terms as the indenture described in clause (i) and which is intended to replace the indenture described in clause (i) as of the commencement of such Interest Rate Period.

"Bonds" means the bonds issued pursuant to the Bond Indenture.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a Federal Reserve Bank Holiday, (iii) any other day on which commercial banks generally in either New York, New York or the State of California are authorized or required by Law to close, or (iv) any day excluded from "Business Day" as therein defined, pursuant to the Bond Indenture.

"CAISO" means California Independent System Operator or its successor.

"CAISO Tariff" means CAISO's FERC-approved tariff, as modified, amended or supplemented from time to time.

"Calculation Agent" has the meaning specified in the Re-Pricing Agreement.

"California Long-Term Contracting Requirements" means the long-term contracting requirement set forth in the Clean Energy and Pollution Reduction Act of 2015 (SB

350), as may be modified by subsequent decision of the California Energy Commission or by other Law.

"CEC" means California's State Energy Resources Conservation and Development Commission, also known as the California Energy Commission, and any successor agency thereto.

"Claiming Party" has the meaning specified in Section 11.1.

"Claims" means all claims or actions, threatened or filed, that directly or indirectly relate to the indemnities provided herein, and the resulting losses, damages, expenses, attorneys' fees, experts' fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Clean Energy Project" has the meaning specified in the recitals.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any purchase or sale or other action required to be made, attempted or taken by a Party under this Agreement, such efforts as a reasonably prudent Person would undertake for the protection of its own interest under the conditions affecting such purchase or sale or other action, including without limitation, the amount of notice of the need to take such action, the duration and type of the purchase or sale or other action, the competitive environment in which such purchase or sale or other action occurs, and the risk to the Party required to take such action.

"Commodity Reference Price" means either (i) the Day-Ahead Market Price, or (ii) the Real-Time Market Price, as applicable.

"Contract Price" means (i) with respect to the Base Product and any Delivery Hour, (A) the Day-Ahead Market Price for such Delivery Hour at the Base Delivery Point less (B) the product of the Fixed Price for Base Quantities multiplied by the Monthly Discount Percentage; (ii) with respect to Assigned Prepay Quantities during the Initial Assignment Periods, (A) the applicable APC Contract Price(s) multiplied by (B) the result of 100% less the Monthly Discount Percentage, (iii) with respect to Assigned Prepay Quantities outside of the Initial Assignment Periods, (A) the APC Contract Price less (B) the product of the (x) the difference between (I) the Fixed Price for Assigned Prepay Quantities outside of the Initial Assignment Periods and (II) $[____]/MWh[2], multiplied by (y) the Monthly Discount Percentage; and (iii) with respect to Assigned PAYGO Product delivered pursuant to an Assigned PPA, the applicable contract price(s) then in effect under the applicable Assigned PPA(s) with respect to Energy.

[2] NTD: This will be a $/MWh amount that adjusts for swap fees incurred as a result of activation of the swaps.

"Day" means each period of 24 consecutive Hours commencing at the Hour ending at 01:00 (LPT) through the Hour ending at 24:00 (LPT).

"Day-Ahead Average Price" means, for any Assigned Products after the Initial Assignment Periods, the result of (i) (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month, divided by (y) the number of Pricing Intervals in such Month; plus (ii) $[____]/MWh. As used in this definition, "Pricing Interval" means the unit of time for which CAISO establishes a separate price.

"Day-Ahead Market Price" has the meaning specified on Exhibit A-1 for each Delivery Point.

"Default Rate" means, as of any date of determination, the lesser of (a) the sum of (i) the rate of interest per annum quoted in The Wall Street Journal (Eastern Edition) under the "Money Rates" section as the "Prime Rate" for such date of determination, plus (ii) two percent per annum, or (b) if a lower maximum rate is imposed by applicable Law, such maximum lawful rate.

"Delivery Hour" has the meaning specified in Exhibit A-1.

"Delivery Period" has the meaning specified in Exhibit H.

"Delivery Point" means the Base Delivery Point or an Assigned Delivery Point, as applicable.

"Disqualified Sale Proceeds" has the meaning specified in Section 7.6.

"Disqualified Sale Units" has the meaning specified in Section 7.6.

"Electricity Sale and Service Agreement" has the meaning specified in the Master Power Supply Agreement.

"Eligible Renewable Energy Resource" has the meaning set forth in California Public Utilities Code Section 399.12 as such code provision is amended or supplemented from time to time.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

"EPS" means California's Emissions Performance Standards, as set forth in Sections 8340 and 8341 of the California Public Utilities Code, as implemented and amended from time to time, and any successor Law.

"EPS Compliant Energy" means Energy that Purchaser can contract for and purchase in compliance with EPS requirements that are applicable to Purchaser.

"EPS Energy Period" means any Assignment Period or J. Aron EPS Energy Period.

"Execution Date" has the meaning specified in the preamble.

"Federal Tax Certificate" means the executed Federal Tax Certificate delivered by Purchaser in the form attached as Exhibit D.

"FERC" means the Federal Energy Regulatory Commission or any successor thereto.

"Firm (LD)" means, with respect to a Party's obligation to sell and deliver or purchase and receive, that such Party's liability for the failure to meet such obligation shall only be excused to the extent that, and for the period during which, such performance is prevented by Force Majeure, and that in the absence of Force Majeure, the Party to which performance of such obligation is owed shall be entitled to receive from the Party which failed to deliver/receive an amount determined pursuant to Article IV.

"Fixed Price" means $[____]/MWh with respect to Base Quantities and $[____]/MWh with respect to Assigned Prepay Quantities attributable to an Assigned PPA outside of the Initial Assignment Period therefor, which are the fixed prices under the Buyer Swap (as defined in the Master Power Supply Agreement) for such Product.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was executed, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided; provided that, for the avoidance of doubt, (x) the declaration of "Force Majeure" by an APC Party under an Assigned PPA or (y) an APC Party otherwise being unable to deliver any portion of the Assigned Prepay Quantity in respect of its Assigned PPA due to an event that would be considered Force Majeure under this Agreement if it affected Issuer directly, in each case, shall constitute Force Majeure hereunder. Force Majeure shall include, provided the criteria in the first sentence are met, riot, insurrection, war, labor dispute, natural disaster, epidemic, vandalism, terrorism, sabotage. Force Majeure shall not be based on (i) the loss of Purchaser's markets; (ii) Purchaser's inability economically to use or resell the Product purchased hereunder; or (iii) the delay, loss or failure of Issuer's supply other than due to force majeure declared under the Master Power Supply Agreement; or (iv) Issuer's ability to sell the Product at a higher price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (x) such Party has contracted for firm transmission with a Transmission Provider for the Product to be delivered to or received at the applicable Delivery Point and (y) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. Force Majeure invoked by Prepay LLC under the Master Power Supply Agreement shall constitute Force Majeure hereunder in respect of Issuer to the extent the conditions set forth above have been satisfied with respect to Prepay LLC. To the extent that an Issuer Assignment Agreement is terminated early, such termination shall

constitute Force Majeure with respect to Issuer hereunder until the effectiveness of the updates to Exhibit A-1 or Exhibit A-2, as applicable, pursuant to Section 6.2.

"Government Agency" means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

"Governmental Approval" means any authorization, consent, approval, license, ruling, permit, exemption, variance, order, judgment, registration, filing, giving of notice to, decree, declaration of or regulation by any Government Agency relating to the valid execution, delivery or performance of this Agreement or the consummation of any of the transactions contemplated hereby.

"Hour" means the 60-minute period commencing at 00:00 (LPT) on first Day of the Delivery Period and ending at 01:00 (LPT) on the first Day of the Delivery Period, and each 60-minute interval thereafter. The Term "Hourly" shall be construed accordingly.

"Initial Assigned Rights and Obligations" means the Assigned Rights and Obligations set forth in Exhibit A-2 hereto that have been assigned by Issuer to J. Aron in connection with the execution of this Agreement.

"Initial Assignment Periods" means the Assignment Periods for the Initial Assigned Rights and Obligations specified in Exhibit A-2 hereto as of the date hereof.

"Initial Reset Period" has the meaning specified in Exhibit H.

"Interest Rate Period" has the meaning specified in the Bond Indenture.

"Issuer" has the meaning specified in the preamble.

"Issuer Assigned PPA" means a power purchase agreement (x) pursuant to which Issuer is the APC Party's contractual counterparty and is purchasing EPS Compliant Energy for redelivery to Purchaser and (y) that is assigned by Issuer to J. Aron pursuant to an Issuer Assignment Agreement in accordance with the terms of this Agreement

"Issuer Assigned PPA PSA" means any power sales agreement by and between Issuer and Purchaser that relates to an Issuer Assigned PPA.

"Issuer Assignment Agreement" means, for any Assigned Rights and Obligations, an agreement among Issuer, J. Aron and the APC Party, in the form attached hereto as Exhibit F-1 (with such changes thereto as may be mutually agreed upon by J. Aron, the APC Party, and Issuer, each in its sole discretion).

"Issuer Default" has the meaning specified in Section 17.1.

"Issuer PPA Custodial Agreement" means that certain Custodial Agreement, dated as of [____], by and among Issuer, J. Aron, and the PPA Custodian.

"ISTs" has the meaning specified in Section 5.1(a).

"J. Aron" means J. Aron & Company LLC, a New York limited liability company, and its permitted successors and assigns under an Issuer Assignment Agreement.

"J. Aron EPS Energy Period" has the meaning specified in Section 6.1(c).

"Law" means any statute, law, rule or regulation or any written judicial or administrative decision, ruling or interpretation with respect thereto or thereof having the effect of the foregoing enacted, promulgated, or issued by a Government Agency whether in effect as of the Execution Date or at any time during the term of this Agreement.

"Long-Term PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1, and the California Long-Term Contracting Requirements, to be delivered to J. Aron or any successor thereto pursuant to any Assigned Rights and Obligations.

"LPT" means the local prevailing time then in effect in the State of California.

"Master Power Supply Agreement" has the meaning specified in the recitals.

"Minimum Discount Percentage" has the meaning specified in Exhibit H.

"Month" means a period beginning on the first Day of a calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

"Monthly Discount Percentage" has the meaning specified in Exhibit H.

"Municipal Utility" means any Person that (i) is a "governmental person" as defined in the implementing regulations under Section 141 of the Code and any successor provision, (ii) owns either or both a gas distribution utility or an electric distribution utility (or provides natural gas or electricity at wholesale to, or that is sold to entities that provide natural gas or electricity at wholesale to, governmental Persons that own such utilities), and (iii) agrees in writing to use the gas or electricity purchased by it (or cause such gas or electricity to be used) for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

"MWh" means megawatt-hour.

"Non-Priority Products" means any Products that are not Priority Products.

"Party" has the meaning specified in the preamble.

"PCC1 Product" means bundled renewable energy and RECs meeting the requirements of Portfolio Content Category 1 to be delivered to J. Aron or any successor thereto pursuant to any Assigned Rights and Obligations.

"Person" means any individual, corporation, partnership, joint venture, trust, unincorporated organization, or Government Agency.

"Portfolio Content Category 1" or "PCC1" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in the California Code of Regulations, Title 20, Section 3203, as may be amended from time to time or as further defined or supplemented by Law.

"Potential Remarketing Event" has the meaning specified in Section 3.4(b).

"PPA Custodial Agreements" means each of the Issuer PPA Custodial Agreement and the Purchaser PPA Custodial Agreement.

"PPA Custodian" means [_____].

["PPA Gross Payment" means a Participant Gross Payment as defined in the Purchaser PPA Custodial Agreement.]

"Primary Delivery Point" has the meaning specified in Section 5.1(a).

"Prepay LLC" has the meaning stated in the recitals.

"Priority Products" means the Base Quantity and Assigned Products to be purchased by Purchaser under this Agreement, together with Products that (i) Purchaser is obligated to take under a long-term agreement, which Products either have been purchased by Purchaser or a joint action agency pursuant to a long-term prepaid power purchase agreement using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from income for federal income tax purposes, or (ii) with respect to Energy, Energy that is generated using capacity that was constructed using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from income for federal income tax purposes (provided that, for the avoidance of doubt, Priority Products shall not include Energy that is generated using capacity that was wholly or partially financed through the monetization of renewable tax credits, whether such monetization is accomplished through a tax equity investment or otherwise).

"Product" means Energy and, to the extent specified as an Assigned Product in Assignment Agreement, associated RECs or other products related to the foregoing.

"Project Agreement" means the SCPPA Clean Energy Project Joint Project Agreement, dated as [____], 2026, by and among Seller, Purchaser and the other Project Participants party thereto, providing for joint governance of the Clean Energy Project and related matters.

"Purchaser" has the meaning specified in the preamble.

"Purchaser Assigned PPA" means a power purchase agreement (x) pursuant to which Purchaser is the APC Party's contractual counterparty and is purchasing EPS Compliant Energy and (y) that is assigned (I) by Purchaser to Issuer pursuant to a Purchaser Assignment Agreement in avoidance with the terms of this Agreement and (II) by Issuer to J. Aron pursuant to an Issuer Assignment Agreement in accordance with the terms of this Agreement.

"Purchaser Assignment Agreement" means, for any Assigned Rights and Obligations arising under an Assigned PPA to which Purchaser is a party, an agreement among Issuer, Purchaser and the APC Party, in the form attached hereto as Exhibit F-2 (with such changes thereto as may be mutually agreed upon by Purchaser, the APC Party, and Issuer, each in its sole discretion).

"Purchaser Default" has the meaning specified in Section 17.2.

["Purchaser PPA Custodial Agreement" means that certain Custodial Agreement, dated as of [_____], by and among Purchaser, J. Aron, and the PPA Custodian.]

"Qualifying Use Requirements" means, with respect to any Product delivered under this Agreement, such Product is used (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Code, and (iii) in a manner that is consistent with the Federal Tax Certificate attached as Exhibit D.

"Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of the Bond Closing Date (as defined in the Bond Indenture), by and between Prepay LLC and Issuer.

"Real-Time Market Price" has the meaning specified on Exhibit A-1 for each Delivery Point.

"Remarketing Election Deadline" means, for any Reset Period, the last date and time by which the Purchaser may provide a Remarketing Election Notice as set forth in the applicable Reset Period Notice.

"Remarketing Election Notice" has the meaning specified in Section 3.4(b).

"Renewable Energy Credit" or "REC" means a certificate of proof associated with the generation of electricity from an eligible renewable energy resource, which certificate is issued through the accounting system established by the CEC pursuant to RPS Law, evidencing that one (1) MWh of energy was generated and delivered from such eligible renewable energy resource and the "bucket" to which such energy pertains. Such certificate is a tradable environmental commodity (also known as a "green tag") with which the owner of the REC can prove that it has purchased renewable energy.

"Replacement Assigned Rights and Obligations" means any Assigned Rights and Obligations other than the Initial Assigned Rights and Obligations.

"Replacement Price" means, with respect to any Shortfall Quantity of Base Quantities and Delivery Hour and Delivery Point, the price at which Purchaser, acting in a Commercially Reasonable manner, purchases at the applicable Delivery Point Replacement Product for such Shortfall Quantity, plus (i) costs reasonably incurred by Purchaser in purchasing Replacement Product, and (ii) additional transmission charges, if any, reasonably incurred by Purchaser to the applicable Delivery Point, or at Purchaser's option, the market price at the Delivery Point for such Product not delivered as determined by Purchaser in a Commercially Reasonable manner. The Replacement Price for any Shortfall Quantity shall not include any administrative or other internal costs incurred by Purchaser and shall be limited to a price that is Commercially Reasonable with respect to the timing and manner of purchase. In no event shall the Replacement Price include any penalties, ratcheted demand or similar charges, nor shall Purchaser be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Issuer's liability.

"Replacement Product" means any Energy purchased by Purchaser to replace any Shortfall Quantity at the Delivery Point where such Shortfall Quantity occurred; provided that such Energy is purchased for delivery in the Delivery Hour to which such Shortfall Quantity relates.

"Reset Period" means each "Reset Period" under the Re-Pricing Agreement.

"Reset Period Notice" has the meaning specified in Section 3.4(a).

"RPS Law" means the California Renewable Energy Resources Act, as implemented and amended from time to time, and any successor Law.

"Schedule", "Scheduled" or "Scheduling" means the actions of Issuer, Purchaser and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Product to be delivered during any given portion of the Delivery Period at a specified Delivery Point.

"Shortfall Quantity" has the meaning specified in Section 4.1(a).

"Transmission Provider" means any entity or entities transmitting or transporting the Product on behalf of Issuer or Purchaser to or from the Delivery Point.

"Trustee" means [_____], and its successors as trustee under the Bond Indenture.

"Utility Revenues" means all charges received for, and all other income and receipts derived by Purchaser from, the operation of Purchaser's electric utility system, or arising from Purchaser's electric utility system, including income derived from the sale or use of electric energy generated, transmitted, or distributed by any facilities of Purchaser's electric utility system, together with any receipts derived from the sale of any property pertaining to Purchaser's electric utility system or incidental to the operation of Purchaser's electric utility system or from any services performed by Purchaser in connection with or incidental to Purchaser's electric utility system, or from any other source whatsoever directly or indirectly derived from Purchaser's

electric utility system, but exclusive in every case of any moneys derived from the levy or collection of taxes upon any taxable property within the jurisdictional boundaries of Purchaser.

"Voided Remarketing Election Notice" has the meaning specified in Section 3.4(b).

"Western EIM" has the meaning ascribed to "Energy Imbalance Market (EIM)" under the CAISO Tariff.

"WREGIS" means the Western Renewable Energy Generation Information System or its successor.

Section 1.2 Definitions; Interpretation. References to "Articles," "Sections," "Schedules" and "Exhibits" shall be to Articles, Sections, Schedules and Exhibits, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest scope of such general statement, term or matter. Except where expressly provided otherwise, any reference herein to any agreement or document includes all amendments, supplements or restatements to and of such agreement or document as may occur from time to time in accordance with its terms and the terms hereof, and any reference to a party to any such agreement includes all successors and assigns of such party thereunder permitted by the terms hereof and thereof.

ARTICLE II.

DELIVERY PERIOD; NATURE OF CLEAN ENERGY PROJECT; CONDITION PRECEDENT

Section 2.1 Delivery Period. Subject to Section 2.2, delivery of Product by Issuer to Purchaser shall commence at the beginning of the Delivery Period and, except for any Reset Period for which a Remarketing Election Notice is in effect as provided in Section 3.4(b), shall continue throughout the Delivery Period.

Section 2.2 Condition Precedent. Notwithstanding anything to the contrary herein, commencement of deliveries and the rights and obligations of Issuer and Purchaser hereunder are subject to the condition precedent that Issuer shall have entered into the Master Power Supply Agreement and shall have issued the Bonds.

Section 2.3 Pledge of this Agreement. Purchaser acknowledges and agrees that Issuer will pledge its right, title and interest under this Agreement during the Delivery Period and the

revenues to be received under this Agreement during the Delivery Period to secure Issuer's obligations under the Bond Indenture.

ARTICLE III.

SALE AND PURCHASE; PRICING

Section 3.1 Sale and Purchase of Product. Issuer shall sell and deliver or cause to be delivered to Purchaser, and Purchaser shall purchase and receive from Issuer, the applicable Product in the quantities, at the times and places, subject to the terms and conditions set forth in this Agreement. The quantities of Product to be sold and delivered and purchased and received pursuant to the terms and conditions set forth in this Agreement shall be equal to (a) the Base Quantity, if any, for each Delivery Hour and (b) the Assigned Products delivered in each Month of the Delivery Period to or for the account of J. Aron pursuant to an Issuer Assignment Agreement. The Base Quantity shall be delivered and received at the Base Delivery Point, and the Assigned Quantity to be delivered in accordance with each Issuer Assignment Agreement shall be delivered and received at the Assigned Delivery Point specified in such Issuer Assignment Agreement.

Section 3.2 Purchaser Payments.

(a) For each Month for which an EPS Energy Period is in effect during the Delivery Period:

(i) Purchaser shall pay Issuer the sum, for all Assigned PPAs, of the product of the Assigned Prepay Quantities set forth in Exhibit A-2 hereto for each Month and the applicable Contract Price therefor, provided that Issuer shall owe a payment to Purchaser to the extent that the Contract Price for Assigned Prepay Quantities is negative;

(ii) Purchaser shall pay Issuer the product, for each Assigned PPA, of (A) the Assigned PAYGO Product delivered pursuant to such Assigned PPA and received by Purchaser in such Month and (B) the Contract Price for such Assigned PAYGO Product; provided that, solely with respect to Assigned PAYGO Product delivered pursuant to Purchaser Assigned PPAs, Purchaser shall owe a separate PPA Gross Payment for each Purchaser Assigned PPA consistent with the terms of the Purchaser PPA Custodial Agreement, and, upon satisfying its obligations under the Purchaser PPA Custodial Agreement in respect of such amount (after taking into consideration any [PPA Seller Payment Obligation (as such term is defined in the PPA Custodial Agreement)] credited to Purchaser in respect thereof)], any portion of such amount attributable to Assigned PAYGO Product shall be deemed to be paid by Purchaser to the applicable APC Party on behalf of J. Aron and shall satisfy the obligations of the respective parties under each of the Electricity Sale and Service Agreement, the Master

Power Supply Agreement, and this Agreement to pay for such Assigned PAYGO Product; and

(iii) to the extent that Base Quantities are delivered hereunder in any Delivery Hour in any Month during the Delivery Period, Purchaser shall pay Issuer the applicable Contract Price therefor multiplied by the Base Quantities actually delivered.

(b) The Contract Price for Assigned Energy is inclusive of any amounts due in respect of other Assigned Products; provided that, to the extent an Assigned PPA provides for the separate settlement of amounts due thereunder for (i) Assigned Energy and (ii) other Assigned Products under such Assigned PPA, such amounts will be separately settled under this Agreement and the PPA Custodial Agreements consistent with the settlement terms of the applicable Assigned PPA. For example, if (A) an Assigned PPA provides that (I) the portion of the APC Contract Price attributable to Assigned Energy is payable in the Month following delivery of such Assigned Energy and (II) the portion of the APC Contract Price attributable to Assigned RECs is payable in the Month following the delivery of the certificates that are associated with the Assigned RECs, and (B) such Assigned RECs and their associated certificates are delivered one or more Months after delivery of the associated Assigned Energy, then separate payments for such Assigned Energy and the associated Assigned RECs shall be made under this Agreement and the PPA Custodial Agreements in the respective Months following the delivery of the Assigned Energy and the associated Assigned RECs.

Section 3.3 Annual Refund. In addition to any Monthly Discount Percentage applied to Energy Scheduled hereunder, Issuer shall credit such Annual Refund to Purchaser as may be available for distribution by Issuer pursuant to Section 5.12(b) of the Bond Indenture during the Delivery Period, subject to the provisions of this Section 3.3 and in accordance with the Project Agreement. Such Annual Refund, if any, shall be credited to the next amount due from Purchaser following the release of funds for such purpose to Issuer under the terms of the Bond Indenture. In determining the amount of such Annual Refund, if any, to be credited to Purchaser, Issuer may reserve such funds (i) as may be required under the terms of the Bond Indenture or (ii) as it deems reasonably necessary and appropriate, including but not limited to amounts required (a) to fund or maintain the Minimum Discount Percentage for any future Reset Period, (b) to fund or maintain any rate stabilization or working capital reserve, (c) to reserve or account for unfunded liabilities and expenses, including future sinking fund or other principal amortization of the Bonds, or (d) for other costs of the Clean Energy Project.

Section 3.4 Reset Period Remarketing.

(a) Reset Period Notice. For each Reset Period, Issuer shall provide to Purchaser, at least ten (10) days prior to the Remarketing Election Deadline, written notice (a "Reset Period Notice") setting forth (i) the duration of such Reset Period, (ii) the estimated Available Discount Percentage for such Reset Period, and (iii) the applicable Remarketing Election Deadline. Issuer may thereafter update such notice at any time prior to the Remarketing Election Deadline and in any such update may extend the Remarketing Election Deadline in its sole discretion.

(b) Remarketing Election. If the Reset Period Notice (or any update thereto) for any Reset Period indicates that the estimated Available Discount Percentage specified in such notice is not at least equal to the Minimum Discount Percentage for such Reset Period, then: (i) a "Potential Remarketing Event" shall be deemed to exist, and (ii) Purchaser may, not later than the Remarketing Election Deadline, issue a written notice in the form attached hereto as Exhibit C (a "Remarketing Election Notice") to Issuer, Prepay LLC and the Trustee electing for all Base Quantities with respect to such Reset Period to be remarketed; provided, however, if the actual Available Discount Percentage, as finally determined under the Re-Pricing Agreement, is equal to or greater than the Minimum Discount Percentage, then Issuer may, in its sole discretion, elect by written notice (a "Voided Remarketing Election Notice") to Purchaser to treat such Remarketing Election Notice as void. If Purchaser issues a valid Remarketing Election Notice (other than a Voided Remarketing Election Notice) in accordance with this Section 3.4(b) for any Reset Period, then (x) Purchaser shall have no rights or obligations to pay for or receive any Product hereunder during such Reset Period or to receive any Annual Refund attributable to such Reset Period and (y) Issuer shall exercise its right to terminate any Issuer Assignment Agreements and Purchaser Assignment Agreements, as applicable, effective as of the end of the Month immediately preceding any Reset Period for which Purchaser has issued a valid Remarketing Election Notice.

(c) Final Determination of Available Discount Percentage. The Parties acknowledge and agree that the final Available Discount Percentage for any Reset Period following the Initial Reset Period will be determined on the Re-pricing Date (as defined in the Re-Pricing Agreement) for such Reset Period, and that such Available Discount Percentage may differ from the estimate or estimates of such Available Discount Percentage last provided to Purchaser prior to the Remarketing Election Deadline for such Reset Period; provided that the Available Discount Percentage for any Reset Period will not be less than the lower of (i) the last estimated Available Discount Percentage set forth in the Reset Period Notice for such Reset Period (or any update thereof) sent to Purchaser by Issuer and (ii) the Minimum Discount Percentage for Reset Period.

(d) Obligations Following a Remarketing Election. Notwithstanding the issuance of any Remarketing Election Notice for a Reset Period, (i) Purchaser will remain obligated to purchase the Base Quantities (and any Assigned Products assigned pursuant to Issuer Assignment Agreements) hereunder for each subsequent Reset Period, unless Purchaser issues a new valid Remarketing Election Notice (other than a Voided Remarketing Election Notice) for such subsequent Reset Period in accordance with this Section 3.4; and (ii) Purchaser shall not make any new commitment to purchase Priority Products during such Reset Period if Purchaser reasonably expects such commitment to cause, during any portion of the Delivery Period after such Reset Period, Purchaser's aggregate obligations to purchase Priority Products (including its obligation to purchase Priority Products hereunder) to exceed Purchaser's expected aggregate requirements for Products that will be used (A) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii) and (B) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Code. Unless Purchaser issues a new Remarketing Election Notice (other than a Voided Remarketing Election Notice) for any subsequent Reset Period in accordance with this Section 3.4, Purchaser will cooperate with J. Aron in good faith and

exercise Commercially Reasonable Efforts, in each case pursuant to Section 6.1 hereof, to locate EPS Compliant Energy for redelivery hereunder in any such Reset Period.

Section 3.5 Limited Obligation to Take Base Quantities. Notwithstanding anything to the contrary in this Agreement, Purchaser shall not be required to purchase and receive any Base Quantities hereunder, and, unless otherwise mutually agreed upon by the Parties in writing, Issuer, with respect to any Base Quantities that otherwise would be delivered hereunder, shall cause Prepay LLC to remarket such Base Quantities pursuant to the provisions of Exhibit C to the Master Power Supply Agreement.

Section 3.6 Partial Suspension of Issuer Assigned PPA PSAs. The Parties hereby acknowledge and agree that any Issuer Assigned PPA PSAs shall remain in full force and effect during the Assignment Period for each relevant Assigned PPA, provided that the portion of their rights and obligations thereunder that constitute Assigned Rights and Obligations shall be suspended and replaced by the Parties' corresponding rights and obligations under this Agreement during the Assignment Period for each Relevant Assigned PPA.

ARTICLE IV.

FAILURE TO SCHEDULE PRODUCT

Section 4.1 Issuer's Failure to Schedule Base Quantity (Not Due to Force Majeure).

(a) Shortfall Quantity. If, for any Delivery Hour during the Delivery Period, Issuer breaches its obligation to Schedule or deliver all or any portion of the Base Quantity, after giving effect to reductions for Assigned Energy in accordance with Article VI, at any Delivery Point pursuant to the terms of this Agreement and such breach is not excused by the provisions of Article XI, then the portion of the Base Quantity that Issuer failed to Schedule or deliver shall be a "Shortfall Quantity".

(b) Issuer Cover Damage Payments. Issuer shall pay to Purchaser, for each Shortfall Quantity that Issuer fails to Schedule or deliver in a Delivery Hour at the applicable Delivery Point, the result determined by the following formula:

P = Q x (RP - CP + AF)

Where:

P = The amount payable by Issuer under this Section 4.1(b) for such Shortfall Quantity, Delivery Hour and Delivery Point;

Q = Such Shortfall Quantity and Delivery Point for such Delivery Hour;

RP = The Replacement Price for such Shortfall Quantity, Delivery Hour and Delivery Point;

CP = The Contract Price for the Shortfall Quantity of Base Product and such Delivery Hour and Delivery Point; and

AF = The Administrative Fee.

(c) Purchaser Obligation to Mitigate. Purchaser shall exercise Commercially Reasonable Efforts to mitigate Issuer's damages paid by Issuer hereunder.

Section 4.2 Purchaser's Failure to Schedule or Receive Base Quantities (Not Due to Force Majeure). If, for any Delivery Hour during the Delivery Period, Purchaser breaches its obligation to Schedule or receive all or any portion of the Base Quantity at any Delivery Point pursuant to the terms of this Agreement and such breach is not excused by the provisions of Article XI, then Purchaser shall remain obligated to pay Issuer the Contract Price for such Base Quantity. Issuer shall credit to Purchaser's account any net revenues Issuer receives from Prepay LLC under the Master Power Supply Agreement in connection with the ultimate sale of any such Product by Prepay LLC to other Municipal Utilities, up to the Contract Price.

Section 4.3 Assigned Product. Notwithstanding anything herein to the contrary, neither Purchaser nor Issuer shall have any liability or other obligation to one another for any failure to Schedule, receive, or deliver Assigned Product.

Section 4.4 Sole Remedies. Except with respect to termination of this Agreement pursuant to Article XVII, the remedies set forth in this Article IV shall be each Party's sole and exclusive remedies against the other Party for any failure by the other Party to Schedule, deliver or receive Product, as applicable, pursuant to this Agreement.

ARTICLE V.

DELIVERY POINTS; SCHEDULING

Section 5.1 Delivery Points.

(a) Base Delivery Points. All Base Product delivered under this Agreement shall be Scheduled for delivery and receipt at (i) the Delivery Point set forth in Exhibit A-1 (the "Primary Delivery Point") or (ii) any other point (an "Alternate Delivery Point") that has been mutually agreed by Issuer, Purchaser and Prepay LLC (the Primary Delivery Point or, to the extent specified, any Alternate Delivery Point being the "Base Delivery Point"). Delivery of Energy to Purchaser at the Primary Delivery Point shall be facilitated through submission of Inter-SC Trades, as defined in the CAISO Tariff ("ISTs"). Purchaser shall designate a scheduling coordinator in the CAISO market for this purpose as specified in Exhibit G.

(b) Alternate Base Market Prices. The Day-Ahead Market Price and Real-Time Market Price for each Alternate Delivery Point, as applicable, shall be the price mutually agreed and identified by the Parties, or if no such price is identified for such Alternate Delivery Point, the Day-Ahead Market Price and Real-Time Market Price, as applicable, specified on Exhibit A-1 for

the Primary Delivery Point from which quantities are being shifted to such Alternate Delivery Point.

(c) Assigned Energy Delivery Points. Assigned Energy delivered under this Agreement shall be Scheduled for delivery and receipt at the applicable Assigned Delivery Point specified in the applicable Assigned PPA. All other Assigned Product shall be delivered consistent with the terms of the applicable Issuer Assignment Agreement.

Section 5.2 Transmission and Scheduling. Issuer shall Schedule or arrange for Scheduling services with CAISO in accordance with the CAISO Tariff, to deliver the Base Product to the Base Delivery Point. Purchaser shall Schedule or arrange for Scheduling services with CAISO in accordance with CAISO Tariff, to receive the Base Product at the Base Delivery Point. If Prepay LLC Schedules or arranges for Scheduling services, to deliver Base Product to the Base Delivery Point, then Issuer's obligations under this Section shall be relieved pro tanto. Scheduling of Assigned Energy shall be in accordance with the applicable Assignment Agreement.

Section 5.3 Title and Risk of Loss. Title to and risk of loss of the Product delivered under this Agreement shall pass from Issuer to Purchaser at the applicable Delivery Point. The transfer of title and risk of loss for all Assigned Product shall be in accordance with the applicable Issuer Assignment Agreement and Purchaser Assignment Agreement, if any; provided that all Issuer Assignment Agreements and Purchaser Assignment Agreements shall provide for the transfer of Renewable Energy Credits in accordance with WREGIS. Subject to Section 18.1, each Party shall indemnify, defend and hold harmless the other Party from and against any Claims made by a third party arising from or out of any event, circumstance, act or incident related to the Product delivered hereunder first occurring or existing during the period when control and title to Base Product or Assigned Product is vested in the indemnifying Party as provided in this Section; provided that, notwithstanding the foregoing, (a) Issuer shall have no obligation to indemnify, defend or hold harmless Purchaser for any such Claims relating to replacement costs, cover damages or similar liabilities that are payable to any Person because of Purchaser's failure to deliver any Product to such Person and (b) no obligation to indemnify, defend or hold harmless shall supplant or control the provisions of this Agreement relating to Force Majeure. Notwithstanding anything to the contrary herein, no Party shall have any obligation to indemnify, defend or hold harmless the other Party in respect of any Claims relating to any Assigned Product.

Section 5.4 Communications Protocol. With respect to the Scheduling and delivery of Base Quantities, Issuer and Purchaser shall comply with the communications protocol set forth in Exhibit G. Scheduling and transmission of Assigned Energy shall be in accordance with the applicable Issuer Assignment Agreement and Purchaser Assignment Agreement, if any, pursuant to which (x) Issuer or its designee shall act as the scheduling coordinator with respect to any Issuer Assigned PPA and (y) Purchaser or its designee shall act as the scheduling coordinator with respect to any Purchaser Assigned PPA.

Section 5.5 Deliveries within CAISO or another Balancing Authority. The Parties acknowledge that Energy delivered by Issuer at a Delivery Point within CAISO or another Balancing Authority (including a Balancing Authority operating within the Western EIM) will be delivered in accordance with the CAISO Tariff and rules of the Balancing Authority as applicable.

Scheduling such Energy in accordance with the requirements of the applicable Product into the applicable Balancing Authority shall constitute delivery of such Product to Purchaser hereunder, provided that any associated Renewable Energy Credits and other Assigned Product are also delivered to Purchaser.

Section 5.6 Assigned Products. Notwithstanding anything to the contrary herein, except as provided in Section 6.3, Issuer shall have no liability under this Article V with respect to any Assigned Products.

ARTICLE VI.

ASSIGNMENT OF POWER PURCHASE AGREEMENTS

Section 6.1 Assignments Generally.

(a) Initial Assigned Rights and Obligations. Concurrently with the execution of this Agreement, Issuer has assigned the Initial Rights and Obligations to J. Aron.

(b) Assignments of Replacement Assigned Rights and Obligations.

(i) Commencing one year prior to the expiration of any EPS Energy Period or otherwise immediately upon the early termination or anticipated early termination of an EPS Energy Period, Issuer and Purchaser shall exercise Commercially Reasonable Efforts and cooperate with J. Aron in good faith to assign to J. Aron all or a portion of Issuer's or Purchaser's, as applicable, rights and obligations (together with the Initial Assigned Rights and Obligations, the "Assigned Rights and Obligations") under (x) one or more Issuer Assigned PPAs or (y) one or more Purchaser Assigned PPAs (any such power purchase agreement under clause (x) or (y), an "Assignable Power Contract"). For added clarity, the Parties acknowledge and agree that (I) only an Issuer Assignment Agreement shall be required for an Issuer Assigned PPA described in clause (x) of the preceding sentence and no Purchaser Assignment Agreement shall be required with respect thereto; (II) both an Issuer Assignment Agreement and a Purchaser Assignment Agreement shall be required with respect to a Purchaser Assigned PPA described in clause (y) of the preceding sentence; and (III) Purchaser's prior written consent shall be required for the Issuer's entry into an Issuer Assignment Agreement for the redelivery of Assigned Rights and Obligations under this Agreement.

(ii) The Parties recognize that, in the case of such an assignment, J. Aron will be obligated to sell and deliver Assigned Product it receives under all Assigned Rights and Obligations to Prepay LLC under the terms of the Electricity Sale and Service Agreement, and Prepay LLC will be obligated to deliver such Product to Issuer under the terms of the Master

Power Supply Agreement. To be effective hereunder, any assignment of Replacement Assigned Rights and Obligations must be agreed and consented to by J. Aron. For all Assignment Periods following the Initial Assignment Periods, the APC Contract Price under each Issuer Assignment Agreement shall be the Day-Ahead Average Price, unless Issuer, Purchaser, Prepay LLC and J. Aron agree to appropriate amendments to the relevant documents to accommodate a different price.

(c) J. Aron Procurement of EPS Compliant Energy. Under certain circumstances specified in Section 6.1(c) of the Electricity Sale and Service Agreement, J. Aron is obligated to exercise Commercially Reasonable Efforts to obtain EPS Compliant Energy for ultimate redelivery to Purchaser hereunder, and, in such case, Purchaser shall cooperate in good faith with J. Aron in connection therewith, provided that:

(i) J. Aron's procurement of any such EPS Compliant Energy for ultimate redelivery hereunder shall be subject to Purchaser's prior written consent, with such consent not to be unreasonably withheld, provided, for the avoidance of doubt, that it shall be reasonable for Purchaser to withhold its consent based on (x) the requirements of the EPS or other regulatory requirements or (y) proposed pricing terms;

(ii) Issuer and Purchaser may agree upon appropriate amendments to this Agreement to facilitate the delivery of such EPS Compliant Energy, including with respect to the Delivery Point, consequences of failing to deliver or receive and scheduling matters;

(iii) the period of delivery for any such EPS Compliant Energy (any such period, a "J. Aron EPS Energy Period") shall not exceed the length, as applicable, of (A) the then-current Reset Period if such EPS Compliant Energy is obtained for delivery for the remainder of a Reset Period and (B) the length of the next succeeding Reset Period if such EPS Compliant Energy is obtained for delivery commencing in such succeeding Reset Period; and

(iv) during a J. Aron EPS Energy Period, if requested by J. Aron, Issuer and Purchaser shall continue to exercise Commercially Reasonable Efforts and cooperate with J. Aron in good faith to assign Assigned Rights and Obligations to J. Aron under an Assignable Power Contract.

(d) Amendments. Purchaser and Issuer agree to seek the written consent of J. Aron prior to any amendment to this Article VI or Exhibit F hereto.

(e) Present Assignment of Assigned PPA Damages to Purchaser. The Parties hereto acknowledge that the terms of the Issuer Assignment Agreements shall not entitle J. Aron to damages from an APC Party under an Assigned PPA for

any reason whatsoever (any such damages, "Assigned PPA Damages"). Nonetheless, (i) the Parties acknowledge that, pursuant to the Electricity Sale and Service Agreement, J. Aron has presently assigned and transferred to Prepay LLC all right, title and interest in and to any Assigned PPA Damages that J. Aron may become entitled to receive, and) pursuant to the Master Power Supply Agreement, Prepay LLC has presently assigned and transferred to Issuer all right, title and interest in and to any Assigned PPA Damages that Prepay LLC may become entitled to receive; and (ii) Issuer hereby presently transfers and assigns to Purchaser all of Issuer's right, title and interest in and to any Assigned PPA Damages that Issuer may become entitled to receive.

Section 6.2 Failure to Obtain EPS Compliant Energy. To the extent an EPS Energy Period terminates or expires and Purchaser and J. Aron have been unable to obtain EPS Compliant Energy for delivery hereunder pursuant to the provisions of Section 6.1, then, until EPS Compliant Energy is obtained for delivery hereunder, Prepay LLC shall remarket Purchaser's Base Quantities pursuant to the provisions of Exhibit C to the Master Power Supply Agreement, subject to the following:

(a) the requirements set forth in Section 6.1 shall continue to apply; and

(b) Purchaser shall not make any new commitment to purchase Priority Products during such a remarketing.

Section 6.3 Early Termination of Assignment Periods and Updates to Exhibits.

(a) The reduction in Base Quantity for each Delivery Hour during an Assignment Period after giving effect to an Issuer Assignment Agreement (each, a "Base Quantity Reduction") shall be calculated in accordance with this Section 6.3(a). For the Initial Assignment Periods, the Base Quantity Reductions have been calculated as follows: the Base Quantity Reduction for each Delivery Hour of the Initial Assignment Periods equal (i) the Assigned Prepay Quantity for each such Delivery Hour (which will be determined by dividing the Assigned Prepay Quantity for the applicable Month by the number of Delivery Hours in such Month), multiplied by (ii) the result of (A) the APC Contract Price applicable for such Hour, divided by (B) ***[NOTE: To list the result of the following formula as determined at pricing: Front End Fixed Price for Base Quantities + (Active Swap Fee – Standby Swap Fee).]***. For any Assignment Period other than the Initial Assignment Periods, the Base Quantity Reduction for each Delivery Hour of the relevant Assignment Period shall equal (i) the Assigned Prepay Quantity for each such Delivery Hour (which will be determined by dividing the Assigned Prepay Quantity for the applicable Month by the number of Delivery Hours in such Month), multiplied by (ii) the result of (A) Fixed Price for Assigned Prepay Quantities outside of the Initial Assignment Periods divided by (B) the Fixed Price for Base Quantities; provided that if the Base Quantity Reduction for any Delivery Hour would result in a Base Quantity of less than zero, then the Assigned Prepay Quantity

for such Delivery Hour will be reduced to the closest whole MWh such that the Base Quantity is not reduced below zero.

(b) Effective upon the first day of the second Month following the early termination of an Assignment Period for any reason, Issuer shall revise Exhibits A-1 and A-2 to (i) reverse the Base Quantity Reductions associated with the Assignment Period that terminated for all remaining Hours in the Delivery Period and (ii) update the Base Quantity Reductions with the applicable formula set forth in Section 6.3(a). In the case of any other commencement of a subsequent Assignment Period, Issuer shall revise (A) the Base Quantity in Exhibit A-1 with the applicable formula set forth in Section 6.3(a) and (B) Exhibit A-2 to reflect the details for such Assignment Period. In making any revisions to Exhibit A-1 and Exhibit A-2 as contemplated by this Section 6.3, all such revisions shall be made in the same amount and in the same direction as, and at the same time as, any corresponding adjustments under the Prepaid Agreement, so that any adjustment to exhibits under the Prepaid Agreement remain fully aligned with adjustments made under this Agreement.

Section 6.4 J. Aron Non-Payment to APC Party.

(a) To the extent that (a) J. Aron fails to pay when due any [J. Aron Prepay Payment] (as defined in the PPA Custodial Agreements) and (b) Purchaser makes a payment for such amount to the applicable APC Party, Purchaser shall provide notice thereof to Issuer and Issuer shall make a payment to Purchaser in the amount of such non-payment from and to the extent of funds available for such purpose under the Indenture.

(b) The Parties acknowledge that Issuer has the right to appoint a director (the "Issuer-Appointed Director") to the board of directors of Prepay LLC, and the Issuer-Appointed Director, pursuant to the terms of Prepay LLC's Second Amended & Restated Limited Liability Company Agreement, dated [____], shall have sole decision-making authority with respect to enforcement by Prepay LLC of the GSG Guaranty (as defined in the Electricity Sale and Service Agreement) of J. Aron's obligations under the Electricity Sale and Service Agreement. Issuer agrees that it shall instruct the Issuer-Appointed Director to exercise such voting rights in favor of Prepay LLC promptly enforcing its right to payment of any amounts that are due from but unpaid by J. Aron under [Section 6.4] of the Electricity Sale and Service Agreement.

ARTICLE VII.

USE OF PRODUCT

Section 7.1 Tax Exempt Status of the Bonds. Purchaser acknowledges that the Bonds will be issued with the intention that the interest thereon will be exempt from federal taxes under Section 103 of the Code. Accordingly, Purchaser agrees that it will (a) provide such information

with respect to its utility system as may be requested by Issuer in order to establish the tax-exempt status of the Bonds, and (b) act in accordance with such written instructions as Issuer may provide from time to time in order to maintain the tax-exempt status of the Bonds. Purchaser further agrees that it will not at any time take any action, or fail to take any action, that, if taken or omitted, respectively, would adversely affect the tax-exempt status of the Bonds. The Parties further acknowledge that, effective as of the commencement date of any Reset Period, the Base Quantity and Assigned Quantity may be reduced upon written notice of Issuer to Purchaser to a level (including to zero aggregate Base Quantity and Assigned Quantity for such Reset Period) that enables Special Tax Counsel, in its sole discretion, to deliver any opinion required from Special Tax Counsel to remarket the Bonds or issue refunding bonds as obligations the interest on which is excluded from gross income under Section 103 of the Code; provided furthermore that, in the case of a reduction of the aggregate Base Quantity and Assigned Quantity for a Reset Period to zero, the Issuer shall exercise its right to terminate any Issuer Assignment Agreements and Purchaser Assignment Agreements, as applicable, as of the end of the immediately preceding Reset Period.

Section 7.2 Priority Products. Purchaser agrees to purchase and receive the Base Quantities and Assigned Quantities to be delivered under this Agreement (a) in priority over and in preference to all other Products available to Purchaser that are not Priority Products; and (b) on at least a pari passu and non-discriminatory basis with other Priority Products.

Section 7.3 Assistance with Sales to Third Parties. If (a) (i) a quantity of Assigned Product less than the Assigned Prepay Quantity under an Assigned PPA is delivered in any Month during an Assignment Period for any reason other than Force Majeure or (ii) an Assigned PPA FM Remarketing Event has occurred and is in effect (as defined in Exhibit F to the Master Power Supply Agreement) (in which case such Purchaser will be deemed to have been unable to receive such Product), (b) Issuer is required under Section 3.5 to cause Base Quantities that otherwise would be delivered hereunder to be remarketed or (c) notwithstanding Purchaser's compliance with Section 7.1, Purchaser does not require all or any portion of the Assigned Prepay Quantities to meet its requirements for Energy for any Hour or Month that it is obligated to purchase under this Agreement as a result of (i) insufficient demand by Purchaser's retail customers or (ii) a change in Law, Purchaser may, with reasonable notice issued in a remarketing notice similar in form to Attachment 2 to Exhibit G, request (and, in the case of clauses (a) and (b), shall be deemed to request) that Prepay LLC, as permitted by the Master Power Supply Agreement, sell such portion of such Base Quantities or Assigned Energy (A) to another Municipal Utility, or (B) if necessary, to another purchaser. Any remarketing notice issued under clause (c)(ii) above shall constitute a Structural Remarketing Notice (as defined in the Master Power Supply Agreement) and shall be subject to the requirements set forth in the Master Power Supply Agreement. If Prepay LLC makes such a sale under Exhibit C to the Master Power Supply Agreement, Issuer shall credit against the amount owed by Purchaser to Issuer hereunder the amount received by Issuer from Prepay LLC for such sales less all costs and expenses directly incurred by Issuer, including but not limited to remarketing administrative charges paid by it to Prepay LLC under the Master Power Supply Agreement, but in no event shall the amount of such credit be more than the Contract Price for the Energy so sold.

Section 7.4 Qualifying Use. Without limiting Purchaser's other obligations under this Article VII, Purchaser agrees that, subject to Section 7.5, it will use all of the Product purchased under this Agreement in compliance with the Qualifying Use Requirements. Purchaser agrees that it will provide such additional information, records and certificates as Issuer may reasonably request to confirm Purchaser's compliance with this Section 7.4.

Section 7.5 Remediation.

(a) The Parties acknowledge that Purchaser may at times inadvertently remarket Products received hereunder in a manner that does not comply with Qualifying Use Requirements due to daily and Hourly fluctuations in Purchaser's Product needs. To the extent Purchaser does so, Purchaser shall (a) exercise Commercially Reasonable Efforts to use any Disqualified Sale Proceeds of such remarketing to purchase Products (other than Priority Products) that Purchaser then uses in compliance with the Qualifying Use Requirements and (b) reserve funds in an amount equal to any Disqualified Sale Proceeds until such Disqualified Sale Proceeds are remediated or transferred to the Trustee pursuant to Section 7.6(b) below.

(b) To the extent that all or a portion of any Base Quantities or Assigned Prepay Quantities are remarketed under Section 7.3 and any such remarketing results in a Ledger Entry (as defined in the Master Power Supply Agreement), Purchaser agrees that it shall (i) exercise Commercially Reasonable Efforts to use an amount equivalent to the remarketing proceeds associated with any such Ledger Entry to purchase Non-Priority Products and use such Non-Priority Products in compliance with the Qualifying Use Requirements in order to remediate such Ledger Entries; and (ii) apply its purchases of Non-Priority Products to remediate any such proceeds under the Master Power Supply Agreement prior to remediating such proceeds under any other contract that provides for the purchase of Priority Energy. To track compliance with Purchaser's obligations under this Section 7.5(b), Purchaser shall deliver a remediation certificate in the form of Exhibit I to Issuer and Prepay LLC by the twentieth day of the Month subsequent to any relevant Non-Priority Products purchases (which may include purchases of Energy from CAISO to the extent such Energy is used in compliance with the Qualifying Use Requirements); provided that the Parties acknowledge and agree that any purchases of Assigned PAYGO Products (commencing with purchases of Assigned PAYGO Products in the Month in which any such Ledger Entry occurs) shall be applied to remediate any such Ledger Entries. For Ledger Entries remediated under this Section 7.5(b) that have not otherwise been remediated by Prepay LLC pursuant to the remarketing provisions of the Master Power Supply Agreement, Issuer shall pay Purchaser any portion of the Monthly Discount Percentage associated with such Ledger Entries that is available under the Bond Indenture on or before the last Business Day of the Month in which Purchaser provides a certificate under this Section 7.5(b) evidencing such remediation.

(c) To the extent that Issuer effects a partial redemption of the Bonds in order to avoid a Ledger Event under and as defined in the Master Power Supply Agreement, Issuer may reduce the quantities of Product to be delivered hereunder by written notice to Purchaser; provided furthermore that, in the case of a reduction of the aggregate Base Quantity and Assigned Quantity under this Agreement to zero, the Issuer shall exercise its right to terminate any Issuer Assignment Agreements and Purchaser Assignment Agreements, as applicable.

Section 7.6 Remediation; Ledger Entries; Redemption.

(a) Remediation. To track compliance with the requirements of Section 7.5(a), Purchaser will provide a quarterly report to Issuer (delivered not later than the 25th day of each April, July, October and January until the end of the Delivery Period) showing the following: the total quantity of proceeds from sales of Products received hereunder that (i) were sold by Purchaser to any Person in a transaction that does not comply with the Qualifying Use Requirements and (ii) have not been remediated by Purchaser by applying such proceeds to purchase Products that are used in compliance with the Qualifying Use Requirements (the quantities of Product producing such proceeds, "Disqualified Sale Units" and such proceeds received, "Disqualified Sale Proceeds").

(b) Ledger Entries. Issuer shall report such unremediated Disqualified Sale Proceeds and the associated Disqualified Sale Units to Prepay LLC for addition to the remarketing ledgers maintained by Prepay LLC under the Master Power Supply Agreement, with the ledger entries to be dated as of the end of the first month of the relevant quarter.

(c) Transfers to Trustee. Purchaser shall transfer (to the extent such unremediated Disqualified Sales Proceeds and associated Disqualified Sale Units remain reflected on the remarketing ledger described under Section 7.6(b) at the time such transfer is required by this Section 7.6(c)) any such unremediated Disqualified Sale Proceeds and any other required funds (i.e., all additional funds necessary for redemption of the Bonds referred to in this Section 7.6(c)) to the Trustee at least 95 days prior to the second anniversary of the date on which such unremediated Disqualified Sale Proceeds and the associated Disqualified Sale Units were first reflected on the remarketing ledgers in accordance with Section 7.6(b), with such funds to be deposited in the Debt Service Account (as defined in the Bond Indenture) and applied to the redemption of Bonds as directed by Issuer and approved by Special Tax Counsel (as defined in the Bond Indenture) as preserving the tax-exempt status of the Bonds.

ARTICLE VIII.

REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS

Section 8.1 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the Execution Date as follows:

(a) in the case of Issuer as the representing Party, Issuer is a joint powers authority, duly organized and validly existing under the Laws of the State of California,

(b) in the case of Purchaser as the representing Party, Purchaser is a public agency of the State of California, duly organized and validly existing under the Laws of the State of California;

(c) it has all requisite power and authority, corporate or otherwise, to own its material properties, carry on its material business as now being conducted, enter into, deliver and to perform its obligations under this Agreement and to carry out the terms and conditions hereof and the transactions contemplated hereby;

(d) there is no litigation, action, suit, proceeding with service of process accomplished with respect to such Party or investigation pending or, to the best of such Party's knowledge, threatened, in each case before or by any Government Agency and, in each case, which could reasonably be anticipated to materially and adversely affect such Party's ability to perform its obligations under this Agreement or that questions the validity, binding effect or enforceability hereof, any action taken or to be taken by such Party pursuant hereto, or any of the transactions contemplated hereby;

(e) the execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary action on the part of such Party and its governing body and do not require any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party;

(f) this Agreement has been duly executed and delivered on behalf of such Party by an appropriate officer or authorized Person of such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally and by general principles of equity and except possibly for Sections 12.2 and 12.3;

(g) the execution, delivery and performance of this Agreement by such Party shall not violate any provision of any Law, order, writ, judgment, decree or other legal or regulatory determination applicable to it;

(h) the execution, delivery and performance by such Party of this Agreement, and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its financial obligations under this Agreement, shall not result in any violation of any term of any material contract or agreement applicable to it, or any of its charter or bylaws or of any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, Law, ordinance, rule or regulation applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties or obligations are bound or affected, or of any determination or award of any arbitrator applicable to it, and shall not conflict with, or cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets, except with respect to Issuer, the lien of the Bond Indenture;

(i) no Governmental Approval is required in connection with the valid authorization, execution, delivery and performance by such Party of this Agreement or the consummation of any of the transactions contemplated hereby other than those Governmental Approvals that have been obtained; and

(j) it enters this Agreement as a bona-fide, arms-length transaction involving the mutual exchange of consideration and, once executed by both Parties, considers this Agreement a legally enforceable contract.

Section 8.2 Warranty of Title. Issuer warrants that it will deliver to Purchaser (a) all Base Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person arising prior to the Delivery Point, and (b) all Assigned Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person that are imposed on such Assigned Product solely as a result of Issuer's or Prepay LLC's actions.

Section 8.3 Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE BY ISSUER IN THIS ARTICLE VIII, ISSUER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8.4 Continuing Disclosure. Purchaser agrees to provide to Issuer: (a) such financial and operating information as may be requested by Issuer, including Purchaser's most recent audited financial statements, for use in Issuer's offering documents for the Bonds; and (b) annual updates to such information and statements to enable Issuer to comply with its undertakings to enable the underwriters of the offerings of the Bonds to comply with the continuing disclosure provisions of Rule 15c2-12 of the United States Securities and Exchange Commission. Failure by Purchaser to comply with its agreement to provide such annual updates shall not be a default under this Agreement, but any such failure shall entitle Issuer or an owner of the Bonds to take such actions and to initiate such proceedings as may be necessary and appropriate to cause Purchaser to comply with such agreement, including without limitation the remedies of mandamus and specific performance.

ARTICLE IX.

TAXES

As between Issuer and Purchaser, Issuer shall (i) be responsible for, and pay or cause to be paid, all ad valorem, excise, severance, production and other taxes assessed with respect to Product (other than any Assigned Product) delivered pursuant to this Agreement arising prior to the applicable Delivery Point and (ii) indemnify Purchaser and its Affiliates for any such taxes paid by Purchaser or its Affiliates, in each case to the extent Issuer is reimbursed or indemnified for such taxes by Prepay LLC. As between Issuer and Purchaser, Purchaser shall (i) be responsible for all taxes with respect to Product received pursuant to this Agreement assessed at or from the applicable Delivery Point (other than ad valorem, franchise or income taxes which are related to the sale of Product other than Assigned Energy and, therefore, the responsibility of

Issuer) and all ad valorem, excise, severance, production and other taxes assessed with respect to Product delivered pursuant to this Agreement assessed against Issuer and not reimbursed or indemnified by Prepay LLC, and (ii) indemnify Issuer and its Affiliates for any such taxes paid by Issuer or its Affiliates. Nothing shall obligate or cause a Party to pay or be liable for any tax for which it is exempt under Law.

ARTICLE X.

JURISDICTION

ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EITHER PARTY ARISING OUT OF OR RELATING HERETO SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA, IN EITHER CASE LOCATED IN LOS ANGELES COUNTY, CALIFORNIA. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH ARTICLE XVI; AND AGREES THAT SERVICE AS PROVIDED ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT.

ARTICLE XI.

FORCE MAJEURE

Section 11.1 Applicability of Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. For the duration of the Claiming Party's non-performance (and only for such period), the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Section 11.2 Settlement of Labor Disputes. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance, and the failure of a Party to settle such strikes, lockouts or other industrial disturbances shall not prevent the existence of Force Majeure or of reasonable dispatch to remedy the same.

ARTICLE XII.

GOVERNMENTAL RULES AND REGULATIONS

Section 12.1 Compliance with Laws. This Agreement shall be subject to all present and future Laws of any Government Agency having jurisdiction over this Agreement or the transactions to be undertaken hereunder, and neither Party has knowingly undertaken or will knowingly undertake or knowingly cause to be undertaken any activity that would conflict with such Laws; provided, however, that nothing herein shall be construed to restrict or limit either Party's right to object to or contest any such Law, or its application to this Agreement or the transactions undertaken hereunder, and neither acquiescence therein or compliance therewith for any period of time shall be construed as a waiver of such right.

Section 12.2 Contests. Excluding all matters involving a contractual dispute between the Parties, no Party shall contest, cause to be contested or in any way actively support the contest of the equity, fairness, reasonableness or lawfulness of any terms or conditions set forth or established pursuant to this Agreement, as those terms or conditions may be at issue before any Government Agency in any proceeding, if the successful result of such contest would be to preclude or excuse the performance by either Party of this Agreement or any provision hereunder.

Section 12.3 Defense of Agreement. Excluding all matters involving a contractual dispute between the Parties, each Party shall hereafter defend and support this Agreement before any Government Agency in any proceeding, if the substance, validity or enforceability of all or any part of this Agreement is hereafter directly challenged or if any proposed changes in regulatory practices or procedures would have the effect of making this Agreement invalid or unenforceable or would subject either Party to any greater or different regulation or jurisdiction that materially affects the rights or obligations of the Parties under this Agreement.

ARTICLE XIII.

ASSIGNMENT

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; *provided*, however, that, subject to Section 18.14, neither Party may assign this Agreement or its rights and interests, in whole or in part, under this Agreement without the prior written consent of the other Party; *provided* furthermore that, for the avoidance of doubt, Issuer agrees that it shall terminate any applicable Issuer Assignment Agreements and Purchaser Assignment Agreements concurrently with the assignment of this Agreement. Prior to assigning this Agreement, Purchaser shall deliver to Issuer written confirmation from each Rating Agency (as defined in the Bond Indenture), *provided* that such agency has rated and continues to rate the Bonds, that the assignment will not result in a reduction, qualification, or withdrawal of the then-current ratings assigned by such Rating Agency to the Bonds. Whenever an assignment or a transfer of a Party's interest in this Agreement is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly assume, in writing, the duties and obligations under this Agreement of the assigning or transferring Party. Upon the agreement of a

Party to any such assignment or transfer, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

ARTICLE XIV.

PAYMENTS

Section 14.1 Monthly Statements.

(a) Purchaser's Statements. No later than the 10th day of each Month during the Delivery Period (excluding the first Month of the Delivery Period) and the first Month following the end of the Delivery Period, Purchaser shall deliver to Issuer a statement (a "Purchaser's Statement") listing (i) in respect of any Shortfall Quantity in the prior Month, the Replacement Price applicable to such Shortfall Quantity, and (ii) any other amounts due to Purchaser in connection with this Agreement with respect to the prior Months.

(b) Billing Statements. For any Month during the Delivery Period for which Purchaser has not issued a valid Remarketing Election Notice, Issuer shall deliver billing statements (each, a "Billing Statement") consistent with the below.

(i) With respect to any amounts due from Purchaser hereunder with respect to Assigned Products under any Issuer Assigned PPAs: no later than the [5th] day of each Month during the Delivery Period (including the first Month of the Delivery Period), Issuer shall deliver a Billing Statement to Purchaser, which for the avoidance of doubt (x) will be calculated based on projected costs consistent with the terms of the relevant Issuer Assigned PPA PSA(s) and (y) shall provide for payment at a minimum of an amount equal to the Contract Price Assigned Prepay Quantity set forth in Exhibit A-2 to this Agreement for each such Issuer Assigned PPA. For added clarity: the Parties acknowledge and agree that Billing Statements delivered under this Section 14.1(b)(i) shall be delivered in the Month of the relevant Product deliveries.

(ii) With respect to any amounts due from Purchaser hereunder other than with respect to Assigned Products under Issuer Assigned PPAs: no later than the 20th day of each Month during the Delivery Period (excluding the first Month of the Delivery Period) and the first Month following the end of the Delivery Period (the "Billing Date"), shall deliver a Billing Statement to Purchaser indicating (A) the total amount due to Issuer for Product delivered hereunder in the prior Month, (B) any other amounts due to Issuer or Purchaser in connection with this Agreement with respect to the prior Months, and (C) the net amount due to Issuer or Purchaser; provided that Prepay LLC's delivery of a Billing Statement to Issuer and Purchaser pursuant to and as defined in the Master Power Supply Agreement shall be deemed to satisfy Issuer's obligation to deliver a Billing Statement hereunder; provided furthermore that invoicing for all Assigned PAYGO Products shall occur under the PPA Custodial Agreements. For each Month of any Assignment Period for a Purchaser Assigned PPA, the Billing Statement prepared by Issuer shall assume that all Assigned Projected Quantities under each Purchaser Assigned PPA were delivered for

such Month. For added clarity: the Parties acknowledge and agree that Billing Statements delivered under this Section 14.1(b)(ii) shall be delivered in the Month following the relevant Product deliveries.

(iii) To the extent that a Monthly Statement (as defined in the PPA Custodial Agreements) subsequently delivered under a PPA Custodial Agreement reflects that less than the Assigned Prepay Quantities were actually delivered under an Assigned PPA, then (A) the previously delivered Billing Statement shall be deemed to be updated in accordance with such Billing Statement; and (B) Issuer shall owe a resettlement payment to Purchaser in an amount equal to the resettlement payment owed by Prepay LLC to Issuer under [Section 14.1(b)(ii)] of the Master Power Supply Agreement. The Parties acknowledge and agree that J. Aron shall have a separate resettlement payment obligation with respect to the amounts described in the clause (B) of the preceding sentence under the Electricity Sale and Service Agreement, and J. Aron's payment of the [J. Aron Resettlement Amount] as defined in and pursuant to the PPA applicable Custodial Agreement shall satisfy the corresponding obligations of the respective parties under each of the Electricity Sale and Service Agreement, the Master Power Supply Agreement and this Agreement.

(c) Supporting Documentation. Upon request by either Party, the other Party shall deliver such supporting documentation of the foregoing statements and information described in this Section 14.1 as such requesting Party may reasonably request.

Section 14.2 Payments.

(a) Payments Due.

(i) If a Billing Statement delivered under Section 14.1(b)(i) indicates an amount due from Purchaser for any Month during the Delivery Period, then Purchaser shall remit such amount to Issuer by wire transfer (pursuant to the Issuer's instructions), in immediately available funds, on or before the [25th] day of the Month to which such Billing Statement relates, or if such day is not a Business Day, the preceding Business Day.

(ii) If a Billing Statement delivered under Section 14.1(b)(ii) indicates an amount due from Purchaser for any Month during the Delivery Period for which Purchaser has not issued a valid Remarketing Election Notice, then Purchaser shall remit such amount to Issuer by wire transfer (pursuant to the Trustee's instructions), in immediately available funds, on or before the 20th day of the Month following the most recent Month to which such Billing Statement relates, or if such day is not a Business Day, the preceding Business Day. If a Billing Statement delivered under Section 14.1(b)(ii) indicates an amount due from Issuer, then Issuer shall remit such amount to Purchaser by wire transfer (pursuant to Purchaser's instructions), in immediately available funds, on or before the 28th day of the Month following the most recent Month to which such Billing Statement relates, or if such day is not a Business Day, the following Business Day.

(iii) Notwithstanding the foregoing, payments due from Purchaser for Assigned PAYGO Product under Purchaser Assigned PPAs shall be due two Business Days' preceding the payment date specified in the Purchaser Assigned PPA; provided that payments due from Purchaser for Assigned PAYGO Product shall be satisfied by Purchaser's compliance with Section 3.2(a)(ii) and Section 3.2(a)(iii) in respect of such Assigned PAYGO Product.

(iv) For added clarity: the Parties acknowledge and agree that the payment instructions may be different for amounts payable by Purchaser under Section 14.1(b)(i) and Section 14.1(b)(ii), respectively.

(b) No Duty to Estimate. If Purchaser fails to issue a Purchaser's Statement with respect to any Month, Issuer shall not be required to estimate any amounts due to Purchaser for such Month, provided that Purchaser may include any such amount on subsequent Purchaser's Statements issued within the next sixty (60) days. The sixty (60)-day deadline in this subsection (b) replaces the two (2) year deadline in Section 14.5 with respect to any claim by any non-delivering Party of inaccuracy in any estimated invoice issued or payment made pursuant to this subsection (b).

Section 14.3 Payment of Disputed Amounts. If Purchaser disputes any amounts included in a Billing Statement, Purchaser shall (except in the case of manifest error) nonetheless pay any amount required by the Billing Statement in accordance with Section 14.2 without regard to any right of set-off, counterclaim, recoupment or other defenses to payment that Purchaser may have; *provided*, *however*, that Purchaser shall have the right, after payment, to dispute any amounts included in a Billing Statement or otherwise used to calculate payments due under this Agreement pursuant to Section 14.5. If Issuer disputes any amounts included in the Purchaser's Statement, Issuer may withhold payment to the extent of the disputed amount; *provided*, however, that interest shall be due at the Default Rate for any withheld amount later found to have been properly due.

Section 14.4 Late Payment. If Purchaser fails to remit the full amount payable within one Business Day when due, interest on the unpaid portion shall accrue from the date due until the date of payment at the Default Rate.

Section 14.5 Audit; Adjustments.

(a) Right to Audit. A Party shall have the right, at its own expense, upon reasonable notice to the other Party and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other Party to the extent reasonably necessary, but only to such extent, to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. This right to examine, audit, and obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Agreement.

(b) Deadline for Objections. Each Purchaser's Statement and each Billing Statement shall be conclusively presumed final and accurate, and all associated claims for under-

or overpayments shall be deemed waived unless such Purchaser's Statement or Billing Statement is objected to in writing, with adequate explanation and/or documentation, within two (2) years after the applicable Month of Product delivery.

(c) Payment of Adjustments. All retroactive adjustments shall be paid in full by the Party owing payment within 30 days of notice and mutually agreed upon substantiation of such inaccuracy. If the Parties are unable to agree upon any retroactive adjustments requested by either Party within the time period specified in Section 14.5(b), then either Party may pursue any remedies available with respect to such adjustments at law or in equity. Retroactive adjustments for payments made based on an incorrect Purchaser's Statement or Billing Statement shall bear interest at the Default Rate from the date such payment was made.

Section 14.6 Netting; No Set-Off. The Parties shall net all amounts due and owing, including any past due amounts (which, for the avoidance of doubt, shall include any accrued interest), arising under this Agreement such that the Party owing the greater amount shall make a single payment of the net amount to the other Party in accordance with this Article XIV. Notwithstanding the foregoing, no Party shall be entitled to net any amounts that are in dispute, and payment for all amounts set forth in a Billing Statement provided to Purchaser shall be made without set-off or counterclaim of any kind.

Section 14.7 Source of Purchaser's Payments. Purchaser covenants and agrees to make payments due hereunder from Utility Revenues, and only from such Utility Revenues, as an operating expense of its utility system; *provided*, however, that Purchaser may apply any legally available monies to the payment of amounts due hereunder.

Section 14.8 Rate Covenant. Purchaser hereby covenants and agrees that it will establish, fix, prescribe, maintain, and collect rates, fees, and charges from the customers of its utility system so as to provide Utility Revenues sufficient to enable Purchaser to pay Issuer all amounts payable under this Agreement and to pay all other amounts payable from Utility Revenues, and to maintain any required reserves for Purchaser's utility system. Purchaser further covenants and agrees that it shall not furnish or supply services free of charge to any Person, except any such service free of charge that Purchaser is supplying on the date hereof as has been specifically identified by Purchaser to Issuer in writing, and it shall promptly enforce the payment of any and all accounts owing to Purchaser for the sale of Product or the provision of distribution or other services to its customers. Purchaser further covenants and agrees that in any future bond issue undertaken by Purchaser, or in connection with any other financing or financial transaction, Purchaser shall provide that the amounts payable by it under this Agreement constitute a cost of purchased Product and an operating expense of its electric system payable, together with all other operating expenses, from a first charge on Utility Revenues. Purchaser further covenants that it shall not take any action that would give rise to an event under Section 17.2(b) with respect to Purchaser.

Section 14.9 Pledge of Utility Revenues. Purchaser shall not grant any lien on or security interest in, or otherwise pledge or encumber, the Utility Revenues if the terms or effect of such lien, pledge or other encumbrance results in such lien, pledge or other encumbrance having priority over the obligations of Purchaser to pay the Contract Price, which obligations constitute operating expenses of Purchaser.

Section 14.10 Financial Responsibility. When reasonable grounds for insecurity of payments due under this Agreement arise, Issuer may demand, and Purchaser shall provide within two (2) Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to the occurrence of an insolvency or liquidation proceeding with respect to Purchaser or the downgrading of Purchaser's credit rating, if any, to a level below investment grade, or such facts and circumstances which would constitute reasonable grounds for insecurity under applicable Law. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by Issuer, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity. The Parties agree that in the event Purchaser fails to provide such adequate assurance as demanded, Issuer shall have the right to suspend its performance under this Agreement, including the making of deliveries of Product to Purchaser, on one (1) day written notice and shall not be obligated to restore such performance until the later of (i) the first day of the Month after such demand has been satisfied, and (ii) the completion of the term of deliveries to any replacement sales customer to which Prepay LLC has remarketed the Product on behalf of Issuer.

ARTICLE XV.

[RESERVED]

ARTICLE XVI.

NOTICES

Any notice, demand, statement or request required or authorized by this Agreement to be given by one Party to the other Party (or to any third party) shall be in writing and shall either be sent by courier or personal delivery (including overnight delivery service) to each of the notice recipients and addresses specified in Exhibit B for the receiving Party. Any such notice, demand, or request shall be deemed to be given when actually received (including overnight delivery service). Each Party shall have the right, upon 10 days' prior written notice to the other Party, to change its list of notice recipients and addresses in Exhibit B. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods.

ARTICLE XVII.

DEFAULT; REMEDIES; TERMINATION

Section 17.1 Issuer Default. Each of the following events shall constitute an "Issuer Default" under this Agreement:

(a) any representation or warranty made by Issuer in this Agreement shall prove to have been incorrect in any material respect when made; or

(b) Issuer shall have failed to perform, observe or comply with any covenant, agreement or term contained in this Agreement, and such failure continues for more than thirty (30) days following receipt by Issuer of written notice thereof.

Section 17.2 Purchaser Default. Each of the following events shall constitute a "Purchaser Default" under this Agreement:

(a) Purchaser fails to pay when due any amounts owed to Issuer pursuant to this Agreement and such failure is not remedied within three days following receipt by Purchaser of written notice thereof;

(b) Purchaser (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained, in each case within 30 days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its of assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vii); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

(c) any representation or warranty made by Purchaser in this Agreement proves to have been incorrect in any material respect when made;

(d) Purchaser shall have failed to perform, observe or comply with any covenant, agreement or term contained in this Agreement, and such failure continues for more than 15 days following the earlier of receipt by Purchaser of notice thereof; or

(e) Purchaser shall have failed to establish, maintain, or collect rates or charges adequate to provide Utility Revenues sufficient to enable Purchaser to pay all amounts due to Issuer under this Agreement.

Section 17.3 Remedies Upon Default.

(a) Termination. If at any time an Issuer Default or a Purchaser Default has occurred and is continuing, then the non-defaulting Party may do any or all of the following (i) by notice to the defaulting Party specifying the relevant Issuer Default or Purchaser Default, as applicable, terminate this Agreement effective as of a day not earlier than the day such notice is deemed given under Article XVI and/or (ii) declare all amounts due to the non-defaulting Party under this Agreement or any part thereof immediately due and payable, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of intent to demand, protest or other formalities of any kind, all of which are hereby expressly waived by the defaulting Party; *provided, however*, this Agreement shall automatically terminate, and all amounts due to the non-defaulting Party hereunder shall immediately become due and payable as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition giving rise to a Purchaser Default specified in Section 17.2(b)(iv) or, to the extent analogous thereto, Section 17.2(b)(viii). In addition, during the existence of an Issuer Default or a Purchaser Default, as applicable, the non-defaulting Party may exercise all other rights and remedies available to it at Law or in equity, including without limitation mandamus, injunction and action for specific performance, to enforce any covenant, agreement or term of this Agreement.

(b) Additional Remedies. In addition to the remedies set forth in Section 17.3(a) (and without limiting any other provisions of this Agreement), during the existence of any Purchaser Default, Issuer may suspend its performance hereunder and discontinue the supply of all or any portion of the Product otherwise to be delivered to Purchaser by it under this Agreement. If Issuer exercises its right to suspend performance under this Section 17.3(b), Purchaser shall remain fully liable for payment of all amounts in default and shall not be relieved of any of its payment obligations under this Agreement. Deliveries of Product may only be reinstated, at a time to be determined by Issuer, upon (i) payment in full by Purchaser of all amounts then due and payable under this Agreement and (ii) unless otherwise agreed by Issuer, payment in advance by Purchaser at the beginning of each Month of amounts estimated by Issuer to be due to Issuer for the future delivery of Product under this Agreement for such Month. Issuer may continue to require payment in advance from Purchaser after the reinstatement of Issuer's supply services under this Agreement for such period of time as Issuer in its sole discretion may determine is appropriate. In addition, and without limiting any other provisions of or remedies available under this Agreement, if Purchaser fails to accept from Issuer any Product tendered for delivery under this Agreement, Issuer shall have the right to sell such Product to third parties on any terms that Issuer, in its sole discretion, determines are appropriate.

(c) Effect of Early Termination. As of the effectiveness of any termination date in accordance with clause (i) of Section 17.3(a), (i) the Delivery Period shall end, (ii) the obligation of Issuer to make any further sales and deliveries of Product to Purchaser under this Agreement shall terminate, (iii) the obligation of Purchaser to purchase and receive deliveries of Product from Issuer under this Agreement will terminate and (iv) the Parties shall exercise their right to terminate any Issuer Assignment Agreements and Purchaser Assignment Agreements effective as of the end of the Delivery Period hereunder. Neither this Agreement nor the Delivery Period may be terminated for any reason except as specified in this Article XVII. Without prejudice to any

payment obligation in respect of periods prior to termination, no payments will be due from either Party in respect of periods occurring after the effective termination date of this Agreement.

Section 17.4 Termination of Master Power Supply Agreement; Failed Bond Remarketing. Purchaser acknowledges and agrees that (i) in the event the Master Power Supply Agreement terminates prior to the end of the primary term of this Agreement, this Agreement shall terminate on the effective date of early termination of the Master Power Supply Agreement (which date shall be the last date upon which deliveries are required thereunder, subject to all winding up arrangements), (ii) Issuer's obligation to deliver Product under this Agreement shall terminate upon the termination of deliveries of Product to Issuer under the Master Power Supply Agreement and (iii) in either such event, Issuer shall exercise its right to terminate any Issuer Assignment Agreements and Purchaser Assignment Agreements in effect. Issuer shall provide notice to Purchaser of any early termination date of the Master Power Supply Agreement. The Parties recognize and agree that, in the event that the Master Power Supply Agreement terminates because of a Failed Remarketing (as defined in the Bond Indenture) of the Bonds that occurs in the first Month of a Reset Period, Issuer shall deliver Product under this Agreement for the remainder of such first Month, and, notwithstanding anything in this Agreement to the contrary, no Monthly Discount Percentage or Annual Refunds shall be associated with such deliveries and the Contract Price shall be adjusted accordingly.

Section 17.5 Limitation on Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF EITHER PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THIS AGREEMENT ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. IN DETERMINING THE APPROPRIATE MEASURE OF DAMAGES THAT WOULD MAKE THE PARTIES WHOLE, THE PARTIES HAVE THOROUGHLY CONSIDERED, INTER ALIA, THE UNCERTAINTY OF FLUCTUATIONS IN PRODUCT PRICES, THE ABILITY AND INTENTION OF THE PARTIES TO HEDGE

SUCH FLUCTUATIONS, THE BARGAINED-FOR ALLOCATION OF RISK, THE KNOWLEDGE, SOPHISTICATION AND EQUAL BARGAINING POWER OF THE PARTIES, THE ARMS-LENGTH NATURE OF THE NEGOTIATIONS, THE SPECIAL CIRCUMSTANCES OF THIS TRANSACTION, THE ACCOUNTING AND TAX TREATMENT OF THE TRANSACTION BY THE PARTIES, AND THE ENTERING INTO OF OTHER TRANSACTIONS IN RELIANCE ON THE ENFORCEABILITY OF THE LIQUIDATED DAMAGES PROVISIONS CONTAINED HEREIN.

ARTICLE XVIII.
MISCELLANEOUS

Section 18.1 Indemnification Procedure. With respect to each indemnification included in this Agreement, the indemnity is given to the fullest extent permitted by applicable Law, and the following provisions shall be applicable. The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim, and the indemnifying Party shall have the right to assume its investigation and defense, including employment of counsel, and shall be obligated to pay related court costs, attorneys' fees and experts' fees and to post any appeals bonds; *provided*, however, that the indemnified Party shall have the right to employ at its expense separate counsel and participate in the defense of any Claim. The indemnifying Party shall not be liable for any settlement of a Claim without its express written consent thereto. In order to prevent double recovery, the indemnified Party shall reimburse the indemnifying Party for reasonable payments or costs incurred in respect of an indemnity with the proceeds of any judgment, insurance, bond, surety or other recovery made by the indemnified Party with respect to a covered event.

Section 18.2 Deliveries. Contemporaneously with this Agreement (unless otherwise specified),

(a) each Party shall deliver to the other Party evidence reasonably satisfactory to it of (i) such Party's authority to execute, deliver and perform its obligations under this Agreement and (ii) the appropriate individuals who are authorized to sign this Agreement on behalf of such Party;

(b) on the Bond Closing Date, Purchaser shall deliver to Issuer a fully executed Federal Tax Certificate in the form attached hereto as Exhibit D; and

(c) on the Bond Closing Date, Purchaser shall deliver to Issuer an opinion of counsel to Purchaser in the form attached hereto as Exhibit E.

Section 18.3 Entirety; Amendments. This Agreement, including the exhibits and attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressed herein. Except for any matters that, in accordance with the express provisions of this Agreement, may be resolved by oral agreement between the Parties, no amendment, modification, supplement, or change hereto shall be enforceable unless reduced to writing and executed by both Parties.

Section 18.4 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLE THAT WOULD DIRECT THE APPLICATION OF ANOTHER JURISDICTION'S LAW.

Section 18.5 Non-Waiver. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach or breaches shall be deemed a waiver of any other subsequent breach.

Section 18.6 Severability. If any provision of this Agreement, or the application thereof, shall for any reason be invalid or unenforceable, then to the extent of such invalidity or unenforceability, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable Law, so long as the economic and legal substance of the transactions contemplated hereby is not affected in any materially adverse manner as to either Party.

Section 18.7 Exhibits. Any and all Exhibits and attachments referenced in this Agreement are hereby incorporated herein by reference and shall be deemed to be an integral part hereof.

Section 18.8 Winding Up Arrangements. All indemnity and confidentiality obligations, audit rights, and other provisions specifically providing for survival shall survive the expiration or termination of this Agreement. The expiration or termination of this Agreement shall not relieve either Party of (a) any unfulfilled obligation or undischarged liability of such Party on the date of such termination or (b) the consequences of any breach or default of any warranty or covenant contained in this Agreement. All obligations and liabilities described in the preceding sentence of this Section 18.8, and applicable provisions of this Agreement creating or relating to such obligations and liabilities, shall survive such expiration or termination.

Section 18.9 Relationship of Parties. The Parties shall not be deemed to be in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement. This Agreement is intended to secure and provide for the services of each Party as an independent contractor.

Section 18.10 Immunity. Each Party represents and covenants to and agrees with the other Party that it is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself from (i) suit or (ii) jurisdiction of any court because of its status as a political subdivision of the State of California; provided that the foregoing relates only to contractual claims and not to any claim based in tort.

Section 18.11 Rates and Indices. If the source of any publication used to determine the index or other price used in the Contract Price should cease to publish the relevant prices or should cease to be published entirely, an alternative index or other price will be used based on the determinations made by Issuer and Prepay LLC under Section 18.11 of the Master Power Supply Agreement. Issuer shall provide Purchaser the opportunity to provide its recommendations and other input to Issuer for Issuer's use in the process for selecting such alternative index or other price under Section 18.11 of the Master Power Supply Agreement.

Section 18.12 Limitation of Liability. During the Delivery Period, the obligations of Issuer under this Agreement are special and limited obligations payable solely from the revenues, income and funds of its Clean Energy Project that are pledged pursuant to the Bond Indenture.

Section 18.13 Counterparts. This Agreement may be executed and acknowledged in multiple counterparts and by the Parties in separate counterparts, each of which shall be an original and all of which shall be and constitute one and the same instrument.

Section 18.14 Third Party Beneficiaries; Rights of Trustee. Purchaser acknowledges and agrees that (a) Issuer will pledge and assign its rights, title and interest in and to this Agreement and the amounts payable by Purchaser under this Agreement to secure Issuer's obligations under the Bond Indenture; (b) the Trustee shall be a third-party beneficiary of this Agreement with the right to enforce Issuer's rights and Purchaser's obligations under this Agreement; (c) J. Aron shall be a third-party beneficiary of this Agreement with the right to enforce the provisions of Article VI; (d) the Trustee or any receiver appointed under the Bond Indenture shall have the right to perform all obligations of Issuer under this Agreement; and (e) in the event of any Purchaser Default under Section 17.2(a), (i) Prepay LLC may, to the extent provided for in, and in accordance with, the Receivables Purchase Exhibit to the Master Power Supply Agreement, take assignment from Issuer of receivables owed by Purchaser to Issuer under this Agreement, and Prepay LLC or any third party transferee who purchases and takes assignment of such receivables from Prepay LLC shall thereafter have all rights of collection with respect to such receivables (provided that, if at any time an insurance provider agrees to insure Purchaser's payment obligations hereunder, then such insurance provider shall have the same rights under this Section 18.14 as Prepay LLC), and (ii) if such receivables are not so assigned, the Swap Counterparty (as defined in the Master Power Supply Agreement) shall have the right to pursue collection of such receivables to the extent any non-payment by Issuer to any Swap Counterparty was caused by Purchaser's payment default. Pursuant to the terms of the Bond Indenture, Issuer has irrevocably appointed the Trustee as its agent to issue notices and, as directed under the Bond Indenture, to take any other actions that Issuer is required or permitted to take under this Agreement. Purchaser may rely on notices or other actions taken by Issuer or the Trustee, and Purchaser has the right to exclusively rely on any notices delivered by the Trustee, regardless of any conflicting notices that it may receive from Issuer.

Section 18.15 Waiver of Defenses. Each Party waives all rights to set-off, counterclaim, recoupment and any other defenses that might otherwise be available to it with regard to its obligations pursuant to the terms of this Agreement.

Section 18.16 Rate Changes.

(a) Standard of Review. Absent the agreement of the Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in Section 18.16(b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and clarified by Morgan Stanley Capital Group Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008).

(b) Waiver. In addition, and notwithstanding Section 18.16(a), to the fullest extent permitted by applicable Law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Section 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable Law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable Law or market conditions that may occur. In the event it were to be determined that applicable Law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this Section 18.16(b) shall not apply, *provided* that, consistent with Section 18.16(a), neither Party shall seek any such changes except solely under the "public interest" application of the "just and reasonable" standard of review and otherwise as set forth in Section 18.16(a).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

[Separate Signature Page(s) Attached]

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By:_____
Name:_____
Title:_____

[____]

By:
Name:_____
Title:_____

EXHIBIT A-1

BASE QUANTITIES; BASE DELIVERY POINTS; COMMODITY REFERENCE PRICES

[To be attached.]

[Primary Delivery Point: [____]]

Delivery Hours: [____]

Commodity Reference Prices: [____]

FLOW DATE	BASE UNADJUSTED QUANTITIES (MWH/DELIVERY HOUR)	BASE QUANTITY REDUCTION MWH/DELIVERY HOUR	BASE QUANTITY MWH/DELIVERY HOUR

[EXPLANATION: Exhibit A-1 lists the quantities of MWh of Base Energy, which we expect to be zero at all times pursuant to the Base Quantity Reductions resulting from PPA assignments.]

EXHIBIT A-2

ASSIGNED RIGHTS AND OBLIGATIONS

[To be attached.]

PPA:	[PPA Seller]	[PPA Seller]	[PPA Seller]	[PPA Seller]	[PPA Seller]	[PPA Seller]	[PPA Seller]
Purchaser Percentage of PPA Output:	[_____]%	[_____]%	[_____]%	[_____]%	[_____]%	[_____]%	[_____]%
Assigned Delivery Point:	[_____]	[_____]	[_____]	[_____]	[_____]	[_____]	[_____]
APC Contract Price	[Fixed Price]	[Fixed Price]	[Fixed Price]	[Fixed Price]	[Fixed Price]	[Fixed Price]	[Fixed Price]
Assignment Period	[_____], 20[_] - [_____], 20[_]	[_____], 20[_] - [_____], 20[_]	[_____], 20[_] - [_____], 20[_]	[_____], 20[_] - [_____], 20[_]	[_____], 20[_] - [_____], 20[_]	[_____], 20[_] - [_____], 20[_]	[_____], 20[_] - [_____], 20[_]
Commodity Month	Assigned Prepay Quantities	Assigned Prepay Quantities	Assigned Prepay Quantities	Assigned Prepay Quantities	Assigned Prepay Quantities	Assigned Prepay Quantities	Assigned Prepay Quantities
[_____], 2026	[_____] MWh	[_____] MWh	[_____] MWh	[_____] MWh	[_____] MWh	[_____] MWh	[_____] MWh

…

[EXPLANATION: Exhibit A-2 lists the Assigned PPA volumes for redelivery to Purchaser under this Agreement.]

EXHIBIT B

NOTICES

IF TO ISSUER: Southern California Public Power Authority
Attention: Executive Director
1160 Nicole Court
Glendora, CA 91740
Email: ExecutiveDirector@scppa.org

IF TO PURCHASER: [_____]
[_____]
[_____]
[_____]

EXHIBIT C

REMARKETING ELECTION NOTICE

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

Aron Energy Prepay 51 LLC
c/o J. Aron & Company LLC
200 West Street
New York, NY 10282

[Trustee]
[_____]
[_____]
[_____]

To the Addressees:

The undersigned, duly authorized representative of [____] (the "Purchaser"), is providing this notice (the "Remarketing Election Notice") pursuant to the Clean Energy Purchase Contract, dated as of [_____], 2026 (the "Clean Energy Purchase Contract"), between Southern California Public Power Authority and Purchaser. Capitalized terms used herein shall have the meanings set forth in the Clean Energy Purchase Contract.

Pursuant to Section 3.4(b) of the Clean Energy Purchase Contract, the Purchaser has elected to have its Base Quantity, for each Hour of the Reset Period commencing _____ and extending to and including _____, remarketed beginning as of the commencement of such Reset Period. The resumption of deliveries of Base Quantities in any future Reset Period shall be in accordance with Section 3.4(b) of the Clean Energy Purchase Contract.

Given this [___] day of [_____], 20[__].

[____]

By: _____

Name: _____

Title: _____

EXHIBIT D

FORM OF FEDERAL TAX CERTIFICATE

This Federal Tax Certificate is executed in connection with the Clean Energy Purchase Contract dated as of [_____], 2026 (the "Clean Energy Purchase Contract"), by and between the Southern California Public Power Authority ("Issuer") and [____] ("Power Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Clean Energy Purchase Contract, in the Tax Certificate and Agreement, or in the Bond Indenture.

WHEREAS Power Purchaser acknowledges that Issuer is issuing the Bonds to fund the prepayment price under the Master Power Supply Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Power Purchaser's use of Energy acquired pursuant to the Clean Energy Purchase Contract and certain funds and accounts of Power Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, POWER PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Power Purchaser is a municipal corporation organized and existing under the Laws of the State of California.

2. Power Purchaser will resell all of the Energy acquired pursuant to the Clean Energy Purchase Contract to its retail Energy customers within its service area, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Power Purchaser, Power Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, provided power transmission or distribution service at all times during the 5-year period ending on [_____], and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Power Purchaser under state or federal law.

3. The annual average amount during the testing period of Energy purchased (other than for resale) by customers of Power Purchaser who are located within the service area of Power Purchaser is [_____] MWh. The maximum annual amount of Energy in any year being acquired pursuant to the Clean Energy Purchase Contract is [_____] MWh. The annual average amount of Energy which Power Purchaser otherwise has a right to acquire as of the Closing Date (including rights to capacity to generate electricity, whether owned, leased or otherwise contracted for) is [_____] MWh. The sum of (a) the maximum amount of Energy in any year being acquired pursuant to the Clean Energy Purchase Contract, and (b) the amount of Energy that Power

Purchaser otherwise has a right to acquire (including rights to capacity to generate electricity, whether owned, leased or otherwise contracted for) in the year described in the foregoing clause (a), is [_____] MWh. Accordingly, the amount of Energy to be acquired under the Clean Energy Purchase Contract by Power Purchaser, supplemented by the amount of Energy otherwise available to Power Purchaser as of the Closing Date, during any year does not exceed the sum of (i) [___]% of the annual average amount during the testing period of Energy purchased (other than for resale) by customers of Power Purchaser who are located within the service area of Power Purchaser; and (ii) the amount of Energy to be used to transport the Energy purchased pursuant to the Master Power Supply Agreement to Power Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending [_____], and the term "service area" means (x) the area throughout which Power Purchaser provided power transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Power Purchaser are located if such area is not also served by another utility providing power services, and (z) any area recognized as the service area of Power Purchaser under state or federal law.

4. Power Purchaser expects to pay for Energy acquired pursuant to the Clean Energy Purchase Contract solely from funds derived from its power distribution operations. Power Purchaser expects to use its current net revenues to pay for current Energy acquisitions. There are no funds or accounts of Power Purchaser or any person who is a related Person to Power Purchaser in which monies are invested and which are reasonably expected to be used to pay for Energy acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Power Purchaser or any persons who are related Persons to Power Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

_____, 2026

[____]

By: _____

Name: _____

Title: _____

EXHIBIT E

OPINION OF COUNSEL

Southern California Public Power Authority
Glendora, CA

Aron Energy Prepay 51 LLC
New York, NY

[Trustee]
[City, State]

Goldman Sachs & Co. LLC
New York, NY

[Commodity Swap Counterparty]
[City, State]

Re: Clean Energy Purchase Contract between [____] and Southern California Public Power Authority, dated as of [_____], 2026

Ladies and Gentlemen:

I am [_____] to [____] ("Purchaser"). I am furnishing this opinion to you in connection with the Clean Energy Purchase Contract between the Southern California Public Power Authority ("Issuer") and Purchaser dated as of [____], 2026 (the "Clean Energy Purchase Contract").

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning as is ascribed to them in the Clean Energy Purchase Contract.

In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of the following:

(a) The Constitution and laws of the State of California (the "State") including, as applicable, acts, ordinances, certificates, articles, charters, bylaws, and agreements pursuant to which Purchaser was created and by which it is governed;

(b) Resolution No. [__], duly adopted by Purchaser on [_____] (the "Resolution") and certified as true and correct by certificate, authorizing Purchaser to execute and deliver the Clean Energy Purchase Contract;

(c) A copy of the Clean Energy Purchase Contract executed by Purchaser; and

(d) All outstanding instruments relating to bonds, notes, or other indebtedness of or relating to Purchaser's electric utility system.

I have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. Purchaser is a public agency of the State of California, duly organized and validly existing under the laws of the State and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Clean Energy Purchase Contract.

2. The execution, delivery, and performance by Purchaser of the Clean Energy Purchase Contract have been duly authorized by the governing body of Purchaser and do not and will not require, subsequent to the execution and delivery of the Clean Energy Purchase Contract by Purchaser, any further consent or approval of the governing body or any officers of Purchaser.

3. Assuming that New York law is the same in these respects as the State's laws, the Clean Energy Purchase Contract is the legal, valid, and binding obligation of Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratoria, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. Other than those approvals, consents, and/or authorizations that have already been obtained, no approval, consent, or authorization of any governmental or public agency, authority, commission or person, or, to my knowledge, of any holder of any outstanding bonds or other indebtedness of Purchaser relating to Purchaser's electricity utility system, is required with respect to the execution, delivery, and performance by Purchaser of the Clean Energy Purchase Contract or Purchaser's participation in the transactions contemplated thereby.

5. The authorization, execution, and delivery of the Clean Energy Purchase Contract and compliance with the provisions thereof (a) to my knowledge will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence, or operation of Purchaser, (ii) any ruling, regulation, ordinance, judgment, order, or decree to which Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Purchaser and its affairs, and (b) to my knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Purchaser pursuant to any of the foregoing, in each case described in clauses (a) and (b) above solely with respect to Purchaser's electric utility system.

6. To my knowledge, the Purchaser's execution and delivery of the Clean Energy Purchase Contract will not result in the breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to which Purchaser is a party or to which Purchaser or any of its property or assets is otherwise subject.

7. Payments to be made by Purchaser under the Clean Energy Purchase Contract shall constitute operating expenses of Purchaser's electric utility system payable solely from the revenues and other available funds of Purchaser's electric utility system as a cost of purchased electricity.

8. As of the date of this opinion, to the best of my knowledge, after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board, or body affecting or questioning the existence of Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of the Clean Energy Purchase Contract, nor to my knowledge is there any basis therefor.

Wherever in this opinion with respect to the presence or absence of facts the phrase "to my knowledge" or any similar phrase is used, such phrase indicates only that no actual knowledge of the presence or absence of such facts has come to my attention, and I advise you that I have not undertaken any independent investigation with regard thereto.

The opinions expressed herein are based upon the law and other matters in effect on the date hereof. The opinions expressed are matters of professional judgment and are not a warranty, assurance, or guaranty of result. I assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision, or otherwise, or should any facts or other matters upon which I have relied change.

The opinions expressed herein are limited to the laws of the State and applicable federal laws of the United States. No opinion is being expressed with respect to New York law.

This opinion is rendered solely for the use and benefit of the addressees listed above in connection with the Clean Energy Purchase Contract and may not be relied upon other than in connection with the transactions contemplated by the Clean Energy Purchase Contract or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity, without the prior written consent of the undersigned.

Very truly yours,

_____

[_____]

[_____]

EXHIBIT F-1

FORM OF ISSUER ASSIGNMENT AGREEMENT

[To be attached.]

[EXPLANATION: Once in agreed form, the unpopulated form of Issuer Assignment Agreement will be pasted into this exhibit for future reference.]

EXHIBIT F-2

FORM OF PURCHASER ASSIGNMENT AGREEMENT

[To be attached.]

[EXPLANATION: Once in agreed form, the unpopulated form of Purchaser Assignment Agreement will be pasted into this exhibit for future reference.]

EXHIBIT G

COMMUNICATIONS PROTOCOL FOR BASE QUANTITIES

This Exhibit G ("Communications Protocol") addresses the Scheduling of Base Quantities to be delivered and received at the Base Delivery Point. It is intended to be attached to both the Master Power Supply Agreement and the Clean Energy Purchase Contract, each as defined below.

1. ADDITIONAL DEFINED TERMS

In addition to the terms defined in Article I of this Agreement, the following terms used in this Communications Protocol shall have the following meanings:

1.1. "Agreement" means (i) when this Communications Protocol is attached to the Master Power Supply Agreement, the Master Power Supply Agreement and (ii) when this Communications Protocol is attached to the Clean Energy Purchase Contract, the Clean Energy Purchase Contract.

1.2. "Clean Energy Purchase Contract" means that certain Clean Energy Purchase Contract dated as of [_____], 2026 by and between Issuer and Project Participant.

1.3. "Delivery Scheduling Entity" means Prepay LLC or a Person designated by Prepay LLC, as set forth in Attachment 4 hereto or in a subsequent written notice to Issuer and the Project Participant.

1.4. "Issuer" means Southern California Public Power Authority, a joint powers authority organized pursuant to the laws of the State of California.

1.5. "Master Power Supply Agreement" means that certain Master Power Supply Agreement dated as of [_____], 2026 by and between Prepay LLC and Issuer that is specified as relating to the Clean Energy Purchase Contract with Project Participant.

1.6. "Operational Nomination" has the meaning specified in Section 4.1.1.

1.7. "Prepay LLC" means Aron Energy Prepay 51 LLC, a Delaware limited liability company.

1.8. "Project Participant" means [____], [_____].

1.9. "Receipt Scheduling Entity" means, with respect to any Base Quantities to be delivered under the Master Power Supply Agreement, the Project Participant, unless the Clean Energy Purchase Contract has been suspended or terminated, in which case the Receipt Scheduling Entity will be Issuer or a Person designated by Issuer for such Delivery Point in accordance with this Communications Protocol.

1.10. "Relevant Contract" means the Master Power Supply Agreement and the Clean Energy Purchase Contract.

1.11. "Relevant Party" means Issuer, Prepay LLC or the Project Participant.

1.12. "Relevant Third Party" means any Person that is (i) a Transmission Provider that will or is intended to transport Product to be delivered or received under the Agreement, (ii) an independent system operator or control area that coordinates the Scheduling of Product at the Base Delivery Point, (iii) Scheduling receipt of Product by Issuer or for the account of Issuer to the extent such Product has been delivered to Issuer or for the account of Issuer under the Master Power Supply Agreement, and (iv) delivering Product to Issuer or for the account of Issuer to the extent such Product is intended to be re-delivered ultimately to the Project Participant or for the account of the Project Participant under the Clean Energy Purchase Contract.

1.13. "Scheduling Entities" means the Receipt Scheduling Entity and the Delivery Scheduling Entity.

2. AGREEMENTS OF RELEVANT PARTIES

Each Relevant Party that is a party to Relevant Contract to which this Communications Protocol is attached acknowledges that this Communications Protocol sets forth certain obligations that may be delegated to other Relevant Parties that are not parties to such Relevant Contracts. In connection therewith:

2.1 ***Reliance on Scheduling Entity.*** Each Relevant Party shall be entitled to rely exclusively on any communications or directions given by a Delivery Scheduling Entity or Receipt Scheduling Entity, in each case to the extent such communications are permitted hereunder.

2.2 ***Performance of Communications Protocol.*** Each Relevant Party to a Relevant Contract shall cause its counterparty to each other Relevant Contract to comply with the provisions of this Communications Protocol as the provisions apply to such counterparty to the extent required to perform the obligations of the Relevant Party under the Relevant Contract.

2.3 ***Third Party Beneficiaries.*** To the extent this Communications Protocol purports to give any Relevant Party (a "Beneficiary") rights vis-à-vis any other Relevant Party (a "Burdened Party") with whom such Beneficiary does not have privity under a Relevant Contract, such Beneficiary shall be deemed to be a third party beneficiary of each Relevant Contract to which the Burdened Party is a party to the extent necessary or convenient to enforce the obligations of the Burdened Party under this Communications Protocol.

2.4 ***Amendment of Relevant Contracts.*** No Relevant Party shall amend, waive or otherwise modify any provision of any Relevant Contract to which it is a party without the consent of each other Relevant Party whose rights or obligations would be materially and adversely affected by such amendment, waiver or modification as it relates to this Communications Protocol.

2.5 ***Amendment of Communications Protocol.*** No Relevant Party shall amend any provision of this Communications Protocol in a Relevant Contract without the consent of each other Relevant Party.

2.6 ***Waiver of Communications Protocol.*** No Relevant Party shall waive any provision of this Communications Protocol in a Relevant Contract without the consent of each other Relevant Party whose rights or obligations would be materially and adversely affected by such waiver.

3 DESIGNATION AND REPLACEMENT OF SCHEDULING ENTITIES

3.1 ***Designation of Delivery Scheduling Entity.*** Prepay LLC may designate a new Delivery Scheduling Entity upon thirty (30) days written notice to Issuer substantially in the form of Attachment 4. Any Scheduling Entity designated in accordance with this Section 3.1 shall commence service at the beginning of a Month, unless mutually agreed in writing between Prepay LLC and Issuer.

3.2 ***Assumption by Receipt Scheduling Entity.*** If any Delivery Scheduling Entity (other than Prepay LLC) persistently fails to perform its obligations as contemplated under this Communications Protocol, the Receipt Scheduling Entity may, by notice to Prepay LLC, require that Prepay LLC deal directly with the Receipt Scheduling Entity until a new Delivery Scheduling Entity is designated in accordance with this Section 3.1.

3.3 ***Scheduling Coordinator.*** Each Project Participant, as applicable, shall designate a scheduling coordinator for the purposes of accepting Base Product delivery under its Clean Energy Purchase Contract at the Base Delivery Point through the scheduling of ISTs.

4 INFORMATION EXCHANGE AND COMMUNICATION BETWEEN ISSUER AND PREPAY LLC

4.1 ***Communication of Operational Nomination Details***.

4.1.1 Not later than three Days prior to each Day during which Base Product is required to be delivered under the Agreement, the Receipt Scheduling Entity for such Delivery Point may deliver an operational nomination in writing (the "Operational Nomination") indicating any inability of a Project Participant to receive all of its Base Quantities during such Day, which

Operational Nomination shall be without prejudice to any party's rights under the Relevant Contracts for failure to receive Base Quantities. If no changes to Base Quantities are so submitted, the Operational Nomination shall be deemed to nominate the full Base Quantities required to be delivered on a Day.

4.1.2 Not later than three Days prior to each Day during which Base Product is required to be delivered under the Agreement, the Delivery Scheduling Entity for such Delivery Point may revise the Operational Nomination to indicate any inability of Prepay LLC to deliver all Base Quantities during such Day, which revised Operational Nomination shall be without prejudice to any party's rights under the Relevant Contracts for failure to deliver Base Quantities.

4.2 ***Event-specific Communications***.

4.2.1 Remarketing Notices issued by Issuer under the Master Power Supply Agreement (including in response to a Remarking Election Notice issued by any Project Participant under its Clean Energy Purchase Contract) shall be substantially in the form of Attachment 2 hereto. Any such notices to remarket must be delivered directly to Prepay LLC and the Delivery Scheduling Entity.

4.2.2 Each Scheduling Entity shall notify Prepay LLC, Issuer and the Project Participant as soon as practicable in the event of: (i) any deficiencies in Scheduling related to such Scheduling Entity; (ii) any deficiencies in Scheduling related to the other such Scheduling Entity; and (iii) any issues with Relevant Third Parties that that would reasonably be expected to create issues related to Product Scheduling under the Relevant Contract.

5 ACCESS AND INFORMATION

5.1 ***Verification of Product Scheduled.*** In addition to the delivery of and access to the records and data required pursuant to the Agreement, each Relevant Party agrees to provide relevant records from itself and other Relevant Third Parties necessary to document and verify Product Scheduled within and after the Month as needed to facilitate the Relevant Contracts.

5.2 ***View Rights.*** To the extent requested by a Delivery Scheduling Entity or Prepay LLC, the Receipt Scheduling Entities will use Commercially Reasonable Efforts to cooperate with the Delivery Scheduling Entity and Prepay LLC to ensure that Delivery Scheduling Entity and Prepay LLC has sufficient agency view rights from each such Scheduling Entity to allow Prepay LLC to view Base Product Scheduling at the Base Delivery Point.

6 NOTICES

Any notice, demand, request or other communication required or authorized by this Communications Protocol to be given by one Relevant Party to another Relevant Party shall be in writing, except as otherwise expressly provided herein. It shall either be sent by facsimile (with receipt confirmed by telephone and electronic transmittal receipt), courier, or personally delivered (including overnight delivery service) to the representative of the other Relevant Party designated in Attachment 1 hereto. Any such notice, demand, or request shall be deemed to be given (i) when sent by facsimile confirmed by telephone and electronic transmittal receipt or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Relevant Party shall have the right, upon written notice to the other Relevant Parties, to change its address at any time, and to designate that copies of all such notices be directed to another Person at another address.

7 NO IMPACT ON CONTRACTUAL OBLIGATIONS

Except as expressly set forth herein or in an applicable Relevant Contract, nothing in this Communications Protocol nor any Relevant Party's actions or inactions hereunder shall have any impact on any Relevant Party's rights or obligations under the Relevant Contracts.

8 ATTACHMENTS

Attachment 1 - Key Personnel

Attachment 2 - Remarketing Notice Form

Attachment 3 - Designation of Alternate Base Delivery Points Form

Attachment 4 - Designation of Scheduling Entities Form

Attachment 1

Key Personnel

Prepay LLC Marketing Personnel:

Timothy Capuano
Sales and Trading
Telephone: (212) 357-2542
gs-prepay-notices@gs.com

Prepay LLC Scheduling Personnel:

Scheduling Team
Email: ficc-jaron-powerops@ny.email.gs.com
Direct Phone: (212) 855-6188
Fax: (212) 493-9847

Other Prepay LLC Personnel:

Telephone: (212) 855-0880
ficc-struct-sett@gs.com

Andres E. Aguila
General Notices
Telephone: (212) 855-0608
Fax: (212) 291-2124
gs-prepay-notices@gs.com

Issuer Personnel:

Attention: Executive Director
Telephone: (626) 793-9364
Fax: (626) 793-9461
Email: bcarnahan@scppa.org

Project Participant Personnel:

[_____]
[_____]
[_____]
[_____][3]

[3] NTD: To be populated for each project participant once scheduling information is provided.

Attachment 2

Remarketing Notice Form

Date: [_____]

To: Prepay LLC Scheduling

From: Project Participant Scheduling

This notice is being delivered pursuant to that certain Master Power Supply Agreement (the "Prepaid Agreement") dated as of [_____], 2026 by and between Aron Energy Prepay 51 LLC ("Prepay LLC") and Southern California Public Power Authority, a joint powers authority organized pursuant to the laws of the State of California ("Issuer"), and relates to the Clean Energy Purchase Contract (the "Clean Energy Purchase Contract") dated as of [_____], 2026 by and between Issuer and [____] ("Project Participant"). Capitalized terms not defined herein are defined in the Prepaid Agreement.

Check the box to indicate type of Remarketing Notice (*The numbers of the Primary ("P") and Alternate ("A") Delivery Points below correspond to those same Primary and Alternate Base Delivery Points set forth in Exhibit A-1 of the Agreement, or as may be designated by the Parties from time to time*):

☐ Monthly Remarketing Notice:

Month(s) for which remarketing is requested: _____, 20__ through _____, 20__.

Pursuant to Section 3(b) of Exhibit C of the Master Power Supply Agreement, Project Participant requests that Prepay LLC remarket in such Month(s) the following Base Quantities of Product required to be delivered at the following Delivery Points:

Delivery Point (P/A, #)	MWh/ Hour for each Hour in the Month

☐ Daily Remarketing Notice:

Hours for which remarketing is requested: _____, 20__ through _____, 20__.

Pursuant to Section 3(c) of Exhibit C of the Master Power Supply Agreement, Project Participant requests that Prepay LLC remarket for such Hours the following Base Quantities of Product required to be delivered at the following Delivery Point:

Delivery Point (P/A, #)	**MWh/Hour**

Submitted by Project Participant:
[____]

By: _____
Name: _____
Title: _____

Attachment 3

Designation of Alternate Base Delivery Points Form

This designation is delivered pursuant to that certain Master Power Supply Agreement (the "Master Power Supply Agreement") dated as of [_____], 2026 by and between Aron Energy Prepay 51 LLC ("Prepay LLC") and Southern California Public Power Authority, a joint powers authority organized pursuant to the laws of the State of California ("Issuer") and the Clean Energy Purchase Contract (the "Clean Energy Purchase Contract") dated as of [_____], 2026 by and between Issuer and [____] ("Project Participant"). Capitalized terms not defined herein are defined in the Master Power Supply Agreement and the Clean Energy Purchase Contract. Project Participant and/or Issuer hereby proposes the following Alternate Delivery Points for deliveries of Energy that would otherwise be made at the specified Primary Delivery Point:

ALTERNATE DELIVERY POINT	PRIMARY DELIVERY POINT AFFECTED	COMMODITY REFERENCE PRICE PRICING POINT	ADDITIONAL RESTRICTIONS
1			[e.g.
2			Vol. Limit:___
3			Time Limit:]___
(etc.)			

Unless otherwise agreed among Prepay LLC, Issuer and Project Participant, an Alternate Delivery Point shall utilize the same Commodity Reference Price as the Primary Delivery Point it replaces or otherwise affects. Project Participant is not required to agree or accept this designation (or any change to the Commodity Reference Price) if it is being submitted by Issuer pursuant to the Master Power Supply Agreement only.

AGREED AND ACCEPTED BY PREPAY LLC:	(if required) AGREED TO AND ACCEPTED BY PROJECT PARTICIPANT:	(if required) AGREED TO AND ACCEPTED BY ISSUER:
By: Name: Title:	By: Name: Title:	By: Name: Title:

Attachment 4

Designation of Scheduling Entities Form

This designation is being delivered pursuant to that certain Master Power Supply Agreement (the "Master Power Supply Agreement") dated as of [_____], 2026 by and between Aron Energy Prepay 51 LLC ("Prepay LLC") and Southern California Public Power Authority, a joint powers authority organized pursuant to the laws of the State of California ("Issuer") and relates to the Clean Energy Purchase Contract (the "Clean Energy Purchase Contract") dated as of [_____], 2026 by and between Issuer and [____] ("Project Participant"). Capitalized terms not defined herein are defined in the Master Power Supply Agreement and Clean Energy Purchase Contract.

[If delivered by Project Participant:

Receipt Scheduling Entity:

Delivery Point: _____

Effective Date(s) of Service of Receipt Scheduling Entity (full Months only):
_____, _____ to _____, _____, if applicable

Notice Information for Receipt Scheduling Entity:

Name: _____
Attention: _____
Address: _____
_____
Telephone: _____
Fax: _____]

[If delivered by Prepay LLC:

Delivery Scheduling Entity:

Delivery Point: _____

Effective Date(s) of Service of Delivery Scheduling Entity (full Months only):

_____, _____ to _____, _____, if applicable

Notice Information for Delivery Scheduling Entity:

Name: _____
Attention: _____

Address: _____
_____
Telephone: _____
Fax: _____]
Submitted by:

[Project Participant or Prepay LLC]

By: _____
Name: _____
Title: _____

EXHIBIT H

PRICING AND OTHER TERMS

Administrative Fee:	$[____]/MWh
Delivery Period:	The period beginning on and including [_____], 2026 and ending at the end of the Day before [_____]; provided that the Delivery Period shall end immediately upon the termination of deliveries of Product under the Master Power Supply Agreement pursuant to Article XVII thereof or the early termination of the Clean Energy Purchase Contract pursuant to Article XVII hereof.
Initial Reset Period:	The period beginning at the beginning of the Day on [_____] and ending at the end of the Day of [_____], provided that the Initial Reset Period shall end immediately upon the termination of deliveries of Product under the Master Power Supply Agreement pursuant to Article XVII thereof or the early termination of the Clean Energy Purchase Contract pursuant to Article XVII hereof.
Minimum Discount Percentage:	An Available Discount Percentage as determined under the Re-Pricing Agreement of [___]% for each Reset Period after the Initial Reset Period.
Monthly Discount Percentage:	For each Month of the Initial Reset Period, [___]%, and for each Month of any other Reset Period, the percentage determined by the Calculation Agent pursuant to the Re-Pricing Agreement, exclusive of any Annual Refund.

EXHIBIT I
FORM OF REMEDIATION CERTIFICATE

[DATE]

Southern California Public Power Authority ("Issuer")
Attention: Executive Director
1160 Nicole Court
Glendora, CA 91740
Email: ExecutiveDirector@scppa.org

Aron Energy Prepay 51 LLC ("Prepay LLC")
c/o J. Aron & Company LLC
[200 West Street
New York, NY 10282
Email: gs-prepay-notices@gs.com]

Re: Remediation Certificate for the Clean Energy Purchase Contract, dated [____], between [Participant] and Issuer (the "Clean Energy Purchase Contract")

To the addressees:

The undersigned, duly authorized representative of [Participant], a [____] ("Purchaser"), hereby certifies as follows in connection with the remediation of Disqualified Remarketing Proceeds (as defined below). Capitalized terms used herein shall have the meanings set forth in the Clean Energy Purchase Contract.

1. Remarketing Request. Pursuant to Section 7.5 of the Clean Energy Purchase Contract, the Contract Quantities listed below have been remarketed in a Private Business Sale as defined in and pursuant to the remarketing provisions of the Prepaid Agreements (the proceeds of any such purchases, "Disqualified Remarketing Proceeds").

Remarketing Date(s)	Remarketed Quantities (MWh)	Remarketing Price ($/MWh)	Disqualified Remarketing Proceeds ($)

2. Remarketing and Remediation. Purchaser hereby certifies as follows in connection with the remediation of the Disqualified Remarketing Proceeds described in Section 1 above:

a. Set forth as Attachment 1 hereto is a copy of one or more invoices or statements for the purchase of Product under **[NOTE: Insert contract description]** by Purchaser which Purchaser agrees to apply to the remediation of the Disqualified Remarketing Proceeds set forth in Section 1.

Remediation Purchase Date(s)	**Remediation Quantities (MWh)**	**Remediation Price ($/MWh)**	**Remediation Dollar Amounts ($)**

b. Purchaser represents and warrants that (i) all of such Product was used (A) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), and (B) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, 26 U.S.C. §1 *et seq*, and (ii) none of such Product (A) is Priority Product or (B) has been or will be utilized to remediate any remarketing proceeds for Priority Products other than the Disqualified Remarketing Proceeds identified in Section 1.

[*Signature Page Follows*]

In witness whereof the undersigned has executed this Remediation Certificate on and as of the date first written above.

[PARTICIPANT]

By:_____
Name:
Title:

CUSTODIAL AGREEMENT

This Custodial Agreement (this "Agreement") is made and entered into as of [_____], 2026, by and among Southern California Public Power Authority, a joint powers authority organized pursuant to the laws of the State of California ("SCPPA"), J. Aron & Company LLC, a New York limited liability company ("J. Aron"), and [____], (the "Custodian" and together with SCPPA and J. Aron, the "Parties").

RECITALS:

WHEREAS, in connection with the issuance by SCPPA of its [Clean Energy Project Revenue Bonds, Series 2026], J. Aron and SCPPA are entering into Assignment Agreements described and to be described in Exhibit A (the "Assignment Agreements", which definition shall include any new Assignment Agreement identified by J. Aron's delivery of an updated Exhibit A consistent with Section 3(b)) with the sellers described and to be described in Exhibit A (each, individually, a "PPA Seller" and collectively the "PPA Sellers", which definitions shall include any new PPA Seller identified by J. Aron's delivery of an updated Exhibit A consistent with Section 3(b)) under power purchase agreements described as Assigned PPAs in Exhibit B (the "Issuer Assigned PPAs", which definition shall include any new Assigned PPA identified by J. Aron's delivery of an updated Exhibit A consistent with Section 3(b)) , pursuant to which SCPPA partially assigns its rights and obligations under Issuer Assigned PPAs to J. Aron; and

WHEREAS, the Parties propose to enter into this Agreement in order to administer payments to be received by the PPA Sellers under the Issuer Assigned PPAs.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Defined Terms; Interpretation.

(a) Any capitalized term used herein and not otherwise defined herein (including in the recitals) shall have the meaning assigned to such term in the Master Power Supply Agreement (as defined below). The following additional terms, when used in this Agreement (including the preamble or recitals to this Agreement) and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"Assigned Product Price" is the price payable by J. Aron under an Assignment Agreement and shall be set forth in Exhibit A, as may be updated from time to time consistent with the terms hereof.

"Clean Energy Purchase Contracts" means those certain Clean Energy Purchase Contracts, dated as of [_____], 2026, each by and between SCPPA and a Project Participants, as amended from time to time in accordance with their terms.

"Electricity Sale and Service Agreement" means that certain Electricity Purchase, Sale and Service Agreement, dated as of [_____], 2026, by and between Prepay LLC and J. Aron, as amended from time to time in accordance with its terms.

"Issuer Assigned PPA Payments Account" has the meaning stated in Section 4(a).

"J. Aron Fixed Payment" means, in respect of each Issuer Assigned PPA and each Month in the Assignment Period specified in the Assignment Agreement therefor, the amount set forth for such Issuer Assigned PPA and Month on Exhibit B hereto. Notwithstanding the foregoing, there shall be no J. Aron Fixed Payment for an Assignment Agreement that provides for payment by J. Aron to the relevant PPA Seller of a floating price for Assigned Products delivered during the Assignment Period.

"J. Aron Prepay Payment" means, in respect of each Monthly PPA Invoice, an amount determined by SCPPA as (a) with respect to any Issuer Assigned PPA that has a J. Aron Fixed Payment, the J. Aron Fixed Payment for the relevant Month and Issuer Assigned PPA and (b) with respect to any Issuer Assigned PPA that does not have a J. Aron Fixed Payment, the Assigned Prepay Quantity for the relevant Issuer Assigned PPA for the relevant Month multiplied by the Assigned Product Price; provided that the J. Aron Prepay Payment shall be reduced by (i) the face amount of any Receivables (as defined in the Electricity Sale and Service Agreement) delivered by J. Aron to the Custodian pursuant to Section 4(f) and (ii) any Remarketing Fee Amount relating to the Assigned Prepay Quantity remarketed for the relevant Issuer Assigned PPA; provided further that the J. Aron Prepay Payment will be determined without regard to any PPA Seller Payment Obligation.

"J. Aron Resettlement Amount" means, in respect of any Monthly PPA Invoice that reflects that a quantity of Product less than the Assigned Prepay Quantity was delivered in such Month under the relevant Issuer Assigned PPA, an amount equal to (i) the product of (x) the portion of such Assigned Prepay Quantity actually delivered thereunder multiplied by (y) the result of the APC Contract Price for such Issuer Assigned PPA minus (ii) any Remarketing Fee Amount relating to the Assigned Prepay Quantity remarketed for the relevant Issuer Assigned PPA.

"Issuer Assigned PPA" has the meaning specified in the Clean Energy Purchase Contracts.

"Master Power Supply Agreement" means that certain Master Power Supply Agreement, dated as of [_____], 2026, by and between Prepay LLC and SCPPA.

"Monthly PPA Payment" means, in respect of any Monthly PPA Invoice, an amount determined by SCPPA as the total amount to be withdrawn from the Issuer Assigned PPA Payments Account by the Custodian and paid to the relevant PPA Seller in respect of such Monthly PPA Invoice, which shall equal the total net amount due to such PPA Seller in respect of such Monthly PPA Invoice and shall consist of the following components:

(a) The J. Aron Prepay Payment in respect of such Monthly PPA Invoice, which shall be deemed to be paid to such PPA Seller on behalf of J. Aron in respect of Assigned Products for which such Monthly PPA Invoice is issued; and

(b) the SCPPA Net Payment, if any, in respect of such Monthly PPA Invoice.

"Monthly PPA Invoice" has the meaning specified in Section 3(a).

"Prepay LLC" means Aron Energy Prepay 51 LLC, a Delaware limited liability company.

"PPA Seller Payment Obligation" means, in respect of any Monthly PPA Invoice, an amount determined by SCPPA as the total amount owed by the relevant PPA Seller as reflected in such Monthly PPA Invoice, including any amounts that have been netted or set-off against amounts owed to such PPA Seller; provided, for clarity, that the PPA Seller Payment Obligation in respect of any Monthly PPA Invoice shall be deemed to be paid to SCPPA and credited against the SCPPA Gross Payment in respect of such Monthly PPA Invoice, thereby resulting in the SCPPA Net Payment in respect of such Monthly PPA Invoice required to be deposited by SCPPA hereunder.

"PPA Shortfall Lookback Summary" means, in respect of any Monthly PPA Invoice, a list that sets forth the following:

(i) in which Months, if any, the relevant PPA Seller delivered less than the Assigned Prepay Quantity in the preceding 12 Months (any such Month, a "Lookback Shortfall Month") under the applicable Issuer Assigned PPA and whether such under-deliveries were a result of Force Majeure (as defined in the relevant Issuer Assigned PPA);

(ii) the percentage of the Assigned Prepay Quantity under the applicable Issuer Assigned PPA actually delivered for each such Lookback Shortfall Month; and

(iii) an indication of whether an increased Remarketing Fee (as defined in the Master Power Supply Agreement) is in effect with respect to the relevant Issuer Assigned PPA consistent with the terms of Exhibits C and F of the Master Power Supply Agreement.

"Remarketing Fee Amount" means, in respect of any Assigned Prepay Quantity remarketed in any Month under the remarketing provisions of the relevant Master Power Supply Agreement, an amount equal to the product of (a) the Assigned Prepay Quantity so remarketed in such Month, multiplied by (b) any Remarketing Fee applicable under relevant Master Power Supply Agreement.

"SCPPA Gross Payment" means, in respect of any Monthly PPA Invoice, an amount determined by SCPPA as the positive result, if any, of (a) all amounts owed to the relevant PPA Seller in respect of such Monthly PPA Invoice (determined without regard to any offsetting PPA Seller Payment Obligation), less (b) the J. Aron Prepay Payment in respect of such Monthly PPA Invoice; provided, for clarity, that the SCPPA Gross Payment in respect of any Monthly PPA Invoice (i) shall be deemed to be paid to the related PPA Seller on behalf of J. Aron to the extent it relates to any Assigned PAYGO Products, and (ii) otherwise shall be deemed to be paid to the relevant PPA Seller on behalf of SCPPA.

"SCPPA Net Payment" means, in respect of any Monthly PPA Invoice, an amount determined by SCPPA as the positive result, if any, of (a) the SCPPA Gross Payment in respect of such Monthly PPA Invoice less (b) the PPA Seller Payment Obligation in respect of such Monthly PPA Invoice. The SCPPA Net Payment shall satisfy any obligations under an Issuer Assigned

PPA with respect to (i) any Assigned PAYGO Products and (ii) any residual obligations of SCPPA thereunder.

(b) Except where expressly provided otherwise, any reference herein to any agreement or document includes all amendments, supplements or restatements to and of such agreement or document as may occur from time to time in accordance with its terms and the terms hereof, and any reference to a party to any such agreement includes all successors and assigns of such party thereunder permitted by the terms hereof and thereof.

Section 2. Appointment of Custodian. SCPPA and J. Aron hereby appoint [_____] as Custodian under this Agreement, with such rights and obligations as are specifically set forth herein. The Custodian hereby accepts such appointment under the terms and conditions set forth herein.

Section 3. Payment Instructions to Custodian; Issuer Assigned PPA Exhibits.

(a) Monthly Statements. No later than five Business Days following receipt of an invoice from a PPA Seller in respect of an issuer Assigned PPA and any Month in the Assignment Period therefore (a "Monthly PPA Invoice"), SCPPA shall deliver a statement (the "Monthly Statement") showing each of the following in respect of such Monthly PPA Invoice (based on information provided by the relevant PPA Seller in the Monthly PPA Invoice) to each of the Parties hereto:

(i) the J. Aron Fixed Payment;

(ii) the J. Aron Prepay Payment;

(iii) the J. Aron Resettlement Amount;

(iv) the SCPPA Gross Payment;

(v) the PPA Seller Payment Obligation;

(vi) the SCPPA Net Payment;

(vii) the Monthly PPA Payment;

(viii) the "Monthly PPA Invoice Payment Date", which shall be the last Business Day on which payment on such Monthly PPA Invoice may be made before any incremental interest arises thereon or any default or breach arises under the relevant Issuer Assigned PPA;

(ix) the "Custodial Agreement Payment Date," which shall be one Business Day preceding such Monthly PPA Invoice Payment Date; and

(x) the PPA Shortfall Lookback Summary;

provided that SCPPA shall deliver an updated Monthly Statement in respect of such Monthly PPA Invoice within seven days following agreement by SCPPA and the applicable PPA Seller to an adjustment to such Monthly PPA Invoice to the extent that such adjustment is agreed upon prior to the date that is 10 days prior to such Monthly PPA Invoice Date; provided furthermore that the Parties acknowledge and agree that any adjustments agreed upon with respect to a Monthly PPA Invoice after the date specified in the foregoing provision shall be resolved solely between SCPPA and the relevant PPA Seller as provided in the Assignment Agreements.

(b) Monthly Statement Verification. J. Aron shall notify SCPPA and the Custodian promptly, but in no event more than three (3) Business Days, following SCPPA's delivery of a Monthly Statement if J. Aron believes any information included on such Monthly Statement is incorrect. Following receipt and verification of the information included in any such notice from J. Aron, SCPPA shall, to the extent appropriate and in consultation with J. Aron, issue a corrected Monthly Statement to all Parties. Each Party hereto acknowledges and agrees that (i) SCPPA is calculating the Monthly Statements only for convenience of the Parties, (ii) the purpose of this Agreement is solely to determine amounts to be paid by SCPPA and J. Aron under separate contracts, and (iii) none of SCPPA, J. Aron nor any other Party hereto will have any liability whatsoever with respect to any action taken or omitted by it under this Agreement (but without prejudice to an express payment obligation arising under another contract), including as a result of any failure by SCPPA to timely or properly calculate any amount to be included in a Monthly Statement. Without limiting the foregoing, J. Aron acknowledges that it will have an opportunity to review and comment on each calculation and date included in a Monthly Statement (and shall be aware if such Monthly Statement has not been timely delivered), and SCPPA will not be responsible in any way for any damages, costs, liabilities, loss of use or any other claims related to an insufficient or late payment under an Issuer Assigned PPA as a result of any deficiencies in any Monthly Statement.

(c) Issuer Assigned PPAs Exhibit. Promptly following the execution of the initial Assignment Agreements, J. Aron shall deliver Exhibit A to the other Parties hereto, which will set forth certain information regarding the Issuer Assigned PPAs as of the date hereof, including, for each Issuer Assigned PPA, the Assignment Period, the Assigned Product Price, the PPA Seller thereunder, the date thereof, and payment instructions for payments to the PPA Seller. Exhibit B to this Agreement sets forth the J. Aron Fixed Payments for the applicable Issuer Assigned PPAs. J. Aron shall deliver an updated Exhibit A or Exhibit B, as applicable, to each of the other Parties hereto to reflect any changes to the information set forth therein.

(d) Remediation of Remarketing Proceeds with SCPPA's Purchases of Assigned PAYGO Products. The Parties acknowledge and agree that SCPPA's purchase of Assigned PAYGO Products shall be applied to the remediation of remarketing proceeds, if any, under the Master Power Supply Agreement in accordance with the terms thereof, provided that for the avoidance of doubt Assigned PAYGO Products may only be applied to remediate remarketing proceeds that arose either in or prior to the Month in which such Assigned PAYGO Products were purchased.

(e) Payments Following the End of an Assignment Period. SCPPA agrees that it shall be solely responsible for payment under an Issuer Assigned PPA for any Assigned Products delivered thereunder following the end of an Assignment Period, including without limitation any

Assigned Products that are associated with Assigned Energy delivered during the relevant Assignment Period, but payable separately from such Assigned Energy and not delivered pursuant to the terms of the Issuer Assigned PPA until after the end of the Assignment Period. Additionally, SCPPA shall be solely responsible for payment for any Assigned Products that are associated with Assigned Energy delivered during the relevant Assignment Period, but payable separately from such Assigned Energy and not delivered pursuant to the terms of the Issuer Assigned PPA until after the end of the Assignment Period, and any such amounts will be payable by SCPPA directly to PPA Seller under any such Issuer Assigned PPA.

Section 4. Issuer Assigned PPA Payments Account.

(a) Payments. With respect to certain payments required to be made by J. Aron and SCPPA to the PPA Sellers under the Issuer Assigned PPAs, there is hereby established the custodial account detailed below, bearing the Custodian's Account No. [____] (the "Issuer Assigned PPA Payments Account"), and all payments and deposits made by J. Aron and SCPPA hereunder shall be wired to such Issuer Assigned PPA Payments Account:

[_____]
ABA: [_____]
FBO: [_____]
Acct: [_____]
FFC: [_____]
Address: [_____]
[_____]

(b) J. Aron Payments. J. Aron shall pay the J. Aron Prepay Payment in respect of each Monthly PPA Invoice into the Issuer Assigned PPA Payments Account on or before the relevant Custodial Agreement Payment Date set forth in the related Monthly Statement. To the extent that (i) a J. Aron Resettlement Amount is due with respect to an Issuer Assigned PPA and (ii) J. Aron pays some portion of the J. Aron Prepay Payment for such Issuer Assigned PPA but less than the total amount of the J. Aron Prepay Payment due, J. Aron's partial payment shall be applied first to the payment of the Monthly PPA Payment to the relevant PPA Seller. In addition, the Custodian agrees to promptly notify SCPPA if it does not receive the J. Aron Prepay Payment from J. Aron on or before any Custodial Agreement Payment Date, and in such case SCPPA may elect in its sole discretion to make the J. Aron Prepay Payment to the Custodian for the purpose of satisfying the Monthly PPA Payment.

(c) SCPPA Deposits. SCPPA shall deposit the SCPPA Net Payment into the Issuer Assigned PPA Payments Account in respect of each Monthly PPA Invoice into the Issuer Assigned PPA Payments Account on the relevant Custodial Agreement Payment Date set forth in the related Monthly Statement.

(d) Application of Payments. The Custodian shall withdraw and apply amounts received under this Section 4 as follows:

(i) any J. Aron Prepay Payment in respect of a Monthly PPA Invoice received from J. Aron (including any payment by SCPPA on J. Aron's behalf pursuant to the last

sentence of Section 4(b)) and any SCPPA Net Payment in respect of a Monthly PPA Invoice received from SCPPA shall be applied first to the payment of the Monthly PPA Payment in respect of such Monthly PPA Invoice to the relevant PPA Seller on the relevant Monthly PPA Invoice Payment Date pursuant to the payment instructions set forth on Exhibit A; provided that if amounts on deposit in the Issuer Assigned PPA Payment Account are insufficient to pay the entire Monthly PPA Payment in respect of any Monthly PPA Invoice on such date, the Custodian shall (i) withdraw and pay to such PPA Seller the entire remaining balance of the Issuer Assigned PPA Payment Account (provided that, to the extent that more than one Monthly PPA Invoice is due on such date, the Custodian shall make payment of the available amounts on a pro-rated basis to the payment of the relevant Monthly PPA Invoices on a percentage basis with payment to each relevant PPA Seller of (x) a percentage of the available funds based on (y) the percentage of each relevant Monthly PPA Payment of the aggregate amount of the Monthly PPA Payments due on such date), and (ii) notify such PPA Seller of the amounts received for such Month from each of J. Aron and SCPPA consistent with such PPA Seller's contact information provided in Exhibit A; provided furthermore that, if the J. Aron Prepay Payment in respect of any Monthly PPA Invoice exceeds the Monthly PPA Payment in respect of such Monthly PPA Invoice, then the excess of such J. Aron Prepay Payment over such Monthly PPA Payment shall be remitted to SCPPA on the relevant Monthly PPA Invoice Payment Date pursuant to SCPPA's payment instructions set forth on Exhibit C; and

(ii) following the application of payments pursuant to Section 4(d)(i), any J. Aron Resettlement Amount in respect of a Monthly PPA Invoice received from J. Aron shall be remitted to SCPPA on the relevant Monthly PPA Invoice Payment Date pursuant to SCPPA's payment instructions set forth on Exhibit C.

(e) Amounts Held in Trust. Amounts deposited in the Issuer Assigned PPA Payments Account shall be held in trust for the benefit of SCPPA until applied as set forth in Section 4(d) and Section 12, as applicable, and there is hereby granted to SCPPA a lien on and security interest in the Issuer Assigned PPA Payments Account pending such application. The Custodian shall not be required to comply with any orders, demands, or other instructions from SCPPA with respect to the Issuer Assigned PPA Payments Account, including, without limitation, items presented for payment, or any order or instruction directing the disposition of funds or other assets held in or credited to the Issuer Assigned PPA Payments Account, and SCPPA agrees that prior to the termination of this Agreement in accordance with the terms hereof, it shall have no right to direct the disposition of funds or other assets held in or credited to the Issuer Assigned PPA Payments Account other than by issuing Monthly Statements, or to withdraw or otherwise obtain funds or other assets held in or credited to the Issuer Assigned PPA Payments Account, whether by order or instruction to the Custodian or otherwise.

(f) Transfer of Receivables. With respect to each Monthly Statement, to the extent J. Aron has purchased Receivables (as defined in the Electricity Sale and Service Agreement) for amounts owed by a Project Participant for the Month to which such Monthly Statement relates, J. Aron may, at its option and subject to the terms of the relevant Assignment Agreement (including the terms thereof that limit the transfer of Receivables by J. Aron to a PPA Seller to the portion of any Receivables that relate to Assigned Products delivered under the applicable Assignment Agreement), (i) notify the Custodian that it intends to transfer all or any portion of such

Receivables to the applicable PPA Seller, and (ii) reduce the J. Aron Prepay Payment(s) in respect of the Monthly PPA Invoice from such PPA Seller by the face amount of such Receivables to be transferred. To the extent J. Aron has notified the Custodian of its intent to transfer any such Receivables to a PPA Seller, J. Aron shall cause such Receivables to be transferred to such PPA Seller not later than the relevant Custodial Agreement Payment Date.

Section 5. Custodian; Fees.

(a) Limitation on Liability. The Custodian shall have (i) no liability under any agreement other than this Agreement and (ii) no duty to inquire as to the provisions of any agreement other than this Agreement and the Issuer Assigned PPAs. The Custodian may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder in accordance with the terms hereof and believed by it to be genuine and to have been signed or presented by the proper Party or Parties. The Custodian shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Custodian shall have no duty to solicit or compel any payments which may be due to it, or to take any action to compel J. Aron or SCPPA to make the deposits required under Section 4. The Custodian shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Custodian's gross negligence or willful misconduct was the primary cause of any loss to any other Party hereto. In connection with the execution of any of its powers or the performance of any of its duties hereunder, the Custodian may consult with counsel, accountants and other skilled persons selected and retained by it. The Custodian shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons, provided the Custodian exercised due care and good faith in the selection of such person. Any permissive right or power granted to the Custodian to take actions enumerated under this Agreement shall not be construed as a duty to act. In the event that the Custodian shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other Parties hereto or by a final order or judgment of a court of competent jurisdiction. The Custodian may interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or non-action based on such declaratory judgment. Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable for special, indirect, incidental or consequential or punitive damages, losses or penalties of any kind whatsoever (including but not limited to lost profits), regardless of the form of action. The Custodian may engage and act through agents and attorneys and shall not be liable for the misconduct or negligence of any such agent or attorney appointed with due care. Nothing herein shall obligate or be construed to obligate the Custodian to advance its own funds, or to expend or risk its own funds. The Custodian shall be responsible only for funds actually received by it for deposit into the Issuer Assigned PPA Payments Account, and the Custodian shall not be obliged to advance or risk its own funds to make any payments required hereunder. The Custodian shall have only those duties expressly set forth in this Agreement and no implied duties shall be read into this Agreement against the Custodian. The Parties hereto acknowledge and agree that the Custodian is not a fiduciary by virtue of

accepting and carrying out its obligations under this Agreement and has not accepted any fiduciary duties, responsibilities or liabilities with respect to its services hereunder. The Custodian shall not be responsible for the perfection of any security interest granted hereunder.

(b) Custodian Fee. SCPPA agrees to (i) pay the Custodian reasonable compensation for the services to be rendered hereunder, which compensation shall be $[_____] for each year that this Agreement is in effect, and (ii) pay or reimburse the Custodian upon request for all expenses, disbursements and advances, including reasonable attorneys' fees and expenses, incurred or made by it in connection with the preparation, execution, performance, delivery, modification and termination of this Agreement. The parties hereto acknowledge that this provision shall survive the resignation or removal of the Custodian or the termination of this Agreement.

Section 6. Succession. The Custodian may resign and be discharged from its duties or obligations hereunder by giving not less than 45 days' advance notice in writing of such resignation to the other Parties hereto specifying a date when such resignation shall take effect; and such resignation shall take effect upon the day specified in such notice unless a successor shall not have been appointed by the other Parties hereto on such date, in which event such resignation shall not take effect until a successor is appointed. The other Parties hereto shall use their commercially reasonable efforts to make such appointment in a timely fashion, provided that any custodian appointed in succession to the Custodian shall be a bank or trust company organized under the laws of any state or a national banking association and shall have capital stock, surplus and undivided earnings aggregating at least $50,000,000 and shall be a bank with trust powers or trust company willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Agreement. Any corporation or association into which the Custodian may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the Custodian's corporate trust line of business may be transferred, shall be the Custodian under this Agreement without further act. Notwithstanding the foregoing, if no appointment of a successor Custodian shall be made pursuant to the foregoing provisions of this Section 6 within 45 days after the Custodian has given written notice to the other Parties of its resignation as provided in this Section 6, the Custodian shall be entitled to apply to any court of competent jurisdiction to appoint a successor Custodian. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Custodian. Any corporation or association into which the Custodian may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the Custodian's corporate trust line of business may be transferred, shall be the Custodian under this Agreement without further act.

Section 7. Reimbursement. J. Aron and SCPPA agree, jointly and severally (subject to the second proviso of this Section 7), to reimburse the Custodian and its directors, officers, agents and employees for any and all loss, liability or expense (including the fees and expenses of in-house or outside counsel and experts and their staffs and all expense of document location, duplication and shipment) arising out of or in connection with (a) the Custodian's execution and performance of this Agreement, except to the extent that such loss, liability or expense is finally adjudicated to have been caused primarily by the negligence of the Custodian or such director, officer, agent or employee seeking reimbursement, or (b) its following any instructions or other directions from J. Aron or SCPPA, except to the extent that its following any such instruction or

direction is expressly forbidden by the terms hereof; provided, however, that any amounts due under this Section 7 (x) shall not duplicate any other amounts due under this Agreement, including without limitation amounts due under Section 13 hereof and (y) as between J. Aron and SCPPA (but without affecting the joint and several nature of the obligation to the Custodian), shall be paid equally by each of J. Aron and SCPPA (i.e., 50% by J. Aron and 50% by SCPPA), subject to the second proviso of this Section 7; provided further, however, that, notwithstanding the joint and several nature of the obligations under this Section 7, any amounts due under clause (b) of this sentence resulting from instructions or directions that are not expressly provided for in this Agreement and are given to the Custodian by only one Party shall be the sole obligation of such Party. The Parties hereto acknowledge that this provision shall survive the resignation or removal of the Custodian or the termination of this Agreement.

Section 8. Taxpayer Identification Numbers; Tax Matters. J. Aron and SCPPA represent that their correct taxpayer identification numbers assigned by the Internal Revenue Service or any other taxing authority is set forth on the signature page hereof. Any tax returns or reports required to be prepared and filed in connection with the Issuer Assigned PPA Payments Account will be prepared and filed by SCPPA, and the Custodian shall have no responsibility for the preparation and/or filing of any tax return with respect to any income earned on the Issuer Assigned PPA Payments Account. In addition, any tax or other payments required to be made pursuant to such tax return or filing shall be paid by SCPPA. The Custodian shall have no responsibility for making such payment unless directed to do so in writing by the appropriate authorized Party and fully indemnified to the Custodian's satisfaction.

Section 9. Notices. Any notice, demand, statement or request required or authorized by this Agreement to be given by one Party to another Party shall be in writing and shall be sent by courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses specified in Exhibit C for the receiving Party. Any such notice, demand, or request shall be deemed to be given when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon 10 days' prior written notice to the other Party, to change its list of notice recipients and addresses in Exhibit C. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods, such as electronic mail; provided furthermore that the Parties acknowledge and agree that Monthly Statements and any communications under this Agreement relating thereto may be delivered via email to the email addresses specified for each Party in Exhibit C.

Section 10. Miscellaneous.

(a) Amendments. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the Parties hereto.

(b) Assignments. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any Party, except as provided in Section 5, without the prior written consent of the other Parties.

(c) Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the

State of New York, without regard to any conflicts of law principle that would direct the application of the laws another jurisdiction; provided, however, that the authority of SCPPA to enter into and perform its obligations under this Agreement shall be determined in accordance with the laws of the State of California.

(d) Jurisdiction. Each Party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the exclusive jurisdiction of (A) the courts of the State of New York located in the Borough of Manhattan, or of the United States District Court located in the Borough of Manhattan. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

(e) Force Majeure. No Party to this Agreement shall be liable to any other Party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, epidemic, pandemic, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control; provided that a party affected by any such event shall exercise commercially reasonable efforts to resume performance as quickly as possible.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties to this Agreement may be transmitted by facsimile or by digital pdf transmission, and such facsimile or pdf will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party. The Parties agree that the electronic signature of a Party to this Agreement, including all acknowledgements, authorizations, directions, waivers and consents thereto (or any amendment or supplement thereto) shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. The Parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. Paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither Party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

(g) No Obligation to Invest. The Custodian shall not be under any obligation to invest or pay interest on amounts held in the Issuer Assigned PPA Payments Account from time to time.

(h) Allocation of Payments. Nothing in this Agreement is intended to create any liabilities between SCPPA and J. Aron. This Agreement is intended solely to allocate payments that are actually made by J. Aron and SCPPA in respect of amounts owed for physically settled energy under the Issuer Assigned PPAs that is redelivered under the Electricity Sale and Service Agreement, the Master Power Supply Agreement and the Clean Energy Purchase Contracts.

Section 11. Compliance with Court Orders. In the event that any amount held by the Custodian hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court affecting the property deposited under this Agreement, the Custodian is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing are binding upon it, whether with or without jurisdiction, and in the event that the Custodian obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding that such writ, order or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 12. Term; Winding Up. This Agreement will expire concurrently with the receipt of written notice from SCPPA, with a copy to the other Parties, that each Clean Energy Purchase Contract has terminated in accordance with its terms. Following the Custodian's payment of any Monthly PPA Payments due in respect of the final month of commodity deliveries prior to such a termination, any remaining balance in the Issuer Assigned PPA Payments Account shall be paid to SCPPA.

Section 13. Indemnification. J. Aron and SCPPA, jointly and severally, agree to protect, indemnify, defend and hold harmless, the Custodian, and affiliates, and each person who controls the Custodian (and each of their respective directors, officers, agents and employees) from and against all claims, damages, losses, liabilities, actions, suits, costs, judgments and expenses (including, without limitation, court costs and reasonable attorneys' fees) arising from its acting as Custodian hereunder (including, for the avoidance of doubt, any costs, expenses and reasonable attorneys' fees incurred in enforcing any payment obligation of an indemnifying Party), except for any claim, damage or loss resulting from the negligence of the Custodian; provided, however, that any amounts due under this Section 13 (x) shall not duplicate any other amounts due under this Agreement, including without limitation amounts due under Section 7 hereof, and (y) as between J. Aron and SCPPA (but without affecting the joint and several nature of the obligation to the Custodian) shall be paid equally by each of the J. Aron and SCPPA (i.e., 50% by J. Aron and 50% by SCPPA). The obligations of this Section 13 shall survive any resignation or removal of the Custodian and the termination of this Agreement.

Section 14. Patriot Act. J. Aron and SCPPA acknowledge that the Custodian is subject to federal laws, including the Customer Identification Program ("CIP") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Custodian must obtain, verify and record information that allows the Custodian to identify J. Aron and SCPPA. Accordingly, prior to opening the Issuer Assigned PPA Payments Account described in Section 3 of this Agreement, the Custodian will ask J. Aron and SCPPA to provide certain information including but not limited to name, physical address, tax identification number and other information that will help the Custodian identify and verify J. Aron's and SCPPA's identities, such

as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. J. Aron and SCPPA agree that the Custodian cannot open any account hereunder unless and until the Custodian verifies J. Aron's and SCPPA's identities in accordance with its CIP.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By:_____
Name: _____
Title: _____
Taxpayer ID Number:_____

J. ARON & COMPANY LLC

By:_____
Name: _____
Title: _____
Taxpayer ID Number: _____

[CUSTODIAN]

By:_____
Name: _____
Title: _____

EXHIBIT A

ASSIGNED PPAS

Issuer Assignment Agreements

1. Limited Assignment Agreement dated [____], by and among J. Aron, SCPPA and [PPA Seller]

Assigned PPA: [____]

Assigned Product Price:

Assignment Period:

PPA Seller:

PPA Seller Payment Instructions:

2. Limited Assignment Agreement dated [____], by and among J. Aron, SCPPA and [PPA Seller]

Assigned PPA: [____]

Assigned Product Price:

Assignment Period:

PPA Seller:

PPA Seller Payment Instructions:

EXHIBIT B

J. ARON FIXED PAYMENTS

Month	J. Aron Fixed Payment for [PPA 1]	J. Aron Fixed Payment for [PPA 2]
1/1/2026		
2/1/2026		
3/1/2026		
4/1/2026		
5/1/2026		
6/1/2026		
7/1/2026		
8/1/2026		
9/1/2026		
10/1/2026		
11/1/2026		
12/1/2026		
1/1/2026		
2/1/2026		
3/1/2026		
4/1/2026		
5/1/2026		
6/1/2026		
7/1/2026		
8/1/2026		
9/1/2026		
10/1/2026		
11/1/2026		
12/1/2026		

EXHIBIT C

NOTICE INFORMATION

J. Aron:
J. Aron & Company LLC
200 West Street
New York, NY 10282
Email: gs-prepay-notices@gs.com

SCPPA:
[_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

Custodian:
[_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

LETTER AGREEMENT[1]

[_____], 2026

[PARTICIPANT]
[_____]
[_____]

Re: Prepay Limited Assignment Agreements

Ladies and Gentlemen:

This Letter Agreement (this "Letter Agreement") confirms our mutual agreement with respect to the matters set forth below and relates to those certain Limited Assignment Agreements listed on Exhibit A under the heading titled "Purchaser Assignment Agreements" (the "Assignment Agreements", which definition shall include any new Assignment Agreements identified by SCPPA's delivery of an updated Exhibit A consistent with Section 2), with each of the PPA Sellers identified in Exhibit A (each, individually, a "PPA Seller" and collectively the "PPA Sellers", and which definitions shall include any new PPA Seller identified by SCPPA's delivery of an updated Exhibit A consistent with Section 2). Any capitalized term used in this Letter Agreement and not otherwise defined herein shall have the meaning assigned to such term in the Clean Energy Purchase Contract. In consideration of each Party's execution of the Assignment Agreements, and the mutual covenants and agreements set forth herein, [Participant] ("Participant") and Southern California Public Power Authority ("SCPPA" and together with Participant, collectively the "Parties" and each a "Party") agree as follows:

1. **Assignment Early Termination**. Each of the Parties agrees that it shall only exercise its right to deliver a written notice of termination of an Assignment Period under an Assignment Agreement consistent with the following:

(a) Any Party may deliver a notice of termination under an Assignment Agreement in the event (i) of the suspension of performance under or expiration or termination of the relevant PPA by either Participant or the applicable PPA Seller; (ii) of the termination or suspension of deliveries for any reason other than force majeure under (A) the Clean Energy Purchase Contract (the "Clean Energy Purchase Contract"), dated as of [_____], 2026 by and between SCPPA and Participant (including, for the avoidance of doubt, due to a "Remarketing Election" by Participant under the Clean Energy Purchase Contract or the reduction of the aggregate Base Quantity and Assigned Quantity under a Clean Energy Purchase Contract to zero pursuant to the terms thereof), (B) that certain Electricity Purchase, Sale and Service Agreement, dated as of [_____], 2026 by and between J. Aron & Company LLC and Aron Energy Prepay 51 LLC (the "Electricity Sale and Service Agreement"), (C) that certain Master Power Supply Agreement, dated as of [_____], 2026, by and between SCPPA and Aron Energy Prepay 51 LLC or (D) an Issuer Assigned PPA PSA relating to the relevant Assigned PPA; (iii) that the California Renewable Portfolio Standard Portfolio Content Category designation of the renewable energy assigned under the Assignment

[1] NTD: To streamline negotiations, we have created a generic form for review and comment by the working group. Once agreed upon, we will replicate this for each Project Participant.

Agreements is altered, reclassified, or invalidated as a direct or indirect result of the transaction contemplated by the Assignment Agreements or the Clean Energy Purchase Contract; (iv) that the relevant Assignment Agreement is subject to termination due to the bankruptcy or insolvency of the PPA Seller, however defined therein; or (v) that the corresponding Issuer Assignment Agreement (as listed in Exibbit A) is terminated;

(b) SCPPA shall deliver a notice of termination contemporaneous with any assignment by SCPPA of its interest in the Clean Energy Purchase Contract, provided that Participant in any event shall be entitled to deliver a notice of termination to the extent SCPPA fails to do so in connection with the assignment of SCPPA's interest under the Clean Energy Purchase Contract; and

(c) Either Party may deliver a notice of termination of an Assignment Agreement to the extent that the Parties have mutually agreed upon an assignment of Replacement Assigned Rights and Obligations (as defined in the Clean Energy Purchase Contract) that will replace the Assigned Rights and Obligations under such Assignment Agreement immediately following the termination thereof; provided that such notice is conditioned on the execution and delivery of such Assignment Agreement.

For the avoidance of doubt, each of the Parties agrees that it shall not terminate an Assignment Agreement pursuant to the at will termination provision thereof except in the circumstances set forth immediately above. The at will termination provision referenced in the immediately preceding sentence (x) is set forth in [Section 2(a)(1)] of the form of Purchaser Assignment Agreement attached to the Clean Energy Purchase Contract and (y) shall refer to any such provision set forth in an Assignment Agreement entered into by the Parties consistent with the terms of the Clean Energy Purchase Contract and the Electricity Sale and Service Agreement.

2. **Exhibit A**. Promptly following execution of the Assignment Agreements with respect to the Initial Assigned Rights and Obligations, SCPPA shall deliver an Exhibit A that lists such Assignment Agreements. SCPPA shall deliver an updated Exhibit A to this Agreement to reflect any changes to the information set forth therein in connection with the termination, expiration or replacement of an Assignment Agreement consistent with the terms of the Clean Energy Purchase Contract.

3. **Representations, Warranties and Covenants**.

(a) Participant agrees that it shall provide a true, complete, and correct copy to SCPPA and SCPPA's assigns of any PPA to be assigned pursuant to an Assignment Agreement.

(b) Each Party represents to the other:

(i) ***Status***. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

(ii) ***Powers***. It has the power to execute, deliver and perform its obligations under this Letter Agreement, the Assignment Agreements and any other documentation to

which it is a party relating to this Letter Agreement and any Assignment Agreement, and it has taken all necessary action to authorize such execution, delivery and performance.

(iii) ***No Violation or Conflict***. Such execution, delivery and performance of this Letter Agreement and the Assignment Agreements and the consummation of the transactions contemplated hereby and thereby, including the incurrence by such Party of its obligations under this Letter Agreement and the Assignment Agreements, will not result in any violation of or conflict with: (i) any term of any material contract or agreement applicable to it; (ii) any of its charter, bylaws, or other constitutional documents; (iii) any determination or award of any arbitrator applicable to it; or (iv) any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation of any government agency, applicable to it or any of its assets or properties or to any obligations incurred by it or by which it or any of its assets or properties or obligations are bound or affected, and shall not cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets.

(iv) ***Consents***. All consents, approvals, orders or authorizations of; registrations, declarations, filings or giving of notice to; obtaining of any licenses or permits from; or taking of any other action with respect to, any Person or Government Agency, that are required to have been obtained or made by such Party with respect to this Letter Agreement and Assignment Agreements and the transactions contemplated hereby and thereby, including the due authorization of such Party and its governing body and any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party, have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

(v) ***Obligations Binding***. Its obligations under this Letter Agreement and the Assignment Agreements constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(vi) ***Non-Reliance.*** It is acting for its own account, and it has made its own independent decisions to enter into this Letter Agreement and the Assignment Agreements and as to whether this Letter Agreement and the Assignment Agreements are appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into this Letter Agreement or the Assignment Agreements, it being understood that information and explanations related to the terms and conditions of

this Letter Agreement and the Assignment Agreements shall not be considered investment advice or a recommendation to enter into this Letter Agreement. It is entering into this Letter Agreement and the Assignment Agreements as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by the applicable parties, considers this Letter Agreement and the Assignment Agreements to be legally enforceable contracts. No communication (written or oral) received from any of the other Parties shall be deemed to be an assurance or guarantee as to the expected results of this Letter Agreement or the Assignment Agreements.

(vii) ***Assessment and Understanding.*** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Letter Agreement and the Assignment Agreements. It is also capable of assuming, and assumes, the risks of this Letter Agreement and the Assignment Agreements.

(viii) ***Status of Parties.*** Neither Party is acting as a fiduciary for or an adviser to the other in respect of this Letter Agreement or the Assignment Agreements.

4. **Miscellaneous**

(a) **Governing Law.** This Letter Agreement and the rights and duties of the Parties will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws.

(b) **Jurisdiction.** Each Party submits to the exclusive jurisdiction of the courts of the State of California or of the United States of America, in either case located in Los Angeles County, California.

(c) **Waiver of Right to Trial by Jury.** Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Letter Agreement.

(d) **Third Party Beneficiary.** Any Party that takes assignment of SCPPA's rights pursuant to an Issuer Assignment Agreement (as defined in the Clean Energy Purchase Contract) shall be a third-party beneficiary of this Letter Agreement with right to enforce the terms hereof.

(e) **Limited Obligation.** Notwithstanding anything to the contrary herein, all obligations of SCPPA under this Letter Agreement, including without limitation all obligations to make payments of any kind whatsoever, are special, limited obligations of SCPPA, payable solely from the Trust Estate (as such term is defined in the Trust Indenture, dated as of [_____], 2026, between SCPPA and [_____], as trustee) as and to the extent provided in such Trust Indenture, including with respect to Operating Expenses (as such term is defined in such Trust Indenture). SCPPA shall not be required to advance any moneys derived from any source other than the Revenues (as such term is defined in such Trust Indenture) and other assets pledged under such Trust Indenture for any of the purposes in this Letter Agreement. Neither the faith and credit of

SCPPA nor the taxing power of the State of California or any political subdivision thereof is pledged to payments pursuant to this Letter Agreement. SCPPA shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reasons of or in connection with this Letter Agreement, except solely to the extent Revenues (as such term is defined in such Trust Indenture) are received for the payment thereof and may be applied therefor pursuant to the terms of such Trust Indenture.

[Signature Pages to Follow]

Very truly yours,

SCPPA

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Name: _____
Title: _____

ACKNOWLEDGED, ACCEPTED AND AGREED TO as of the date first set forth above:

PARTICIPANT

[PARTICIPANT]

By: _____
Name: _____
Title: _____

Exhibit A

ASSIGNMENT AGREEMENTS

Purchaser Assignment Agreements	Issuer Assignment Agreements
1. Limited Assignment Agreement dated [____], by and among Purchaser, the Issuer and [PPA Seller] Assigned PPA: [____] Assigned Product Price: Assignment Period: PPA Seller: PPA Seller Payment Instructions:	**1. Limited Assignment Agreement dated [____], by and among J. Aron, the Issuer and [PPA Seller]**
2. Limited Assignment Agreement dated [____], by and among Purchaser, the Issuer and [PPA Seller] Assigned PPA: [____] Assigned Product Price: Assignment Period: PPA Seller: PPA Seller Payment Instructions:	**2. Limited Assignment Agreement dated [____], by and among J. Aron, the Issuer and [PPA Seller]**

Draft of 11/26/25

SCPPA CLEAN ENERGY PROJECT

JOINT PROJECT AGREEMENT

BY AND AMONG

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,

CITY OF BURBANK,

CITY OF COLTON,

CITY OF PASADENA

AND

CITY OF VERNON

Dated as of _____, 2026

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Appendix A-- Joint Committee Vote Percentages

SCPPA CLEAN ENERGY PROJECT
JOINT PROJECT AGREEMENT

PARTIES

This SCPPA Clean Energy Project Joint Project Agreement (this "***Agreement***"), dated as of the ____ day of _____, 2026, by and among the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California ("SCPPA"), the CITY OF BURBANK, a municipal corporation organized and existing under the laws of the State of California ("Burbank"), the CITY OF COLTON, a municipal corporation organized and existing under the laws of the State of California ("Colton"), the CITY OF PASADENA, a municipal corporation organized and existing under the laws of the State of California ("Pasadena"), and the CITY OF VERNON, a municipal corporation organized and existing under the laws of the State of California ("Vernon"). SCPPA, BURBANK, COLTON, PASADENA and VERNON are each sometimes referred to as a "Party," and collectively as "Parties."

RECITALS

SCPPA's Board of Directors has adopted its Resolution No. 2026-____, establishing the Clean Energy Project (the "Project") with Burbank, Colton, Pasadena and Vernon as participants (each, a "Project Participant" and collectively, the "Project Participants").

The Project contemplates, among other things, SCPPA's issuance of its $_____ Southern California Public Power Authority Clean Energy Project Revenue Bonds, Series 2026A (the "Bonds"), to finance the prepayment of a 30-year supply of renewable energy to be sold to the Project Participants.

In connection with the Project and the issuance of the Bonds, SCPPA has entered into a Clean Energy Purchase Contract with each of the Project Participants, providing for the sale to each Project Participant of a specified portion of the renewable energy prepaid with proceeds of the Bonds.

In order to provide for joint governance of the Project and the appropriate allocation of costs and refunds among the Project Participants, the Parties desire to enter into this Agreement.

1. AGREEMENT

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, it is agreed by and among the Parties as hereinafter set forth. This Agreement shall take effect on the date when each Clean Energy Purchase Contract has been executed and delivered by SCPPA and the Project Participant party thereto.

2. DEFINITIONS

The following defined terms shall have the meanings set forth below.

"Aggregate Assigned Energy" means the total amount of Assigned Energy at any time under all of the Clean Energy Purchase Contracts.

"Assigned Energy" shall have the meaning set forth in each Clean Energy Purchase Contract.

"Bond Indenture" means the Trust Indenture, dated as of _____, 2026, between SCPPA and the Trustee.

"Bonds" shall have the meaning set forth in the Recitals.

"Burbank Clean Energy Purchase Contract" means the Clean Energy Purchase Contract, dated as of _____, 2026, between SCPPA and Burbank.

"Burbank PPA Custodial Agreement" means the Custodial Agreement, dated as of _____, 2026, among Burbank, J. Aron and the PPA Custodian.

"Clean Energy Purchase Contracts" means, collectively, the Burbank Clean Energy Purchase Contract, the Colton Clean Energy Purchase Contract, the Pasadena Clean Energy Purchase Contract and the Vernon Clean Energy Purchase Contract.

"Colton Clean Energy Purchase Contract" means the Clean Energy Purchase Contract, dated as of _____, 2026, between SCPPA and Colton.

"Electricity Sale and Service Agreement" means the Electricity Purchase, Sale and Service Agreement, dated as of _____,2026, between J. Aron and Prepay LLC.

"Issuer PPA Custodial Agreement" means the Custodial Agreement, dated as of _____, 2026, among SCPPA, J. Aron and the PPA Custodian.

"J. Aron" means J. Aron and Company LLC.

"Master Power Supply Agreement" means the Master Power Supply Agreement, dated as of _____, 2026, between Prepay LLC and SCPPA.

"Pasadena Clean Energy Purchase Contract" means the Clean Energy Purchase Contract, dated as of _____, 2026, between SCPPA and Pasadena.

"Pasadena PPA Custodial Agreement" means the Custodial Agreement, dated as of _____, 2026, among Pasadena, J. Aron and the PPA Custodian.

"Percentage of Aggregate Assigned Energy" means the percentage for any Project Participant set forth in Appendix A hereto (as such Appendix A may be revised from time to time by SCPPA to reflect the Project Participants' relative interests in Aggregate Assigned Energy pursuant to Section 3.3 hereof).

"PPA Custodial Agreements" means, collectively, the Issuer PPA Custodial Agreement and the Purchaser PPA Custodial Agreements.

"PPA Custodian" means _____, and any successor as custodian under the PPA Custodial Agreements.

"Prepay Documents" means, collectively, the Clean Energy Purchase Contracts, the Electricity Sale and Service Agreement, the Master Power Supply Agreement and the PPA Custodial Agreements, and each agreement referenced in any of the foregoing that relates to the Project.

"Prepay LLC" means Aron Energy Prepay 51 LLC.

"Project" shall have the meaning set forth in the Recitals.

"Project Participants" shall have the meaning set forth in the Recitals.

"Purchaser PPA Custodial Agreements" means, collectively, the Burbank PPA Custodial Agreement and the Pasadena PPA Custodial Agreement.

"SCPPA Director" means the individual designated by SCPPA to serve as a director on the governing board of Prepay LLC pursuant to its operating agreement.

"Trustee" means _____, and any successor as trustee under the Bond Indenture.

"Vernon Clean Energy Purchase Contract" means the Clean Energy Purchase Contract, dated as of _____, 2026, between SCPPA and Vernon.

The meaning of capitalized terms in this Agreement not otherwise defined in context shall be as defined in each Clean Energy Purchase Contract, which are incorporated herein by this reference.

3. ESTABLISHMENT AND AUTHORIZATION OF PROJECT PARTICIPANTS' JOINT PROJECT COMMITTEE

3.1 The Project Participants' Joint Project Committee is hereby established and authorized to act on behalf of each of the Project Participants for the purposes of (a) providing coordination among the Project Participants in carrying out certain collective actions as set forth in this Section 3, and (b) providing the manner and means for achieving agreement among the Project Participants with respect to such collective actions.

3.2 The Project Participants' Joint Project Committee shall consist of representatives (each a "***Joint Committee Representative***") as follows: (a) a Joint Committee Representative from Burbank, (b) a Joint Committee Representative from Colton, (c) a Joint Committee Representative from Pasadena, (d) a Joint Committee Representative from Vernon, and (g) a non-voting Joint Committee Representative from SCPPA. Each such Joint Committee Representative shall be entitled to cast a vote (a "***Joint Committee Vote***") as follows:

(i) The Joint Committee Representative from Burbank shall be entitled to cast its Joint Committee Vote equal to the Percentage of Aggregate Assigned Energy for Burbank as set forth in Appendix A;

(ii) The Joint Committee Representative from Colton shall be entitled to cast its Joint Committee Vote equal to the Percentage of Aggregate Assigned Energy for Colton as set forth in Appendix A;

(iii) The Joint Committee Representative from Pasadena shall be entitled to cast its Joint Committee Vote equal to the Percentage of Aggregate Assigned Energy for Pasadena as set forth in Appendix A; and

(iv) The Joint Committee Representative from Vernon shall be entitled to cast its Joint Committee Vote equal to the Percentage of Aggregate Assigned Energy for Vernon as set forth in Appendix A.

3.3 SCPPA shall revise Appendix A from time to time to reflect any changes in the Project Participants' Percentage of Aggregate Assigned Energy pursuant to the Prepay Documents. SCPPA shall provide each Project Participant with prompt notice in writing of any revision to Appendix A.

3.4 SCPPA's non-voting Joint Committee Representative shall be the chairperson ("***Chairperson***") of the Project Participants' Joint Project Committee.

3.5 Each of the Parties hereto shall, within thirty (30) days after the Parties have entered into this Agreement, give notice, each to the other, of its Joint

Committee Representative on the Project Participants' Joint Project Committee. An alternate Joint Committee Representative may be appointed to act on behalf of any Joint Committee Representative by similar written notice in the absence of the regular Joint Committee Representative. An alternate Joint Committee Representative may attend all meetings of the Project Participants' Joint Project Committee but may vote only if the Joint Committee Representative entitled to vote and for whom she/he serves as an alternate is absent. Upon any Project Participant providing its written proxy to SCPPA, SCPPA's Joint Committee Representative serving as Chairperson shall be authorized in the absence of such Project Participant to vote by proxy for such Project Participant on the Project Participants' Joint Project Committee. Such a proxy shall be valid only for the meeting or meetings for which it is given.

3.6 The Chairperson shall be responsible for calling and presiding over meetings of the Project Participants' Joint Project Committee. The Chairperson shall promptly call a meeting of the Project Participants' Joint Project Committee at the request of any Joint Committee Representative in a manner and to the extent permitted by law, and upon not less than three (3) days' written notice to the Project Participants unless otherwise agreement among all Joint Committee Representatives. For the purpose of conducting meetings, a quorum shall exist so long as the Chairperson, together with the Joint Committee Representatives entitled to cast Joint Committee Votes (including any SCPPA vote by proxy) aggregating at least

[seventy] percent ([70]%) of the of Joint Committee Votes shall be present. The conduct of Project Participants' Joint Project Committee meetings, including voting at such meetings, may be by assembled meeting or by telephone or video conferencing, or by any combination thereof, to the extent permitted by law.

3.7 Unless all of the Project Participants shall determine otherwise, the actions of the Project Participants' Joint Project Committee shall require the votes by or on behalf of at least [three (3)] Joint Committee Representatives having Joint Committee Votes (including any SCPPA vote by proxy), aggregating at least [seventy] per cent ([70]%) of the total of the Joint Committee Votes.

4. RESPONSIBILITIES OF PROJECT PARTICIPANTS' JOINT PROJECT COMMITTEE

4.1 The Project Participants' Joint Project Committee shall be responsible for determining by a vote of its Joint Committee Votes as provided in Section 3.6 of this Agreement and directing the action to be taken or not taken by SCPPA with respect to the following matters under the Prepay Documents:

(i) Consenting to any amendment, modification or waiver with respect to any Prepay Documents to which SCPPA is a party.

(ii) Allocation of any annual refund received by SCPPA to the Project Participants pursuant to Section 5.12(b) of the Bond Indenture and Section 3.3 of each Clean Energy Purchase Contract.

(iii) Providing administrative services relating to the Project Participants' rights or obligations under their respective Clean

Energy Purchase Contracts, the PPA Custodial Agreements or the Bond Indenture.

(iv) Managing any issue involving performance by Prepay LLC or J. Aron under any of the Prepay Documents.

(v) Determination of any claim of Force Majeure to be asserted by SCPPA under the Master Power Supply Agreement.

(vi) Instructing the SCPPA Director to take any action as a director of the governing board of Prepay LLC.

(vii) Providing accounting and/or administrative services to Project Participants with respect to Renewable Energy Credits associated with the Project, or entering into an agreement with a qualified firm for such services.

(viii) Any other matter or matters with respect to which action is to be taken or not taken by SCPPA pursuant to any Prepay Document or that the Project Participants determine should be considered by the Project Participants' Joint Project Committee for purposes of giving direction to SCPPA.

4.2 Each of the Project Participants agrees that the decision of the Project Participants' Joint Project Committee with respect to each of the matters under Section 4.1 of this Agreement shall be determinative as to such matter and shall constitute the decision of the Project Participants as to such matter for purposes of the Prepay Documents.

5. PROJECT PARTICIPANTS JOINT ACTION

5.1 Except as otherwise provided in Section 4.1 of this Agreement, any action provided for under the any Prepay Document or this Agreement to be taken or agreed to by the Project Participants collectively shall be agreed to by each Project Participant pursuant to a separate authorization for such action by each Project Participant.

6. RESPONSIBILITIES OF SCPPA; PAYMENT OF COSTS

6.1 SCPPA shall have and carry out the following duties and responsibilities under this Agreement:

(i) SCPPA shall comply with the decision of the Project Participants' Joint Project Committee with respect to each matter as provided under Section 4 of this Agreement and shall take or not take such action, as applicable, under the Prepay Documents with respect to such matter in accordance with such decision of the Project Participants' Joint Project Committee.

(ii) Except as provided otherwise under Section 6.1(i) of this Agreement, SCPPA shall, in accordance with the [reasonable] determination by SCPPA as to compliance with its obligations under the Prepay Documents, take (or not take) such actions as are reposed in SCPPA pursuant to the Prepay Documents.

(iii) SCPPA shall promptly provide the Project Participants' Joint Project Committee and each of the Joint Committee Representatives and their designated alternates with any information that may materially affect or which shall have materially affected the matters

referred to in Section 4 or in this Section 6 of this Agreement, and shall provide the Parties with copies of material notices, reports and other materials received by SCPPA from Prepay LLC or J. Aron pursuant to any Prepay Document. SCPPA shall provide the Parties with copies of all such notices, reports and other materials upon reasonable request of a Party.

(iv) SCPPA shall arrange for and provide to the Project Participants' Joint Project Committee any available services as requested by the Project Participants' Joint Project Committee in connection with its consideration of any of the matters referred to in Section 4 of this Agreement.

(v) SCPPA, in performing its activities under this Agreement and the Prepay Documents to which it is a party may use its own employees, equipment and facilities or arrange and reasonably contract for the performance thereof by other entities.

(vi) SCPPA shall prepare and submit to the Project Participants' Joint Project Committee its estimates of costs to be incurred in connection with its performance of activities as SCPPA as provided in Section 4 or pursuant to this Section 6 of this Agreement and under the Power Purchase Agreement.

(vii) SCPPA shall furnish upon request by the Project Participants' Joint Project Committee or any Joint Committee Representative any other reasonable assistance or services and any information reasonably

available pertaining to the matters to be considered by the Project Participants' Joint Project Committee.

(viii) In performing its activities and responsibilities as provided in Section 4 or pursuant to this Section 6 of this Agreement and under the Prepay Documents to which it is a party, SCPPA shall comply with any and all applicable laws and regulations.

6.2 From time to time, SCPPA may submit to each Project Participant a bill for payment by such Project Participant of its proportionate share based on its Percentage of Aggregate Assigned Energy of costs and expenses incurred, by SCPPA. SCPPA shall bill each Project Participant by the fifth (5th) day of a month for any costs and expenses that may have been incurred in the preceding month, but may include other costs and expenses incurred within the preceding ninety (90) days that have not previously been billed to Project Participants. Each Buyer shall pay or cause to be paid the amount of such bill within thirty (30) days after receipt thereof. If a Party fails to pay any such bill when due, interest shall accrue, to the extent permitted by law, at a rate equal to the Default Rate as defined in each Clean Energy Purchase Contract until payment is made. At such reasonable times as shall be requested by any Project Participant, the books and records of SCPPA relevant to its costs and expenses shall be subject to audit by or on behalf of such Project Participant, at such Project Participants' sole cost and expense.

6.3 SCPPA shall not receive any compensation for performance of activities under this Agreement or the Prepay Documents to which it is a party, except

that SCPPA shall be permitted to recoup any reasonable costs and expenses associated with the performance of such activities under the Prepay Documents to which it is a party and hereunder, without markup unless approved in writing by the Project Participants' Joint Project Committee.

7. LIABILITY

7.1 The Parties agree that SCPPA and each Project Participant, and any of their respective past, present or future directors, officers, employees, board members, agents, attorneys or advisors (collectively, the "***Released Parties***"), shall be not liable to any other of the Released Parties for any claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, fines, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever in law, equity, under this Agreement, the Prepay Documents or otherwise (hereinafter "***Claim***" or "***Claims***") suffered by any Released Party as a result of the action or inaction, or performance or non-performance, by any of the other Released Parties under this Agreement or the Prepay Documents, except to the extent a Claim is attributable to the gross negligence or willful misconduct of a Released Party, to be determined and established by a court of competent jurisdiction in a final, nonappealable order (except as may otherwise be agreed by all of the Parties, in writing). Notwithstanding the anything in the foregoing to the contrary, nothing contained in this Agreement shall be deemed to release any Party from its respective obligations under this Agreement or the Prepay Documents to which it is a

party, including such Party's obligation to make payments required under this Agreement or the Prepay Documents to which it is a party. In no event shall the provisions of this Section 7.1 be construed so as to relieve SCPPA from any obligation it may have as a Party to this Agreement or any Prepay Document to which it is a party. It is also hereby recognized and agreed that no officers, employees, board members, agents, attorneys or advisors of any of the Released Parties shall be individually liable in respect of any undertakings by any of the Released Parties under this Agreement or the Prepay Documents.

7.2 The exculpation provision set forth in Section 7.1 hereof shall apply to all types of Claims or actions including, but not limited to, claims or actions based on contract or tort. Notwithstanding the foregoing, a Party may protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of any obligation or duty of any other Party, and SCPPA may enforce by any legal means its right to payment for its costs in accordance with the terms of this Agreement.

8. RELATIONSHIP OF THE PARTIES

8.1 The covenants, obligations and liabilities of the Parties are intended to be several and not joint or collective and nothing herein contained shall ever be construed to create an association, joint venture, trust, partnership or other legal entity, or to impose a trust or partnership covenant, obligation or liability on or with regard to any of the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement.

8.2 This Agreement is solely for the benefit of the Parties hereto. There are no third-party beneficiaries of this Agreement.

9. INDEMNITY AND RELATED MATTERS

9.1 SCPPA shall be entitled to indemnification from the Project Participants as set forth herein. To the extent permitted by law, each Project Participant shall, proportionately in accordance with its Percentage of Aggregate Assigned Energy, defend, indemnify and hold harmless SCPPA and its officers, employees, agents, attorneys and advisors, past, present or future, when acting for SCPPA (collectively, "***SCPPA Indemnitees***"), from and against any and all claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever in law, equity or otherwise (collectively, "***Claims***") arising by reason of any actions, inactions, errors or omissions of SCPPA incident to the performance of this Agreement, except the extent of any Claim is attributable to the gross negligence or willful misconduct of SCPPA or any of SCPPA Indemnitees, as determined and established by a court of competent jurisdiction in a final, nonappealable order. If one or more Project Participants, with SCPPA's consent, shall defend any SCPPA Indemnitee, SCPPA shall approve the selection of counsel, and SCPPA shall further approve any settlement or disposition, such approval not to be unreasonably withheld. For the avoidance of doubt, all payments as and for indemnification by the Project Participants under this Section 9.1, together with any other amount payable

by the Project Participants under this Section 9.1, shall constitute the individual costs of the Project Participants under this Agreement.

9.2 [reserved].

10. DISPUTES

10.1 Dispute or Claim. Any action, claim or dispute which any Party may have against another Party or Parties arising out of or relating to this Agreement or the transactions contemplated hereunder, or the breach, termination or validity thereof (a "Dispute") shall be submitted in writing to the other Parties. The written submission of any Dispute shall include a concise statement of the question or issue in dispute together with a statement listing the relevant facts and documentation that support the claim.

10.2 Good Faith Resolution. The Parties agree to cooperate in good faith to attempt to achieve an expeditious resolution of a Dispute. Pending resolution of a Dispute, unless otherwise provided for under this Agreement, the Parties shall proceed diligently with the performance of their respective obligations pursuant to the terms of this Agreement.

10.3 Informal Negotiation. The disputing Parties shall first attempt in good faith to resolve any Dispute through informal negotiations by the Joint Committee Representatives.

10.4 Arbitration. In the event the disputing Parties are unable to resolve the Dispute through informal negotiations as described above, the disputing Parties may elect to pursue the mediation of the Dispute by a mutually agreeable mediator. If the disputing Parties so choose the Parties may elect to voluntarily pursue arbitration pursuant to the rules of the Judicial

Arbitration and Mediation Service (JAMS) or American Arbitration Association (AAA), or any other method chosen by the disputing Parties, subject to the express prior written agreement of each of the disputing Parties. Such written agreement may include the guidelines agreed upon by the disputing Parties to be followed by such Parties in such arbitration or dispute resolution prior to the commencement of such arbitration. No Party shall be obligated to pursue arbitration over any other method of dispute resolution.

10.5 Litigation Rights. In the event the disputing Parties are unable to satisfactorily resolve the Dispute within thirty (30) days from the receipt of notice of the Dispute, subject to any extensions of time as may be mutually agreed upon in writing, or any arbitration or other agreement, any Party to the Dispute may initiate litigation in a court of law with jurisdiction located in Los Angeles County, California, which shall be the exclusive venue to litigate Disputes.

10.6 No Attorneys Fees. In the event any action is brought at law or in equity in any court or through any alternative dispute resolution process to enforce any provision of this Agreement, or for damages by reason of any alleged breach of this Agreement, the Parties mutually agree that each Party to this Agreement shall bear its own attorneys fees and costs.

11. GOVERNING LAW

This Agreement was made and entered into in the State of California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

12. REPRESENTATION AND NOTICES

12.1 The Parties acknowledge that each Party was represented by counsel in the negotiation and execution of this Agreement, and any uncertainty or ambiguity in this Agreement shall not be interpreted against a Party on the basis that the Party drafted the language, but shall be interpreted according to the application of the rules on interpretation of contracts.

12.2 Any notice, demand, requisition or request shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by overnight delivery service, by registered or certified mail, postage prepaid, or by electronic mail, to the persons specified below:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Executive Director
Telephone: (626) 793-9364
Email: Executive.Director@scppa.org

City of Burbank
_____
_____
Attention: _____
Telephone: _____
Email: _____

City of Colton
_____
_____
Attention: _____
Telephone: _____
Email: _____

City of Pasadena

_____
_____
Attention: _____
Telephone: _____
Email: _____

City of Vernon
_____
_____
Attention: _____
Telephone: _____
Email: _____

13. SEVERABILITY.

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court holds that the provisions are not separable from all other provisions of this Agreement.

14. AMENDMENTS

The Parties acknowledge and agree that any amendment to this Agreement shall be in writing and duly executed by the Parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed on their behalf by their duly authorized representatives.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Dated: _____ By: _____
Title: _____

CITY OF BURBANK

Dated: _____ By: _____
Title: _____

CITY OF COLTON

Dated: _____ By: _____
Title: _____

CITY OF PASADENA

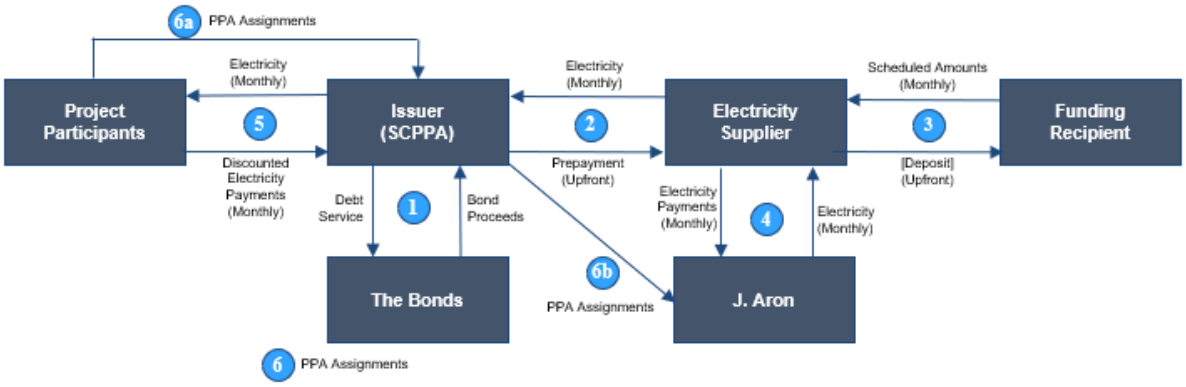
Dated: _____ By: _____
Title: _____

CITY OF VERNON

Dated: _____ By: _____
Title: _____

Appendix A
Percentages of Aggregate Assigned Energy

Flowchart of Prepay Structure



1. **Debt Issuance**: Southern California Public Power Authority ("*SCPPA*") issues the Bonds to fund the prepayment of electric energy, renewable energy, and renewable energy credits (collectively, "*Electricity*"), pay capitalized interest, fund a debt service reserve, fund a commodity reserve, and pay costs of issuance. The Bonds will bear interest at fixed interest rates during the Initial Interest Rate Period.

2. **Prepayment**: SCPPA will apply bond proceeds to prepay Aron Energy Prepay 51 LLC (the "*Electricity Supplier*") for approximately thirty years of Electricity deliveries. Under the Master Power Supply Agreement, the Electricity Supplier will be obligated to (a) deliver Electricity to SCPPA during the Delivery Period; (b) make payments for any Prepaid Electricity not delivered or taken; and (c) make a Termination Payment upon a Termination Payment Event as described herein.

3. **Funding Agreement**: The Electricity Supplier, as depositor, and [FUNDING RECIPIENT], as Funding Recipient (the "*Funding Recipient*"), will enter into [Funding Agreement] (the "*Funding Agreement*") pursuant to which the Electricity Supplier will deposit with the Funding Recipient an amount approximately equal to the proceeds of the prepayment received by the Electricity Supplier under the Master Power Supply Agreement. The Scheduled Amounts payable under the Funding Agreement replicate the Electricity Supplier's monthly Prepaid Electricity purchase obligations during the Initial Reset Period. The Funding Agreement will provide a fixed interest rate for a period equal to the Initial Interest Rate Period on the Bonds and will have a final maturity at the end of such period.

4. **Electricity Supply**: The Electricity Supplier will procure the Electricity from J. Aron & Company LLC ("*J. Aron*"). The Electricity Supplier will enter into a long-term Electricity Purchase, Sale and Service Agreement with J. Aron whereby the Electricity Supplier will purchase Electricity from J. Aron during the Delivery Period that matches the delivery quantities and terms under the Master Power Supply Agreement. The Electricity Supplier will pay for the Electricity monthly in arrears. J. Aron's payment obligations under the Electricity Purchase, Sale and Service Agreement will be guaranteed by GSG.

5. **Project Participants**: Under the Clean Energy Purchase Contracts, SCPPA will sell to the Project Participants the prepaid Electricity delivered by the Electricity Supplier ("*Prepaid Electricity*") at the Contract Price. The amount of Prepaid Electricity delivered to each Project Participant in each month and under each Assigned PPA will be limited to a specified quantity (the "*Assigned Prepay Quantities*"). So long as sufficient Assigned PPAs are assigned to J. Aron, the Project Participants must pay for all Electricity actually delivered under the Clean Energy Purchase Contracts, provided that if neither a

Project Participant nor SCPPA has requested the respective Prepaid Electricity be remarketed, and if the amount of Electricity actually delivered to the Project Participant is less than the scheduled Prepaid Electricity, the Electricity Supplier must sell the quantity of Electricity not delivered in a private business sale and in turn make a cash payment to SCPPA, subject to the terms of the Master Power Supply Agreement and the respective Clean Energy Purchase Contract. The amounts payable by the Project Participants and the Electricity Supplier are calculated to provide sufficient revenues (together with investment income from the Debt Service Account) to enable SCPPA to make the required scheduled deposits to the Debt Service Account.

6. **Assigned PPAs**: The Project Participants expect to initially assign certain rights, title and interest as purchaser under certain power purchase agreements (each an "*Initially Assigned PPA*") to SCPPA, which SCPPA will immediately assign to J. Aron, which are anticipated to be in effect for the entire Initial Interest Rate Period. J. Aron will use all of the Electricity delivered under the Initially Assigned PPAs to meet its obligation to deliver Electricity under the Electricity Purchase, Sale and Service Agreement for ultimate delivery to the respective Project Participants. If in any month Electricity actually delivered to a Project Participants exceeds the respective Assigned Prepay Quantity, the Project Participant will not receive a discount for such excess Electricity, and payments made by the Project Participant to SCPPA for such excess Electricity will not be pledged to the Trust Estate. Through this structure, the Project Participants anticipate being able to procure long-term clean energy supplies at favorable prices.

The Initially Assigned PPAs will initially provide all the Electricity to be purchased by the Project Participants under the Clean Energy Purchase Contracts. The Contract Price the Project Participants will pay SCPPA for Prepaid Electricity delivered from the Initially Assigned PPAs will correspond to the fixed price for Electricity otherwise due under the Initially Assigned PPAs, less a discount. While all Prepaid Electricity is being delivered under the Initially Assigned PPAs, the Commodity Swaps described below will remain dormant and no cash flows will be exchanged thereunder, which, as explained above, is the expectation for the Initial Interest Rate Period. Upon the expiration or termination of an Initially Assigned PPA, the respective Project Participant is obligated to use Commercially Reasonable Efforts to assign replacement power purchase agreements to SCPPA, for further assignment to J. Aron (the "*Future Assigned PPAs*," and together with the Initially Assigned PPAs, the "*Assigned PPAs*"). For any Prepaid Electricity delivered from a Future Assigned PPA, a Project Participant will pay SCPPA the Contract Price under the respective Clean Energy Purchase Contract based on a market-based index price, less a discount.

Commodity Swaps: Cash flows under the SCPPA Commodity Swap will remain inactive while all Prepaid Electricity is being delivered pursuant to the Initially Assigned PPAs, which is the expectation for the Initial Reset Period.

As described under "Assigned PPAs" above, the Project Participants will pay SCPPA a market-based index price for Prepaid Electricity delivered under any Future Assigned PPA. In addition, the Master Power Supply Agreement and the Clean Energy Purchase Contracts provide that if at any time a Project Participant does not have in effect sufficient Assigned Prepay Quantities, it may request or may be deemed to request the Electricity Supplier to remarket such portion of the Prepaid Electricity to another purchaser, and the Electricity Supplier will remarket such power on behalf of SCPPA. In order to convert any variable market proceeds that SCPPA receives, either from remarketing proceeds or

from payments by the Project Participants for Prepaid Electricity delivered under any Future Assigned PPA, into fixed amounts corresponding to the fixed debt service obligations on the Bonds, SCPPA will enter into a commodity price swap (the "*SCPPA Commodity Swap*"). The Electricity Supplier will enter into a mirror swap with the Commodity Swap Counterparty to meet its requirements for market-referenced pricing to fulfill its delivery obligations. See "THE MASTER POWER SUPPLY AGREEMENT – *Electricity Remarketing*" herein for further details on the timing, triggers and process of electricity remarketing.

STAFF REPORT

MANAGEMENT SERVICES

DATE: January 27, 2026

TO: Justin Hess, City Manager

FROM: Betsy McClinton, Management Services Director
BY: Julie Chaidez, Human Resources Manager

SUBJECT: Approval of a Three-Year Professional Services Agreement with Civic Calling Corporation DBA Holly, Inc., an AI-Powered Platform for Job Classification Analysis and Compensation Benchmarking

RECOMMENDATION

Approve a Three-Year Professional Services Agreement (PSA) between the City of Burbank and Civic Calling Corporation DBA Holly, Inc. ("Holly"), an AI-Powered Platform for Job Classification Analysis and Compensation Benchmarking, in an amount up to $123,636, in accordance with the standard terms and conditions contained in the proposed PSA (Attachment 1).

BACKGROUND

The City manages over 500 job classifications across multiple departments, many of which have evolved over time in terms of duties, responsibilities, and functional requirements. Some job specifications are outdated or inconsistent with actual duties, which can complicate recruitment, compensation, and classification decisions.

As a public agency, the City must comply with state and federal employment laws, including the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). Job specifications and classification structures are essential to support defensible employment decisions, reasonable accommodation determinations, and overall workforce management.

Burbank City Council's adopted financial policy to "recruit and retain a qualified workforce and pay at an average of market," underscores the City's commitment to competitive

compensation and strategic workforce planning. This policy has driven union negotiations and increased staff workload by requiring the City to provide data and analysis to support discussions on establishing market-aligned pay.

DISCUSSION

The proposed three-year agreement with Holly would provide the City with a public-sector–focused, AI-enabled platform to support the efficient modernization and standardization of the City's job classifications. Given the size and complexity of the City's classification system, this work is challenging to accomplish efficiently through manual processes alone. Holly supports job classification analysis, job specification modernization, and compensation benchmarking, ensuring the City maintains accurate, consistent, and current job specifications across departments.

Drawing on data from more than 45,000 government roles, the platform analyzes actual job duties to generate standardized, peer-informed job specifications and market-aligned classification insights. This approach improves accuracy and consistency, accelerates analysis, and streamlines staff effort, allowing City staff to focus on higher-level strategic workforce planning rather than time-intensive data compilation.

Specifically, Holly will provide professional services and the AI-powered platform to update market-ready class specifications; deliver transparent, continuously refreshed compensation benchmarks; and conduct series, flight, and internal equity analyses. The platform also supports automated policy and compliance reviews, document management, and audit-ready workflows, while maintaining City data ownership and security. Holly will provide implementation support, training, change management, and ongoing technical support to ensure effective adoption and alignment with the City's labor relations, recruitment, and fiscal objectives.

Key benefits of the Holly platform include:

- **ADA/FEHA Compliance**: Modernized job specifications clearly identify essential functions and physical requirements, strengthening the interactive process, reasonable accommodation determinations, and the City's ability to make defensible employment decisions.

- **Recruitment and Retention**: Market-based compensation benchmarking supports the City Council's financial policy and commitment to competitive pay practices by aligning classifications with comparable public agencies, improving workforce planning and employee retention. Modern job descriptions enhance the City's market position as an employer of choice.

- **Bargaining and Market Alignment**: Standardized job specifications and consistent market data support more efficient labor negotiations and promote equity and consistency across classifications.

Engaging Holly presents a strategic opportunity for the City to modernize classification and compensation systems, enhance recruitment and retention, and reduce compliance and administrative risk — while aligning with market practices and public-service standards. Because Holly's services improve classification accuracy, support defensible compensation decisions, and reduces administrative burden, this agreement is fiscally prudent and may yield cost-savings or avoid unbudgeted liabilities over time.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and such as, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs §15378.

FISCAL IMPACT

The fiscal impact of the proposed agreement with Holly will not exceed $123,636 over the full three-year contract term. Sufficient funds are available in the FY 2025-26 Adopted Budget to cover the first-year cost of $40,000. No additional budget appropriation is required. Future years' funding will be incorporated into the Five-Year Financial Forecast.

CONCLUSION

Staff recommends that the Council approve a three (3) year PSA with Civic Calling Corporation DBA Holly, Inc. ("Holly"), an AI-Powered Platform for Job Classification Analysis and Compensation Benchmarking, in an amount up to $123,636, in accordance with the standard terms and conditions contained in the proposed PSA (Attachment 1).

ATTACHMENT

Attachment 1 – 3-Year PSA with Holly

Attachment 1

PROFESSIONAL SERVICES AGREEMENT

by and between

THE CITY OF BURBANK

and

CIVIC CALLING CORPORATION DBA HOLLY

dated as of January 1, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this 1st day of January, 2026 (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **CIVIC CALLING CORPORATION DBA HOLLY** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

City and Consultant agree as follows:

1.0 Services. Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the "Scope of Services" set forth on Exhibit A to this Agreement (the "Scope of Services"). The initiation of service by the Consultant should not commence until all of the following conditions have been satisfied:

(a) Consultant has furnished all of the insurance documents required by Section 10.0 below; and

(b) Consultant has furnished any required supporting documentation required by Sections 16.0 below.

(c) Consultant shall perform each service within the Scope of Services only to the extent of the specific written authorization or notice to proceed provided by the City Project Manager, which shall direct the Consultant to proceed with the services listed in the Scope of Services, or any portion therein. To the extent that the Scope of Services involves more than one service, Consultant shall only be entitled to payment for services upon City Project Manager's written authorization or notice to proceed with such service. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the City Project Manager. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless City and Consultant have agreed in writing before the performance of extra services that are beyond the Scope of Services,

City shall have no liability for such extra services and Consultant shall have no right to claim compensation for such extra services or expenses. The applicable hourly rates for authorized extra services shall be at the hourly rates set forth in the Schedule of Compensation (Exhibit B) unless otherwise agreed to by the parties in writing.

2.0 Term of Agreement; Termination.

2.1 Term. The term of this Agreement is from the Effective Date until December 31, 2028; provided, however, that the term of this Agreement may be extended by written amendment executed by authorized representatives of each of the Parties or may be earlier terminated as provided in Section 2.2 below (the "Term").

2.2 Termination by City. The City may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Consultant thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.

2.3 Effect of Termination. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) days following submission and approval of a final invoice by Consultant unless termination is for cause. In the event that such termination was for cause, Consultant shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the City to the Consultant under this Agreement shall not exceed the sum of $40,000 for year one, $41,200 for year two, and $42,436 for year three (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Consultant shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Consultant unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

4.1 The staff person designated by Consultant to be the primary point of contact (the "Representative") for day-to-day performance of this

Agreement shall be:

Brendan Hellweg
President
443 Broadway 2nd Floor #1295
New York, NY 10013
(413) 552-9365
Brendan@hollygov.com

Representative shall be a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, City on the progress of the work. The Consultant may, from time to time, remove or replace the Representative designated in this Agreement only with prior written consent by the City's Designated Official.

4.2 The services to be performed by Consultant shall be accomplished under the general direction of, and coordination with, the staff person designated by the City serving as the project manager (the "City Project Manager"). The City Project Manager designated by the City for day-to-day administration of this Agreement shall be:

April Rios
Human Resources Manager
301 East Olive Avenue, Suite 100
Burbank, CA 91502
ARios@burbankca.gov

The City may, from time to time, remove or replace the City Project Manager designated in this Agreement by written notice to Consultant. The City Project Manager has no authority to execute any amendments, consents or waivers on behalf of the City.

4.3 With respect to matters that extend beyond the day-to-day administration of this Agreement, the City designates the Betsy McClinton, Management Services Director (the "Designated Official") to handle such matters.

(818) 238-5026
EMcClinton@burbankca.gov

5.0 <u>Invoicing and Payment</u>. Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form reasonably satisfactory to the City Project Manager. Invoices shall be made no more frequently

than on a monthly basis and no less frequently than every 60 days, and shall describe in reasonable detail the work performed (including a list of hours worked by personnel classification) together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after City's approval of such invoice.

6.0 **Standard of Skill.** Consultant, and Consultant's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Consultant shall be with the degree of skill and diligence normally practiced in the industry for which Consultant is being retained by the City. To the extent that Consultant's industry is subject to guidelines, rules or other standards, Consultant shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Consultant's work by the City shall not operate as a release of the Consultant from such standard of care and workmanship.

7.0 **Independent Contractor.** Consultant is retained and engaged by the City only to the extent set forth in this Agreement, and the Consultant's relationship to the City is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for City's officers or employees. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Consultant (including any of its officers, employees or other agents) of its obligations under this Agreement. Consultant has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.

8.0 **Hold Harmless and Indemnity.** Consultant shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. To the fullest extent provided by law, Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work

required under this Agreement.

8.2 Defense and Indemnity. Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Consultant of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

8.3 No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.0 below.

9.0 Correction or Re-Performance of Work. If City believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, City may deliver notice to Consultant. Such City's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon City's sole discretion, may also make a request for Consultant to re-perform the services. If City requests Consultant to re-perform services, Consultant shall promptly re-perform the services at no additional cost to City in a reasonably timely manner. Should Consultant fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Consultant hereunder or charged to Consultant with such amounts to be paid by Consultant within thirty (30) days of receipt of such invoice.

10.0 Insurance.

10.1 Insurance Coverage. Consultant shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as

attached to this Agreement as Exhibit C.

10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Consultant under this Agreement, Consultant shall provide the City with copies of certificates (on an Accord form as modified per City direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the City, Consultant shall deliver a copy of its insurance policies.

10.3 Failure to Maintain Insurance. If Consultant receives a cancellation notice of any insurance required by this Agreement, Consultant shall, within one day of receipt, forward said notice to City Project Manager. If Consultant at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

11.0 Work Product.

11.1 Deliverables. Consultant shall deliver to the City the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The City may also request, and Consultant shall provide to City, copies of all other information developed in the course of the Consultant's performance of this Agreement. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all Work Product produced by the Consultant. Consultant represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

11.2 Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

12.0 Confidentiality.

12.1 Non-Disclosure Exemptions. Consultant may be granted access to

information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in the California Public Records Act.

12.2 Confidentiality Obligation. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Consultant has secured such customer's express, written consent to release of such customer's information, (c) any information classified by City as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by City until City has advised Consultant in writing that such information may be released.

13.0 Acceptance of Final Payment by Consultant. The acceptance by Consultant of the final payment made under this Agreement shall release City from all claims and liabilities for compensation to or for the benefit of Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, agents, subcontractors and subconsultants for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Consultant; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, agents, subcontractors and subconsultants.

14.0 Records. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City, the Designated Official or the City Project Manager. Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services.

All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Consultant shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 Conflict of Interest. Consultant agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Consultant represents and warrants that it is unaware of any City employee or official that has a financial interest in Consultant's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer or accept any financial interest in Consultant's business by any City employee or official.

16.0 Payee Registration Form. City shall provide a Payee Registration Form to Consultant and Consultant shall deliver a completed registration form to the City. Consultant acknowledges that this form is necessary for the City to process any payment for services hereunder.

17.0 Non-Appropriation of Funds. Payments due and payable to Consultant for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

18.0 Compliance with Laws. Consultant agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

18.1 Permits and Licenses. Consultant, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18.2 Anti-Terrorism Laws; Sanctions. The Consultant represents and warrants that:

(1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of

Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism);

(2) it does not engage in any dealings or transactions with any such persons described above; and

(3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

19.0 **Meet and Confer**. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

20.0 **Waiver; Remedies Cumulative.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

21.0 **Integrated Agreement; Construction.** This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between

the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

22.0 **Amendment; Modification.** This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

23.0 **Assignment.** This Agreement is personal to the Consultant and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Consultant is voidable in the City's sole discretion.

24.0 **Use of the Term "City."** Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25.0 **Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

26.0 **Execution Counterparts.** This Agreement may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Agreement with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Agreement by a Party, and transmitted electronically as described in this Section to the other Party.

27.0 **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

28.0 **Survival.** The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

29.0 **Notices.** Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO CITY:

The City of Burbank
Management Services Department
Attention: April Rios
301 East Olive Avenue, Suite 100
Burbank, CA 91502
ARios@burbankca.gov

With a copy to:

The City of Burbank
Management Services Department
Attention: Betsy McClinton
301 East Olive Avenue
Burbank, CA 91502
EMcClinton@burbankca.gov

TO CONSULTANT:

Civic Calling Corporation DBA Holly
Attention: Brendan Hellweg
443 Broadway 2nd Floor #1295
New York, NY 10013
Brendan@hollygov.com

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

30.0 **Safety Requirement.** To the extent that Consultant performs any work on premises owned or leased by the City, the Consultant agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to

provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, should immediately be reported to the City Project Manager.

31.0 Copyright. In the event Consultant creates an original work product as part of the Scope of Services ("work product"), Consultant agrees that work product is a work made for hire. Consultant acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for–hire as defined in 17 U.S.C. 101, then Consultant hereby transfers any and all interest of the copyright(s) in the work product to City. This transfer and assignment are irrevocable and in perpetuity.

Further, Consultant represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to City prior to the completion of the Scope of Services. Consultant indemnifies and defends City as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Consultant agrees to provide all log-in credentials for social media and other on-line electronic platforms to City within ten (10) days of establishing same, which shall allow City at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should City choose to do so. In any event, upon the conclusion of Consultant's services, Consultant shall no longer utilize any log-in credentials or electronic on-line platforms.

32.0 Prevailing Wages. To the extent that the Consultant performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Consultant agrees that it shall comply with this Section. The Consultant, and any subcontractor or subconsultant working on behalf of the Consultant with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Consultant shall comply with all other requirements applicable to

Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Consultant must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than $25,000.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"CONSULTANT"
Civic Calling Corporation DBA Holly

Signature

Brendan Hellweg

President

If Consultant is a corporation or LLC, a second signature is required:

Signature

Name (Please Print)

Title

"CITY"
City of Burbank

Signature

Betsy McClinton

Management Services Director

ATTEST:
Office of the City Clerk

Kimberley Clark, City Clerk

Approved as to Form
Burbank City Attorney's Office

By:

Signature

Jina Oh

Chief Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

Consultant shall perform the following services for the benefit of the City:

A. Partnership Purpose

Holly will provide the City with an AI-powered Job Design Platform and accompanying professional services to:

1. Modernize and maintain the City's ~535 classifications +/- 25% with updated, market-ready specifications that address ADA/FEHA considerations and accessible language.
2. Deliver continuously refreshed, similarity-scored compensation benchmarks (refreshed quarterly and on-demand) to support labor negotiations, talent acquisition, and fiscal stewardship, with full transparency and explainability.
3. Automate and support compliance and policy checks—including FLSA exemption, ADA/FEHA reasonable accommodation, driver-license requirements, skills-based hiring opportunities, and EEO-4 classification—while enabling early detection of internal equity and compression risks (including within-series and cross-unit scenarios).

B. Services & Deliverables

Modern Classification

- **Market-Ready Class Specs** – Identify outdated duties and minimum qualifications; produce modernized drafts with tracked redlines and clear sourcing for bargaining support.
- **AI-Driven Mapping & Similarity Scoring** – Map each City classification to at least three comparator specifications across 11 identified survey agencies, scoring for both external matches and internal merge/split opportunities.
- **Series & Flight Analysis** – Predefine and confirm classification progressions (e.g., entry → management → executive) to support compression monitoring across labor groups.
- **Spec Workflow** – Draft, edit, merge, route, and approve updated specifications within the Platform, with version control and audit history preserved.
- **Document Ingestion** – Parse position-description surveys, agency drafts, MOUs, and meet-and-confer documents to integrate approved changes into specs.

Modern Compensation

- **Benchmark Library** – Maintain salary data for all mapped classes, sourced from identified comparators and refreshed quarterly (by the 15th calendar day) or on-demand ahead of negotiations.
- **Custom Benchmarking** – Allow multiple comparator sets for different employee groups; flag internal equity/compression issues in real time, including within-series and manager–subordinate relationships.
- **Negotiation-Ready Reporting** – Produce redline-ready exports, council-ready salary recommendation reports, and side-by-side comparator justifications.

Policy & Compliance Analysis

- **On-Demand Compliance Reporting** for:
  - FLSA exemption status
  - ADA/FEHA accommodation considerations (including driver-license needs)
  - Skills-based-hiring opportunities
  - EEO-4 classification recommendations
- **Custom Analyses** – Identify additional automated assessments during implementation site visit; deploy within the term at no added cost.
- **MOU Repository (Q4 2026)** – Searchable database of premiums, allowances, and scheduled increases, with citations linking directly to source pages.

Holly Platform and Work Product: For purposes of this Agreement, "Work Product" means all reports, analyses, specifications, data visualizations, and other tangible materials generated by the Holly Platform for the City during the Term. Notwithstanding the foregoing, Work Product expressly excludes the Holly Platform itself, including without limitation its software, source code, algorithms, databases, user interface, documentation, and any derivative works thereof, all of which constitute the exclusive intellectual property of Holly.

C. Platform, Security, & Access

- Unlimited user seats with role-based permissions and SSO.
- ≥ 99.5% monthly uptime; U.S. data residency; daily encrypted backups (30-day retention).
- Audit logs preserved ≥ 3 years.
- City retains all data ownership; Holly to destroy City data upon request at or after service conclusion, with written confirmation.
- Holly will not collect or store City Personally Identifiable Information (PII).

D. Training & Change Management

1. **Kick-off / Data Alignment** – Confirm comparator list(s), gather City-provided data (class specs, salary schedules, MOUs, org charts).
2. **Implementation Site Visit (3 days)** – On-site sessions to unveil initial benchmarks and spec analyses, confirm series/flight assignments, and identify additional high-value analyses (e.g., EEO-4).
3. **End-User Training** – Targeted remote sessions for spec editing, benchmarking, and reporting workflows.
4. **Playbooks** – PDF quick-start guides for core workflows.
5. **Office Hours** – Biweekly 30-minute virtual drop-ins during initial intensive-use phase; weekly thereafter if desired.
6. **Improvement Meetings** – Monthly 45-minute leadership reviews to track progress, remove roadblocks, and guide feature rollouts.
7. **Semiannual Site Visits** – Check-ins for advanced training, workflow optimization, and roadmap alignment.

E. Implementation Schedule

- **Agreement Execution / Kick-off** – Targeted for January 2026.
- **Baseline Data Processing & Audit** – Within 10 business days of data receipt.
- **Implementation Site Visit & Platform Onboarding** – Within 4 weeks of kickoff.
- **High-Priority Pre-Negotiation Support** – Identify and address select classifications; full class/spec sequencing may begin later in year per City bandwidth.
- **Ongoing Service & Enhancements** – Quarterly refreshes; on-demand off-cycle updates for negotiation prep.
- **Renewal Review** – 60 days before contract end.

F. Support & Escalation

- **Critical (system down)** – Response: 2 hours; Resolution: 24 hours (24×7).
- **High (workflow blocked)** – Response: 4 hours (M–F, 8am–8pm PT); Resolution: 2 business days.
- **Normal (how-to / cosmetic)** – Response: 1 business day; Resolution: 5 business days.

G. City of Burbank Responsibilities

1. Provide current class specs, salary schedules, MOUs, and org charts within 10 business days of request.
2. Furnish comparator agency list(s) and indicate any group-specific variations.
3. Assign a Project Lead with day-to-day decision authority.
4. Review and provide timely feedback on proposed benchmarks, spec drafts, and merge/split proposals.
5. Ensure relevant staff availability for training, reviews, and approvals.

H. Assumptions & Constraints

- Baseline class count: ~535 classifications, +/- 25%.
- Comparator agency list: ≤ 20 total agencies; changes no more than quarterly.
- New features released to comparable customers during term included at no additional cost.

All deliverables provided under this Agreement shall be in form and substance reasonably satisfactory to City.

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services and must be preapproved by the City.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

Lump Sum:
The City shall pay for the services on an annual lump sum basis. Consultant shall invoice the City after all services set forth in Exhibit A have been fully performed annually and all deliverables have been accepted by the City.

Billing Date	Service Fee	Components
January 1, 2026	$40,000	
January 1, 2027	$41,200	3% CPI applied
January 1, 2028	$42,436	3% CPI applied

EXHIBIT C
INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability**: Insurance Services Office Form CG 00 01 covering commercial general liability insurance ("CGL") on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **$2,000,000**.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant's profession ("E&O Insurance"), with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law.

Claims Made Policies. For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The "Retroactive Date" must be shown, and must be before the Effective Date.

2. Insurance must be maintained and evidence of insurance must be

provided *for at least three (3) years after completion of the work required under the Agreement.*

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Agreement Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. **City shall inform Consultant if such insurance is required.**

Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant's Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than **$1,000,000** per claim or occurrence and **$2,000,000** aggregate per policy period of one year. **City shall inform Consultant if such insurance is required.**

STAFF REPORT

POLICE DEPARTMENT

DATE: January 27, 2026

TO: Justin Hess, City Manager

FROM: Rafael Quintero, Chief of Police
VIA: Viviana Garzon, Police Administrator
BY: Jackie Montes, Administrative Analyst I

SUBJECT: Acceptance of a Donation of Gym Equipment Valued at $77,064 from the Burbank Police Foundation for the Burbank Police and Fire Departments Training Gym

RECOMMENDATION

Accept a donation of new gym equipment valued at $77,064 from the Burbank Police Foundation for use by the Police and Fire Departments and authorize the City Manager or designee to take any necessary action to effectuate the transfer of the donation (Attachment 1).

BACKGROUND

The Burbank Police and Fire Headquarters training gym has operated since 1998 and serves as an important wellness resource, supporting first responders in maintaining the physical fitness necessary to serve the community safely and effectively. The facility offers treadmills, weights, and squat racks, and is accessible to all Police and Fire employees.

The Burbank Police Foundation (BPF) is a non-profit 501 (c)(3) community-based organization established in 2013 with the mission of strengthening public safety in Burbank by supporting the Burbank Police Department (Department) and fostering community partnerships. BPF is governed by a board comprised of Burbank residents, business leaders, and active or retired members of the Department, reflecting local investment in the city's safety and quality of life. BPF has historically provided financial support for initiatives not otherwise funded through the department budgets, supported

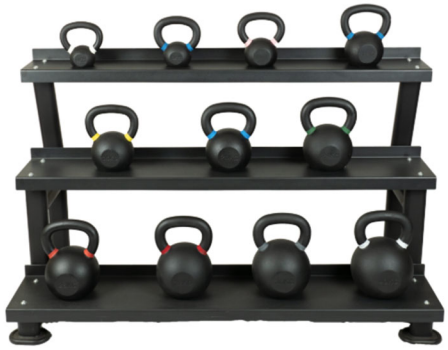
education and public safety programs, recognized youth achievement through the Matthew Pavelka Scholarship Award, and led community outreach efforts that promote meaningful connections between the Department and the community. In 2025, BPF elected to donate gym equipment to the City of Burbank for use in the Police and Fire Departments Training Gym. This donation aligns with BPF's long-standing mission to fund resources that directly improve officer wellness and operational readiness.

DISCUSSION

The training gym is accessible to Police and Fire personnel 24 hours a day, seven days a week, and is utilized by more than 350 employees. The gym is an important wellness resource that supports the physical and mental readiness of first responders and encourages collaboration, camaraderie, and peer support between the Police and Fire Departments. Given the high volume of use, the facility requires updated and additional equipment to adequately meet current and ongoing demand. BPF is donating gym equipment valued at $77,064. The donation includes weightlifting equipment, leg machines, and cardio machines, which will significantly enhance the gym's capacity and functionality.







In accordance with the City's Administrative Procedure VI-12, *Contribution of Merchandise or Money to City Departments*, all contributions of merchandise valued at $5,000 or more must be formally accepted by City Council.

ENVIRONMENTAL REVIEW

Approval to accept this donation has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

The fiscal impact of this donation will include ongoing maintenance and any necessary repairs of the donated gym equipment. These costs are expected to be minimal and will be absorbed within the existing budget for gym equipment maintenance. The equipment

is anticipated to have a useful life of approximately eight to ten years before replacement is required.

CONCLUSION

The Burbank Police Foundation's donation will support the continued operation of the Police and Fire Department's training gym. The donated equipment will enhance operational readiness by providing equipment that ensures personnel are prepared to respond effectively, safely, and professionally to the needs of the Burbank community.

ATTACHMENT

Attachment 1 – Donation and Indemnity Agreement

DONATION AND INDEMNITY AGREEMENT

1. IDENTIFICATION

THIS DONATION AND INDEMNITY AGREEMENT ("Agreement") is entered into by and between the **City of Burbank,** a California municipal corporation ("City"), and **Burbank Police Foundation** ("Donor"), as of this _____day of _____, 2026.

1.1 The Burbank City Council has formally accepted a Donation of new gym equipment valued at $77,064.00 from the Burbank Police Foundation for the Burbank Police and Fire Departments Training Gym.

NOW, THEREFORE, and in consideration of the mutual covenants and conditions herein contained, City and Donor agree as follows:

2. DONATION

2.1 **Donation:** Donor will donate gym equipment as set forth in Exhibit A for use by the Burbank Police and Fire Department personnel at the Burbank Police and Fire Headquarters located at 200 North Third Street, Burbank, CA 91502, with an estimated total value of $77,064.00.

3. DONOR OBLIGATIONS

3.1 The Donor shall be responsible for the purchase, assembly, transportation, and delivery of the gym equipment as described under Donor obligations below.

3.2 The Donor shall be responsible for all of its equipment and personal property used or maintained on City premises during the purchase, installation, or delivery of the Donation, and releases the City from any liability for either loss of, or damage to, such equipment or personal property.

3.3 The Donor agrees to indemnify and hold harmless the City, its officers, directors, employees, and agents (collectively referred to as the "Indemnified Parties"), from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any act or omission of the Donor or any of its agents or employees that result in bodily injury, property damage, or other harm to any third party as a result of the assembly, transportation and delivery of the gym equipment.

3.4 Condition of the Gym Equipment: The Donor represents and warrants that

the Donation, once accepted, is in new condition and free from any defects or damage that would affect its value, quality, or use by the City. The Donor agrees to provide the City with any documentation related to the Donation, including manuals, manufacturer warranties, and maintenance requirements.

3.5 Use and Display of Donation: The Donor acknowledges that the City will have full control over the use and display of the Donation, at the Police and Fire Headquarters, and for use by Police and Fire personnel.

3.6 Defense, Indemnification and Hold Harmless: The Donor agrees to indemnify and hold harmless the City, its officers, directors, employees, and agents (collectively referred to as the "Indemnified Parties"), from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any act or omission of the Donor or any of its agents or employees that result in bodily injury, property damage, or other harm to any third party.

3.7 Release of Ownership Rights: Upon the delivery and acceptance of the Donation, the Donor shall forever release any rights, claims of interest, or payments for said Donation to the City. The Donor shall have no right to view, alter, or repair any portion of the Donation without obtaining advanced written approval from the Chief of Police.

4. CITY OBLIGATIONS

4.1 City shall accept the Donation provided by Government Code sections 37354 and 37355 and the City's Administrative Procedure V1-12 *Contribution of Merchandise or Money to City Departments.*

4.2 City agrees to provide Donor with any reasonable documentation requested by Donor to support its application for a tax deduction for its donation to the City under this Agreement.

4.3 Upon Donor's request, City shall recognize Donor in publicity, news releases, printed matter, and other public information regarding the Donation.

4.4 If the City, at any time after the acceptance of the Donation, determines that any or all of the Donation is no longer needed, is in disrepair, or no longer useful to the City, the City may, with no advanced notice to Donor, discard all or part of the Donation.

4.5 Maintenance: The City will be responsible for the routine maintenance, and repair of the gym equipment that results from the normal operation of the gym equipment. The City will also be responsible for the repair of the gym equipment for any damage caused by the negligence of the operator of the gym equipment.

4.6 Indemnification and Hold Harmless: Upon completion of the Donation by the Donor, and approval of the Donation by the City, the City shall release the Donor from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in

connection with the Donation that result in bodily injury, property damage, or other harm to any third party.

4.7 Conservation, Maintenance, Repair, and Replacement: The City will be responsible for the conservation, maintenance, and repair of the equipment provided by the Donation.

4.8 All donated equipment, once the Donation is accepted by and delivered to, the City, shall be the exclusive property of the City.

5. NOTICES

Any notices required by this Agreement shall be sent to:

If to City:

City of Burbank
Attn: Rafael Quintero, Chief of Police
200 North Third Street
Burbank, California 91502

Telephone: (818) 238-3200
Facsimile: (818) 238-3229

If to Donor:

Burbank Police Foundation
PO Box 4069
Burbank, California 91503

Telephone: (818) 237-9032
Facsimile: N/A

With a courtesy copy to:

City of Burbank
City Attorney
275 East Olive Avenue
Burbank, California 91502

Telephone: (818) 238-5700
Facsimile: (818) 238-5724

6. EXECUTION COUNTERPARTS

This Agreement may be executed in counterparts, and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding, and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Agreement with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Agreement by a Party and transmitted electronically as described in this Section to the other Party.

7. INTEGRATION

This instrument constitutes the entire Agreement between City and Donor with respect to the Donor's donation described herein. No other prior oral or written agreements are binding upon the parties. Any amendments to this Agreement shall be effective only if made in writing and executed by both City's representative and Donor.

TO EFFECTUATE THIS AGREEMENT, the City has caused its duly authorized representative to execute this Agreement on the dates set forth below. Donor makes this contract, if at all, by making the donation specified in Section 3.

"DONOR"
Burbank Police Foundation

Signature

Name (Please Print)

Title

If Donor is a corporation or LLC, a second signature is required:

Signature

Name (Please Print)

Title

"CITY"
City of Burbank

Signature

Name (Please Print)

Title

ATTEST:
Office of the City Clerk

Kimberley Clark, City Clerk

Approved as to Form
Burbank City Attorney's Office

By: _____
Jina Oh, Chief Assistant City Attorney

- 1 Escape Fitne ... LIFTPLAT4 Escape Lift Zone/79" x 79"x1 .5"
- 2 Fitness Produ ... FPD-RBHX-5-50 Rubber Hex Dumbbell Set (5lb-50lb)
- 1 Fitness Produ ... FPD-RBHX-55-100 Rubber Hex Dumbbell Set (55lb-100lb)
- 2 York Barbell 34076 105 lb Rubber Hex w/ Chrome Ergo Handle
- 2 York Barbell 34077 110 lbs. YORK Rubber Hex w/ Chrome Ergo Handle
- 2 York Barbell 34078 115 lb Rubber Hex w/ Chrome Ergo Handle
- 2 York Barbell 34079 120 lb Rubber Hex w/ Chrome Ergo Handle
- 2 York Barbell 34080 125 lb Rubber Hex w/ Chrome Ergo Handle
- 1 TAG Fitness RCK-MEGA TAG MEGA 3 Tier Horizontal Dumbbell Rack
- 1 TAG Fitness RCK-HDR54 TAG Dumbbell Rack (Holds 5-60 or 65-1 0Olb)
- 1 Fitness Produ ... FPD-HDR80/81 3 Tier Tray Dumbbell/Kettlebell Rack
- 1 Precor USA FTS GLIDEBLACK FTS Glide Black Pearl, Black Weight Plates
- 1 Misc. Items Leg Press Hack Squat (Black) (400698)
- 1 Precor USA DPL540 - BP/BLK Precor Discovery Plate-Loaded Chest Press (Black Pearl
- 1 Precor USA DPL309 - BP/BLK Precor Discovery Plate-Loaded Seated Row (Black
- 1 Precor USA C026BP Pulldown / Row {Black Pearl}
- 1 Precor USA C015BP Rear Delt / Pee Fly (Black Pearl)
- 1 Precor USA C027BP Leg Extension/Curl {Black Pearl}
- 1 Fitness Produ ... FPD-HR-M35 FPD Half Rack, includes: J-Hooks, battle rope hook, landmine attachment, original pull up bar with rock grips and TRX hook, spotter arms, plate storage, and one barbell storage.
- 1 Fitness Produ ... FPD-355-DPA Dip Attachment for Power Rack/Half Rack
- 1 Precor USA DPL802 - BP Precor Discovery Plate-Loaded Smith Machine (Black
- 1 Fitness Produ ... FPD-OB48C Commercial Olympic Curl Bar w/ Chrome Sleeves
- 1 Fitness Produ ... FPD-BPT-04 Bumper Plate Tree
- 1 Fitness Produ ... FPD-55-GHD Glute Ham Developer 572.00 572.00
- 1 Fitness Produ ... FPD-FBR-10 Fixed Barbell Rack
- 1 Lifecore Assault Pro Bike X Assault Pro Bike X
- 1 Concept2, Inc. 2715 Concept2 SkiErg with PMS
- 1 Concept2, Inc. 2720 Platform for Ski Erg
- 1 Concept2, Inc. 2712-US Standard RowErg, with PMS monitor.14" seat height
- 1 Lifecore AirRunner Assault AirRunner
- 1 Aqua Training AP190BB

- 1 Torque Fitness TANK-MX TANK MX, REMOVABLE PERFORMANCE HANDLES
- 1 Torque Fitness XTWHK-102 TANK WEIGHT HORN KIT (2 PIECES - PAIR)
- 1 M-F Athletic & 3210-50 PB Extreme Jam-Ball 50 lb
- 1 M-F Athletic & 3210-60 PB Extreme Jam-Ball 60 lb
- 1 M-F Athletic & 3210-70 PB Extreme Jam-Ball 70 lb
- 1 M-F Athletic & 3210-80 PB Extreme Jam-Ball 80 lb
- 1 M-F Athletic & 3210-90 PB Extreme Jam-Ball 90 lb
- 1 M-F Athletic & 3210-100 PB Extreme Jam-Ball 100 lb 184.00 184.00
- 2 Fitness Produ ... FPD-OB86-PCMB- 7' Ceramic Olympic Bar - 6 Needle Bearing
- 8 Fitness Produ ... FPD-RBP-10 Rubber Bumper Plates 10lb
- 8 Fitness Produ ... FPD-RBP-25 Rubber Bumper Plates 25lb
- 16 Fitness Produ ... FPD-RBP-45 Rubber Bumper Plates 45lb
- 1 Escape Fitne ... RACKS RACKS
- 1 Misc. Items Raptor Belt Squat RPL-38
- 1 Precor USA DBR408 - BP/BLK Discovery Series Olympic Flat Bench (Black Pearl
- 2 Fitness Produ ... FPD-ABMAT Ab Mat
- 1 Fitness Produ ... FPD-LKC-985 Stackable Soft Plyo Box Set (6", 12", 18", 24")
- 1 Fitness Produ ... FPD-PB-40 Hand Grip (Pair)
- 1 Core Health & TD-PLM PORTABLE LEGEND LANDMINE
- 2 Fitness Produ ... FPD-SB.25 Strength Bands - 2 - 5lbs Orange 1/4"
- 2 Fitness Produ ... FPD-LKC-941-13 5 - 35lbs Red 0.5"
- 2 Fitness Produ ... FPD-LKC-941-21 10 - 50lbs Purple 0.8"
- 2 Fitness Produ ... FPD-LKC-941-32 25 - 80lbs Yellow 1.25""
- 2 Fitness Produ ... FPD-LKC-941-45 Power Band - 1.75" Blue
- 2 Fitness Produ ... FPD-LKC-941-64 60- 150lbs Light Green 2.5"
- 1 Fitness Produ ... FPD-KR-30-KBR Kettle Bell Rack
- 1 Fitness Produ ... FPD-KG16 Kettlebell, 16kg, black cast iron w/ COLOR BAND
- 1 Fitness Produ ... FPD-KG20 Kettlebell, 20kg, black cast iron w/ COLOR BAND
- 1 Fitness Produ ... FPD-KG24 Kettlebell, 24kg, black cast iron w/ COLOR BAND
- 1 Fitness Produ ... FPD-KG28 Kettlebell, 28kg, black cast iron w/ COLOR BAND
- 1 Fitness Produ ... FPD-KG32 Kettlebell, 32kg, black cast iron w/ COLOR BAND
- 1 Fitness Produ ... FPD-KG36 Kettlebell, 36kg, black cast iron w/ COLOR BAND
- 2 Misc. Items Sandbags {Large) 50-125 lbs. (Not Filled) 1 Blue, 1 Black
- 2 Misc. Items Sandbag Filler Bags (Large)

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: January 27, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Assistant Community Development Director, Planning
David Kriske, Assistant Community Development Director, Transportation
Scott Plambaeck, Planning Manager
BY: Amanda Landry, Principal Planner
Greg Mirza-Avakyan, Senior Planner
Marcos Fuentes, Senior Transportation Planner

SUBJECT: Discussion of Senate Bill 79 (SB 79) and its Potential Impacts on the City of Burbank

RECOMMENDATION

1. Direct staff to pursue clean-up language for SB 79 via the legislative process and coordination with applicable State representatives.
2. Direct staff to continue to pursue discussions with the Southern California Association of Governments (SCAG) regarding the official SB 79 eligibility maps and with Metro regarding potential impacts to the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT).
3. Direct the Community Development Department (CDD) staff to revise/update the housing development process to ensure timely and efficient processing of housing development applications, consistent with SB 79.

EXECUTIVE SUMMARY

Senate Bill 79 (SB 79) is a recently enacted state law (Attachment 1) that was signed by the Governor on October 10, 2025 and takes effect on July 1, 2026. SB 79 is intended to facilitate transit-oriented housing development by establishing new development standards near qualifying transit facilities and is expected to have broad implications for local land use planning. Staff anticipates that SB 79 may present significant challenges

related to development intensity, utilities, infrastructure, capacity and environmental review, and may introduce additional complexity to ongoing planning efforts. These newly imposed impacts will result in significant environmental concerns that need to be analyzed and considered under the California Environmental Quality Act (CEQA) wherever it applies. SB 79, as with any newly introduced state-imposed mandates to local planning efforts, introduces a potential new layer of complexity to the Specific Plans currently in development.

This report provides an overview of SB 79, its current and potential future applicability in Burbank, possible implications on City planning efforts, and staff's recommended next steps. As the law has generated significant discussion and has a likely potential for future amendment, the analysis in this report is speculative and based on assumptions which may later be proven false or change. Staff will return to the Council with additional analysis as the law's meaning is clarified but recommends at this time that the City Council direct staff to continue to pursue legislative clarification and engage with SCAG and Metro about SB 79's application.

BACKGROUND

Broadly, SB 79 facilitates transit-oriented development by allowing a housing development within a specified radius of an existing or proposed major transit-oriented development (TOD) stop, on a qualifying site zoned for residential, mixed, or commercial development. In addition, SB 79 also creates two "Tiers" of transit stops, depending on the level of and type of transit service, and prescribes minimum densities and heights to each.

Transit Oriented Development Stop Definition

SB 79 defines two tiers of TOD stops:

- Tier 1: Within an urban transit county (meaning a county with more than 15 passenger rail stations) served by heavy rail transit or very high frequency commuter rail.
- Tier 2: (excluding Tier 1) Within an urban transit county served by light rail transit, high-frequency commuter rail, or by Bus Rapid Transit (as defined in Public Resources Code Section 21060.2).

Possible TOD Exclusions

SB 79 includes limited disqualifying criteria that are only applicable in certain circumstances including within Very High Fire Hazard Severity Zones (VHFHSZ). The map in Attachment 2 identifies relevant excluded areas in Burbank.

Other Relevant Qualifying Criteria

To qualify for SB 79, a project must:

- Be in a county with at least 16 passenger rail stations;
- Be sited on a property where residential, mixed, or commercial uses are allowed;
- Be within one-half mile of a TOD Stop;
- Include at least five residential units to meet the Housing Accountability Act (HAA) definition of a "housing development project" (Gov. Code Section 65589.5) including other relevant qualifying square footage or affordability requirements;
- Meet a minimum density of 30 dwelling units per acre (du/ac) or comply with the minimum density set by applicable local zoning, whichever is greater;
- Limit the average total floor space for units to 1,750 net habitable square feet;
- Comply with state law regarding the demolition of protected housing units; and
- Comply with local demolition/anti-displacement ordinances and inclusionary zoning, provided such requirements do not preclude SB 79's standards.

SB 79 Limitations

SB 79 also establishes several limitations:

- May not include any hotel or similar uses.
- SB 79 projects cannot require the demolition of rent-controlled or price-controlled housing if there are (or were) more than two units on the project site and the units (i) have been occupied within the past seven years or (ii) were demolished within seven years before a development application is submitted.
- Projects must comply with anti-displacement requirements under the Housing Crisis Act of 2019 (Gov. Code § 66300.6), and any and all local implementation program, and anti-displacement standards.
- Projects near airports must meet additional requirements regarding height, noise, and safety standards.
- Projects exceeding 85 feet in height must meet prevailing wage requirements, and additional "skilled and trained workforce" requirements may apply.
- Ministerial vs. Discretionary – SB 79 allows applicants to submit housing development applications through the City's local (typically discretionary) entitlement process, or through the SB 35/SB 423 State-streamlined ministerial approval process (requires all workforce requirements of SB 35/SB 423 regardless of height).

Other Relevant Provisions of SB 79

SB 79 mandates that eligible housing developments be permitted up to the maximum height, density and floor area ratios prescribed by the bill. Housing projects are eligible for increased density, height and floor area if they are within one-half mile of a qualifying transit stop, with additional benefits for projects within one-quarter mile. Additional

benefits arise with the quality and frequency of service. Base height and density allowances are summarized in the table below:

TOD Stop	Proximity Zone	Max Height	Max Density
Tier 1 TOD Stop	Adjacent	95 feet	160 du/ac
	Within ¼ Mile	75 feet	120 du/ac
	Between ¼ and ½ Mile (in cities with population >35,000)	65 feet	100 du/ac
Tier 2 TOD Stop	Adjacent	85 feet	140 du/ac
	Within ¼ Mile	65 feet	100 du/ac
	Between ¼ and ½ Mile (in cities with population >35,000)	55 feet	80 du/ac

"Adjacent" means within 200 feet of any pedestrian access point to a TOD stop.

- Projects that qualify for SB 79's increased density may use the "base density" to receive a density bonus, waiver or concession under State Density Bonus Law (SDBL). SB 79 projects that qualify for one or more additional incentives and concessions under SDBL, depending on the income level of affordable housing provided. However, unlike regular SDBL projects, local governments are not required to grant SDBL waivers or concessions to exceed SB 79's height limits.

- A project meeting the requirements of SB 79, as well as applicable local standards that do not alone or in concert prevent achieving SB 79's standards, is deemed consistent with local standards, policies, plans and ordinances applicable to the project for purposes of the HAA, notwithstanding any contrary local standards. Beginning Jan. 1, 2027, a local government that denies a SB 79 project located in defined "high-resource"[1] areas would be presumed in violation of the HAA and liable for penalties pursuant to the HAA.

- Although SB 79 does not itself create a specific CEQA-exempt ministerial approval process, such projects may qualify for streamlining under SB 35 with lower affordability obligations. Where SB 79 projects do not qualify for SB 35's CEQA-exempt process, other CEQA exemptions may apply.

[1] A "High-resource area" means an area designated as highest resource or high resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the Department of Housing and Community Development.

SB 79 Application Processing

Developers electing to utilize SB 79 for a housing development project at a qualifying location have the option to use a local entitlement process or choose the streamlined ministerial review process established in SB 35/SB 423. In Burbank, the local entitlement process would include, at a minimum, Development Review (DR), and depending on the overall scope of the project, may also require an Administrative Use Permit (AUP). DR is administrative level discretionary review, by CDD Director (Director) and includes public notification and a community meeting. Through DR, a project is reviewed for consistency with all applicable objective development standards, and conditions of approval may be imposed to ensure compliance with said standards.

An AUP is a discretionary review, with the Director serving as the review authority. The process includes public notification, and if appealed, a public hearing before the Planning Commission. Through the AUP process, a project is reviewed for consistency with all applicable objective development standards and for its ability to satisfy established "findings", necessary for approval. Conditions of approval may be imposed to ensure compliance with applicable objective development standards or all that required findings can be made.

The SB 35/SB 423 process provides a state-mandated streamlined ministerial review of housing projects, which meet specified eligibility criteria, including, but not limited to, environmental screening, affordability requirements, and workforce programs that include, among other things, the requirement to pay prevailing wage to construction workers. The SB 35/SB 423 process includes an initial step of submitting a Notice of Intent to submit an application, and consultations with California Native American Tribes. Like the DR process, the Director serves as the approving authority. There is less public oversight, and projects must be approved if consistent with applicable objective development standards. A developer chooses which application to submit based upon many factors.

SB 79 vs Other State Mandated Streamlined Ministerial Reviews

While SB 79 shares some common features, with other existing State land use laws intended to facilitate the development of housing, such as SB 35/SB 423 and AB 2011, there are some significant differences. A comparison is included in Attachment 3.

Penalties for Non-Compliance

Beginning January 1, 2027, a local government that denies a qualifying SB 79 housing development project located in a "high-resource area" shall be presumed to be in violation of the HAA and immediately liable for penalties pursuant to subparagraph (B) of paragraph (1) of subdivision (k) of Section 65589.5 of the Government Code, unless the local government demonstrates, pursuant to the standards in subdivisions (j) and (o) of Section 65589.5, that it has a health, life, or safety reason for denying the project.

A City that fails to approve housing development projects, or process applications timely, in accordance with the state housing laws, are also subject to the following penalties:

- De-certification of the 2021-2029 Housing Element
- Builders remedy
- City-wide development restrictions
- Legal challenges

Related Ongoing Legislative Actions – SB 677

In January 2025, Senator Wiener introduced SB 677 as a "clean-up" bill for SB 79. Proposed amendments do not appear to significantly modify the impacts of SB 79 on the City. However, staff is collaborating with Emanuels Jones and Associates to craft specific feedback to the state legislators regarding additional amendments, such as clarification on site eligibility, differentiation between residential and non-residential FAR, and additional definitions specifically related to the BRT

DISCUSSION

In discussions with the neighboring jurisdictions of Glendale and Pasadena on the impacts of SB 79, staff believe the current version of the law could result in significant impacts to the City's land use planning, infrastructure, and the Metro BRT project as detailed below.

Location of TOD Stops in Burbank

Staff has evaluated transit facilities within the City using the law's definitions, service thresholds, and operational criteria for qualifying Tier 1 and Tier 2 TOD stops and determined that there are no Tier 1 stops in Burbank and that there are currently present or have the potential to be present within the City three transit stops that do or would qualify as SB 79 Tier 2 TOD stops (Attachment 4):

1. The Downtown Burbank Metrolink Station[2], which meets the statutory threshold for high-frequency commuter rail service (a rail link operating at least 48 trains per day in both directions; and
2. The future BRT stops[3] at Glenoaks Boulevard and Alameda Avenue, which are planned to operate with dedicated transit lanes and peak-period service frequencies consistent with Tier 2 requirements.

Two additional future BRT stops – at the Hollywood Way / Olive Avenue intersection and the San Fernando Blvd / Olive Avenue intersection – may qualify as SB 79 Tier 2 TOD

[2] Increased train frequency serving the Station could upgrade this Tier 2 stop to a Tier 1 TOD stop, subject to timing, funding, and implementation.

[3] Note that all BRT stops were planned and evaluated in the absence of SB 79, which presents new information and a substantial change to the BRT project along with potential significant and unavoidable impact on infrastructure anticipated with its invitation to housing development growth.

stops but remain contingent on future action (designation of full time bus lanes) as well as interpretation of current SB 79 language, for BRT service, and likely require additional environmental review to consider SB 79's impacts.

All other existing City Metrolink stations, bus stops and proposed BRT stops likely do not meet the required service thresholds or operate in conditions that satisfy the statute's TOD stop definitions. However, SB 79 provides that transit facilities may qualify as TOD stops if they are in existence by July 1, 2026, or are identified in an applicable Regional Transportation Improvement Program (RTIP). In this context, Metrolink's SCORE Program plans to increase service on the Antelope Valley and Ventura County lines to 30-minute headways by 2028. If these increased service goals are met, two additional Tier 2 TOD stops could be established around the Burbank Airport South and North Metrolink Stations.

SB 79 requires SCAG, as the region's designated Metropolitan Planning Organization (MPO), to prepare and publish the official regional map identifying all qualifying TOD stops and their respective tier classifications. The City's analysis and identification of qualifying TOD stops presented above reflects staff's current interpretation of SB 79 based on available statutory definitions, service data, and planned transit improvements, and is subject to refinement upon publication of SCAG's official mapping. City staff will need to coordinate with SCAG staff to ensure a consistent understanding of SB 79's TOD definitions, service criteria, and applicability within the City, particularly in relation to the BRT project, which requires a detailed understanding of the project's design to determine whether a BRT stop qualifies. A draft map depicting land use and zoning conditions within half- and quarter-mile around the TOD stops are included as Attachment 5.

Potential Impacts and Implications of SB 79 in TOD Areas

Qualifying TOD stops establish a half-mile radius within which eligible residential, commercial, and mixed-use sites could allow development projects subject to the statute's zoning standards and development incentives. Within a half mile of Burbank's qualifying Tier 2 TOD stops, specifically the Downtown Burbank Metrolink Station and the Glenoaks Boulevard/Alameda Avenue BRT stops, there are just under 3,000 parcels. Of these, 1,304 parcels are within a quarter mile of a Tier 2 TOD stop, and 124 parcels are directly adjacent to pedestrian access points serving a Tier 2 TOD stop. Of the residentially zoned parcels within these TOD areas, fewer than 300 parcels are zoned exclusively for single-family residential use, with an average parcel size of approximately 7,000 square feet. Many of the remaining parcels are zoned Industrial. Most Industrially zoned sites do not allow housing by-right; therefore, any housing project in these zones would require a state-mandated approval process under SB 35/SB 423, which requires prevailing wage and other workforce standards that significantly increase cost. In addition, the existing General Plan allowable density in some industrially zoned areas near TOD stops is already higher (87 units/acre) than the half mile required density under SB 79 (80

units/acre). Under SB 79, only a few parcels east of the 5 would see a marginal increase in density under SB 79.

If the two additional BRT stops at Hollywood Way / Olive Avenue and San Fernando Boulevard / Olive Avenue were to qualify as TOD stops, the number of affected parcels would increase primarily in the Media District, within a half mile of the westbound stop at Hollywood Way / Olive Avenue, and in the Hillside area, within a half-mile of the BRT stop at San Fernando Boulevard/Olive Avenue.

BRT Project and SB 79

As discussed, several potential SB 79 Tier 2 sites rely on the design and construction of the BRT project, Metro's planned east–west transit corridor extending approximately 18 miles between the North Hollywood B Line / G Line Metro Station and the A Line in Pasadena, passing through the cities of Los Angeles, Burbank, Glendale, and Pasadena. BRT is high-capacity bus transit that offers fewer stops and speed improvements over a traditional route. Unlike many regional transit projects operating in dedicated right of way, the project uses local street right of way for operations and stations.

Metro's proposed project alignment generally runs along Olive Avenue between the Burbank Media District and Downtown Burbank before continuing east to Glendale and Pasadena via Glenoaks Blvd. The BRT plan includes six stations in Burbank. To achieve higher speeds and capacities, BRT can operate in dedicated bus lanes as well as mixed-flow with regular traffic; in Burbank, Metro's proposed route is to operate in both configurations. BRT is currently in the design phase, with construction activities estimated to begin sometime in 2026, with the entire BRT set to be operational in late 2027.

In the context of SB 79, BRT is a bus service within an urban transit county, that operates in full-time dedicated bus lanes or within a separate right-of-way dedicated to public transportation and provides peak-period service at intervals of 15 minutes or less during the morning and afternoon commute periods. As such, staff's understanding is that some of the BRT stops planned for Burbank *could* qualify as SB 79 TOD Tier 2 stops, and depending on whether the stops are served by dedicated bus lanes or mixed flow operations. One stop at Glenoaks Boulevard / Alameda Avenue intersection *would* qualify as a TOD stop because it is served by dedicated bus lanes. However, two other stops – at the intersections of Hollywood Way / Olive Avenue and San Fernando Boulevard / Olive Avenue – *may* qualify as TOD stops because bus lanes terminate at or near the stations but don't provide full bus lane service. Three additional stops in Burbank would not qualify as TOD stops because the bus would operate in mixed-flow lanes. The final determination of whether a transit stop in Los Angeles County is considered a TOD stop is made by SCAG.

Given that the planned BRT project may introduce previously unconsidered qualifying TOD stops within the City of Burbank based primarily on whether bus lanes are constructed or not, and because, unlike a rail transit stop, bus lanes are easily designated and removed based on the ongoing operation of a street, the City should actively engage with SCAG, Metro, and its state legislative delegation to seek further clarity on how BRT will be applied in Burbank based on the fact that bus lanes are planned to be implemented sporadically in Burbank and not across the entire BRT project. The City may even wish to consider lobbying for legislation to clarify and potentially remove BRT's that operate on city streets in painted bus lanes from consideration as qualifying SB 79 transit corridors altogether, since the purpose of the legislation is to increase housing density along dedicated transit corridors that are presumed to remain fixed in place, rather than on corridors whose operational characteristics and transit advantages could be compromised through simple striping changes to city roadways in the future.

Further, SB 79–driven development potential associated with the BRT alignment is a substantial change to the circumstances under which the BRT is being undertaken, and new information which was not known and could not have been known at the time the Final Environmental Impact Report was certified as complete. As such, this new development potential was not evaluated by Metro as part of its Environmental Impact Report for the project, cumulative impacts related to increased residential development, particularly with respect to transportation operations, utilities, public services, and other City infrastructure, were not previously analyzed and may create significant adverse impacts on City systems. As a Responsible Agency under CEQA, the City is required to predicate further project approvals in City rights of way on additional environmental review to incorporate the land use changes presented by SB 79 should it apply.

Metro is aware of the potential impacts that the application of SB 79 will would create on the BRT project, including the need for a subsequent environmental review pursuant to CEQA, discussed below. Staff will continue to engage Metro on this issue.

Impact on Current Land Use Planning Projects

In addition to potential BRT impacts, SB 79 may affect current and future City land use planning efforts, including the ongoing Specific Plans.

Media District Specific Plan (MDSP) Update

The MDSP is nearing completion and includes a set of objective development standards that promote contextual design, streamline the development of housing and encourage transit-oriented development. The MDSP land use strategy focuses most residential and non-residential development away from lower scaled neighborhood and in areas where there is, or may be, transit opportunities. This general strategy is consistent with the purpose and intent of SB 79, albeit with lower maximum density and intensity. In addition to establishing objective development standards and facilitating the development of

housing and a robust economy, the MDSP will allow the City to respond to new transit opportunities, like the BRT, however it is not reliant or contingent on it, and is intended to facilitate opportunities for development that are consistent with the community's vision for the area. SB 79 does not change the community's vision, nor undermine the work done to date. An important feature of the MDSP is the inclusion of policies and implementation actions that would incentivize the use of the local regulations and process, over the use of a state option, such as a streamlined ministerial review or SB 79, which may have conditions associated with them that make projects financially or practically infeasible from a developer's perspective.

Downtown TOD Specific Plan (DTODSP) Project

The DTODSP Project is currently in process and will provide a framework for introducing new housing at all levels of affordability, outline strategies for improving the bicycle and pedestrian networks, and develop objective standards for future development in Downtown Burbank. The DTODSP land use strategy focuses new residential and non-residential development in the downtown core, to the east of the Burbank Downtown Metrolink Station, either maintaining the existing 87 du/acre residential development potential or proposing a 110 du/acre residential development potential on key sites, such as within the Burbank Town Center or along the First Street corridor. This general strategy is consistent with the purpose and intent of SB 79. In addition to establishing objective development standards and facilitating the development of housing and a robust economy, the DTODSP will allow the City to respond to new transit opportunities, like the BRT, however it is not reliant or contingent on it, and is intended to facilitate opportunities for development that are consistent with the community's vision for the area. With respect to the potential for developers to utilize SB 79, an important feature of the DTODSP Update is the inclusion of policies and implementation actions that would incentivize the use of the local regulations and process, over the use of a state option, such as a streamlined ministerial review or SB 79, which may have conditions associated with them that make projects financially or practically infeasible from a developers perspective.

Golden State Specific Plan (GSSP)

The Golden State Specific Plan (GSSP) is currently in progress and is intended to provide a comprehensive policy and regulatory framework for future development and mobility improvements in one of the City's employment and transit-oriented areas. Consistent with the *Burbank2035* General Plan, the GSSP focuses growth in proximity to major transit assets, including two Metrolink stations, the Hollywood-Burbank Airport, and a potential High-Speed Rail station, while limiting changes to established residential neighborhoods and accounting for airport-related land use constraints. The GSSP includes a proposed land use strategy and objective development standards that facilitate housing at a range of affordability levels, support a balanced mix of residential, commercial, and industrial uses, and promote connectivity for vehicles, pedestrians, and bicyclists. This overall approach is consistent with the purpose and intent of SB 79, though calibrated to reflect

local conditions, infrastructure capacity, and community vision. Like other City specific plans, the GSSP is anticipated to include policies and implementation actions that incentivize development under the City's local regulatory framework, rather than reliance on state-level options such as SB 79, which may impose conditions that could limit project feasibility or constrain the City's ability to ensure development aligns with community objectives and long-term planning goals.

CEQA Considerations

The environmental review undertaken for the BRT project did not consider any changes to local zoning or land uses such as may be applied to certain stops under SB 79. If aspects of the BRT lane configuration and station placements trigger dramatic increases in residential densities and building heights, worsening potentially significant adverse impacts to utility systems, infrastructure, and services, subsequent environmental review will be necessary. SB 79's relevance to the BRT would be a substantial change to the circumstances under which it is undertaken.

Environmental reports for the BRT were circulated in 2020 and approved in 2022 but were limited to analyzing the operation of a bus rapid transit service and stations within existing City roadways. No environmental impacts were assessed related to SB 79 eligible development containing supercharged residential densities within one-half mile of a TOD stop that could be developed starting July 2026. As such, the enactment and potential application of SB 79 to the BRT is a substantial change to the circumstances under which the BRT is being undertaken, and new information, which was not known and could not have been known at the time the environmental impact report was certified as complete.

Aside from the BRT, CDD and CAO staff are also evaluating but have not determined whether the application of SB 79 in specific plan areas needs further CEQA analysis.

Possible Land Use Planning Alternatives

Based upon the current understanding of the law and its local application, staff believes the following options are available in response to SB 79:

Maintain Status Quo and Continue to Pursue Legislative Clarification

This option does not require an ordinance to rezone affected areas, though properties zoned for residential, mixed, or commercial use falling within half- and quarter-mile of a Tier 1 or Tier 2 TOD stop will automatically be eligible to use SB 79's state-mandated height and density. The City will not be able to exempt any properties beyond the limitations set by SB 79 criteria (see "SB 79 Limitations" above). Staff can anticipate which properties may be SB 79 eligible, and SB 79 could result in the addition of a significant number of potential units within the affected areas.

This option maintains ongoing land use planning efforts and enables the City to effectively respond to housing development projects submitted under SB 79 by utilizing existing City regulations and objective development standards. This will allow the City to immediately respond to housing development project applications submitted on day one (July 1, 2026) using current staffing and tools. SB 79 adds to the myriad state housing law review timelines, and this option will help the City avoid the significant associated consequences of failing to meet those deadlines. This option would be enhanced by more direct coordination between staff reviewing housing development projects. Under this option, staff will continue to pursue legislative responses to local concerns. Staff has a list of comprehensive amendments or clarifications necessary to address local concerns and is currently working with California Public Policy Group to communicate these concerns to the appropriate representatives. This option is the least disruptive to the City's current ongoing efforts to complete Specific Plans in a timely fashion.

Adopt an "Alternative Plan"

SB 79 specifies that local governments may implement an alternative plan adopted through the Housing Element (HE), a program to implement the HE, a Specific Plan, Zoning Overlay or Ordinance to address its provisions. Requirements for such alternative plans are listed in Attachment 6.

The Alternative Plan option allows for an extended exemption (until the following housing element cycle which would begin in 2029) of certain properties from SB 79 eligibility; however, the criteria for exemption are quite narrow. Single-Family zoning would still need to be upzoned to at least 50% of the SB 79 density, unless located in the VHFSZ. An advantage of this option is that it can temporarily minimize the added SB 79 density in low-density and single-family neighborhoods; however, that density must redistributed to other parts of the SB 79 coverage area, which may require difficult Council decisions. Furthermore, this option requires permanent rezoning of the properties in question, which may present challenges if the state law on this matter changes again. Lastly, this option requires the City to restart the analysis of the proposed densities in the Specific Plan areas, an effort that will delay the expected adoption of the Specific Plans by at least six-months, if not longer, at an unknown cost.

Adopt a "Simple" Local Ordinance

A simple local ordinance with fewer exemptions than the Alternative Plan is an option if a community does not have existing objective standards for residential and mixed-use development in nonresidential zones, and extensive pedestrian infrastructure, including near transit stops. As such, this option is not beneficial to Burbank at this time, as the City has these features.

Adopt a "Delayed Effectuation" Local Ordinance

Local governments may choose to adopt a delayed effectuation ordinance, which must be adopted prior to the effective day (July 1, 2026) separate from, but can be parallel to, a "simple" local ordinance. This option allows delaying effectuation of SB 79 for certain areas (areas with existing high density, low resource communities, and specific sites within sensitive areas – VHFHSZ) until 2030 (one year after 7th revision to HE). This option requires up-front analysis to see if currently Burbank's allowable density in areas can qualify for delayed effectuation (R-1 zones in high-resource areas will be difficult to exempt). This option limits how much density can be shifted around and requires modeling to analyze local development potential versus SB 79 with very narrow criteria to make sites ineligible for SB 79. An Alternative Plan would then need to be adopted to make these exemptions permanent. To utilize this option, a city must submit a draft ordinance to HCD 14 days prior to adoption and again within 60 days of enactment, for a 90-day review, and subsequently amend the ordinance pursuant to HCD's findings.

This option has limited benefit to Burbank. Under staff's current interpretation of SB 79, those parcels within the City within a VHFHSZ or in a Flood Risk Area are currently already ineligible for SB 79 as they fall outside TOD stop radius. Other parts of the City typically considered sensitive to development, such as R-1 zones, cannot be exempted and may only be downzoned to 50% of the allowable capacity under SB 79. Finally, the administrative effort to conduct the density analysis before the effective date of July 1, 2026, would be considerable and staff resources would be diverted from other critical ongoing planning efforts.

COMMUNITY OUTREACH

Throughout 2025, the Council heard from several members of the public about SB 79 who consistently emphasized concerns about the City being forced to facilitate incompatible density and developments in close proximity to lower scaled residential neighborhoods. The City monitored SB 79 throughout the legislative process and issued numerous opposition letters (Attachment 7).

If the Council directs staff to proceed with any of the options listed above that involve the development of an ordinance, such efforts will include community outreach consistent with the City's past practices. The extent of the outreach would depend on Council's requested timelines for directed actions.

ENVIRONMENTAL REVIEW

This staff report provides information about the local implications of SB 79 and has no potential for resulting in a direct or indirect physical change to the environment and falls outside the definition of a "project" under the CEQA and is therefore not subject to CEQA pursuant to Section 15378 of Title 14 of the California Code of Regulations.

FISCAL IMPACT

The total fiscal impact of future implementation of SB 79 to the City's General Fund is currently unknown. SB 79 projects can be reviewed through the DR and/or AUP process or via a streamlined ministerial review under the provisions of SB 35, which will not impact the General Fund as the City has already established application fees for DR, AUPs and streamlined ministerial applications.

However, there will be some impact to the General Fund if Council directs staff to pursue the development of an Alternative Plan, a local ordinance, or pursue other further actions. The approximate costs associated with these options are unknown but likely to exceed $750,000 based on recent costs associated with similar recent expedited land use planning or legal costs.

Indirect costs associated with pursuing the above options include re-prioritization staff, delays to ongoing planning efforts, and impacts to core planning services due to the shifting of staff to SB 79 related services. Delays in completion of the Specific Plans could result in the loss of associated grant funding.

CONCLUSION

SB 79 becomes effective on July 1, 2026. Although the law contains many uncertainties, the City must be prepared to implement in a way that benefits the community. Staff recommends that Council direct staff to pursue policy clarifications to SB 79, lobby the legislature for a clean-up bill to clarify SB 79's applicability to BRT, and if necessary, solicit further environmental review as outlined above, and have CDD staff facilitate the review of housing development projects to ensure the City is able to respond to future housing development applications submitted pursuant to SB 79 or other streamlined ministerial reviews within State-mandated deadlines.

ATTACHMENTS

Attachment 1 – Complete Text of SB 79
Attachment 2 – SB 79 Exclusion Areas (Fire Severity Zone Map)
Attachment 3 – Comparison between SB 79 and Streamlined Ministerial Reviews
Attachment 4 – TOD Stop Land Use Analysis
Attachment 5 – TOD Stop Zoning Analysis
Attachment 6 – Requirements for an "Alternative Plan"
Attachment 7 – City of Burbank Opposition Letters

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 79

CHAPTER 512

An act to add Chapter 4.1.5 (commencing with Section 65912.155) to Division 1 of Title 7 of the Government Code, relating to land use.

[Approved by Governor October 10, 2025. Filed with Secretary of State October 10, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 79, Wiener. Housing development: transit-oriented development.

(1) Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. Existing law requires the inventory of land to be used to identify sites throughout the community that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need. Existing law requires each local government to revise its housing element in accordance with a specified schedule.

Existing law, the Housing Accountability Act, among other things, requires a local agency that proposes to disapprove a housing development project, as defined, or to impose a condition that the project be developed at a lower density to base its decision on written findings supported by a preponderance of the evidence that specified conditions exist if that project complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time that the application was deemed complete. The act authorizes the applicant, a person who would be eligible to apply for residency in the housing development project or emergency

shelter, or a housing organization to bring an action to enforce the act's provisions, as provided, and provides for penalties if the court finds that the local agency is in violation of specified provisions of the act.

This bill would require that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. Among these requirements, the bill would require a project to include at least 5 dwelling units and establish requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided. The bill would require that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of these provisions as well as applicable local objective general plan and zoning standards be deemed consistent, compliant, and in conformity with prescribed requirements, as specified. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and immediately liable for penalties, beginning on January 1, 2027, as provided. These provisions would not apply to a local agency until July 1, 2026, except as specified, or within unincorporated areas of counties until the 7th regional housing needs allocation cycle. The bill would specify that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements, and would specify that the project is required to comply with certain affordability requirements, under that law.

This bill would require a proposed development to comply with specified demolition and antidisplacement standards; to not be located on sites where the development would require demolition of housing, or that was previously used for housing, that is subject to rent or price controls; to include housing for lower income households, as specified; be consistent with specified height, noise, safety, and fire standards; and meet specified labor standards, as provided. The bill would also authorize a transit agency's board of directors to adopt agency TOD zoning standards for district-owned real property located in a TOD zone, which establish minimum zoning requirements for an agency TOD project, as specified.

Prior to one year following the adoption of the 7th revision of the housing element, this bill would not apply the provisions relating to a housing development project to specified sites for which a local government has adopted an ordinance indicating the site's exclusion, as specified, including a site that is covered by a local TOD alternative plan, as defined, adopted by a local government. For the 7th and subsequent revisions of the housing element, the bill would authorize a local government to include a local TOD alternative plan in its housing element or adopt an alternative plan by

ordinance, as specified. The bill would exempt a jurisdiction that has adopted a compliant local TOD alternative plan from the provisions relating to a housing development, as specified.

This bill would require the Department of Housing and Community Development to oversee compliance with the bill's provisions and would require the department to promulgate standards on how to allow for capacity pursuant to these provisions to be counted in the inventory of land included within a county's or city's housing element, as specified. The bill would authorize each metropolitan planning organization to create a map of designated TOD stops and zones within its region by tier in accordance with these standards, which would have a rebuttable presumption of validity. The bill would authorize a local government to enact an ordinance to make its zoning code consistent with these provisions, as provided. The bill would require the local government to submit a draft of this ordinance to the department for review, at least 14 days prior to adoption of the ordinance. The bill would require the local government to submit a copy of this ordinance to the department within 60 days of enactment and would require the department to review the ordinance for compliance, as specified. If at any time the department finds an ordinance is out of compliance, and the local government does not take specified steps to address compliance, the bill would require the department to notify the local government in writing and authorize the department to notify the Attorney General, as provided.

This bill would define various terms for its purposes and make related findings and declarations.

This bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By increasing the duties of local officials, and by expanding the crime of perjury by requiring the certification of certain information related to labor standards, this bill would impose a state-mandated local program.

(2) This bill would provide that its provisions are severable.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Chapter 4.1.5 (commencing with Section 65912.155) is added to Division 1 of Title 7 of the Government Code, to read:

CHAPTER 4.1.5. TRANSIT-ORIENTED DEVELOPMENT

65912.155. The Legislature finds and declares all of the following:

(a) California faces a housing shortage both acute and chronic, particularly in areas with access to robust public transit infrastructure.

(b) Creating ownership opportunities can be an effective long-term strategy for building wealth and can create a path to financial security.

(c) Building more homes near transit access reduces housing and transportation costs for California families, and promotes environmental sustainability, economic growth, and reduced traffic congestion.

(d) Public transit systems require sustainable funding to provide reliable service, especially in areas experiencing increased density and ridership. The state does not invest in public transit service to the same degree as it does in roads, and the state funds a smaller proportion of the state's major transit agencies' operations costs than other states with comparable systems. Transit systems in other countries derive significant revenue from transit-oriented development at and near their stations.

65912.156. For purposes of this chapter, the following definitions apply:

(a) "Adjacent" means within 200 feet of any pedestrian access point to a transit-oriented development stop.

(b) "Commuter rail" means a public rail transit service not meeting the standards for heavy rail or light rail, excluding California High-Speed Rail and Amtrak Long Distance Service.

(c) "Department" means the Department of Housing and Community Development.

(d) "Heavy rail transit" means a public electric railway line with the capacity for a heavy volume of traffic using high-speed and rapid acceleration passenger rail cars operating singly or in multicar trains on fixed rails, separate rights-of-way from which all other vehicular and foot traffic are excluded, and high platform loading. "Heavy rail transit" does not include California High-Speed Rail.

(e) "High-frequency commuter rail" means a commuter rail service operating a total of at least 48 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years.

(f) "High-resource area" means an area designated as highest resource or high resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department.

(g) "Housing development project" has the same meaning as defined in Section 65589.5, but does not include a project of which any portion is designated for use as a hotel, motel, bed and breakfast inn, or other transient lodging. For the purposes of this subdivision, the term "other transient lodging" does not include either of the following:

(1) A residential hotel, as defined in Section 50519 of the Health and Safety Code.

(2) After the issuance of a certificate of occupancy, a resident's use or marketing of a unit as short-term lodging, as defined in Section 17568.8 of the Business and Professions Code, in a manner consistent with local law.

(h) "Light rail transit" includes streetcar, trolley, and tramway service. "Light rail transit" does not include airport people movers.

(i) "Net habitable square footage" means the finished and heated floor area fully enclosed by the inside surface of walls, windows, doors, and partitions, and having a headroom of at least six and one-half feet, including working, living, eating, cooking, sleeping, stair, hall, service, and storage areas, but excluding garages, carports, parking spaces, cellars, half-stories, and unfinished attics and basements.

(j) "Low-resource area" means an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department.

(k) "Rail transit" has the same meaning as defined in Section 99602 of the Public Utilities Code.

(*l*) "Residential floor area ratio" means the ratio of net habitable square footage dedicated to residential use to the area of the lot.

(m) "Transit-oriented development zone" means the area within one-half mile of a transit-oriented development stop.

(n) "Tier 1 transit-oriented development stop" means a transit-oriented development stop within an urban transit county served by heavy rail transit or very high frequency commuter rail.

(o) "Tier 2 transit-oriented development stop" means a transit-oriented development stop within an urban transit county, excluding a Tier 1 transit-oriented development stop, served by light rail transit, by high-frequency commuter rail, or by bus service meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code.

(p) "Transit-oriented development stop" means a major transit stop, as defined by Section 21064.3 of the Public Resources Code, and also including stops on a route for which a preferred alternative has been selected or which are identified in a regional transportation improvement program, that is served by heavy rail transit, very high frequency commuter rail, high frequency commuter rail, light rail transit, or bus service within an urban transit county meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code. When a new transit route or extension is planned that was not identified in the applicable regional transportation plan on or before January 1, 2026, those stops shall not be eligible as transit-oriented development stops unless they would be eligible as Tier 1 transit-oriented development stops. If a county becomes an urban transit county subsequent to July 1, 2026, then bus service in that county shall remain ineligible for designation of a transit-oriented development stop.

(q) "Urban transit county" means a county with more than 15 passenger rail stations.

(r) "Very high frequency commuter rail" means a commuter rail service with a total of at least 72 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, at any point in the past three years.

65912.157. (a) A housing development project shall be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development within one-half or one-quarter mile of a transit-oriented development stop, if the development complies with the applicable of all of the following requirements:

(1) A transit-oriented housing development project allowed under this chapter shall include at least five dwelling units and meet the greater of the following:

(A) A minimum density of at least 30 dwelling units per acre.

(B) The minimum density required under local zoning, if applicable.

(2) The average total area of floor space for the proposed units in the transit-oriented housing development project shall not exceed 1,750 net habitable square feet.

(3) For a transit-oriented housing development project within one-quarter mile of a Tier 1 transit-oriented development stop, all of the following apply:

(A) A local government shall not impose any height limit less than 75 feet.

(B) A local government shall not impose any maximum density of less than 120 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.5.

(D) A development that achieves a minimum density of 90 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(4) For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 1 transit-oriented development stop, and within a city with a population of at least 35,000, all of the following apply:

(A) A local government shall not impose any height limit less than 65 feet.

(B) A local government shall not impose any maximum density standard of less than 100 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.

(D) A development that achieves a minimum density of 75 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(5) For a transit-oriented housing development project within one-quarter mile of a Tier 2 transit-oriented development stop, all of the following apply:

(A) A local government shall not impose any height limit less than 65 feet.

(B) A local government shall not impose any maximum density standard of less than 100 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.

(D) A development that achieves a minimum density of 75 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(6) For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 2 transit-oriented development stop, and within a city with a population of at least 35,000, all of the following apply:

(A) A local government shall not impose any height limit less than 55 feet.

(B) A local government shall not impose any maximum density standard of less than 80 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 2.5.

(D) A development that achieves a minimum density of 60 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concession pursuant to Section 65915, as specified in subdivision (d).

(b) For purposes of this chapter, the distance of a transit-oriented housing development project from a transit-oriented development stop shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to a pedestrian access point for the transit-oriented development stop.

(c) A local government may still enact and enforce standards, including an inclusionary zoning requirement that do not, alone or in concert, prevent achieving the applicable development standards of subdivision (a). A local government shall not adopt any requirement, including, but not limited to, increased fees or inclusionary zoning requirements, that applies to a project solely or partially on the basis that the project is seeking approval as a transit-oriented housing development, except as necessary for the requirements of this chapter.

(d) A transit-oriented housing development project under this section shall be eligible for a density bonus, incentives or concessions, waivers or reductions of development standards, and parking ratios pursuant to Section 65915 or a local density bonus program, using the density allowed under this section as the base density. If a development proposes a height under this section in excess of the local height limit, then a local government shall not be required to grant a waiver, incentive, or concession pursuant to Section 65915 for additional height beyond that specified in this section, except as

provided in subparagraph (D) of paragraph (2) of subdivision (d) of Section 65915. A development shall be eligible for the following additional concessions, if it meets the applicable density threshold specified for its location:

(1) For a development providing housing for extremely low income households, three additional concessions.

(2) For a development providing housing for very low income households, two additional concessions.

(3) For a development providing housing for low-income households, one additional concession.

(e) Notwithstanding any other law, a transit-oriented housing development project that meets any of the eligibility criteria under subdivision (a) and is immediately adjacent to a transit-oriented development stop shall be eligible for an adjacency intensifier to increase the height limit by an additional 20 feet, the maximum density standard by an additional 40 dwelling units per acre, and the residential floor area ratio by 1 prior to the application of Section 65915.

(f) A development proposed pursuant to this section shall comply with Section 66300.6, including any local requirements or processes implementing the provisions of Section 66300.6. This subdivision shall apply to any city or county.

(g) A development proposed pursuant to this section shall comply with any applicable local demolition and antidisplacement standards established through a local ordinance.

(h) A development proposed pursuant to this section shall not be located on either of the following:

(1) A site containing more than two units where the development would require the demolition of housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power that has been occupied by tenants within the past seven years.

(2) A site that was previously used for more than two units of housing that were demolished within seven years before the development proponent submits an application under this section and any of the units were subject to any form of rent or price control through a public entity's valid exercise of its police power.

(i) A development proposed pursuant to this section shall include housing for lower income households by complying with one of the following requirements:

(1) (A) Any of the following:

(i) At least 7 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to extremely low income households, as defined in Section 50106 of the Health and Safety Code.

(ii) At least 10 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to very low income households, as defined in Section 50105 of the Health and Safety Code.

(iii) At least 13 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) This paragraph shall not apply to any development of 10 units or less.

(C) All units dedicated to extremely low income, very low income, and low-income households pursuant to subparagraph (A) shall meet both of the following:

(i) The units shall have an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(ii) The development proponent shall agree to, and the local agency shall ensure, the continued affordability of all affordable rental units included pursuant to this section for 55 years and all affordable ownership units included pursuant to this section for a period of 45 years.

(2) If a local inclusionary housing requirement mandates a higher percentage of affordable units or a deeper level of affordability than that described in paragraph (1), then the local inclusionary housing requirement mandate shall apply in place of the requirements in paragraph (1).

(j) A development proposed pursuant to this chapter shall be consistent with the height, noise, and safety standards of an adopted airport land use compatibility plan or Department of Defense Air Installation Compatible Use Zones developed pursuant to Section 21675 of the Public Utilities Code, and of otherwise applicable objective fire safety standards established pursuant to the California Building Code, the California Fire Code, the California, Wildland-Urban Interface Code, the Health and Safety Code, the Public Resources Code, or Chapter 6.8 (commencing with Section 51175) of Part 1 of Division 1 of Title 5 of this code.

(k) Any transit-oriented housing development pursuant to this section shall meet the labor standards of subparagraphs (A), (B), (C), (D), (F), and (G) of paragraph (8) of subdivision (a) of Section 65913.4 for any building over 85 feet in height, which shall be applicable to the building.

(*l*) For purposes of subdivision (j) of Section 65589.5, a proposed housing development project that is consistent with the applicable standards from this chapter, as well as applicable local objective general plan and zoning standards that do not alone or in concert prevent achieving those standards, and as modified by any incentive, concession, or waiver under Section 65915, shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision. This subdivision shall not require a ministerial approval process or modify the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code.

(m) Beginning on January 1, 2027, a local government that denies a housing development project meeting the requirements of this section that is located in a high-resource area shall be presumed to be in violation of the Housing Accountability Act (Section 65589.5) and immediately liable for

penalties pursuant to subparagraph (B) of paragraph (1) of subdivision (k) of Section 65589.5, unless the local government demonstrates, pursuant to the standards in subdivisions (j) and (o) of Section 65589.5, that it has a health, life, or safety reason for denying the project.

(n) This section shall not apply to a local agency until July 1, 2026, unless the local agency adopts an ordinance or local transit-oriented development alternative plan deemed compliant by the department before July 1, 2026. It shall not apply within an unincorporated area of a county until the 7th regional housing needs allocation cycle.

65912.158. (a) For the purposes of this section, "agency transit-oriented development project" means a housing development project or mixed use residential project that meets all of the following requirements:

(1) A minimum of 50 percent of the total square footage of the project is dedicated to residential purposes.

(2) A minimum of 20 percent of the total number of units shall be restricted for the affordable lower income households and shall be subject to a recorded affordability restriction for at least 55 years in the case of rental units and 45 years in the case of owner occupied units, unless a local ordinance or the terms of federal, state, or local tax credit, or other project financing requires a longer period of affordability.

(3) The average total floor area of floor space for the proposed units in the housing development project shall not exceed 1,750 net habitable square feet.

(4) The parcel or parcels on which the project is located is an infill site, as defined in Section 21061.3 of the Public Resources Code.

(5) The transit-oriented development parcels on which the transit-oriented development project would be located was not acquired through eminent domain on or after July 1, 2025.

(6) The parcels on which the transit-oriented development project would be located are owned by the agency and either:

(A) The parcels are adjacent to a transit-oriented development stop for which the agency operates service, or form a contiguous area adjacent to such a transit-oriented development stop.

(B) At least 75 percent of the project area is located within one-half mile of a transit-oriented development stop for which the agency operates service or plans to provide service and was owned by the agency on or before January 1, 2026.

(b) (1) A transit agency's board of directors may adopt by resolution agency transit-oriented development zoning standards for district-owned real property located in a transit-oriented development zone. These standards shall establish minimum local zoning requirements for height, density, residential floor area ratio, and allowed uses, that shall apply to an agency transit-oriented development project, that shall be consistent with Section 65912.157.

(2) Adopted agency transit-oriented development zoning standards shall establish, for each transit station, the lowest permissible maximum standard

for height, density, and residential floor area ratio, and a list of approved residential, retail, and commercial uses.

(3) The agency transit-oriented development zoning standards adopted by the board of directors shall not adopt a lowest permissible maximum standard for density or residential floor area ratio below the level permitted under Section 65912.157, and shall not prohibit residential use.

(4) The agency transit-oriented development zoning standards shall not establish density standards that exceed 200 percent of the maximum density established in Section 65912.157.

(c) The adoption of, and amendments to, the agency transit-oriented development zoning standards shall comply with all of the following:

(1) The transit agency shall hold a public hearing to receive public comment on the proposed agency transit-oriented development zoning standards or proposed changes to the agency transit-oriented development zoning standards. The transit agency shall conduct direct outreach to relevant local governments and to communities of concern around each station. Before or during the scoping meeting, the transit agency shall consult with each local government in which the station is located, as well as any relevant infrastructure agencies. The consultation required pursuant to this section shall include all of the following:

(A) A review of the housing needs of the jurisdiction.

(B) A review of the transit-oriented development approved and built in the past year in the jurisdiction.

(C) A review of any transit-oriented development projects proposed by the transit agency in the jurisdiction for the past year.

(D) A discussion of any obstacles to development of any project proposed by the transit agency.

(2) Not less than 30 days before a public hearing of the board to consider the agency transit-oriented development zoning standards, the transit agency shall provide public notice and make the draft standards available to the public.

(3) The board shall adopt or reject any proposed agency transit-oriented development zoning standards at a publicly noticed meeting of the board not less than 30 days following the original public hearing.

(d) Objective standards adopted pursuant to paragraph (b) shall not preempt or otherwise displace local discretionary standards that apply to hotel, motel, bed and breakfast, or other transient lodging use, including short-term lodging, as defined in Section 17568.8 of the Business and Professions Code. For the purposes of this subdivision, the term “other transient lodging” does not include a residential hotel, as defined in Section 50519 of the Health and Safety Code.

(e) Where local zoning is inconsistent with the agency transit-oriented development zoning standards for a station, the local jurisdiction may adopt a local zoning ordinance that conforms to the transit-oriented development zoning standards.

(f) (1) A local government shall not be required to approve any height limit in excess of the standard for development adjacent to the transit-oriented development stop under Section 65912.157.

(2) The transit agency shall make a finding as to whether the local zoning ordinance conforms to the agency transit-oriented development zoning standards. Local zoning shall remain in place unless the transit agency determines that it does not conform to the agency transit-oriented development zoning standards. If, according to the transit agency's finding, the local zoning ordinance does not conform to the agency transit-oriented development zoning standards after two years of the date that the agency transit-oriented development zoning standards are adopted by the board for that station, the agency transit-oriented development zoning standards shall become the local zoning for any district-owned parcels that are eligible under this section, except for any height limit in excess of the standard for development adjacent to the transit-oriented development stop under Section 65912.157. For each station, a local jurisdiction may update zoning for transit agency-owned land to comply with agency transit-oriented development zoning standards until the time that the transit agency enters into an exclusive negotiating agreement with a developer for an agency transit-oriented development project.

(g) (1) The transit agency's approval of agency transit-oriented development zoning standards shall be subject to review under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code). The district shall serve as the lead agency for California Environmental Quality Act review for transit-oriented development zoning standards.

(2) Any subsequent California Environmental Quality Act review of rezoning to conform with agency transit-oriented development zoning standards, and of eligible transit-oriented development projects proposed and on district-owned land, shall incorporate the environmental review document certified for the transit-oriented development zoning standards consistent with Section 21094 of the Public Resources Code. A public agency shall not prepare an environmental impact report or mitigated negative declaration for rezoning pursuant to paragraph (2) of subdivision (f) to implement agency transit-oriented development zoning standards or for a transit-oriented development project subsequent to the transit agency's certification of an environmental review document for approval of agency transit-oriented development zoning standards unless the public agency finds, based on substantial evidence, that the rezoning or transit-oriented development project creates a significant effect on the environment that was not analyzed in the prior environmental review document, and mitigated or avoided.

(h) A local agency may adopt objective, written development standards, conditions, and policies that apply to development on district-owned property, provided that they demonstrate their consistency with the agency transit-oriented development zoning standards. In the event that the agency transit-oriented development zoning standards, objective planning standards,

general plan, or design review standards are mutually inconsistent, the agency transit-oriented development zoning standards shall be the controlling standards. To the extent that the zoning standards do not resolve inconsistencies, the general plan shall be the controlling standard.

(i) Zoning in effect as a result of this section shall be considered the same as locally approved zoning for all purposes, including the Density Bonus Law and the Housing Accountability Act.

(j) Any agency transit-oriented development project shall comply with the antidisplacement requirements of Section 66300.6.

(k) A local government shall not be required to approve any height limit under this section greater than the height limit specified in this chapter for development adjacent to the relevant tier of a transit-oriented development stop. A transit agency shall not set a maximum height, density, or residential floor area ratio below that which would be allowed for the site under this chapter.

(*l*) If nonresidential development is included in an agency transit-oriented development project, at least 25 percent of the total planned units affordable to lower income households shall be made available for lease or sale and permitted for use and occupancy before or at the same time with every 25 percent of nonresidential development made available for lease or sale and permitted for use and occupancy.

(m) The development applicant for an agency transit-oriented development project proposed pursuant to this section shall certify that the labor standards in paragraphs (8) and (9) of subdivision (a) of Section 65913.4 will be met in project construction, and those standards shall apply if the project is approved by the public agency. Notwithstanding the preceding sentence, this subdivision shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement with the transit agency that was entered into before July 1, 2026, that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for the enforcement of that obligation through an arbitration procedure. For the purposes of this subdivision, "project labor agreement," has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

65912.159. (a) A housing development project proposed pursuant to Section 65912.157 shall be eligible for streamlined ministerial approval pursuant to Section 65913.4 in accordance with all of the following:

(1) The proposed project shall be exempt from subparagraph (A) of paragraph (4) of, and paragraph (5) of, subdivision (a) of Section 65913.4.

(2) The proposed project shall comply with the affordability requirements in subclauses (I) to (III), inclusive, of clause (i) of subparagraph (B) of paragraph (4) of subdivision (a) of Section 65913.4.

(3) The proposed project shall comply with all other requirements of Section 65913.4, including, but not limited to, the prohibition against a site that is within a very high fire hazard severity zone, pursuant to subparagraph (D) of paragraph (6) of subdivision (a) of Section 65913.4.

(b) Any housing development proposed pursuant to Section 65912.157 not seeking streamlined approval under Section 65913.4 shall be reviewed according to the jurisdiction's development review process and Section 65589.5, except that any local zoning standard conflicting with the requirements of this chapter shall not apply.

65912.160. (a) The department shall oversee compliance with this chapter.

(b) The department shall promulgate standards on how to allow for capacity pursuant to this chapter to be counted in a city or county's inventory of land suitable for residential development pursuant to Section 65583.2, no later than July 1, 2026.

(c) (1) A local government may enact an ordinance to make its zoning code consistent with the provisions of this chapter, subject to review by the department pursuant to subdivision (d). This ordinance may include objective development standards, conditions, and policies, applying to transit-oriented housing developments, that are demonstrated by a preponderance of evidence to not physically preclude, alone or in concert, the applicable housing development standards of Section 65912.157.

(2) The ordinance described in paragraph (1) shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(d) If a local government adopts an ordinance to come into compliance with this section, the following provisions shall apply:

(1) (A) At least 14 days prior to adoption of an ordinance pursuant to this section, the local government shall submit a draft ordinance to the department.

(B) The department may review the draft and report its written findings to the planning agency.

(2) A local government shall submit a copy of any ordinance enacted pursuant to this section to the department within 60 days of enactment.

(3) (A) The department shall, within 90 days, review the enacted ordinance, make a finding as to whether the enacted ordinance is in substantial compliance with this section, and report that finding to the local government.

(B) If needed, the department may request an additional 30 days to make a finding as to whether the enacted ordinance is in substantial compliance with this section, and report that finding to the local government.

(C) If the department does not provide written findings to the local government within the review period provided for in this paragraph, the ordinance shall be deemed compliant for the purposes of assessing penalties, including those pursuant to subdivision (m) of Section 65912.157.

(4) If at any time the department determines that the ordinance does not comply with this section, the department shall notify the local government in writing. The department shall provide the local government a reasonable time, not to exceed 60 days, to respond before taking further action as authorized by this section.

(5) The local government shall consider any findings made by the department pursuant to paragraph (4) and shall do one of the following:

(A) Amend the ordinance to comply with this section.

(B) Enact the ordinance without changes. The local government shall include findings in its resolution adopting the ordinance that explain the reasons the local government believes that the ordinance complies with this section despite the findings of the department.

(6) If the local government does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local government and may notify the Attorney General that the local government is in violation of this section.

(e) The ordinance may designate areas within one-half mile of a transit-oriented development stop as exempt from the provisions of this chapter if:

(1) The local government makes findings supported by substantial evidence that there exists no walking path of less than one mile from that location to the transit-oriented development stop.

(2) A local government with at least 15 transit-oriented development stops designates the area as an industrial employment hub. An industrial employment hub shall be a contiguous area of at least 250 acres designated in the jurisdiction's general plan on or before January 1, 2025, as an employment lands area; the parcels within it shall be primarily dedicated to industrial use as defined in paragraph (3) of subdivision (f) of Section 65912.121; and housing shall not be a permitted use on any of the sites so excluded.

(f) Each metropolitan planning organization shall create a map of transit-oriented development stops and zones within its region by tier, as designated under this chapter, in accordance with the department's guidance pursuant to subdivision (b). This map shall have a rebuttable presumption of validity for use by project applicants and local governments.

65912.161. (a) For purposes of this section, "transit-oriented development alternative plan" shall mean a plan adopted by the local agency via the adoption of the housing element, a program to implement the housing element, the adoption of a specific plan, a zoning overlay, or enactment of an ordinance; that brings the local agency into compliance with this chapter and that incorporates all of the following:

(1) A local transit-oriented development alternative plan shall maintain at least the same total net zoned capacity, in terms of both total units and residential floor area, as provided for in this chapter across all transit-oriented development zones within the jurisdiction.

(A) Net zoned capacity in units shall be measured by subtracting the current number of units on the site from the number allowed by the applicable development standards.

(B) Net zoned capacity in floor area shall be measured by subtracting the current developed floor area of the site from the amount allowed by the applicable development standards.

(2) The plan shall not reduce the maximum allowed density for any individual site on which the plan allows residential use by more than 50 percent below that permitted under this chapter, except for sites meeting any of the following criteria:

(A) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.

(B) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.

(C) Sites with a historic resource designated on a local register, so long as sites excluded from the density requirements of this paragraph on that basis do not cumulatively exceed 10 percent of the eligible area of any transit-oriented development zone.

(D) Sites within one-half mile of a Tier 2 transit-oriented development stop shall not have a density below 30 units per acre with a residential floor area ratio of 1.0, except for sites specified in subparagraphs (A) to (C), and should be considered for attached entry level owner occupied housing development opportunities.

(3) The plan shall not reduce the capacity in any transit-oriented development zone in total units or residential floor area by more than 50 percent.

(4) A site's maximum capacity counted toward the plan shall not exceed 200 percent of the maximum density established under this chapter. Any site excluded from the minimum density requirements of subparagraphs (A) to (C) of paragraph (2) shall not be counted toward the plan's capacity. For purposes of this section, calculations regarding capacity, density, and floor area shall include capacity, density, or floor area available under voluntary local housing incentive programs.

(5) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, or zoning incentive ordinance, provided that it meets the requirements of this subdivision.

(b) (1) Prior to one year following the adoption of the seventh revision of the housing element, Section 65912.157 shall not apply to any of the following for which the local government has adopted an ordinance in accordance with Section 65912.160 indicating the site's exclusion:

(A) A site that has been identified by the local jurisdiction which permits density and residential floor area ratio at no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157.

(B) (i) A site in a transit-oriented development zone in which at least 33 percent of sites in the relevant transit-oriented development zone have

permitted density and residential floor area ratio no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157 and which includes sites with densities that cumulatively allow for at least 75 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.

(ii) A site in a transit-oriented development zone around a transit-oriented development stop that is primarily comprised of a low-resource area which includes sites with densities that cumulatively allow for at least 40 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.

(iii) A site in an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department, and within a jurisdiction that cumulatively allows for at least 50 percent of the total capacity for units and floor area as specified under Section 65912.157 across all transit-oriented development zones.

(C) A site that is covered by a local transit-oriented development alternative plan adopted by a local government.

(D) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.

(E) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.

(F) Sites with a historic resource designated as of January 1, 2025, on a local register.

(2) A local government that has adopted an ordinance pursuant to this subdivision shall indicate on its public zoning map which sites or transit-oriented development zones are and are not covered by Section 65912.157.

(c) (1) For the seventh and subsequent revisions of the housing element, a local government may include a local transit-oriented development alternative plan in any of the following ways:

(A) (i) Include a local transit-oriented alternative plan in its housing element. When a local government includes a transit-oriented development alternative plan in its housing element the plan shall include an analysis of how the plan maintains at least an equal feasible developable housing capacity as the baseline established by this chapter.

(ii) If a local government adopts a housing element that the department has determined to be compliant with this section, then any action to enforce or implement a compliant housing element shall be subject to applicable provisions of housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3).

(iii) The initial submission of a transit-oriented development alternative plan shall be included in the local government's first draft submittal

referenced in subparagraph (C) of paragraph (1) of subdivision (b) of Section 65585.

(iv) Sites identified in a local transit-oriented development alternative plan may be included in the inventory of land suitable for residential development, pursuant to the additional requirements of Section 65583.

(B) If a local government does not include the local transit-oriented alternative plan in its housing element, the local government may adopt an alternative plan that has been deemed compliant by the department pursuant to Section 65912.160.

(d) Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented alternative plan that has been approved by the department as satisfying the requirements of this section in effect. The department's approval pursuant to this section shall be valid through the jurisdiction's next amendment to the housing element of its general plan.

(e) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, zoning incentive ordinance or existing program, provided that it meets the requirements of this section.

65912.162. The Legislature finds and declares that the state faces a housing crisis of availability and affordability, in large part due to a severe shortage of housing, and solving the housing crisis therefore requires a multifaceted, statewide approach, including, but not limited to, encouraging an increase in the overall supply of housing, encouraging the development of housing that is affordable to households at all income levels, removing barriers to housing production, expanding homeownership opportunities, and expanding the availability of rental housing, and is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities.

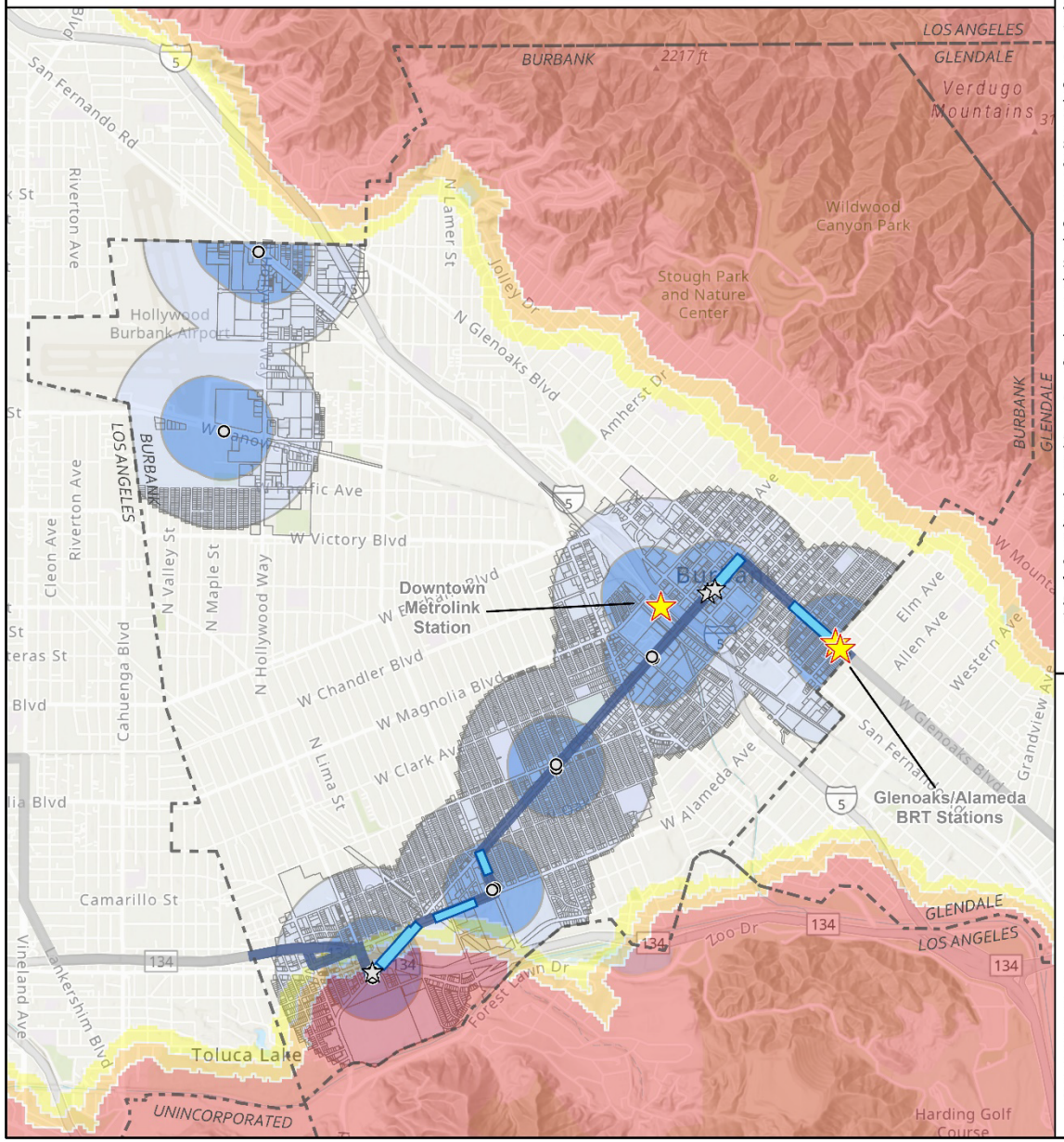
SEC. 2. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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ATTACHMENT 2
Possible TOD Exclusions

Fire Hazard Severity Zones and Parcels within 1/2-Mile of BRT Stops and Metrolink Stations (Draft)



This map illustrates the most recent Fire Hazard Severity Zones in and around the City of Burbank, as established by Cal Fire and adopted into ordinance by the Burbank City Council in 2025. It also shows parcels that fall within 1/4- and 1/2-mile buffer distances around transit facilities in the City analyzed for conformance with Senate Bill 79's (SB 79) statutory definition for (TOD) stops.

In the City of Burbank, only certain parcels in the Media District overlap both Fire Hazard Zones and 1/2-mile distance from a transit facility. However, there are no parcels that overlap Very High Fire Hazard Severity Zones and fall within 1/2 mile of a qualifying TOD stop. The only stops that meet SB 79's criteria fall under the categories of high-frequency commuter rail stops and Tier 2 stops. High-frequency commuter rail stops are defined as stations served by rail lines that operate at least 48 trains per day in both directions or bus rapid transit (BRT) stops that includes all of the following features: (1) Full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

The only transit facilities that meet all of these statutory definitions qualifying for SB 79 in the City at this time are:

1. Downtown Burbank Metrolink station

2. The future North Hollywood to Pasadena Bus Rapid Transit (BRT) System stops at Glenoaks Boulevard and Alameda Avenue

Two additional future BRT stops– at the Hollywood Way / Olive Avenue intersection and the San Fernando Blvd / Olive Avenue intersection – may qualify as SB 79 TOD stops but remain contingent on future action (full-time designation of bus lanes) as well as interpretation of current SB 79 language for BRT service and likely require additional environmental review to consider SB 79's density impact before construction.

Legend

- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT/ Metrolink Stop
- Dedicated Bus Lane
- BRT Alignment

Distance Around Transit Stop Pedestrian Access

- 1/4 Mile
- 1/2 Mile
- Parcels within 0.5 Miles of a BRT or Metrolink Station

Fire Hazard Severity Zones

- High
- Moderate
- Very High
- City Boundary

SB 79 Current Bill Version: 10/10/2025

Disclaimer: SB 79 requires that the Southern California Association of Governments (SCAG) create a map of the City's transit-oriented development (TOD) stops and zones by tier, as designated by SB 79, and in accordance with any guidance prepared by the Department of Housing and Community Development. The Burbank Community Development Department has developed this map based on the 'Department's initial analysis of the language contained in Senate Bill 79. The map is in draft format and is intended for exploratory purposes only. Updated SB 79 maps will be released as new information becomes available and if any changes to potential TOD stops are identified.

January 2026

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
Eligible Properties	All sites within Burbank that have a General Plan prescribed residential density. Additional eligibility criteria based on environmental factors, affordability, and labor standards are project specific. Must be in urban infill parcel, cannot be in protected resource areas such as wetlands, coastal zones, or wildlife habitat. Projects must consist of at least 2 units.	Allowed in zones where retail, office, or parking are principally permitted. Cannot be on a site that is or was most recently used for industrial use. Subject to the same environmental eligibility criteria as SB35. Mixed-Income and 100% affordable projects have different eligible locations: Mixed Income: along commercial corridors. 100% affordable: citywide. Projects must consist of at least 5 units.	Sites zoned for residential, mixed, or commercial development within 1/2 or 1/4 mile of a transit-oriented development stop. Project must include at least 5 units. Projects may not include any hotel or similar use.
Effective	Now until at least January 1, 2036, unless extended.	Now until January 1, 2033, unless extended.	Will go into effect July 1, 2026.
Maximum Density	Density is based on General Plan land use element, ranging between 14 to 87 du / ac. Density can be further increased using state Density Bonus law.	Density for Mixed-Income projects is prescribed based on the width of the commercial corridor facing the project site: 70'-100' feet: 40 du/ac 100' - 150': 60 du/ac w/in 1/2 mile of a	Radius from Tier 2 Transit Oriented Stops: Within 1/4 mile: 100du/ac Within 1/2 mile: 80 du/ac Any project within 200 feet of any ped access to a transit-

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
		major transit stop - 80 du/ac Site of less than one acre: 30 du/ac Density for 100% affordable units is the higher between what is allowed in the underlying property per the Land Use map or 30 du/acre. No residential density limit shall be imposed for the conversion of existing buildings to residential use, except where the project would include net new square footage exceeding 20% of the overall square footage of the project. Density can be further increased using state Density Bonus law.	oriented development stop gets an additional 40 du / ac on top of the above. Density can be further increased using state Density Bonus law.
Minimum Density	No minimum density; however, projects must consist of at least 2 units to qualify.	No minimum density; however, projects must consist of at least 5 units.	The greater of the following: At least 30 du/ ac OR..... Minimum density allowed under local zoning, if applicable.

ATTACHMENT 3
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	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
Maximum Height	Based on underlying maximum heights in the zoning code. Maximum heights can be modified through concessions and/or waivers using state Density Bonus Law, if applicable.	Height is prescribed based on the width of the commercial corridor facing the project site: 70'-100' feet: 35 ft 100' - 150': 45 ft w/in 1/2 mile of a major transit stop - 65 ft Maximum heights can be modified through concessions and/or waivers using state Density Bonus Law, if applicable.	Radius From Tier 2 Transit Oriented Stops: Within 1/4 mile: 65ft Within 1/2 mile: 55ft Any project within 200 feet of any ped access to a transit oriented development stop gets an additional 20 feet on top of the above (adjacency multiplier) Maximum heights cannot be modified through concessions and/or waivers using state Density Bonus Law.
Parking Requirements	Parking is not required for projects within 1/2 mile of public transit. For projects outside this radius, parking is based on underlying zoning requirements unless the projects is eligible for Density Bonus Law.	100% affordable projects that are not within one-half mile an accessible major transit stop are subject to parking requirements pursuant to the BMC, unless preempted by state law (i.e. AB2097, Density Bonus Law).	Subject to underlying parking. However, most, if not all, will fall within AB2097 radius. If using Density Bonus Law, no parking required if 100% affordable or located in a very low vehicle travel area.
Unique Development Standards	Project must include at least two-thirds of its total square footage for residential use.	Projects within 500 feet of freeway must have specific air filtration and ventilation standards. Local	Average unit size shall not exceed 1,750 square feet.

ATTACHMENT 3
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		agency must require a phase I ESA as a condition of approval for the project. In addition, the law prescribed specific heights and densities listed above and specific setback standards in sections 65912.123(d)(1) to (3). An SB 79 project must be consistent with height, noise, and safety standards of an adopted airport plan, and must be consistent with applicable objective fire standards.	
Affordability Requirements	At least 10% of the units must be affordable to households at or below 80% of area AMI (lower income HH)	At least 15% of the units must be affordable to lower-income households. Some alternatives exist, such as 8% for very low-income and 5% for extremely low-income households, or 30% for moderate-income households in for-sale projects. Projects must comply with the	For projects of 10 or more units: Agree to provide for 55 years 7% Extremely Low Income HH; 10% Very Low Income HH; or 13% Low Income HH. Local inclusionary standards apply. Apply the stricter of the two.

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
		higher between the requirements above and the local inclusionary housing requirement.	
Anti-displacement and tenant protection	Cannot demolish occupied residential units, or units that were occupied by tenants within the last 10 years, housing units that were previously subject to rent control or other affordability covenants, or structures designated as historic landmarks.	A project is not eligible for the AB 2011 process if it would require demolishing housing units that were occupied by tenants within the last 10 years.	Cannot propose fewer units than previously existing (GC 66300.6); Must replace protected (affordable) units and offer other tenant protections including: relocation benefits; right of first refusal in the new housing development; etc.
Density Bonus Standards	Any incentives, concessions or waivers granted through the Density Bonus provisions of California law shall not render the project inconsistent with objective standards.	Any incentives, concessions or waivers granted through the Density Bonus provisions of California law shall not render the project inconsistent with objective standards.	a) Density Bonus requests shall use the SB79 prescribed densities as the base density. b) Project using density bonus law with 75 du/ac within 1/4 mile or 60 du/ac within 1/2 mile receive 1, 2, or 3 additional concessions depending on level of affordability provided. c)

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

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			Density bonus requests cannot include concessions or waivers from height maximums beyond SB79 or code maximums unless the project is 100% affordable and located within 1/2 mile of a major transit stop or a very low vehicle travel area.
Labor Requirements	When using SB35 process, trigger for Prevailing wage is 10 units; S&T Workforce is 85 feet unless 100% affordable, and projects of more than 50 units require apprenticeship program and provision of healthcare.	Prevailing wage for all projects. Projects of over 50 units require apprenticeship and provision of healthcare.	If not using SB35 process, projects over 85 feet in height still quire labor requirements including Prevailing Wage and S&T Workforce. Projects Using SB35 process require all labor standards included in Section 65913.4(a)(8) of the Government Code. When using SB35 process, trigger for Prevailing wage is 10 units; S&T Workforce is 85 feet unless 100% affordable, and projects of more than 50 units require

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
			apprenticeship program and provision of healthcare.
Tribal Requirements	Requires early consultation with traditionally and culturally affiliated Native American tribes during the NOI (Notice of Intent to submit an application) before a formal SB35 can be submitted. The local government must notify tribes within 30 days of a project's preliminary application. If there is a potential impact to tribal cultural resources, an "enforceable agreement" outlining treatment methods must be executed between the tribe, local government, and applicant; failure to reach an agreement renders the project ineligible for further processing.	AB 52 requirements not required for ministerial review (i.e. projects exempt from CEQA). AB52 only required when the project is on a vacant site that has a potentially non-mitigatable impact on tribal cultural resources.	Only if using SB35 process or AB130 CEQA exemption with its unique tribal consultation process. Projects not exempt from CEQA may require tribal notification/consultation per AB 52.
Process	Ministerial. First step is a Notice of Intent (NOI) to	Ministerial. Same as SB35, but the NOI step is not required.	Eligible for streamlined ministerial review

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
	Submit an SB35 application. A formal SB35 submittal entitles applicant for administrative approval, bypassing subjective design review and public hearings. Requires that approval or denial be based solely on whether the project complies with the local jurisdiction's objective standards. Administrative review of objective standards by Director, not appealable.	Administrative review of objective standards by Director, not appealable.	(SB35 / SB 423), but can also use the City's local discretionary Development Review (DR) process, and any other required entitlements, such as CUP. If submitting SB35/423, all SB35/423 provisions apply except for affordability requirements, which are unique to SB79.
Processing Timelines	Subject to both HAA and timelines built into SB35. If a local government fails to identify objective inconsistencies in a timely manner (within 60 or 90 days), the project is automatically "deemed consistent"	Same as SB35 after NOI process is completed.	Subject to Permit Streamlining Act (PSA), HAA, and SB35 timelines (if applicable).
Environmental Review	SB35 projects are exempt from CEQA due to the fact that the project approval	AB 2011 projects are exempt from CEQA due to the fact that the project	Can be exempt from CEQA if using SB35 (statutory Ministerial

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

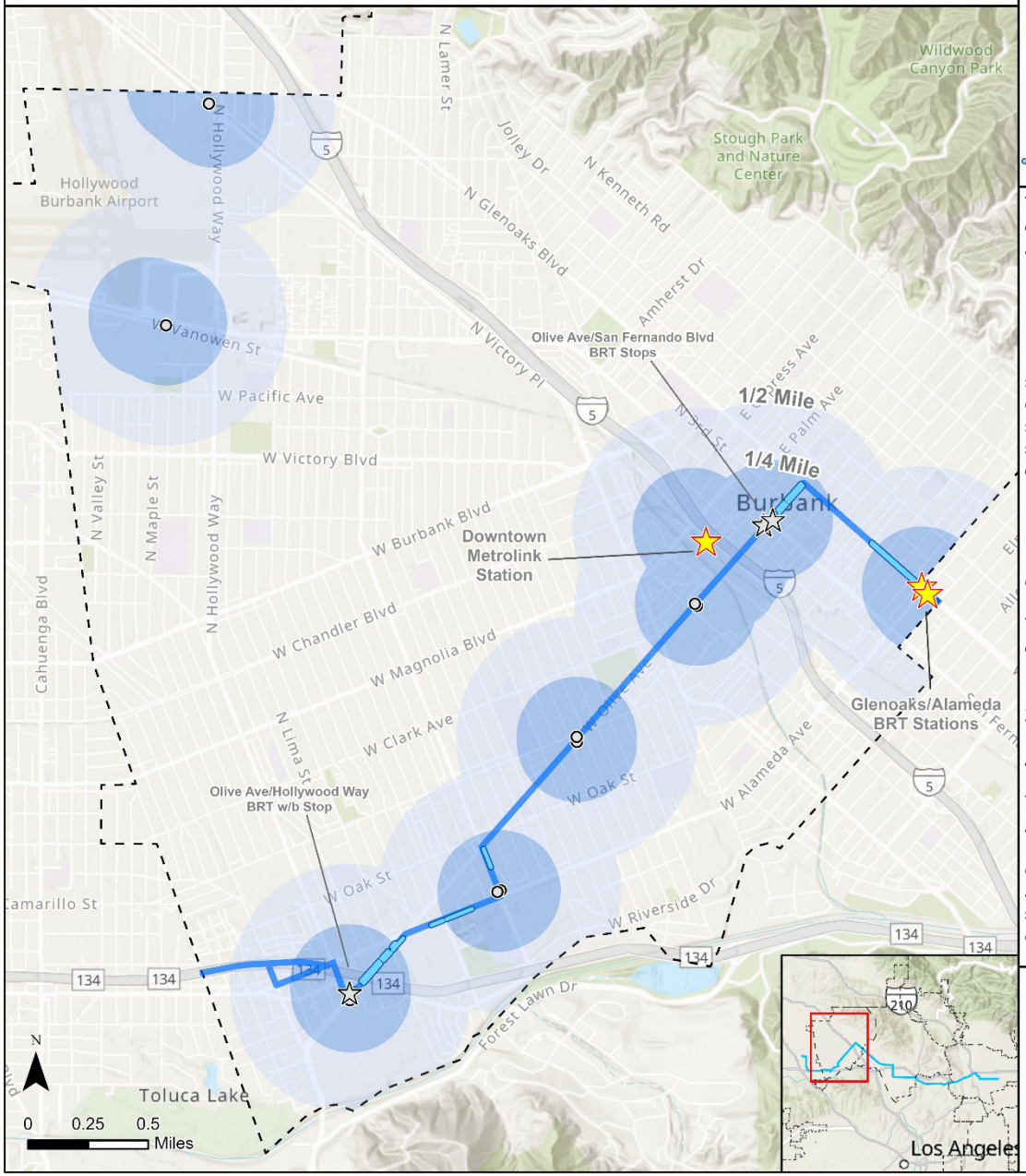
	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
	is ministerial. CEQA exempts ministerial projects by statute.	approval is ministerial. CEQA exempts ministerial projects by statute.	exemption); if using local process can exempt from CEQA using a number of eligible exemptions, including but not limited to: Infill Exemption in AB 130 (PRC 21080.66); Class 32 Categorical Exemption (CEQA Guidelines § 15332), Transit Priority Projects (PRC §21155.1), Transit Oriented Housing Exemption (PRC §21155.4), etc.
Health and Safety Considerations	Per the HAA, denials are permissible if the project poses a threat ("specific, adverse impact") to public health and safety. However, the project may still be approved if hazards can be mitigated to meet the local objective standards.	Per the HAA, denials are permissible if the project poses a threat ("specific, adverse impact") to public health and safety. However, the project may still be approved if hazards can be mitigated to meet the local objective standards. Vacant sites in VHFSZ are not eligible for AB2011.	Subject to HAA provisions. HAA limits the local govt's ability to deny projects which comply w/ objective standards unless they can provide specific adverse impact on public health and safety that cannot be mitigated.
Penalties for Wrongful Denial	A civil penalty of $10,000 to $50,000 per month can be	A civil penalty of $10,000 to $50,000 per month can be	Beginning Jan 1, 2027, any local government that

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	imposed for each violation, accruing from the date the violation began. A local government that loses a lawsuit over a wrongful denial is responsible for the project applicant's reasonable attorney's fees and litigation costs. These costs can be substantial, often exceeding $100,000. In cases of repeated or serious violations, a court can suspend the local government's authority to approve residential building permits and other land use decisions. The court may even take over the approval process for housing projects itself.	imposed for each violation, accruing from the date the violation began. A local government that loses a lawsuit over a wrongful denial is responsible for the project applicant's reasonable attorney's fees and litigation costs. These costs can be substantial, often exceeding $100,000. In cases of repeated or serious violations, a court can suspend the local government's authority to approve residential building permits and other land use decisions. The court may even take over the approval process for housing projects itself.	denies a project meeting the requirements of this section in a high-resource area shall be presumed to be in violation of the HAA and liable for penalties unless the local agency demonstrate that it has a health, life, or safety reason for denying the project.

ATTACHMENT 4
TOD Stop Locations

Transit Facilities Analyzed for Eligibility Under Senate Bill 79 (Draft)



Legend

- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT/Metrolink Stop
- Dedicated Bus Lane
- BRT Alignment

Distance Around Transit Stop Pedestrian Access

- 1/4 Mile
- 1/2 Mile
- City Boundaries

This map illustrates shaded buffer zones of 1/4- and 1/2-mile distances around transit facilities within the City of Burbank and their status as potential transit-oriented development (TOD) stops per SB 79. It also includes the North Hollywood to Pasadena Bus Rapid Transit System planned route through Burbank and planned stops.

In the City of Burbank, the only stops that meet SB 79's statutory definitions and service criteria fall under the categories of high-frequency commuter rail stops and Tier 2 stops. High-frequency commuter rail stops are defined as stations served by rail lines that operate at least 48 trains per day in both directions or bus rapid transit (BRT) stops that includes all of the following features: (1) Full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

The only transit facilities that meet all of these statutory definitions qualifying for SB 79 in the City at this time are:

1. Downtown Burbank Metrolink station
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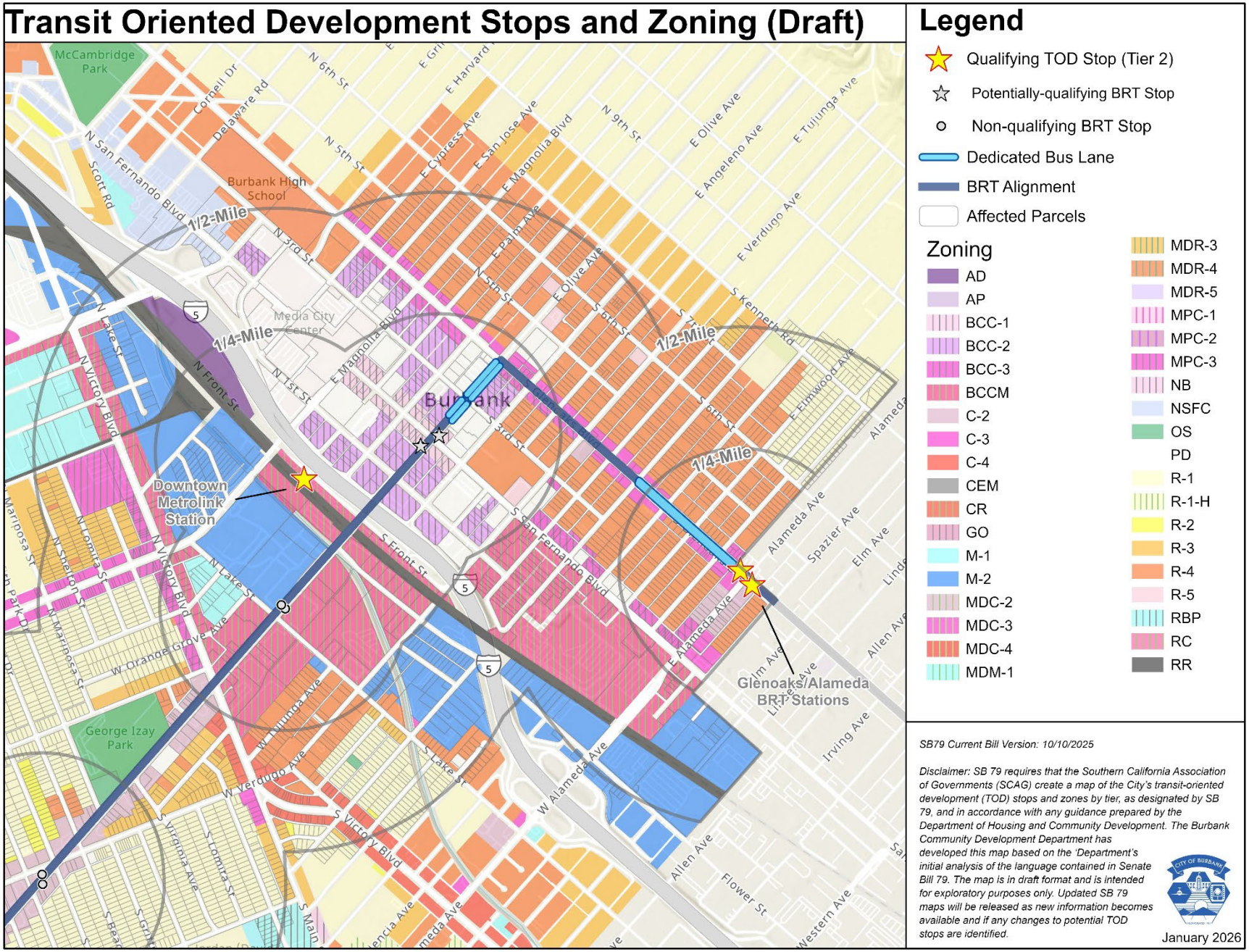
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SB 79 Current Bill Version: 10/10/2025

Disclaimer: SB 79 requires that the Southern California Association of Governments (SCAG) create a map of the City's transit-oriented development (TOD) stops and zones by tier, as designated by SB 79, and in accordance with any guidance prepared by the Department of Housing and Community Development. The Burbank Community Development Department has developed this map based on the 'Department's initial analysis of the language contained in Senate Bill 79. The map is in draft format and is intended for exploratory purposes only. Updated SB 79 maps will be released as new information becomes available and if any changes to potential TOD stops are identified.

January 2026

ATTACHMENT 5
TOD Stop Zoning Analysis



ATTACHMENT 6
SB 79 – “Alternative Plan” Requirements

The following summarizes the requirements to adopt an “Alternative Plan” in lieu-of implementing the base requirements of SB 79:

1. Must be complete by 2030 and requires review and approval by HCD.
2. Any Alternative Plan will require analysis of density and require new analysis of utility capacity to support SB79 density.
3. Maintain same net number of units allowed under SB 79, only allowed to redistribute within the TOD stop area.
4. Cannot reduce density on any parcel to less than 50% allowed by SB79, unless the site is within Very High Fire Hazard Severity Zone (HFHSZ),
5. Cannot increase density more than 200% of max density mandated by SB79.
6. Requires update of City’s Zoning Map, with no net loss across SB79 eligible areas.
7. Analysis is complex and includes existing allowable density, existing buildout of said density, and SB79 density.
8. Needs extensive community outreach and direction from the Council on which areas to be upzoned.
9. Requires adoption as part of the HE, a program of the HE, as specific plan overlay, or by Ordinance.

CITY OF BURBANK

OFFICE OF THE MAYOR

August 25, 2025

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O St., Suite 8220
Sacramento, CA 95814

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Chair Wicks,

On behalf of the Burbank City Council, I am writing to express our **strong** opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities in urban transit counties defined as "a county with more than 15 rail stations" to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input. Similarly, cities in non-urban transit counties near specific transit stops would need to approve development projects by right, up to five stories high, with a density of 80 homes per acre.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies unlimited land use authority on property they own or have a permanent easement on or before January 1, 2026, within a half mile of a transit stop. Transit agencies would have the power to determine nearly all aspects of the development including height, density, and design, without any regard to local zoning or planning.

The City of Burbank appreciates the author's desire to include an alternative transit-oriented development plan; however, as currently drafted, the local government has the option to do this through an additional analysis in the local government's housing element or through the adoption of an ordinance with approval from the Department of Housing and Community Development (HCD). In the AB 650 Senate Appropriations Analysis, HCD has determined that it will cost $11.1 million annually and 52 new staff positions to provide more clarity in the housing element review

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process. SB 79 would add additional requirements for state review, increasing workloads, and making it more likely that local governments will not get their housing elements or ordinances approved promptly.

Finally, the local flexibility provided in the measure is minimal at best. The bill does not provide exemptions for cities that have adopted plans to promote taller, denser residential development near transit in consultation with the community but fall short of the bill's rigid minimum requirements. The alternative plan would still be required to meet or exceed the required development near transit as determined by HCD across all transit-oriented development zones within the jurisdiction without accounting for infrastructure constraints, environmental hazards, or community design goals unique to each jurisdiction. For example, a community may want to distribute density around the jurisdiction due to its infrastructure capacity. However, they must still meet the minimum requirements of the bill, regardless of whether they make sense for the community or the design of the jurisdiction. In short, the flexibility is about how to meet the state's requirements – not whether those requirements make sense for the community.

The City of Burbank has proactively worked to accommodate new housing through our state-certified Housing Element as well as through several Specific Plans currently being developed while balancing responsible growth with community needs. SB 79 undermines this effort by imposing a one-size-fits-all approach that disregards the unique characteristics of local communities.

California will never produce the number of homes needed with an increasingly state-driven, by-right housing approval process. What we really need is a sustainable state investment that matches the scale of this decades-in-the-making crisis. For these reasons, the City of Burbank strongly opposes SB 79.
Thank you for your time and consideration.

Sincerely,

Nikki Perez

Mayor, City of Burbank

cc: Senator Caroline Menjivar
Assemblymember Nick Schultz
Kyra Emanuels Ross, Emanuels Jones & Associates
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

June 4, 2025

California State Assembly
Committee on Housing and Community Development
1020 N Street, Room 156
Sacramento, CA 95814

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Chair Haney,

On behalf of the Burbank City Council, I am writing to express our strong opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

SB 79 grants transit agencies unchecked land-use authority over properties they own or lease, with no requirement that these developments include housing—let alone affordable housing. Instead of facilitating responsible transit-oriented development, this bill:

1. **Eliminates Local Control** – SB 79 overrides city zoning and planning authority, giving transit agencies unilateral power to determine height, density, and design standards without any local government input.
2. **Weakens Community Engagement** – The bill eliminates opportunities for residents to provide feedback on developments that directly impact their neighborhoods.
3. **Ignores Affordable Housing Needs** – SB 79 does not mandate that new developments include affordable housing, failing to address California's critical housing shortage for low- and moderate-income families.
4. **Allows 100% Commercial Projects** – The bill permits transit agencies to develop fully commercial projects, even at key transit locations, without providing a single new home.
5. **Bypasses Environmental Review** – The bill allows significant developments to proceed without appropriate environmental assessments, potentially affecting infrastructure, and community resources.

The City of Burbank has proactively worked to accommodate new housing through our state-certified Housing Element as well as through several Specific Plans currently being developed while balancing responsible growth with community needs. SB 79 undermines this effort by imposing a one-size-fits-all approach that disregards the unique characteristics of local communities.

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For these reasons, the Burbank City Council respectfully opposes SB 79. We appreciate your consideration and welcome the opportunity to discuss alternative solutions that support housing growth while preserving local decision-making and community engagement.

Sincerely,

Nikki Perez
Mayor, City of Burbank

cc: Kyra Emanuels Ross, Emanuels Jones & Associates
Senator Caroline Menjivar
Assemblymember Nick Schultz
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

June 4, 2025

California State Assembly
Committee on Local Government
1020 N Street, Room 157
Sacramento, CA 95814

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Chair Carrillo,

On behalf of the Burbank City Council, I am writing to express our strong opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

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4. **Allows 100% Commercial Projects** – The bill permits transit agencies to develop fully commercial projects, even at key transit locations, without providing a single new home.
5. **Bypasses Environmental Review** – The bill allows significant developments to proceed without appropriate environmental assessments, potentially affecting infrastructure, and community resources.

The City of Burbank has proactively worked to accommodate new housing through our state-certified Housing Element as well as through several Specific Plans currently being developed while balancing responsible growth with community needs. SB 79 undermines this effort by imposing a one-size-fits-all approach that disregards the unique characteristics of local communities.

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For these reasons, the Burbank City Council respectfully opposes SB 79. We appreciate your consideration and welcome the opportunity to discuss alternative solutions that support housing growth while preserving local decision-making and community engagement.

Sincerely,



Nikki Perez
Mayor, City of Burbank

cc: Kyra Emanuels Ross, Emanuels Jones & Associates
Senator Caroline Menjivar
Assemblymember Nick Schultz
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

September 17, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: **REQUEST TO VETO SB 79 (Wiener): Housing development: Transit-Oriented Development**

Dear Governor Newsom,

On behalf of the Burbank City Council, I am writing to express our **strong** opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities in urban transit counties defined as "a county with more than 15 rail stations" to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input. Similarly, cities in non-urban transit counties near specific transit stops would need to approve development projects by right, up to five stories high, with a density of 80 homes per acre.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies unlimited land use authority on property they own or have a permanent easement on or before January 1, 2026, within a half mile of a transit stop. Transit agencies would have the power to determine nearly all aspects of the development including height, density, and design, without any regard to local zoning or planning.

The City of Burbank appreciates the author's desire to include an alternative transit-oriented development plan; however, as currently drafted, the local government has the option to do this through an additional analysis in the local government's housing element or through the adoption of an ordinance with approval from the Department of Housing and Community Development (HCD). In the AB 650 Senate Appropriations Analysis, HCD has determined that it will cost $11.1 million annually and 52 new staff positions to provide more clarity in the housing element review process. SB 79 would

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add additional requirements for state review, increasing workloads, and making it more likely that local governments will not get their housing elements or ordinances approved promptly.

Finally, the local flexibility provided in the measure is minimal at best. The bill does not provide exemptions for cities that have adopted plans to promote taller, denser residential development near transit in consultation with the community but fall short of the bill's rigid minimum requirements. The alternative plan would still be required to meet or exceed the required development near transit as determined by HCD across all transit-oriented development zones within the jurisdiction without accounting for infrastructure constraints, environmental hazards, or community design goals unique to each jurisdiction. For example, a community may want to distribute density around the jurisdiction due to its infrastructure capacity. However, they must still meet the minimum requirements of the bill, regardless of whether they make sense for the community or the design of the jurisdiction. In short, the flexibility is about how to meet the state's requirements – not whether those requirements make sense for the community.

The City of Burbank has proactively worked to accommodate new housing through our state-certified Housing Element as well as through several Specific Plans currently being developed while balancing responsible growth with community needs. SB 79 undermines this effort by imposing a one-size-fits-all approach that disregards the unique characteristics of local communities.

California will never produce the number of homes needed with an increasingly state-driven, by-right housing approval process. What we really need is a sustainable state investment that matches the scale of this decades-in-the-making crisis. For these reasons, **the City of Burbank strongly opposes SB 79 and urges you to veto the bill**.

Thank you for your time and consideration.

Sincerely,

Nikki Perez

Mayor, City of Burbank

cc: Senator Caroline Menjivar
Assemblymember Nick Schultz
Kyra Emanuels Ross, Emanuels Jones & Associates
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

April 4, 2025

The Honorable Scott Wiener
California State Senate
1021 O Street, Suite 8620
Sacramento, CA 95814

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Senator Wiener,

On behalf of the Burbank City Council, I am writing to express our strong opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

SB 79 grants transit agencies unchecked land-use authority over properties they own or lease, with no requirement that these developments include housing—let alone affordable housing. Instead of facilitating responsible transit-oriented development, this bill:

1. **Eliminates Local Control** – SB 79 overrides city zoning and planning authority, giving transit agencies unilateral power to determine height, density, and design standards without any local government input.
2. **Weakens Community Engagement** – The bill eliminates opportunities for residents to provide feedback on developments that directly impact their neighborhoods.
3. **Ignores Affordable Housing Needs** – SB 79 does not mandate that new developments include affordable housing, failing to address California's critical housing shortage for low- and moderate-income families.
4. **Allows 100% Commercial Projects** – The bill permits transit agencies to develop fully commercial projects, even at key transit locations, without providing a single new home.
5. **Bypasses Environmental Review** – The bill allows significant developments to proceed without appropriate environmental assessments, potentially affecting infrastructure, and community resources.

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For these reasons, the Burbank City Council respectfully opposes SB 79. We appreciate your consideration and welcome the opportunity to discuss alternative solutions that support housing growth while preserving local decision-making and community engagement.

Sincerely,



Nikki Perez
Mayor, City of Burbank

cc: Kyra Emanuels Ross, Emanuels Jones & Associates
Senator Caroline Menjivar
Assemblymember Nick Schultz
Senate Housing Committee
Senate Local Government Committee
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

June 11, 2025

Assemblymember Nick Schultz
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0044

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Assemblymember Schultz,

On behalf of the Burbank City Council, I am writing to express our strong opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

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For these reasons, the Burbank City Council respectfully opposes SB 79. We urge you to carefully consider the potential consequences of SB 79 and to vote against this bill. Thank you for your time and consideration.

Sincerely,

Nikki Perez
Mayor, City of Burbank

cc: Kyra Emanuels Ross, Emanuels Jones & Associates
California League of Cities

Senate Bill 79 Overview

January 27, 2026

COMMUNITY DEVELOPMENT

Recommendation

- **Direct staff to pursue clean-up language for SB 79 via the legislative process.**

- **Direct staff to continue to pursue discussions with SCAG regarding the official SB 79 eligibility maps and with Metro regarding potential impacts to the North Hollywood to Pasadena BRT.**

- **Direct CDD to revise/update the housing development process to ensure timely and efficient processing of housing development applications.**

- **Stay the course regarding Council directed planning efforts related to the specific plan preparation and adoption**

Senate Bill 79 Summary

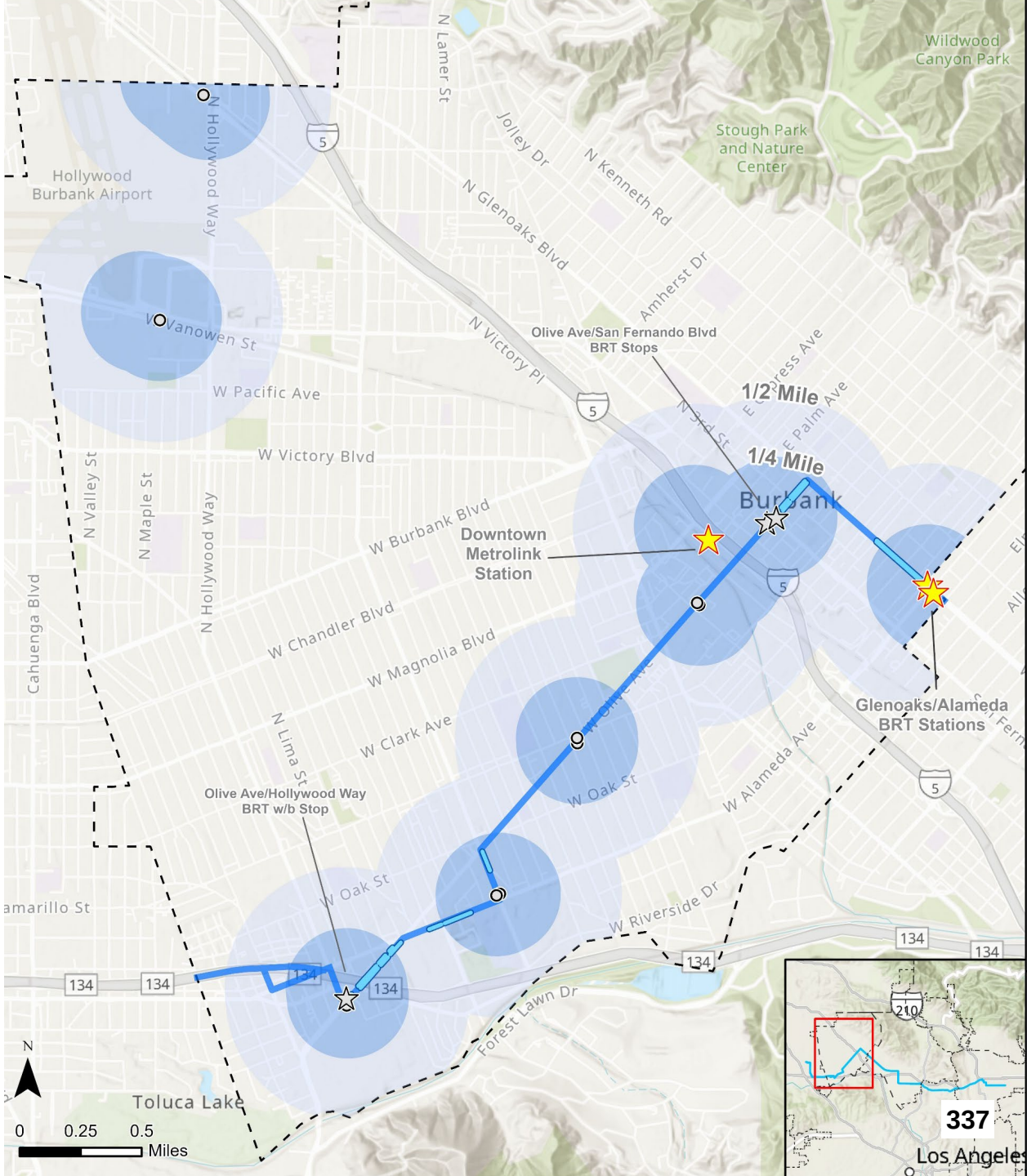
- **Bill signed by Gov. Newsom October 10, 2025**
- **Will become effective July 1, 2026**
- **Facilitates transit-oriented development by allowing housing on qualifying sites, superseding local development**
- **Qualifying sites consist of different “tiers” of transit stops**
- **Prescribes minimum densities and heights that may exceed local regulations.**

Background Information on City Actions

- City monitored SB 79 throughout the 2025 legislative process
- City submitted numerous opposition letters
- Follow up bills, SB 908 and SB 677 may include revised definitions, among other modifications
- Follow up bills still under development

Potential TOD Stops

- **Staff identified sites that meet or may eventually meet the definition of a TOD Stop**
- **Many are within a Specific Plan Area, or adjacent to one**
- **Several stops on Olive Avenue/Alameda Avenue not within or near a Specific Plan**



TOD Site Exclusions

Legend

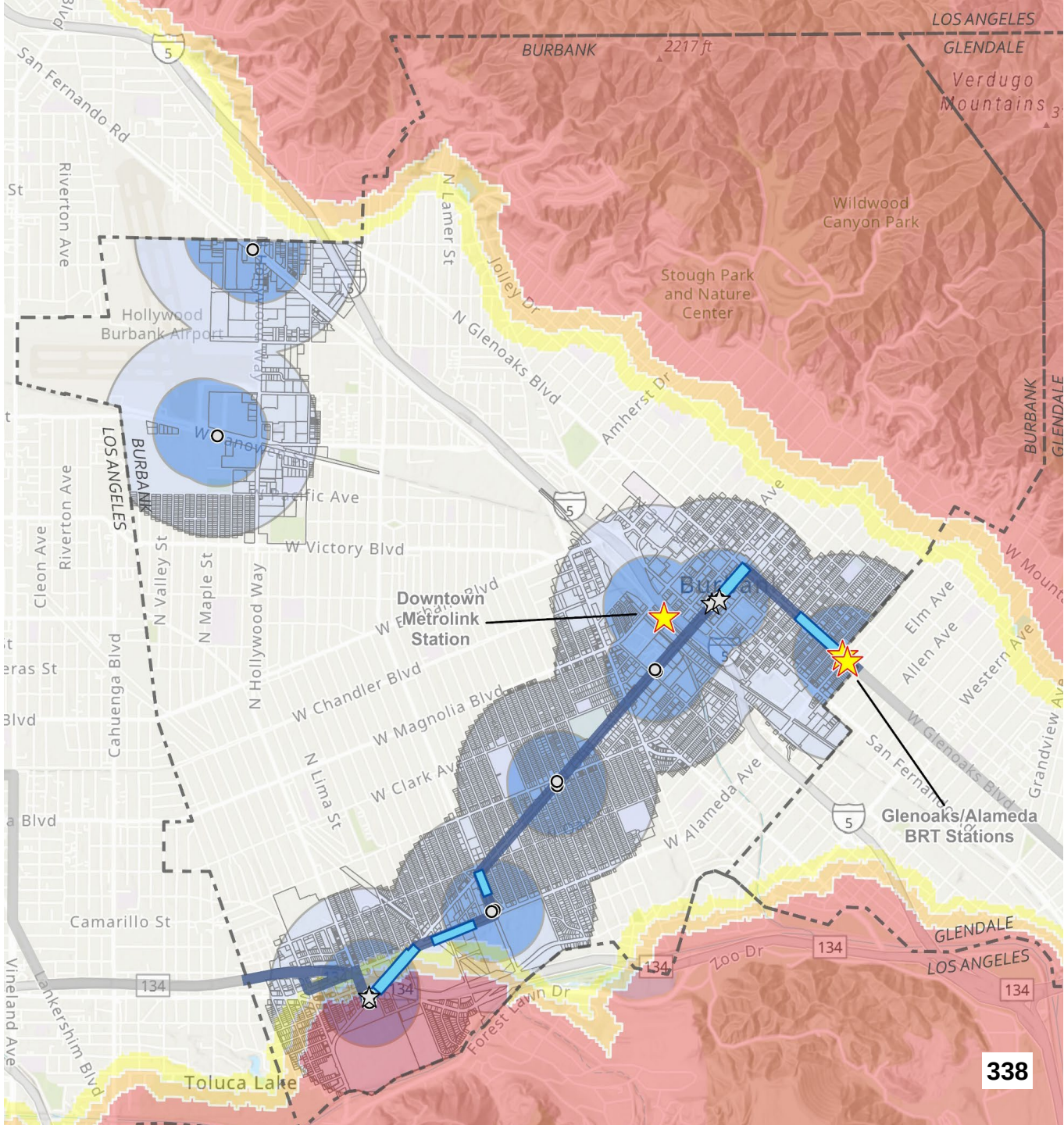
- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT/ Metrolink Stop
- Dedicated Bus Lane
- BRT Alignment

Distance Around Transit Stop Pedestrian Access

- 1/4 Mile
- 1/2 Mile
- Parcels within 0.5 Miles of a BRT or Metrolink Station

Fire Hazard Severity Zones

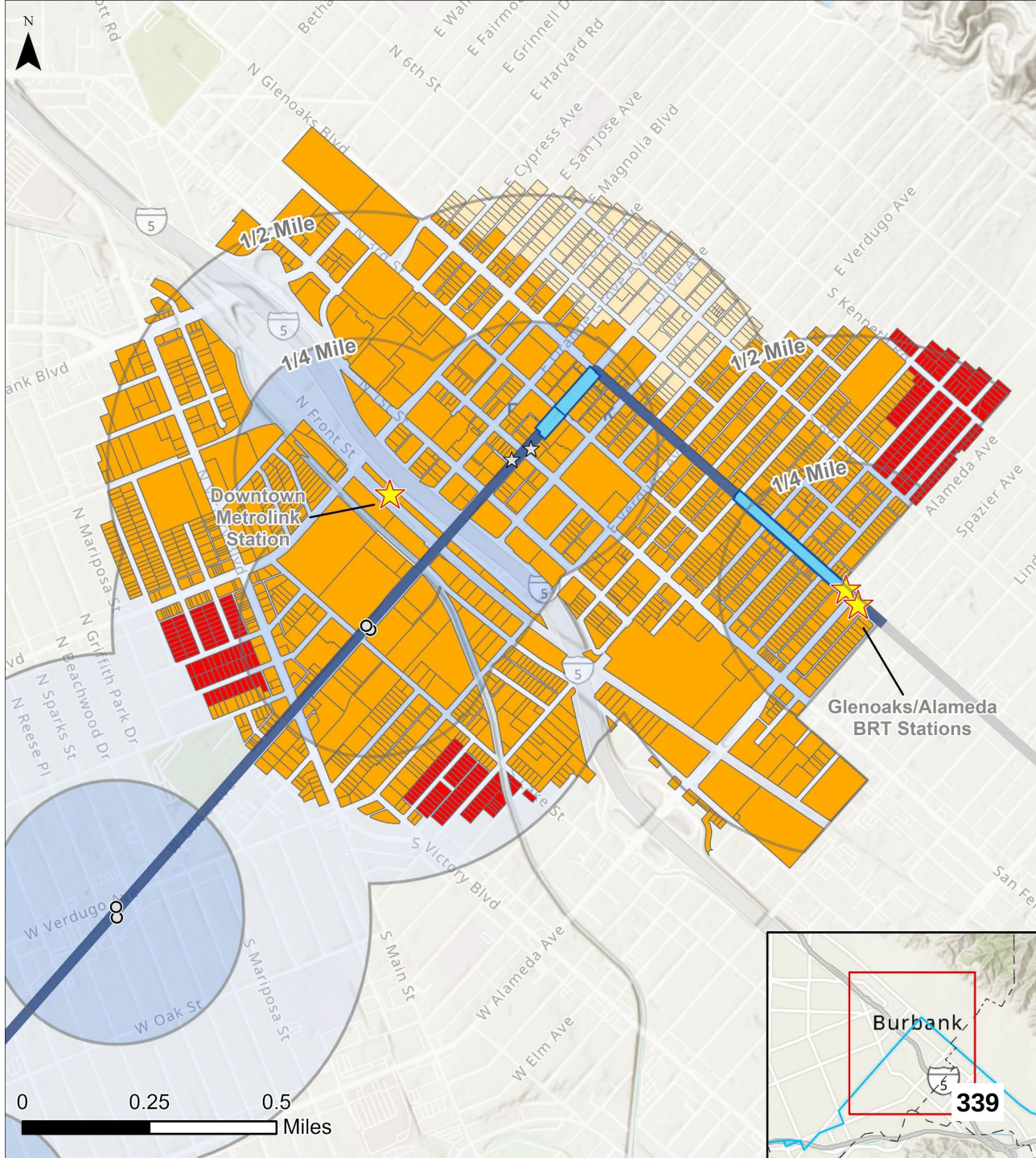
- High
- Moderate
- Very High
- City Boundary



Likely TOD Stops

- **Under existing conditions and considering potential exclusions, three sites are most likely to be eligible**

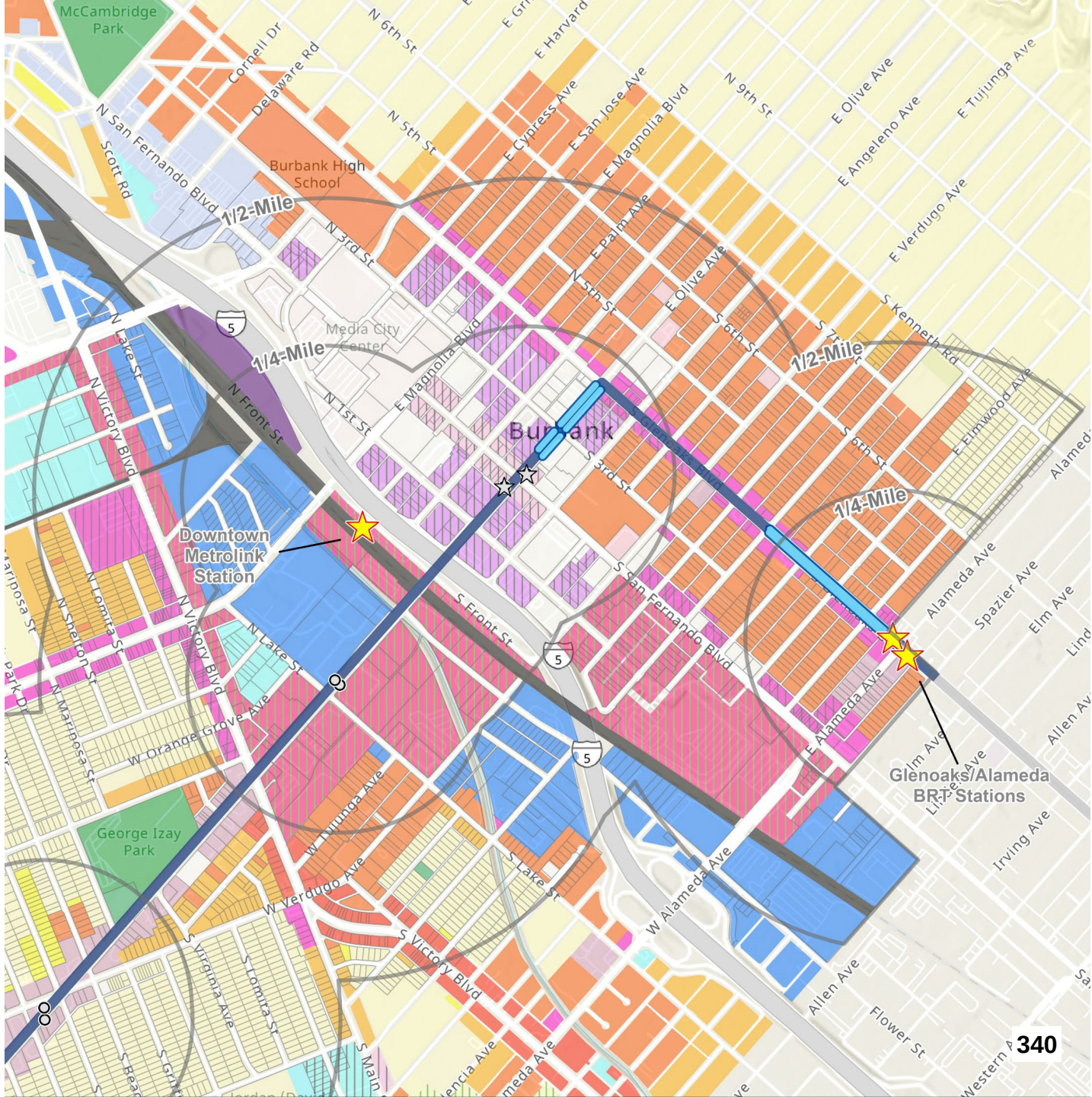
- **These sites meet the definition of “Tier 2” sites**



Zoning Overview

- **Parcels consist of commercial, industrial or multifamily land uses, with limited R-1 sites**

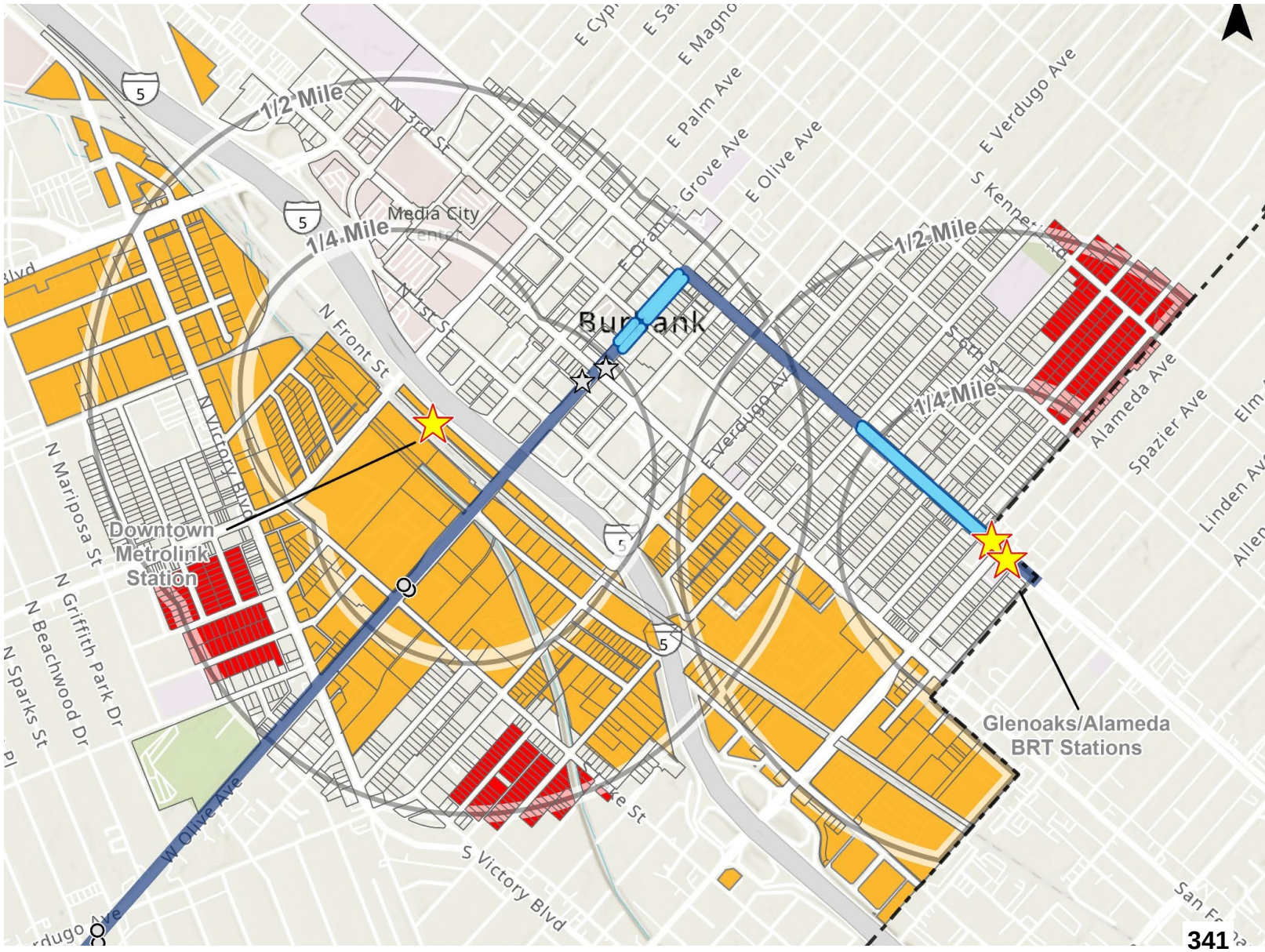
- **Many parcels within the specified radius of TOD Stops are also within the DTOD specific plan**



Parcels That Will Also Need to Invoke State Preemption

- **These parcels need to invoke SB 35/AB 2011 to utilize any aspect of SB 79**

- **All other parcels may invoke SB 79 through a CUP/AUP or Development Review application**



Implications for Current Land Use Planning

- **The Specific Plans incentivize the use of local regulations and process, over the use of a state option, such as a streamlined ministerial review or SB 79**

- **Streamlined ministerial reviews, SB 79 and other state housing mandates require staff to complete reviews within strict deadlines, subject to severe consequences**

Implications for BRT in Burbank

- **SB 79 new development potential was not evaluated by Metro as part of its Environmental Impact Report for BRT.**

- **City is required to predicate further project approvals in City rights of way related to the BRT on additional environmental review that incorporates the land use changes presented by SB 79, should it apply.**

Possible City Actions

- SB 79 provides for several alternative methods to comply
- Some are impractical or infeasible for Burbank due to time constraints or lack of qualifying eligibility criteria
- Others are feasible and require extensive analysis and Council input regarding prioritization of communities within a TOD Stop radius, with undetermined benefits

Recommendation

- **Direct staff to pursue clean-up language for SB 79 via the legislative process.**

- **Direct staff to continue to pursue discussions with SCAG regarding the official SB 79 eligibility maps and with Metro regarding potential impacts to the North Hollywood to Pasadena BRT.**

- **Direct CDD to revise/update the housing development process to ensure timely and efficient processing of housing development applications.**

- **Stay the course regarding Council directed planning efforts related to the specific plan preparation and adoption**

Staff Contact

Amanda Landry
alandry@burbankca.gov

COMMUNITY DEVELOPMENT

January 27, 2026

STAFF REPORT

CITY MANAGER'S OFFICE

DATE: January 27, 2026

TO: Justin Hess, City Manager

FROM: Courtney Padgett, Assistant City Manager
VIA: Cathryn LaBrado, Assistant to the City Manager
BY: Kylene Pecor, Community Assistance Coordinator

SUBJECT: Approval of the City of Burbank 2026 Legislative Platform

RECOMMENDATION

Approve the City of Burbank 2026 Legislative Platform.

BACKGROUND

As a full-service city, Burbank recognizes the need for active legislative engagement at the local, state, and federal levels to protect and enhance the interests of Burbank's residents and businesses. Accordingly, City officials and staff maintain close relationships with Burbank's state and federal representatives to advocate, influence, and monitor pertinent legislation. The purpose of the proposed 2026 Legislative Platform (Attachment 2) is to clearly outline the position of the City on priority issues and matters that impact the City's ability to operate effectively, while allowing the consideration of additional legislative and budget issues that arise during the legislative session. Ongoing legislative advocacy efforts include the following:

- Annual Department meetings with both the City's state advocacy firm, California Public Policy Group, and the City's federal advocacy firm, the Ferguson Group.
- Bi-weekly correspondence with California Public Policy Group and the Ferguson Group in the form of emails, virtual meetings, and newsletters to monitor legislative issues important to the City.
- Guidance on funding opportunities from California Public Policy Group and the Ferguson Group.

- Meetings, webinars, and other engagement with the League of California Cities (Cal Cities).
- Listservs and webinars from professional organizations to acquire information about legislation and projects pertinent to Burbank.
- Communication and correspondence with legislators via letters, meetings, and bi-annual visits to Sacramento and Washington D.C.
- Collaboration, when appropriate, with Cal Cities and the National League of Cities.

Accordingly, and in consultation with the City's legislative advocacy firms, the statements outlined within the platform are intended to assist the City Council and staff proactively and appropriately address legislation to promote City interests and preserve local legislative authority when necessary.

DISCUSSION

The 2026 Legislative Platform contains topics that have the potential for county, state, and federal participation and provides the City's legislative representatives and advocacy firms with a clear understanding of the City's priorities. The priorities outlined within the Platform have been drafted in consultation with the City's advocacy firms and are intended to assist Council and staff address legislation, promote City interests, and preserve local control and local legislative authority proactively and appropriately.

Priorities in the 2026 Legislative Platform remain the same as last year and include the following: Airport, Budget and Municipal Finance, Economic Development, Healthy Communities, Homelessness, Housing, Mandates, Libraries, Parks and Open Space, Mandates, Public Employment, Public Safety, Social Justice and Equity, State and/or Federal Funding, Sustainability, Technology, Transportation and Infrastructure, Utilities (Energy and Water), and Veterans. Each priority includes policy statements which articulate the City's legislative goals by addressing major areas of interest, while providing flexibility to respond to any unanticipated legislation.

Aside from non-substantive grammatical, wording, and stylistic changes, the following content changes were made in the 2026 Legislative Platform:

Healthy Communities

The policy statement regarding Access to Adaptive Recreation has been updated in both the federal and state sections to emphasize inclusivity as a key element related to adaptive recreation, reinforcing support for policies that expand equitable recreation activities for people of all ages and abilities.

Housing

A new policy statement has been added to both the federal and state sections related to Special Needs Housing to emphasize the City's support for fair housing assistance for special needs populations, including seniors, minors, low-income tenants, and persons with disabilities. The need for fair housing for these populations is identified as a Fair Housing Issue in the 2021-2029 Housing Element.

In addition, a policy statement has been added to the state section related to Affordable Home Ownership. The existing policy statement regarding Inclusion has been revised to incorporate language on Input, highlighting the importance of providing local governments with meaningful opportunities to participate in the development and reform of housing regulations that impact Housing Element review requirements and housing production streamlining laws.

Libraries, Parks and Open Space

New policy statements have been added to both the federal and state sections supporting Library Funding, Programs, and Digital Access, reaffirming the City's commitment to maintaining and expanding public access to information, technology, and educational resources for residents of all ages. A Parks and Library Infrastructure policy statement has also been added to both the federal and state sections to strengthen the City's advocacy for sustained investment in libraries, parks, and public facilities, supporting safe, well maintained, and modern community spaces. In addition, the existing Arts policy statement has been expanded to include Culture and Humanities, reflecting the City's support for policies that strengthen arts, cultural and humanities programs as vital contributors to community engagement, education, and economic vitality.

Public Safety

The existing policy statement regarding Fire Vegetation Management has been revised to include specific language regarding defensible space requirements, underscoring the City's advocacy for proactive strategies to reduce fire risk and improve community resilience.

Utilities – Energy

A new policy statement has been added to both the federal and state sections regarding Electric Reliability to support policies that improve access to critical equipment and address supply chain challenges that delay infrastructure repair and deployment. In addition, a policy statement has been added to both the federal and state sections related to Pole Attachments to oppose policies that limit or preempt local authority over utility pole and streetlight attachments and to support legislation that preserves municipal discretion and oversight.

Position Letters from Council Members

For proposed legislation, either consistent with the City's legislative priorities, with legislative positions the City has taken in the past, or with positions taken by Cal Cities, the current practice grants City staff the authority to prepare position letters for the Mayor's signature. Items not within this framework nor addressed in the Legislative Platform will require further Council direction. Should a Council Member wish to send a position letter signed by all five Council Members, the Council Member must request Council approval of such letter by introducing an additional agenda item. Staff will then return with a first-step staff report for Council's consideration. Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this report.

CONCLUSION

Staff recommends Council approve the 2026 Legislative Platform.

ATTACHMENTS

Attachment 1 – 2025 Legislative Platform Redline Version
Attachment 2 – Proposed 2026 Legislative Platform

2026~~5~~ Legislative Platform

Burbank is a vibrant and bustling Southern California community located in the eastern part of the San Fernando Valley, 12 miles east of downtown Los Angeles. Due to the City's central location in the region, its convenient accessibility, and continued economic vitality, it has grown from a rural town at its incorporation in 1911, into a thriving urban city of more than 105,000 residents today, with a daily workforce population of more than ~~200~~165,000.

To be responsive to the needs and demands of our citizens, visitors, and businesses alike, we seek to meet those needs while adhering to the fundamental principles of people, pride, and progress.

Over the years, these guiding principles have, and continue to, cultivate and nurture a safe, beautiful, and thriving community. As the "Media Capital of the World," Burbank is home to a diverse creative economy, ranging from major film and television studios, as well as animation, video game development, digital media, and an emerging network of innovative independent production companies.~~Warner Bros. Entertainment, The Walt Disney Company, ABC, Nickelodeon, and Netflix Animation.~~

In providing services to our ~~citizenry~~community, the City takes pride in having reliable, sustainable, and affordable municipal electric and water utilities, police and fire services, recreational facilities and other high quality municipal programs and services. Burbank is also known for its exceptional schools, tree-lined neighborhoods, and ~~a~~ diverse business community.

As a full-service city, Burbank recognizes the need for active legislative engagement with federal and state government officials to protect and enhance the interests of its residents and businesses. Accordingly, City officials maintain close relationships with Burbank's federal and state representatives and agency officials to advocate, influence, and monitor pertinent legislation.

In addition, the City of Burbank is committed to preserving local control and decision-making authority and therefore opposes unfunded or inadequately funded mandates, especially those that may be injurious to the character of its neighborhoods, the provision of community services, or the success of its business community.

The 2026~~5~~ Legislative Platform outlines the position of the City of Burbank on priority issues, from responsible development to sustainability measures, as well as resources for innovative transit and clean energy projects.

Drafted in consultation with the City's federal and state advocacy firms, the Platform is intended to assist the Mayor, Council Members, and staff to proactively and appropriately address legislation, regulations, and or policies, which may impact the City's ability to operate effectively, while allowing the consideration of additional legislative, regulatory, and budgetary issues that arise during the legislative session. With the Platform as a guiding document, the City will continue to work with its constituents, elected officials and other interested parties, to promote and preserve the City's interests at the federal level.

Key Highlights of the 2026~~5~~ Federal Platform

The platform is comprehensive in its scope and breadth, covering seventeen priority topic areas – reflecting the city's deep commitment to its community in general and its citizens in particular – including, but not limited to: ongoing transportation and infrastructure (physical as well as cyber) challenges; ever expanding public health and safety needs; continuous efforts to meet the housing demands of both our housed and unhoused citizens; and efforts to support our recreational, conservation, natural resources, and water priorities.

Among the seventeen federal priorities, all discussed fully in the attached, there are several areas of particular relevance for federal policy makers in congress and the executive branch:

- **Municipal Bond Tax -** The City opposes any effort to eliminate, or cap, the tax-exempt status of municipal bonds, which is among the few federal tools remaining for local governments to finance large capital projects.
- **Workforce Training and Development –** The City supports training and development initiatives, through legislation, regulation or funding opportunities, that advance collaboration among community partners including, but not limited to, non-profits, the Burbank Unified School District Board of Education, and the Workforce Development Board. In addition, the City will seek additional funding for training and apprenticeship programs to develop youth, veterans, and underemployed individuals for jobs relevant to the City's workforce.
- **Promote Successful Local Businesses –** The City seeks measures that support the City's continued efforts to retain and promote local (particularly small) businesses, including funding opportunities (i.e. loans and tax credits for business improvements) and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.
- **Increase Nutrition For Citizens -** The City supports legislation, regulations and funding opportunities to increase access to affordable meal programs for older adults, youth, and the disabled.
- **Funding and Collaboration to Remove and Clean Homeless Encampments -** The City seeks new funding opportunities and supports legislation designed to promote collaboration among county, state, city, and federal agencies for the legal and humane removal and storage of homeless belongings and clearing of areas that are highly vulnerable to fires and have developed to unsafe conditions, such as along federal railroads, underpasses, freeway embankments, flood control channels, and critical infrastructure buildings/equipment.
- **Low-Income Housing Tax Credit Program** - The City supports legislation that would amend both federal and state Low-Income Housing Tax Credit Programs to support and deem competitive a mix of units in an affordable housing project, to promote sustainable and integrated communities.
- **Enhance Home Ownership -** The City supports growth in individual home ownership through reasonable measures to reduce obstacles and costs to construction of new home ownership opportunities, including rent to own programs and condominium liability reform.
- **NEPA Reform -** The City supports sensible National Environmental Policy Act (NEPA) reform that will enable new housing production.
- **Housing Security -** The City supports legislation that protects property ownership and prioritizes small property owners over institutional investors, as well as federal funding opportunities for rental assistance programs to ensure housing security for residential tenants.

- **Imposition of Unfunded Federal Mandates -** The City opposes federal mandates that do not include realistic timeframes, funding for corollary costs of compliance (e.g. infrastructure costs for housing construction mandates), associated personnel costs, and technical support for jurisdictions to ensure compliance with mandates.
- **Public Safety Training Programs ~~Address Increases in Crime~~ –** The City supports policies, legislation, and funding opportunities, which prioritize public safety and ensure ~~police officers~~public safety personnel receive adequate training, education, and equipment to successfully protect the community.
- **Support Crime Reduction Solutions** - The City will advocate for legislation and funding opportunities that prioritize~~s~~ preventing and reducing crime and promoting rehabilitation. The city will also advocate for legislation that prioritizes drug prevention programs, mental health initiatives, enhanced protective equipment, and solutions for homelessness.
- **Emergency Preparedness -** The City will advocate for funding opportunities and legislation that encourage disaster preparedness and emergency planning~~, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts~~. Seek direct and flexible funding opportunities for localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.
- **Fire Vegetation Management –** The City will advocate for and support well~~-~~balanced legislation as well as funding opportunities that promote ~~would~~ compliance with defensible space requirements~~allow vegetation management~~ in an effort to ~~to be done~~reduce fire risk in the community.~~ in a timely manner by responsible parties to reduce risk of fire.~~
- **Cybersecurity Protection –** The City will advocate for legislation and funding that would prevent and reduce cybercrime that would impact municipal services. Advocate for legislation and funding opportunities to protect against cyber security attacks and prevent and resolve breaches (e.g. the ability to use cyber-attack and intrusion detection, automated Artificial Intelligence attack response solutions, and recovery programs).
- **Pursue Infrastructure Funding Opportunities –** The City will advocate for and support federal funding opportunities that are designed to mitigate traffic congestion and maintain/improve Burbank's infrastructure. These include, but are not limited to, the Federal Highway Safety Improvement Program as well as Congestion Management Air Quality Funds, the federal gas tax, and Active Transportation funds.
- **Innovative Infrastructure Financing Programs –** The City will advocate for transportation policies that seek to regenerate funds that support maintenance and development of Burbank's infrastructure projects, including infrastructure finance districts and other innovative financing programs to support construction as well as maintenance long term (i.e. – Public Private Partnerships).
- **Support Hydropower and Small Modular Reactors -** The City will support the inclusion of hydropower and small modular reactors as zero-carbon energy sources, consistent with efforts to develop federal standards to safely dispose of and handle related waste.
- **Enhanced Cyber and Physical Security –** The City will support legislation and or regulations regarding cyber and physical security to protect utility assets and operations.
- **Wildfire Mitigation –** The City will advocate for, and support, legislation that promotes prevention and reduction of wildfire risk through responsible power management. The City will also advocate for funding opportunities to mitigate wildfire risks.

- **Technology Initiatives –** The City will advocate for, and pursue, funding opportunities to promote the use of data and advanced technologies to create efficiencies, promote economic development, enhance utility operations, and help solve other sustainability challenges.
- **Cost-Effective Water Ecosystem Projects -** The City will advocate for and support federal funding opportunities for water ecosystem projects that enhance water quality and are cost-effective. Advocate for direct beneficiaries and cost causers to fund their fair share of infrastructure project costs that provide long-term benefits to the state and its inhabitants.
- **Water Supply Projects –** The City will advocate for federal funding for the expansion of current, and the construction of new, water supply projects including desalination and importing water from water rich regions of the United States.
- **Water Conservation -** The City will advocate for legislation and funding opportunities that support water conservation measures, including residential and commercial customer assistance, water storage, and efforts to mitigate and plan for droughts, such as drought-resistant landscaping and permeable surfaces.
- **Direct Potable Reuse -** The City will advocate for, and support, continued work on developing regulations and funding for the implementation of Direct Potable Reuse.
- **Veteran Funding and Initiatives –** The City will advocate for, and support, initiatives, partnerships, funding opportunities, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to, physical and mental health, affordable housing, employment, and education.

  The City looks forward to partnering with federal policymakers in the weeks and months ahead to advance the priorities contained in our platform toward the betterment of our community and citizens.

Table of Contents (page # not included in this list)

- **AIRPORT**
- **BUDGET & MUNICIPAL FINANCE**
- **ECONOMIC DEVELOPMENT**
- **HEALTHY COMMUNITIES**
- **HOMELESSNESS**
- **HOUSING**
- **LIBRARIES, PARKS AND OPEN SPACE**
- **MANDATES**
- **PUBLIC EMPLOYMENT**
- **PUBLIC SAFETY**
- **SOCIAL JUSTICE & EQUITY**
- **STATE AND FEDERAL FUNDING**
- **SUSTAINABILITY**
- **TECHNOLOGY**
- **TRANSPORTATION/ INFRASTRUCTURE**
- **UTILITIES**
- **VETERANS**

AIRPORT

1. **Public Safety** Support and/or advocate for legislation or regulations that promote and improve public safety and counter-criminal measures at and around the airport grounds.
2. **Unmanned Aircraft Systems** Request that the Federal Aviation Administration to develop clear rules and regulations for governing the use of unmanned aircraft systems (UAS), while preserving local control to regulate the use and application of UAS for industry and City services.
3. **Increased Accessibility** Support and/or advocate for legislation and polices that increases accessibility for airline passengers both on the ground and in the air.

BUDGET & MUNICIPAL FINANCE

1. **Limitations on Municipal Liability**. Support and/or advocate for legislative and or regulatory changes to personal injury tort law such as caps on damages and contingency fees and limitations on joint and several liability. Support legislation and or regulation that expands governmental immunity related to public improvements such as unforeseen tree failures and trivial defects.
2. **Sequestration** Support legislation to end the threat of sequestration of federal payments related to Build America Bonds (BABs) and refundable elective payment energy tax credits.
3. **Municipal Bond Tax** Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, which is among the few tools remaining for local governments to finance large capital projects.

ECONOMIC DEVELOPMENT

1. **Workforce Training and Development** Support and/or advocate for workforce training ~~and development~~ initiatives ~~(through legislation, regulation or funding opportunities)~~ that ~~enhance~~ strengthen collaboration among community partners ~~including, but not limited to non-profits, the Burbank Unified School District Board of Education, and the Workforce Development Board~~. ~~In addition, seek additional~~ Pursue funding for training and apprenticeship programs ~~to develop~~that prepare youth, veterans, and underemployed individuals for jobs ~~relevant to~~aligned with the City's workforce needs and enhance career services to support employers and job seekers, particularly in Burbank's key industries.
2. **Entrepreneurship** Support and/or advocate for legislation, regulations, or funding opportunities that provides a funding mechanism to accelerate innovation and entrepreneurship in the region, including the addition of a physical space for an incubator or accelerator.
3. **Tourism Funding** Support and/or advocate for legislation and/or regulations that protects and enhances funding for tourism marketing and infrastructure to support the strong, growing tourism industry in California.
4. **Successful Local Businesses** Support and/or advocate for measures that support the City's continued efforts to retain and promote local businesses and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.
5. **New Redevelopment Funding** Seek, promote, and implement new or alternative approaches that may replace redevelopment funding mechanisms that deliver positive benefits to Burbank.
6. **Business Attraction** Support and/or advocate for measures that seek to preserve and maintain the entertainment, technology, medical, and other growing industries within the City and state, while continuing efforts to diversify the local economic base. Advocate for incentives to retain entertainment and animation industry jobs and businesses in California.
7. **Economic Development** Continue efforts to secure legislation and/or regulations that will provide funding mechanisms to promote continued economic development, including initiatives to provide financing for business assistance loans, no interest loans, façade improvements, and

infrastructure improvements, including exterior improvements such as public art installations, roadway/sidewalk improvements, landscaping, and more.

8. **Telecommunication and Broadband** Support and/or advocate for federal legislation and/or regulations preserving the City's interest in telecommunication, broadband, and infrastructure operations. Seek funding opportunities for expanding local broadband options.
9. **Business Funding Opportunities** Advocate for funding opportunities for small business assistance, loan programs for business improvements, and tax credits for businesses.
10. **Tax Credits and Incentives for Creative/Entertainment Industry** Advocate for tax credits and incentives to attract and retain entertainment industry jobs.

FEDERAL FUNDING

1. **Burbank at a Competitive Advantage** Proactively seek continued and alternative funding sources (i.e. grants) that will benefit the City's ability to provide valuable community services. Advocate for funding criteria that puts Burbank at a competitive advantage.
2. **Legislation to Increase Funding for Burbank** Advocate for and support legislation and federal funding opportunities that would increase funding for Burbank's community services including funding for local law enforcement Community Oriented Policing Services (COPS), Urban Area Security Initiatives (UASI), forensic science, Community Development Block Grants (CDBG), public libraries, affordable housing, employment services, senior citizen and youth programs, recreation facilities, cultural arts facilities, maintenance and infrastructure improvements, public schools, park and open space development, and sustainable energy and water among others.
3. **Tri-City Efforts** Leverage current Tri-City efforts to obtain funding for mutually beneficial projects, facilities, and shared resources.
4. **Redistricting** Maintain the classification of the tri-city area of Burbank, Glendale, and Pasadena.

HEALTHY COMMUNITIES

1. **Access to Healthy Eating** Support and/or advocate for legislation, regulations, and funding opportunities to increase access to affordable meal programs for older adults, youth, and the disabled.
2. **Aging in Place** Support and/or advocate for legislation, regulations, and/or funding opportunities to foster independence, well-being, and access to resources for older adults.
3. **Access to Childcare** Support and/or advocate for funding opportunities to increase access to childcare for the community, with an emphasis on care and education for children ages 0-5.
4. **Affordable Health Care** Support and/or advocate for legislation, regulations, and/or funding opportunities that creates options and opportunities for access to affordable healthcare and support universal single payer health care for all of our citizens.
5. **Access to Inclusive and Adaptive Recreation** Support and/or advocate for funding opportunities and programs that ~~provide~~ expand inclusive sports, fitness, recreation, and outdoor activities for people of all abilities and ages, including individuals with disabilities, youth, seniors, veterans, and low-income residents.
6. **Access to Mental Health Services** Support and/or advocate for policies, legislation, and/or regulations that increase access to responsive and/or preventative mental health services for all our citizens and destigmatizes receiving mental health care. Advocate for support of regional resources related to mental health care.

HOMELESSNESS

1. **A Balanced Approach** Support and/or advocate for a housing-first approach to address homelessness that considers expanded funding opportunities for project-based transitional and

permanent affordable housing for homeless families and the creation of special needs housing for those suffering from mental illness, all of which include support services to ensure a continuum of care for this vulnerable segment of the population.

2. **Street Outreach Teams** Support and/or advocate for new funding opportunities for expanded Street Outreach Teams in collaboration with law enforcement, first responders, educators, and the County's health and mental health departments for those affected by homelessness and mental health issues.
3. **Funds for Burbank's Homelessness Plan** Support and/or advocate for federal funding opportunities regarding implementation of City or sub-region homelessness plans, including funding to support physical and mental health services, safe parking areas, and access to effective referral systems.
4. **Funding and Collaboration to Remove and Clean Homeless Encampments** Support and/or advocate for legislation, regulations, and/or funding opportunities designed to promote collaboration among city, county, state, and federal agencies for the legal and humane removal and storage of homeless belongings and clearing of areas that are highly vulnerable to fires and have developed to unsafe conditions, such as along federal railroads, underpasses, freeway embankments, flood control channels, and critical infrastructure buildings/equipment.

HOUSING

1. **Accessible Housing Affordable at All Income Levels** Support and/or advocate for legislation and programs that assist in providing housing at all income levels, within mixed-income residential developments in the City, along with the supportive services necessary for residents to sustain their housing.
2. **Workforce Housing** Support and/or advocate for ~~and support~~ legislation and programs that assist the public and private sectors in funding and developing housing for all levels of affordability and household sizes, including affordable housing for the Burbank workforce, to meet the City Council's goal of facilitating the building of 12,000 units by 2035.
~~2.~~3. **Special Needs Housing** Support and/or advocate for legislation and programs that provide rental assistance for special needs households with elderly, minors, low-income tenants, and persons with disability, as well as legislation that incentivizes modification of housing to accommodate the elderly and persons with disability.
~~3.~~4. **Voucher Programs** Support and/or advocate for increased funding of voucher programs, including the Section 8 Program, Veterans Affairs Supportive Housing (VASH), Permanent Supportive Housing Vouchers (PSH), and Emergency Housing Vouchers (EHV) or any similar emergency housing programs, to allow for the increase of rental subsidies within urban areas with high rental cost. Also support and/or advocate for programmatic changes to focus programs on the elderly, disabled, and other special need and vulnerable households. Advocate for and support Project Based Vouchers for housing developments that meet City Council goals.
~~4.~~5. **Emergency, Interim, Transitional and Supportive Housing** Support and/or advocate for legislation and funding for a variety of housing options including emergency, interim, and transitional housing units while new permanent supportive housing units are developed for people experiencing homelessness, along with support services needed to make these successful.
~~5.~~6. **Low-Income Housing Tax Credit Program** Support and/or advocate for legislation that would amend both federal and state Low-Income Housing Tax Credit Programs to support and deem a competitive ~~a~~ mix of units in an affordable housing project, to promote sustainable and integrated communities.
~~6.~~7. **Owner Occupancy**~~.~~ Support and/or advocate for affordable homeownership and growth in individual home ownership through reasonable measures to reduce obstacles and costs to

construction of new home ownership opportunities, including rent to own programs and condominium liability reform.

~~7.~~8. **National Environmental Policy Act (NEPA) Reform** Support and/or advocate for sensible National Environmental Policy Act reform or exemptions for eligible housing development that will enable new housing production.

~~8.~~9. **Housing Security** Support and/or advocate for legislation that protects existing individual property ownership, prioritizing ~~and prioritizes~~ small property owners over institutional investors, as well as federal funding opportunities for rental assistance programs to ensure housing security for residential tenants.

~~9.~~10. **HOME Program Changes** Support and/or advocate for programmatic changes to the HOME Investment Partnership Program by removing the expenditure deadline as the creation of affordable housing by community housing development organizations can take several years to complete.

LIBRARIES, PARKS AND OPEN SPACE

1. **Connectivity** Support and/or advocate for initiatives to develop connecting trail systems in the Verdugo mountainside and ~~.~~enhance safe and accessible trail networks, greenways, and nature-based connections that link trails, parks, and open spaces.
2. **Open Space Protection** Support and/or advocate for legislation and funding opportunities directly, or through federally funded state programs, which preserves and protects open space, green space, and natural habitats throughout the City of Burbank.
3. **Library Funding, Programs, and Digital Access** Support and/or advocate for legislation and funding opportunities that restore and increase library funding, strengthen state and federal support for libraries, and enhance robust library services and access.
4. **Park and Library Infrastructure** Support and/or advocate for legislation that provides funding for rehabilitation, development, and capital improvements of local parks, libraries, and community facilities, enhancing both active and passive recreational spaces.
5. **Access to Diverse Library Materials** Support and/or advocate for legislation that prevents bans on reading, listening, and viewing material for youth in public libraries and protects library employees from liability related to providing access to diverse perspectives.

~~2.~~6. **Arts, Culture and Humanities** Support and/or advocate for federal legislation and funding opportunities that increase resources for local arts, culture, and humanities programs~~and cultural events~~, including but not limited to performing and visual arts and humanities programs, the preservation of cultural heritage and capital improvements of art venues.

MANDATES

1. **Timely Reimbursements** Support and/or advocate for initiatives to ensure timely reimbursements from the federal government.
2. **Imposition of Unfunded Federal Mandates** Oppose mandates that do not include realistic timeframes, funding for corollary costs of compliance (e.g. infrastructure costs for housing construction mandates), associated personnel costs and technical support for jurisdictions to ensure compliance with mandates.

PUBLIC EMPLOYMENT

1. **Disclosures and Accountability** Support and/or advocate for legislation that enhances appropriate disclosure and provides accountability of public funds.
2. **Good Faith Negotiations** Promote legislation that strengthens good faith negotiations between employee organizations and local agencies.

3. **Control Workers' Compensation** Support and/or advocate for legislation that would control medical and legal costs related to workers' compensation.
4. **Workers' Compensation Reform** Continue to support workers' compensation reform that is inclusive of both safety and non-safety employees.

PUBLIC SAFETY

1. ~~**Address Increases in Crime**~~**Public Safety Training Programs** Support and/or advocate for policies, legislation, and funding opportunities, which prioritize public safety and ensure ~~police officers~~public safety personnel receive adequate training, education, and equipment to successfully protect the community.
2. **Supportive Programs and Solutions** Support and/or advocate for legislation and funding opportunities that prioritizes preventing and reducing crime and promoting rehabilitation. Also, support and advocate for legislation that prioritizes drug prevention programs, mental health initiatives, enhanced protective equipment, and solutions for homelessness.
3. **Traffic Safety** Support and/or advocate for Office of Traffic Safety grant funding related to all aspects of traffic safety.
4. **Pedestrian and Bicyclist Safety** Support and/or advocate for legislation that prioritizes road safety, with a specific emphasis on protecting pedestrians and bicyclists – especially vulnerable users like children, the elderly, and the disabled.
5. **Reimbursement for Presidential Visits** Pursue law enforcement funding and/or reimbursement from federal agencies such as the Department of Homeland Security or Federal Emergency Management Agency for Presidential and/or high-profile attendee visits.
6. **Criminal Justice Reform** Support and/or advocate for evidence-based criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.
7. **Latest Technology** Support and/or advocate for legislation and funding opportunities that would take advantage of the latest technology to prevent and resolve crimes, such as the ability to use surveillance cameras, automatic license plate recognition, and DNA testing.
8. **Emergency Preparedness** Support and/or advocate for funding opportunities and legislation that encourage disaster preparedness and emergency planning~~, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts~~. Seek direct and flexible funding opportunities for localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.
9. **Fire Vegetation Management** Support and/or advocate for well-balanced legislation and funding opportunities that ~~would allow vegetation management to be done in a timely manner by responsible parties to reduce risk of fire.~~promote compliance with defensible space requirements in an effort to reduce fire risk in the community.
10. **Interagency Communications Interoperability (ICI) System** Support and/or advocate for legislation for assistance to aid the ICI System, including federal funding opportunities for communities to use their public safety radio communication spectrum, which is currently utilized by first responders in Burbank and surrounding communities.
11. **Non-Traditional Crime Prevention Activities** Support and/or advocate for funding opportunities for non-traditional crime prevention activities, homeless assistance, front-end diversion, and mental health initiatives.
12. **Seismic Safety** Support and/or advocate for legislation and regulation that increases the seismic safety of buildings including seismic retrofit, retrofit funding, or higher levels of structural resiliency of buildings.

13. **Wildfire Safety** Support and/or advocate for legislation and regulation that increases the safety of buildings during a wildfire including fire protection measures, retrofit funding, or higher levels of wildfire structural resiliency. Advocate for funding opportunities for wildfire prevention and mitigation.
14. **Reducing Gun Violence** Support and/or advocate for legislation and funding opportunities that reduce gun violence.
15. **Cybersecurity Protection** Support and/or advocate for legislation and funding that would prevent and reduce cybercrime that would impact municipal services. Advocate for legislation and funding opportunities to protect against cyber security attacks and prevent and resolve breaches (e.g. the ability to use cyber-attack and intrusion detection, automated Artificial Intelligence attack response solutions, and recovery programs).
16. **Fentanyl Epidemic** Support and/or advocate for funding opportunities, legislation/and or regulations and other initiatives aimed at addressing the fentanyl crisis by fortifying law enforcement efforts, intensifying prevention through public awareness campaigns and school programs, broadening access to treatment, supporting first responders, and actively involving communities.

SOCIAL JUSTICE & EQUITY

1. **Equitable Access** Support and/or advocate for legislation and funding opportunities that assist~~s~~ the City of Burbank in providing and expanding ~~provide residents with~~ equitable access to City parks and facilities, programs~~, and~~ services, trails, open space, and natural areas.
2. **Eliminating Barriers** Support and/or advocate for legislation and funding that will allow the City and its community partners to provide disadvantaged residents with the tools necessary to grow and thrive.
3. **Community Engagement** Support and/or advocate for legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination, and social justice to promote education, understanding, expanded opportunity, and acceptance between diverse groups in the community, making all feel welcome and safe in Burbank.

SUSTAINABILITY

1. **Streamline National Environmental Policy Act (NEPA) Provisions** Support and/or advocate for efforts to streamline NEPA provisions that would result in meaningful reform to reduce out-of-date noticing provisions
2. **Recycling and Organics Recovery** Seek federal funding opportunities, and permitting support, to assist in compliance with Solid Waste mandates for recycling and organics recovery/processing.

TECHNOLOGY

1. **Data and Technology Initiatives** Support and/or advocate for legislative initiatives and funding opportunities to promote the use of data and technology to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, enhance municipal quality of life factors, and help solve other civic challenges.
2. **Digital Literacy and Technology Access** Support and/or advocate for legislative initiatives and funding opportunities to increase access to computers, high-speed internet, and similar technology; and to provide training in computer, digital literacy, and technology skills and oppose funding cuts to related federal grant programs.
3. **Cyber Security Initiatives** Support and/or advocate for legislative initiatives and funding opportunities that promotes the use of technology solutions and other resources to protect local government networks, technology systems, critical infrastructure, and data.

4. **Regulation of Wireless Facilities** Oppose legislation or regulatory policy that would further erode the ability of local governments to regulate wireless facilities.
5. **Artificial Intelligence (AI)** Support and/or advocate for regulations, legislation, and/or funding for the development of clear guidelines and restrictions regarding AI that promotes its ethical, fair, and responsible use, and ensures transparency, accountability, and fairness in AI systems while safeguarding individual rights, economic stability, and security.

TRANSPORTATION/INFRASTRUCTURE

1. **Burbank Infrastructure Funding Opportunities** Support and/or advocate for federal funding opportunities, including but not limited to Federal Highway Safety Improvement Program and Congestion Management Air Quality Funds; State Cap and Trade, High Speed Rail, Gas Tax, and Active Transportation funds; and Regional Measure M, Measure R, Proposition A, and Proposition C (Transportation Sales Tax) funds, to mitigate traffic congestion and maintain/improve Burbank's infrastructure.
2. **New Transit** Support and/or advocate for a direct light rail or subway connection to the Hollywood Burbank Airport.
3. **Innovative Financing Programs** Support and/or advocate for transportation policies that seek to regenerate funds that support maintenance and development of Burbank's infrastructure projects, including infrastructure finance districts and other innovative financing programs to support construction as well as maintenance long term (i.e. – Public Private Partnerships).
4. **Transit Center in Burbank Media District and Metrolink Station** Seek funding for the creation of a new transit center in the Burbank Media District and Metrolink Station to anchor the major bus transit lines that provide transit service to this employment center and to support the future NoHo-to-Pasadena Bus Rapid Transit (BRT) Project.
5. **Olive Avenue Bridge Rehabilitation Project** Seek funding to rehabilitate and improve Olive Avenue bridge to improve bicycle, pedestrian, and transit access over I-5 in concert with the Metro NoHo to Pasadena BRT project including adding an aerial BRT station above the Downtown Burbank Metrolink Station.
6. **Magnolia Boulevard Bridge Rehabilitation Project** Seek funding opportunities to rehabilitate and improve Magnolia bridge over I-5 and improve bicycle and pedestrian access in conformance with the Complete Street Plan.
7. **BurbankBus Transit Capital** Support and/or advocate for transit capital funding opportunities for the BurbankBus to replace aging vehicles in its fleet, including necessary electrification infrastructure to meet CARB zero-emission transit vehicle replacement mandates beginning in 2026.
8. **Expanded Metrolink Service** Support and/or advocate for funding for capital projects and operational funding to achieve two way (bi-directional) all-day service to Burbank's Metrolink stations. Burbank will partner with regional transportation agencies and other stakeholders to achieve necessary Metrolink improvements.
9. **Amtrak Surfliner** Advocate for all Amtrak Pacific Surfliner trains to stop at the Downtown Burbank Metrolink Station.
10. **Electrification** Support and/or advocate for initiatives incentivizing electrification of infrastructure for public transit projects when feasible.
11. **Automated Vehicles and Emerging Vehicle Technologies** Support and/or advocate for regulations, legislation, and/or funding related to the use of automative vehicles and other emerging vehicle technologies and services to ensure the highest standards of their safety, privacy, and accountability, as well as development of smart infrastructure to support their safe, efficient, and sustainable integration.

UTILITIES - ENERGY

1. **Support Hydropower and Small Modular Reactors** Support and/or advocate for the inclusion of hydropower and small modular reactors as zero-carbon energy sources, consistent with efforts on the development of federal standards to safely dispose of and handle related waste.
2. **Support the Development and Deployment of Green Hydrogen** Support and/or advocate for the development and deployment of green hydrogen to ensure electrical grid reliability. Green hydrogen is made by using zero-carbon or renewable energy resources.
3. **Financial Incentives for Clean Energy and Energy Storage** Support and/or advocate for legislation to provide financial incentives including tax incentives and other financial opportunities to reduce the cost of new and existing grid side clean energy and energy storage projects.
4. **Public Benefit Programs** Support and/or advocate for legislation that protects and increases funding for community owned utilities' public benefits programs to support disadvantaged communities.
5. **Regionalization of Electrical Markets** Support and/or advocate for legislation and regulation that would allow for the cost-effective and environmentally effective regionalization of electrical markets in the United States.
6. **Transmission** Support and/or advocate for legislation that provides financial assistance, and allows for opportunity, to build and/or own transmission in the LA Basin and throughout the U.S. to ensure grid reliability.
7. **Cyber and Physical Security** Support and/or advocate for legislation and regulation regarding cyber and physical security to protect utility assets and operations.
8. **Wildfire Mitigation** Advocate for and **s**upport legislation that promotes prevention and reduction of wildfire risk through responsible power management. Advocate for funding opportunities to mitigate wildfire risks.
9. **Technology Initiatives** Advocate for and support funding opportunities to promote the use of data and advanced technologies to create efficiencies, promote economic development, enhance utility operations, and help solve other sustainability challenges.
10. **Electric Reliability** Advocate for policies that strengthen grid reliability by expanding the availability of critical equipment, such as transformers, and addressing broader supply chain challenges that threaten timely infrastructure repairs and deployment.
11. **Pole Attachments** Oppose policies that restrict local authority over utility pole and streetlight attachments.

UTILITIES - WATER

1. **Cost-Effective Water Ecosystem Projects** Support and advocate for federal funding opportunities for water ecosystem projects that enhance water quality and are cost-effective. Advocate for direct beneficiaries and cost causers to fund their fair share of infrastructure project costs that provide long-term benefits to the state and its inhabitants.
2. **Water Supply Projects** Advocate and support funding for the expansion of current, and construction of new, water storage projects, both state-wide and locally, to increase water supply. Advocate for federal funding for the expansion of current, and the construction of new, water supply projects including desalination and importing water from water rich regions of the United States.
3. **Water Conservation** Support and/or advocate for legislation and funding opportunities that support water conservation measures, including residential and commercial customer assistance, water storage, and efforts to mitigate and plan for droughts, such as drought-resistant landscaping and permeable surfaces.

4. **Direct Potable Reuse** Advocate for and support continued work on developing regulations and funding for the implementation of Direct Potable Reuse.
5. **Public Benefit Programs** Advocate for, and support, legislation that protects and increases funding for community owned utilities' public benefits programs to support disadvantaged communities.
6. **Stormwater Funding** Seek funding opportunities to assist in meeting mandated stormwater requirements as appropriate
7. **Redistribution of Public Benefits** Oppose efforts by the state that would impose Public Benefit requirements on water utilities that transfer funding to the state for redistribution. Retain funding for Local Benefits efforts for exclusive local use.

VETERANS

1. **Veteran Funding and Initiatives** Support and/or advocate for initiatives, partnerships, funding opportunities, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to, physical and mental health, affordable housing, employment, and education.

The City of Burbank's 2026~~5~~ California State Platform Summary

The City's state platform (which follows this summary) is equally comprehensive in its scope and breadth to the federal, prioritizing the same seventeen priority topic areas – thus reflecting the City's continued deep commitment to its community in general and its citizens in particular at all levels of government – including, but not limited to: ongoing transportation and infrastructure challenges (physical as well as cyber); ever expanding public health and safety needs; continuous efforts to meet the housing demands of both our housed and unhoused citizens; and efforts to support our recreational, conservation, natural resources, and water priorities.

It's important for federal policy makers to understand the effort, time, and money the city is already undertaking at the state level to advance their priorities (as several issues overlap with actions of importance in Washington DC) as they consider additional assistance and support for the City's federal priorities.

The City's efforts in Sacramento include the following:

- **Workforce Training and Development –** The City will support and advocate for training and development initiatives—through legislation, regulation or funding opportunities -- that advance collaboration among community partners including, but not limited to, non-profits, the Burbank Unified School District Board of Education, and the Workforce Development Board. In addition, the City will seek additional funding for training and apprenticeship programs to develop youth, veterans, and underemployed individuals for jobs relevant to the City's workforce.
- **Promote Successful Local Businesses -** The City will advocate for measures that support continued efforts to retain and promote local (*particularly small)* businesses, including funding opportunities (i.e. loans and tax credits for business improvements) and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.
- **Increase Nutrition For Citizens -** The City will support and advocate for legislation, regulations, and funding opportunities to increase access to affordable meal programs for older adults, youth, and the disabled.
- **Funding and Collaboration to Remove and Clean Homeless Encampments -** The City will seek new funding opportunities, as well as support and advocate for legislation designed to promote collaboration among county, state, city, and federal agencies for the legal and humane removal and storage of homeless belongings and clearing of areas that are highly vulnerable to fires and have developed to unsafe conditions, such as along federal railroads, underpasses, freeway embankments, flood control channels, and critical infrastructure buildings/equipment.
- **Low-Income Housing Tax Credit Program** - The City will support and advocate for legislation that would amend both federal and state Low-Income Housing Tax Credit Programs to support and deem competitive a mix of units in an affordable housing project, to promote sustainable and integrated communities.
- **Enhance Home Ownership -** The City will support and advocate for growth in individual home ownership through reasonable measures to reduce obstacles and costs to construction of new home ownership opportunities, including rent to own programs and condominium liability reform.

- **CEQA/NEPA Reform** Support sensible California Environmental Quality Act (CEQA) reform and National Environmental Policy Act (NEPA) reform that will enable new housing production.
- **Housing Security -** The City will support and advocate for legislation that protects property ownership and prioritizes small property owners over institutional investors, as well as funding opportunities for rental assistance programs to ensure housing security for residential tenants.
- **Imposition of Unfunded Mandates -** The City opposes state mandates that do not include realistic timeframes, funding for corollary costs of compliance (e.g. infrastructure costs for housing construction mandates), associated personnel costs, and technical support for jurisdictions to ensure compliance with mandates.
- ~~**Address Increases in Crime**~~**Public Safety Training Programs -** The City will support and advocate for policies, legislation, and funding opportunities, which prioritize public safety and ensure ~~police officers~~public safety personnel receive adequate training, education, and equipment to successfully protect the community.
- **Support Crime Reduction Solutions -** The City will support and advocate for legislation and funding opportunities that prioritizes preventing and reducing crime and promoting rehabilitation**.** The city will also advocate for legislation that prioritizes drug prevention programs, mental health initiatives, enhanced protective equipment, and solutions for homelessness.
- **Emergency Preparedness -** The City will support and advocate for funding opportunities and legislation that encourage disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek direct and flexible funding opportunities for localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.
- **Fire Vegetation Management -** The City will support and advocate for well-~~-~~balanced legislation as well as funding opportunities that promote compliance with defensible space requirements in an effort to reduce fire risk in the community. ~~that would allow vegetation management to be done in a timely manner by responsible parties to reduce risk of fire.~~
- **Cybersecurity Protection -** The City will support and advocate for legislation and funding that would prevent and reduce cybercrime that would impact municipal services. Advocate for legislation and funding opportunities to protect against cyber security attacks and prevent and resolve breaches (e.g. the ability to use cyber-attack and intrusion detection, automated Artificial Intelligence attack response solutions, and recovery programs).
- **Pursue Infrastructure Funding Opportunities -** The City will support and advocate for funding opportunities that are designed to mitigate traffic congestion and maintain/improve Burbank's infrastructure. These include, but are not limited to, the Federal Highway Safety Improvement Program as well as Congestion Management Air Quality Funds, the federal gas tax, and Active Transportation funds.
- **Innovative Infrastructure Financing Programs -** The City will support and advocate for transportation policies that seek to regenerate funds that support maintenance and development of Burbank's infrastructure projects, including infrastructure finance districts and other innovative financing programs to support construction as well as maintenance long term (i.e. – Public Private Partnerships).
- **Support Hydropower and Small Modular Reactors -** The City will advocate for and support the inclusion of hydropower and small modular reactors as zero-carbon energy sources, consistent with efforts to develop federal standards to safely dispose of and handle related waste.

- **Enhanced Cyber and Physical Security -** The City will advocate for and support legislation and **or** regulations regarding cyber and physical security to protect utility assets and operations.
- **Wildfire Mitigation -** The City will advocate for, and support, legislation that promotes prevention and reduction of wildfire risk through responsible power management. The City will also advocate for funding opportunities to mitigate wildfire risks.
- **Technology Initiatives -** The City will advocate for, and pursue, funding opportunities to promote the use of data and advanced technologies to create efficiencies, promote economic development, enhance utility operations, and help solve other sustainability challenges.
- **Cost-Effective Water Ecosystem Projects -** The City will advocate for and support ~~federal~~ state funding opportunities for water ecosystem projects that enhance water quality and are cost-effective. Advocate for direct beneficiaries and cost causers to fund their fair share of infrastructure project costs that provide long-term benefits to the state and its inhabitants.
- **Water Supply Projects -** The City will advocate for and support federal funding for the expansion of current, and the construction of new, water supply projects including desalination and importing water from water rich regions of the United States.
- **Water Conservation -** The City will advocate for and support legislation and funding opportunities that support water conservation measures, including residential and commercial customer assistance, water storage, and efforts to mitigate and plan for droughts, such as drought-resistant landscaping and permeable surfaces.
- **Direct Potable Reuse -** The City will advocate for, and support, continued work on developing regulations and funding for the implementation of Direct Potable Reuse.
- **Veteran Funding and Initiatives –** The City will advocate for, and support, initiatives, partnerships, funding opportunities, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to, physical and mental health, affordable housing, employment, and education.

AIRPORT

1. **Noise Relief** Pursue and engage in legislative and regulatory initiatives and processes that secure meaningful noise relief, including nighttime noise relief such as curfew, at the Hollywood Airport, for the City of Burbank and surrounding communities.
2. **Helicopter Noise Regulation** Support legislative efforts to monitor, regulate, and enforce helicopter noise in residential areas while being respectful of law enforcement and emergency first responder operations.
3. **Increased Accessibility** Support state legislation and policy that increases accessibility for airline passengers both on the ground and in the air.

BUDGET & MUNICIPAL FINANCE

1. **Local Government Funds** Support legislation or ballot measures that prevent the State from borrowing, raiding, or otherwise redirecting local government funds (i.e. local taxes, sales tax, property taxes, etc.).
2. **Municipally Generated Revenue** Continue to promote increased flexibility for the utilization of municipally generated revenues (i.e. – Public Education and Government fee, Utility Users Tax, Development Impact Fees, etc.).
3. **Online Purchases Sales Tax** Support legislation that changes the allocation of sales tax for online purchases from the County pool and reallocates it to the city where the purchase is made.
4. **Online Transient Occupancy Tax Bypass** Oppose efforts by online travel companies to circumvent remittance of Transient Occupancy Taxes (TOT) from hotel reservations purchased on the internet.

ECONOMIC DEVELOPMENT

1. **Workforce Training and Development** Support and/or advocate for training and development initiatives (through legislation, regulation or funding opportunities) that enhance collaboration among community partners including, but not limited to non-profits, the Burbank Unified School District Board of Education, and the Workforce Development Board. In addition, seek additional funding for training and apprenticeship programs to develop youth, veterans, and underemployed individuals for jobs relevant to the City's workforce.
2. **Successful Local Businesses** Support and/or advocate for measures that support the City's continued efforts to retain and promote local businesses and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.
3. **Tourism Funding** Support and/or advocate for legislation and/or regulations that protects and enhances funding for tourism marketing and infrastructure to support the strong, growing tourism industry in California.
4. **Filming** Support and/or advocate for incentives that promote filming within the City and state.
5. **Telecommunication and Broadband** Support and/or advocate for state legislation and or regulations preserving the City's interest in telecommunication, broadband, and infrastructure operations. Seek funding opportunities for expanding local broadband options.
6. **Tax Credits and Incentives for Creative/Entertainment Industry** Advocate for tax credits and incentives to attract and retain entertainment industry jobs.

HEALTHY COMMUNITIES

1. **Affordable Health Care** Support and/or advocate for legislation, regulations, and/or funding opportunities that creates options and opportunities for access to affordable healthcare for all of our citizens.

2. **Access to Healthy Foods** Support and/or advocate for legislation, regulations, and/or funding opportunities that promote community garden programs, expanding access to fresh fruits and vegetables for people of all ages.
3. **Active Living** Encourage community design to integrate walking, hiking, and cycling paths and opportunities to recreate.
4. **Access to Childcare** Advocate for funding for opportunities to increase access to childcare for the community, with an emphasis on care and education for children ages 0-5.
5. **Access to Inclusive and Adaptive Recreation** Support and/or ~~A~~advocate for funding opportunities and programs that expand inclusive~~to provide~~ sports, fitness, recreation, and outdoor activities for people of all abilities and ages, including individuals ~~people~~ with disabilities, youth, seniors, veterans, and low-income residents.
6. **Access to Mental Health Services** Support policies, legislation, and or regulations that increases access to mental health services for all our citizens and destigmatizes receiving mental health care. Advocate for support of regional and local resources related to mental health care.

HOMELESSNESS

1. **Street Outreach Teams** Support new funding opportunities from the county and state government for expanded Street Outreach Teams in collaboration with law enforcement, first responders, educators, and the County's health and mental health departments for those affected by homelessness and mental health issues.
2. **Homelessness Services** Support and/or advocate for Regional initiatives and support of Medi-Cal reform to improve the quality of life, health outcomes, and solutions to reduce and prevent homelessness through social welfare, recuperative care facilities for those suffering from mental illness or substance abuse, and interim housing at the county, state, and federal levels.
3. **Measure A Funding** Support and/or advocate for direct Measure A formulaic funding on an annual basis for cities like Burbank that are required to contribute additional sales tax.
4. **Funds for Burbank's Homelessness Plan** Advocate for county, and state funds to implement City or sub-region homelessness plans, including funding to support physical and mental health services, safe parking areas, and access to effective referral systems.
5. **Funding and Collaboration to Remove and Clean Homeless Encampments** Support new funding and legislation to collaborate with county, state, city, and federal agencies for the legal and humane removal and storage of homeless belongings and clearing of areas that are highly vulnerable to fires and have developed to unsafe conditions, such as along federal railroads, underpasses, freeway embankments, flood control channels, and critical infrastructure buildings/equipment.

HOUSING

1. **Building Neighborhoods** Support and/or advocate for ongoing engagement between state and local governments to ensure local control is maintained and responsible housing development is promoted in a collaborative effort to address the local and statewide housing crisis, while protecting and building neighborhoods.
2. **Responsible Development** Support and/or advocate for responsible development and zoning regulations to help ensure the building and protection of neighborhoods.
3. **Limitations on Accessory Dwelling Units** Support and/or advocate for efforts to facilitate the development of ~~the addition of~~ Accessory Dwelling Units (ADUs) and Junior ADUs with limitations upon floor area ratio (FAR), location, parking replacement, and ADU sizes that result in ADUs and Junior ADUs that are appropriate in scale to the existing single-family home and the surrounding

neighborhood. Support for ADUs and Junior ADUs is further contingent on allowing owner-occupancy requirements.

4. **Lower Parking Requirements** Support lowering parking requirements for new and renovated development in areas near transit to encourage forgoing single-occupancy vehicle trips.
5. **CEQA/NEPA Reform** Support sensible California Environmental Quality Act (CEQA) reform and National Environmental Policy Act (NEPA) reform that will enable new housing production.
6. **Low-Income Housing Tax Credit Program** Support legislation that would amend state Low-Income Housing Tax Credit Programs to support and deem competitive a mix of units in an affordable housing project, to promote sustainable and integrated communities.
7. **Transit Infrastructure that Supports Development** Support and highly encourage state funding that links the development of housing with an improved public transit system, local infrastructure, and associated public services.
8. **Inclusion and Input** Seek a seat at the table with the state legislature and the federal government on housing issues that impact the City of Burbank and advocate for opportunities to provide input on new and reformative Housing Laws that pertain to the review and requirements of the Housing Element and housing production streamlining laws.
9. **Affordable Homeownership** Support state legislation that promotes affordable homeownership opportunities.
10. **Special Needs Housing** Support and/or advocate for state legislation and programs that provide rental assistance for special needs households with elderly, minors, low-income tenants, and persons with disability as well as support/advocate for state legislation that incentivizes modification of housing to accommodate the elderly and persons with disability
11. **Housing Security** Support state legislation that protects existing individual property ownership and prioritizes small property owners over institutional investors, as well as state and federal subsidies for rental assistance programs to ensure housing security for residential tenants.
12. **Infrastructure Funding** Support infrastructure capacity building at the community level to ensure that the production of residential housing is on pace and in line with local goals and state housing production mandates.
13. **Affordable Insurance** Support legislation and programs that address rising insurance costs in California as it relates to affordable housing and home ownership.
14. **Loss of Local Control and Irresponsible Development** Oppose state initiatives and legislation that would remove local control, allow for irresponsible or incompatible housing development in Burbank, and interfere with protection of established residential neighborhoods.
15. **Unrealistic Timeframes** Support new housing but oppose mandates for unrealistic or inconsistent processing timeframes for larger housing development projects.

LIBRARIES, PARKS & OPEN SPACE

1. **Park and Library Bond Measures** Support and/or advocate for legislation and bond measures that provide per capita grants to local governments, funding parks, library improvements, community facilities, and programs that enhance the quality of life for Burbank residents.
2. **Park and Library Infrastructure** Support and/or advocate for legislation that provides funding for rehabilitation, development, and capital improvements of local parks, libraries, and community facilities, enhancing both active and passive recreational spaces.
3. **Equestrian Neighborhoods** Support and/or advocate for state funding and guidelines for protection of equestrian neighborhoods, facilities, and infrastructure.
4. **Animal Shelters** Support and/or advocate for animal welfare legislation that protects against animal abuse, neglect, harm, abandonment, and unnecessary cosmetic surgery.

5. **Animal Safety** Support pro-animal legislation with clear objective guidelines that safeguards animal shelter operations, ensures the wellbeing of shelter animals, and promotes public safety
6. **Imposition of regulatory or statutory requirements** Oppose legislation that has a negative impact on the administration of park and recreation services and resource management including the sale of park lands and open space, relaxations of park dedication fee requirements that provide no added protections or benefit to California's recreational consumer.
7. **Access to Diverse Library Materials** Support and/or advocate for legislation that prevents bans on reading, listening, and viewing material for youth in public libraries and protects library employees from liability related to providing access to diverse perspectives.
8. **Library Funding, Programs, and Digital Access** Support and/or advocate for legislation and funding opportunities that restore and increase library funding, strengthen state and federal support for libraries, and enhance robust library services and access.
9. **Arts, Culture and Humanities** Support and/or advocate for state legislation and funding opportunities that increase resources for local arts, culture, and humanities programs, including but not limited to performing and visual arts and humanities programs, the preservation of cultural heritage, and capital improvements of art venues.

MANDATES

1. **Timely Reimbursements** Support initiatives to ensure timely reimbursements from the county, state, and federal government.
2. **Community Care Facilities** Support and/or advocate for legislation amending state community care facility mandates to be mindful of the secondary impacts to neighborhoods where these facilities are located and consider a public safety perspective. Seek state licensing of sober living facilities, provide standards of operation for all group homes, allow reasonable distance provisions to avoid overconcentration in single-family neighborhoods, and provide a clear direction between protected group homes and boarding houses. Advocate for the State Department of Housing and Community Development to suspend enforcement of its mandated language relating to transitional housing and unlicensed care facilities until such issues are better defined.
3. **Stormwater Funding** Seek additional county, and state funding to help meet mandated stormwater requirements.
4. **Exemption of Stormwater Capture Facilities** Support and/or advocate for legislation that exempts stormwater capture facilities from California Department of Fish and Wildlife review and permitting process, including requirements to permit debris basin clean out, which significantly delays the process and endangers residents in the event of storms.
5. **Imposition of Unfunded Mandates** Oppose mandates that do not include realistic timeframes, funding for corollary costs of compliance (e.g. infrastructure costs for housing construction mandates), associated personnel costs and technical support for jurisdictions to ensure compliance with mandates.
6. **Public Records Act** Support and/or advocate for legislation that balances transparency and public access with practicality related to the Public Records Act and ensures that cities can comply with public records requests without excessive administrative burdens or financial strain.

PUBLIC EMPLOYMENT

1. **Competitive and Valuable Employment** Advocate for legislation that supports the City's ability to provide competitive and valuable employment opportunities.
2. **Sustainable Pensions** Continue to influence, where necessary and applicable, any future efforts that may impact local government's ability to achieve and/or maintain sustainable pensions.

PUBLIC SAFETY

1. **Public Safety Realignment Program** Proactively monitor and influence the implementation process of the state mandated "Public Safety Realignment Program" including reimbursement for monitoring compliance and enforcement, to ensure public safety and successful re-entry into the community.
2. **Funding for AB 109, Prop 47, Prop 36, and Prop 57** Seek continued financial assistance to deal with the impacts of the Public Safety Realignment Act, Proposition 47 (Reduced Penalties for Some Crimes Initiative), Proposition 36 (Homelessness, Drug Addiction, and Theft Reduction Act) and Proposition 57 (Public Safety and Rehabilitation), related to thresholds and penalties for theft-related crime. Support legislation that addresses wrap-around services such as substance abuse counseling, mental health services, and employment, medical, and housing assistance.
3. **Mental Health Programs** Support and/or advocate for programs that help ensure public safety through the assistance and rehabilitation of individuals with severe mental and/or substance abuse illnesses and increase awareness and training opportunities.
4. **Speed Limits** Support and/or advocate for legislation that provides local jurisdictions greater flexibility to set enforceable speed limits, such as Assembly Bill 43 which was signed by Governor Newsom on October 8, 2021.
5. **Local Control of Marijuana Operations** Maintain local control over the ability to regulate the sales location of retail and medical marijuana operations.
6. **Funding to Regulate Recreational Marijuana** Seek state financial assistance for enforcement and regulation due to the passage of Proposition 64 and legalization of recreational marijuana.
7. **Non-Traditional Crime Prevention Activities** Encourage funding for non-traditional crime prevention activities, homeless assistance, front-end diversion, and mental health initiatives at the county, state, and federal level.
8. **Equestrian Safety** Support and/or advocate for legislation, regulations, and/or funding centered on equestrian safety, including the well-being of riders, horses, and the greater community.
9. **Regulation of Tobacco Products (Including E-Cigarettes)** Support legislative authority to add tools for local law enforcement of tobacco product possession, including e-cigarettes, by minors, such as confiscation and mandated educational programs for youth.
10. **Home Emergency Preparedness** Support and/or advocate for legislation or funding that promotes proactive measurers to strengthen homes via home hardening and retrofit projects and provides financial incentives, such as tax credits or grants, to offset the cost of these projects.
11. **Fire Vegetation Management** Support and/or advocate for well-balanced regulations and funding opportunities that promote compliance with defensible space requirements in an effort to reduce fire risk in the community.
12. **E-Bike Regulation and Enforcement** Support and/or advocate for legislation that strengthens the regulation and enforcement of electric mobility devices (e-bike) usage to enhance public safety on roadways, sidewalks, and recreational paths.
13. **Peer Support Services for Public Safety Personnel** Support and/or advocate for legislation and funding that promote and expand peer support programs for public safety personnel to enhance mental health, resilience, and overall well-being. Encourage confidentiality protections and access to licensed mental health professionals to support public safety personnel dealing with job-related stress, trauma, or critical incidents.

SOCIAL JUSTICE & EQUITY

1. **Equitable Access** Support and/or advocate for legislation and funding opportunities that assists the City of Burbank in providing and expanding ~~provide residents with~~ equitable access to City parks and facilities, programs, ~~and~~ services, trails, open space, and natural areas.
2. **Eliminating Barriers** Support legislation and funding that allows the City and its community partners to provide disadvantaged residents with the tools necessary to grow and thrive.
3. **Community Engagement** Support legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination, and social justice to promote education, understanding, expanded opportunity, and acceptance between diverse groups in the community, making all feel welcome and safe in Burbank.

STATE FUNDING

1. **Burbank at a Competitive Advantage** Proactively seek continued and alternative funding sources (i.e. grants) that will benefit the City's ability to provide valuable community services. Advocate for funding criteria that puts Burbank at a competitive advantage.
2. **Legislation to Increase Funding for Burbank S**upport and/or advocate for legislation and federal funding opportunities that would increase funding for Burbank's community services including funding for local law enforcement Community Oriented Policing Services (COPS), Urban Area Security Initiatives (UASI), forensic science, Community Development Block Grants (CDBG), public libraries, affordable housing, employment services, senior citizen and youth programs, recreation facilities, cultural arts facilities, maintenance and infrastructure improvements, public schools, park and open space development, and sustainable energy and water among others.
3. **Tri-City Efforts** Leverage current Tri-City efforts to obtain state funding for mutually beneficial projects, facilities, and shared resources.
4. **Redistricting** Maintain the classification of the tri-city area of Burbank, Glendale, and Pasadena
5. **Relocate US National Guard** Collaborate with the US National Guard to relocate, close, or consolidate the Burbank Armory with the Glendale Armory, allowing the City to expand Larry L. Maxam Memorial Park and utilize the land and facility for programming and open space needs.
6. **HOME Program Programmatic Changes** Support programmatic changes to the HOME Investment Partnership Program by removing the two-year commitment deadline for the creation of affordable housing by community housing development organizations.
7. **Decrease in State Administrative Fee Withholding** Advocate for a decrease in the State Administrative Fee withholding on federal grants. Less fee withholdings from federal grants, such as Los Angeles/Long Beach Urban Area Security Initiative (UASI) grants, would allow more funds to be allocated to the region.
8. **Funding for Recycling Programs** Support legislation that would increase funding for state mandated Solid Waste, Recycling and Organics programs.

SUSTAINABILITY

1. **Local Sustainability Policies** Influence state legislation and regulatory initiatives that would impact local government's ability to set local policies relating to environmental "sustainability," including, but not limited to building standards and land use planning.
2. **Streamline California Environmental Quality Act (CEQA) Provisions** Support efforts to streamline CEQA provisions that would result in meaningful reform to reduce out-of-date noticing provisions, allow CEQA documentation to be filed electronically with the Office of Planning and Research (OPR) and with the County, and permit the online payment of fees.
3. **Community Values Balances with Environmental Needs** Pursue state legislation that prioritizes the environment and balances the needs of the community.

4. **Zero Emission Vehicles** Support the state's goals for increased use of all types of zero emission vehicles and support funding that goes towards the refueling infrastructure necessary for alternative fueled vehicles, with emphasis on Plug-in Electric Vehicles. Allow flexible standards and for fuel diversity certain emergency and fleet vehicles and equipment that require traditional fuel due to technology, range, power outage, and terrain issues.
5. **Extended Producer Responsibility (EPR) Initiatives** Support EPR initiatives to place a shared responsibility for end-of-life product management on the producers and all entities involved in the product chain, instead of the general public, while encouraging product design changes that minimize a negative impact on human health and the environment at every stage of the product's lifecycle.
6. **Recyclable Pre-Processed Material Incentives** At the state level, incentivize manufacturers to bring in facilities to recycle pre-processed materials, particularly for plastics from recycling processors (e.g. Burbank Recycle Center). Promote the development of new markets for bulk recyclable materials to ensure long term stability of the industry and viability of municipal curbside recycling.
7. **Reduction of Disposable Products** Support plans and programs to reduce disposable products and packaging and promote reuse.
8. **Community Values Balances with Environmental Needs** Pursue state legislation that prioritizes the environment and balances the needs of the community.
9. **Recycling and Organics Recovery** Seek county, state funding and permitting support to help comply with Solid Waste mandates for recycling and organics recovery/processing.
10. **Consideration of Local Land Use for Renewable Energy** Support Local land use for utility size renewables like solar and wind that enables Burbank to meet S.B.100 mandates.
11. **Support Reduce and Reuse** Support state laws that emphasize reduction and reuse as the most effective ways to save natural resources and protect the environment.
12. **Building Decarbonization** Support electrification policies and programs for the built environment to reduce emission, improve air quality, and promote safety.

TECHNOLOGY

1. **Data and Technology Initiatives** Support legislative initiatives and pursue funding to promote the use of data and technology to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, enhance municipal quality of life factors, and help solve other civic challenges.
2. **Initiatives to Prevent Negative Impacts of Way-Finding Apps** Support legislative initiatives that grant local governments the ability or tools to prevent way-finding apps from negatively impacting local neighborhood streets (congestion, wear and tear, and traffic safety).
3. **Records Digitization** Support and advocate for funding for technological advances for the proper digitization and archival of vital City records to ensure transparency, accessibility, and posterity of records.
4. **Digital Literacy and Technology Access** Support legislative initiatives and funding to increase access to computers, high-speed internet, and similar technology; and to provide training in computer and technology skills.
5. **Cyber Security Initiatives** Support legislative initiatives and funding that promotes the use of technology solutions and other resources to protect local government networks, technology systems, critical infrastructure, and data.
6. **Regulation of Wireless Facilities** Oppose any federal or state legislation or regulatory policy that would further erode the ability of local governments to regulate wireless facilities.

7. **Artificial Intelligence (AI)** Support and/or advocate for regulations, legislation, and/or funding for the development of clear guidelines and restrictions regarding AI that promotes its ethical, fair, and responsible use, and ensures transparency, accountability, and fairness in AI systems while safeguarding individual rights, economic stability, and security.
8. **Public Safety Technology** Support legislation and funding that enables local governments to deploy advanced, responsible crime-fighting technologies—such as real-time crime centers and investigative analytics—while preserving local control, privacy protections, and public accountability.

TRANSPORTATION/INFRASTRUCTURE

1. **Burbank Infrastructure Funding Opportunities** Support legislation that allocates additional state funding for the upgrade, replacement, and construction of needed infrastructure at the state and local level. Pursue and preserve regional, state, and federal funding opportunities, including but not limited to Federal Highway Safety Improvement Program and Congestion Management Air Quality Funds; State Cap and Trade, High Speed Rail, Gas Tax, and Active Transportation funds; and Regional Measure M, Measure R, Proposition A, and Proposition C (Transportation Sales Tax) funds, to mitigate traffic congestion and maintain/improve Burbank's infrastructure.
2. **Interstate 5 North HOV / Empire Interchange Unmet Needs** Support state and regional funding for unmet project needs related to the Metro/Metrolink railroad corridor that was negatively impacted by the I-5 North HOV/Empire Interchange project.
3. **Electrification** Support initiatives incentivizing electrification of infrastructure for public transit projects when feasible.
4. **New Transit Projects** Engage with Metro, Metrolink, LOSSAN Rail Corridor Agency, and others to secure capital funding for the Antelope Valley Line for double-track improvements, and operations funding needed for 15-minute, all day, bi-directional Metrolink service. Support the Metro NoHo-to-Pasadena Bus Rapid Transit (BRT) Project as outlined in Council's communication to Metro[1]. Advocate for a direct light rail or subway connection to the Hollywood Burbank Airport.
5. **Innovative Financing Programs** Advocate for transportation policies that seek to regenerate funds that support maintenance and development of Burbank's infrastructure projects, including infrastructure finance districts and other innovative financing programs to support construction as well as maintenance long term (i.e. – Public Private Partnerships).
6. **Citywide Quiet Zone** Support legislation that provides additional funding to install safety improvements at the City's remaining at-grade crossings (Vanowen/Clybourn, Burbank Airport South Metrolink Station, and Downtown Burbank Metrolink Station).
7. **Freeway Cap Transit Center in Burbank Media District and Metrolink Station** Seek funding for the creation of a new transit center in the Burbank Media District and Metrolink Station to anchor the major bus transit lines that provide transit service to this employment center and to support the future NoHo-to-Pasadena Bus Rapid Transit Project.
8. **Olive Avenue Bridge Rehabilitation Project** Seek funding to rehabilitate and improve Olive bridge to improve bicycle, pedestrian, and transit access over I-5 in concert with the Metro NoHo to Pasadena BRT project including adding an aerial BRT station above the Downtown Burbank Metrolink Station.

[1] Reference April 20, 2022 Council Letter to Metropolitan Transportation Authority: https://www.burbankca.gov/documents/d/community-development/20240327-metrobrtfeircommentletter4-20-2022-001-pdf?download=true

9. **Magnolia Boulevard Bridge Rehabilitation Project** Seek funding opportunities to rehabilitate and improve Magnolia bridge over I-5 and improve bicycle and pedestrian access in conformance with the Complete Street Plan.
10. **BurbankBus Transit Capital** Advocate for state, and regional transit capital funding for the BurbankBus to replace aging vehicles in its fleet, including necessary electrification infrastructure to meet CARB zero-emission transit vehicle replacement mandates beginning in 2026
11. **Amtrak Surfliner** Advocate for all Amtrak Pacific Surfliner trains to stop at the Downtown Burbank Metrolink Station.
12. **Expanded Metrolink Service** Support and/or advocate for funding for capital projects and operational funding to achieve two way (bi-directional) all-day service to Burbank's Metrolink stations. Burbank will partner with regional transportation agencies and other stakeholders to achieve necessary Metrolink improvements.
13. **Prioritize Safety and Speed Reduction** Support Universal Design, Vision Zero, and all modes of travel for individuals with travel-limiting disabilities. Advocate for funding to implement essential traffic safety measures and provide more education related to safe driving around pedestrians, bicyclists, and near schools in concert with the City's proposed Vision Zero Plan.
14. **Secure I-5 Adjacent Caltrans Property for Community Infrastructure** Support local efforts to secure and maintain Caltrans ROW to create needed utility infrastructure and other amenities that facilitate redevelopment adjacent to the I-5 and 134 freeways. Advocate for the expansion of city infrastructure to support the production of new commercial and residential land uses that are in alignment with local and state goal.
15. **Burbank's Interest to Influence California High Speed Rail Project** Influence and monitor legislation regarding the California High Speed Rail (HSR) project that ensures minimal impacts to homes and businesses and maximizes opportunities to improve existing rail crossing safety. Advocate for HSR funding to be directed towards the Antelope Valley Line study improvements that will increase the frequency of today's Antelope Valley Line service. Maximize opportunities for development focused on employment and housing within a short distance of any proposed station.
16. **Automated Vehicles and Emerging Vehicle Technologies** Support and/or advocate for regulations, legislation, and/or funding related to the use of automative vehicles and other emerging vehicle technologies and services to ensure the highest standards of their safety, privacy, and accountability, as well as development of smart infrastructure to support their safe, efficient, and sustainable integration.

UTILITIES - ENERGY

1. **Flexible Energy Resources** Advocate for legislation that allows flexibility to choose which resources reliably and best fit the City's needs, with an emphasis and prioritization of the use of renewable resources to meet energy goals in a cost-effective manner.
2. **Greenhouse Gas Reduction Targets** Support the framework established by SB 100 (De Leon, Statutes 2018) and SB 1020 (Laird, 2022) that requires renewable and zero carbon resources to supply 90% of all retail electricity sales by 2035, 95% of all retail electricity sales by 2040, and 100% of retail electricity sales by 2045 (or sooner), while continuing to provide reliable power, maintaining affordable electric rates, and preventing disproportionate rate impacts to our most vulnerable communities. This goal will be reassessed in BWP's Integrated Resources Plan which will have robust stakeholder process.
3. **Support Hydropower and Small Modular Reactors** Support the inclusion of hydropower and small modular reactors as zero-carbon energy sources, consistent with efforts on the development of federal standards to safely dispose of and handle related waste.

4. **Support the Development and Deployment of Green Hydrogen** Support and/or advocate for the development and deployment of green hydrogen to ensure electrical grid reliability. Green hydrogen is defined as producing hydrogen through the electrolysis using a zero-carbon energy resource.
5. **Financial Incentives for Clean Energy and Energy Storage** Support legislation to provide financial incentives such as advance refunding bonds, tax incentives and other financial opportunities to reduce the cost of new and existing grid side clean energy and energy storage projects.
6. **Public Benefit Programs** Advocate and support legislation that protects and increases funding for community owned utilities' public benefits programs to support disadvantaged communities.
7. **Net Energy Metering Programs** Support City Council authority over local net energy metering programs and policies that encourage clean sources of energy while equitably allocating costs.
8. **Regionalization of Electrical Markets** Support legislation and regulation that would allow for the cost-effective and environmentally effective regionalization of electrical markets in the United States.
9. **Transmission** Support legislation that provides financial assistance and allows for opportunity to build and/or own transmission in the LA Basin and throughout the U.S. to ensure grid reliability.
10. **Cyber and Physical Security** Support legislation, regulation, and compliance regarding cyber and physical security to protect utility assets and operations.
11. **Electric Vehicles** Support legislation and funding for the procurement of mandated electric fleet vehicles within reasonable timelines and, more importantly, the necessary supporting infrastructure. Advocate for fuel diversity of medium and heavy-duty fleet vehicles to provide reliable power when vehicle charging is unavailable due to power outages.
12. **Wildfire Mitigation** Support legislation that promotes prevention and reduction of wildfire risk through responsible power management. Advocate for funding to mitigate wildfire risks.
13. **Technology Initiatives** Support legislative initiatives and pursue funding to promote the use of data and advanced technologies to create efficiencies, promote economic development, enhance utility operations, and help solve other sustainability challenges.
14. **Electric Reliability** Advocate for policies that strengthen grid reliability by expanding the availability of critical equipment, such as transformers, and addressing broader supply chain challenges that threaten timely infrastructure repairs and deployment.
~~13.~~15. **Pole Attachments** Oppose policies that restrict local authority over utility pole and streetlight attachments.

UTILITIES - WATER

1. **Delta Conveyance Project** Support administrative and legislative plans that foster the Delta Conveyance Project, a comprehensive ecosystem restoration and protection plan for the Delta, as the best alternative to meet California's co-equal goals of water supply reliability and Delta ecosystem restoration.
2. **Cost-Effective Water Ecosystem Projects** Support state and federal funding for water ecosystem projects that enhance water quality and are cost-effective. Advocate for direct beneficiaries and cost causers to fund their fair share of infrastructure project costs that provide long-term benefits to the state and its inhabitants.
3. **Water Supply Projects** Advocate for state funding for the construction of new water storage projects, both state-wide and locally, to increase water supply. Advocate for state funding for the construction of new water supply projects including desalination and importing water from water rich regions of the United States.

4. **Local Water Use Control** Support efforts to maintain and strengthen local control of water use and encourage water recycling and the many benefits of sustainability to Burbank's water supply, conserving the vital resource of potable water, and reducing our dependence on imported water.
5. **Water Conservation** Actively pursue legislation and funding that support water conservation measures including awareness, residential and commercial customer assistance, water storage, and efforts to mitigate and plan for droughts, such as drought-resistant landscaping and permeable surfaces.
6. **Direct Potable Reuse** Support continued work on developing regulations and funding for the implementation of Direct Potable Reuse.
7. **Public Benefit Programs** Advocate and support legislation that protects and increases funding for community owned utilities' public benefits programs to support disadvantaged communities.
8. **Redistribution of Public Benefits** Oppose efforts by the state that would impose Public Benefit requirements on water utilities that transfer funding to the state for redistribution. Retain funding for Local Benefits efforts for exclusive local use.

VETERANS

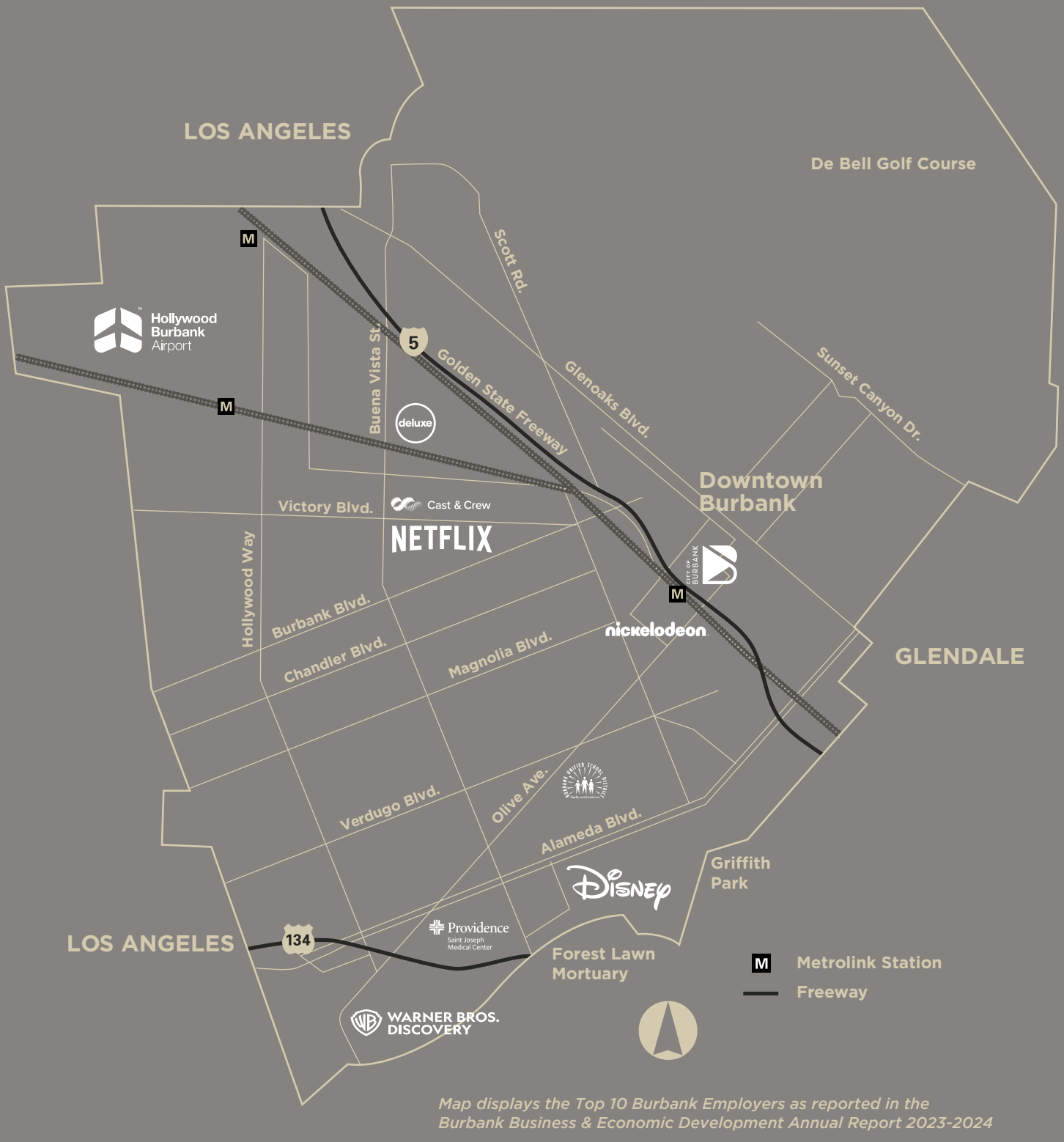
1. **Veteran Funding and Initiatives** Support and/or advocate for initiatives, partnerships, funding opportunities, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to, physical and mental health, affordable housing, employment, and education.

LEGISLATIVE PLATFORM 2026



CITY OF BURBANK

INCORPORATED 1911



Map displays the Top 10 Burbank Employers as reported in the Burbank Business & Economic Development Annual Report 2023-2024

2026 LEGISLATIVE PLATFORM

Burbank is a vibrant and bustling Southern California community located in the eastern part of the San Fernando Valley, 12 miles east of downtown Los Angeles. Due to the City's central location in the region, its convenient accessibility, and continued economic vitality, it has grown from a rural town at its incorporation in 1911, into a thriving urban city of more than 105,000 residents today, with a daily workforce population of more than 165,000.

To be responsive to the needs and demands of our citizens, visitors, and businesses alike, we seek to meet those needs while adhering to the fundamental principles of people, pride, and progress.

Over the years, these guiding principles have, and continue to, cultivate and nurture a safe, beautiful, and thriving community. As the "Media Capital of the World," Burbank is home to a diverse creative economy, ranging from major film and television studios, as well as animation, video game development, digital media, and an emerging network of innovative independent production companies.

In providing services to our community, the City takes pride in having reliable, sustainable, and affordable municipal electric and water utilities, police and fire services, recreational facilities and other high quality municipal programs and services. Burbank is also known for its exceptional schools, tree-lined neighborhoods, and diverse business community.

As a full-service city, Burbank recognizes the need for active legislative engagement with federal and state government officials to protect and enhance the interests of its residents and businesses. Accordingly, City officials maintain close relationships with Burbank's federal and state representatives and agency officials to advocate, influence, and monitor pertinent legislation.

In addition, the City of Burbank is committed to preserving local control and decision-making authority and therefore opposes unfunded or inadequately funded mandates, especially those that may be injurious to the character of its neighborhoods, the provision of community services, or the success of its business community.

The 2026 Legislative Platform outlines the position of the City of Burbank on priority issues, from responsible development to sustainability measures, as well as resources for innovative transit and clean energy projects.

Drafted in consultation with the City's federal and state advocacy firms, the Platform is intended to assist the Mayor, Vice Mayor, Council Members, and staff to proactively and appropriately address legislation, regulations, and or policies, which may impact the City's ability to operate effectively, while allowing the consideration of additional legislative, regulatory, and budgetary issues that arise during the legislative session. With the Platform as a guiding document, the City will continue to work with its constituents, elected officials and other interested parties, to promote and preserve the City's interests at the federal and state level.



TAMALA TAKAHASHI
Mayor



ZIZETTE MULLINS
Vice Mayor



KONSTANTINE ANTHONY
Council Member



NIKKI PEREZ
Council Member



CHRISTOPHER JOHN RIZZOTTI
Council Member

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KEY HIGHLIGHTS OF THE 2026 FEDERAL PLATFORM

The platform is comprehensive in its scope and breadth, covering seventeen priority topic areas – reflecting the City's deep commitment to its community in general and its citizens in particular – including, but not limited to: ongoing transportation and infrastructure (physical as well as cyber) challenges; ever expanding public health and safety needs; continuous efforts to meet the housing demands of both our housed and unhoused citizens; and efforts to support our recreational, conservation, natural resources, and water priorities.

Among the seventeen federal priorities, all discussed fully in the attached, there are several areas of particular relevance for federal policy makers in congress and the executive branch:

- **Municipal Bond Tax** – The City opposes any effort to eliminate, or cap, the tax-exempt status of municipal bonds, which is among the few federal tools remaining for local governments to finance large capital projects.

- **Workforce Training and Development** – The City supports training and development initiatives, through legislation, regulation or funding opportunities, that advance collaboration among community partners including, but not limited to, non-profits, the Burbank Unified School District Board of Education, and the Workforce Development Board. In addition, the City will seek additional funding for training and apprenticeship programs to develop youth, veterans, and underemployed individuals for jobs relevant to the City's workforce.

- **Promote Successful Local Businesses** – The City seeks measures that support the City's continued efforts to retain and promote local (particularly small) businesses, including funding opportunities (i.e. loans and tax credits for business improvements) and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.

- **Increase Nutrition For Citizens** – The City supports legislation, regulations and funding opportunities to increase access to affordable meal programs for older adults, youth, and the disabled.

- **Funding and Collaboration to Remove and Clean Homeless Encampments** – The City seeks new funding opportunities and supports legislation designed to promote collaboration among city, county, state, and federal agencies for the legal and humane removal and storage of homeless belongings and clearing of areas that are highly vulnerable to fires and have developed to unsafe conditions, such as along federal railroads, underpasses, freeway embankments, flood control channels, and critical infrastructure buildings/ equipment.

- **Low-Income Housing Tax Credit Program** – The City supports legislation that would amend both federal and state Low-Income Housing Tax Credit Programs to support and deem competitive a mix of units in an affordable housing project, to promote sustainable and integrated communities.

- **Enhance Home Ownership** – The City supports growth in individual home ownership through reasonable measures to reduce obstacles and costs to construction of new home ownership opportunities, including rent to own programs and condominium liability reform.

- **NEPA Reform** – The City supports sensible National Environmental Policy Act (NEPA) reform that will enable new housing production.

- **Housing Security** - The City supports legislation that protects property ownership and prioritizes small property owners over institutional investors, as well as federal funding opportunities for rental assistance programs to ensure housing security for residential tenants.

- **Imposition of Unfunded Federal Mandates** – The City opposes federal mandates that do not include realistic timeframes, funding for corollary costs of compliance (e.g. infrastructure costs for housing construction mandates), associated personnel costs, and technical support for jurisdictions to ensure compliance with mandates.

- **Public Safety Training Programs** – The City supports policies, legislation, and funding opportunities, which prioritize public safety and ensure public safety personnel receive adequate training, education, and equipment to successfully protect the community.

- **Support Crime Reduction Solutions** – The City will advocate for legislation and funding opportunities that prioritize preventing and reducing crime and promoting rehabilitation. The City will also advocate for legislation that prioritizes drug prevention programs, mental health initiatives, enhanced protective equipment, and solutions for homelessness.

- **Emergency Preparedness** – The City will advocate for funding opportunities and legislation that encourage disaster preparedness and emergency planning. Seek direct and flexible funding opportunities for localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.

KEY HIGHLIGHTS OF THE 2026 FEDERAL PLATFORM (cont'd)

- **Fire Vegetation Management** – The City will advocate for and support well-balanced legislation as well as funding opportunities that promote compliance with defensible space requirements in an effort to reduce fire risk in the community.

- **Cybersecurity Protection** – The City will advocate for legislation and funding that would prevent and reduce cybercrime that would impact municipal services. Advocate for legislation and funding opportunities to protect against cyber security attacks and prevent and resolve breaches (e.g. the ability to use cyber-attack and intrusion detection, automated Artificial Intelligence attack response solutions, and recovery programs).

- **Pursue Infrastructure Funding Opportunities** – The City will advocate for and support federal funding opportunities that are designed to mitigate traffic congestion and maintain/improve Burbank's infrastructure. These include, but are not limited to, the Federal Highway Safety Improvement Program as well as Congestion Management Air Quality Funds, the federal gas tax, and Active Transportation funds.

- **Innovative Infrastructure Financing Programs** – The City will advocate for transportation policies that seek to regenerate funds that support maintenance and development of Burbank's infrastructure projects, including infrastructure finance districts and other innovative financing programs to support construction as well as maintenance long term (i.e. – Public Private Partnerships).

- **Support Hydropower and Small Modular Reactors** – The City will support the inclusion of hydropower and small modular reactors as zero-carbon energy sources, consistent with efforts to develop federal standards to safely dispose of and handle related waste.

- **Enhanced Cyber and Physical Security** – The City will support legislation and or regulations regarding cyber and physical security to protect utility assets and operations.

- **Wildfire Mitigation** – The City will advocate for, and support, legislation that promotes prevention and reduction of wildfire risk through responsible power management. The City will also advocate for funding opportunities to mitigate wildfire risks.

- **Technology Initiatives** – The City will advocate for, and pursue, funding opportunities to promote the use of data and advanced technologies to create efficiencies, promote economic development, enhance utility operations, and help solve other sustainability challenges.

- **Cost-Effective Water Ecosystem Projects** – The City will advocate for and support federal funding opportunities for water ecosystem projects that enhance water quality and are cost-effective. Advocate for direct beneficiaries and cost causers to fund their fair share of infrastructure project costs that provide long-term benefits to the state and its inhabitants.

- **Water Supply Projects** – The City will advocate for federal funding for the expansion of current, and the construction of new, water supply projects including desalination and importing water from water rich regions of the United States.

- **Water Conservation** – The City will advocate for legislation and funding opportunities that support water conservation measures, including residential and commercial customer assistance, water storage, and efforts to mitigate and plan for droughts, such as drought-resistant landscaping and permeable surfaces.

- **Direct Potable Reuse** – The City will advocate for, and support, continued work on developing regulations and funding for the implementation of Direct Potable Reuse.

- **Veteran Funding and Initiatives** – The City will advocate for, and support, initiatives, partnerships, funding opportunities, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to, physical and mental health, affordable housing, employment, and education.

The City looks forward to partnering with federal policymakers in the weeks and months ahead to advance the priorities contained in our platform toward the betterment of our community and citizens.

AIRPORT

1. **Public Safety** Support and/or advocate for legislation or regulations that promote and improve public safety and counter-criminal measures at and around the airport grounds.

2. **Increased Accessibility** Support and/or advocate for legislation and polices that increases accessibility for airline passengers both on the ground and in the air.

3. **Unmanned Aircraft Systems** Request that the Federal Aviation Administration develop clear rules and regulations for governing the use of unmanned aircraft systems (UAS), while preserving local control to regulate the use and application of UAS for industry and City services.

BUDGET & MUNICIPAL FINANCE

1. **Limitations on Municipal Liability** Support and/or advocate for legislative and or regulatory changes to personal injury tort law such as caps on damages and contingency fees and limitations on joint and several liability. Support legislation and or regulation that expands governmental immunity related to public improvements such as unforeseen tree failures and trivial defects.

2. **Municipal Bond Tax** Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, which is among the few tools remaining for local governments to finance large capital projects.

3. **Sequestration** Support legislation to end the threat of sequestration of federal payments related to Build America Bonds (BABs) and refundable elective payment energy tax credits.

ECONOMIC DEVELOPMENT

1. **Workforce Training and Development** Support and/or advocate for workforce training initiatives that strengthen collaboration among community partners. Pursue funding for training and apprenticeship programs that prepare youth, veterans, and underemployed individuals for jobs aligned with the City's workforce needs and enhance career services to support employers and job seekers, particularly in Burbank's key industries.

2. **Entrepreneurship** Support and/or advocate for legislation, regulations, or funding opportunities that provides a funding mechanism to accelerate innovation and entrepreneurship in the region, including the addition of a physical space for an incubator or accelerator.

3. **Tourism Funding** Support and/or advocate for legislation and/or regulations that protects and enhances funding for tourism marketing and infrastructure to support the strong, growing tourism industry in California.

4. **Successful Local Businesses** Support and/or advocate for measures that support the City's continued efforts to retain and promote local businesses and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.

5. **New Redevelopment Funding** Seek, promote, and implement new or alternative approaches that may replace redevelopment funding mechanisms that deliver positive benefits to Burbank.

6. **Business Attraction** Support and/or advocate for measures that seek to preserve and maintain the entertainment, technology, medical, and other growing industries within the City and state, while continuing efforts to diversify the local economic base. Advocate for incentives to retain entertainment and animation industry jobs and businesses in California.

7. **Economic Development** Continue efforts to secure legislation and/or regulations that will provide funding mechanisms to promote continued economic development, including initiatives to provide financing for business assistance loans, no interest loans, façade improvements, and infrastructure improvements, including exterior improvements such as public art installations, roadway/sidewalk improvements, landscaping, and more.

8. **Telecommunication and Broadband** Support and/or advocate for federal legislation and/or regulations preserving the City's interest in telecommunication, broadband, and infrastructure operations. Seek funding opportunities for expanding local broadband options.

9. **Business Funding Opportunities** Advocate for funding opportunities for small business assistance, loan programs for business improvements, and tax credits for businesses.

10. **Tax Credits and Incentives for Creative/Entertainment Industry** Advocate for tax credits and incentives to attract and retain entertainment industry jobs.

FEDERAL FUNDING

1. **Burbank at a Competitive Advantage** Proactively seek continued and alternative funding sources (i.e. grants) that will benefit the City's ability to provide valuable community services. Advocate for funding criteria that puts Burbank at a competitive advantage.

2. **Legislation to Increase Funding for Burbank** Advocate for and support legislation and federal funding opportunities that would increase funding for Burbank's community services including funding for local law enforcement Community Oriented Policing Services (COPS), Urban Area Security Initiatives (UASI), forensic science, Community Development Block Grants (CDBG), public libraries, affordable housing, employment services, senior citizen and youth programs, recreation facilities, cultural arts facilities, maintenance and infrastructure improvements, public schools, park and open space development, and sustainable energy and water among others.

FEDERAL FUNDING (cont'd)

3. **Tri-City Efforts** Leverage current Tri-City efforts to obtain funding for mutually beneficial projects, facilities, and shared resources.
4. **Redistricting** Maintain the classification of the Tri-City area of Burbank, Glendale, and Pasadena.

HEALTHY COMMUNITIES

1. **Access to Healthy Eating** Support and/or advocate for legislation, regulations, and funding opportunities to increase access to affordable meal programs for older adults youth and the disabled.
2. **Aging in Place** Support and/or advocate for legislation, regulations, and/or funding opportunities to foster independence, well-being, and access to resources for older adults.
3. **Access to Childcare** Support and/or advocate for funding opportunities to increase access to childcare for the community, with an emphasis on care and education for children ages 0-5.
4. **Affordable Health Care** Support and/or advocate for legislation, regulations, and/or funding opportunities that creates options and opportunities for access to affordable healthcare and support universal single payer health care for all of our citizens.
5. **Access to Inclusive and Adaptive Recreation** Support and/or advocate for funding opportunities and programs that expand inclusive sports, fitness, recreation, and outdoor activities for people of all abilities and ages, including individuals with disabilities, youth, seniors, veterans, and low-income residents.
6. **Access to Mental Health Services** Support and/or advocate for policies, legislation, and/or regulations that increase access to responsive and preventative mental health services for all our citizens and destigmatizes receiving mental health care. Advocate for support of regional resources related to mental health care.

HOMELESSNESS

1. **A Balanced Approach** Support and/or advocate for a housing-first approach to address homelessness that considers expanded funding opportunities for project-based transitional and permanent affordable housing for homeless families and the creation of special needs housing for those suffering from mental illness, all of which include support services to ensure a continuum of care for this vulnerable segment of the population.
2. **Street Outreach Teams** Support and/or advocate for new funding opportunities for expanded Street Outreach Teams in collaboration with law enforcement, first responders, educators, and the County's health and mental health departments for those affected by homelessness and mental health issues.
3. **Funds for Burbank's Homelessness Plan** Support and/or advocate for federal funding opportunities regarding implementation of City or sub-region homelessness plans, including funding to support physical and mental health services, safe parking areas, and access to effective referral systems.

4. **Funding and Collaboration to Remove and Clean Homeless Encampments** Support and/or advocate for legislation, regulations, and/or funding opportunities designed to promote collaboration among city, county, state, and federal agencies for the legal and humane removal and storage of homeless belongings and clearing of areas that are highly vulnerable to fires and have developed to unsafe conditions, such as along federal railroads, underpasses, freeway embankments, flood control channels, and critical infrastructure buildings/equipment.

HOUSING

1. **Accessible Housing Affordable at All Income Levels** Support and/or advocate for legislation and programs that assist in providing housing at all income levels, within mixed-income residential developments in the City, along with the supportive services necessary for residents to sustain their housing.

2. **Workforce Housing** Support and/or advocate for legislation and programs that assist the public and private sectors in funding and developing housing for all levels of affordability and household sizes, including affordable housing for the Burbank workforce, to meet the City Council's goal of facilitating the building of 12,000 units by 2035.

3. **Special Needs Housing** Support and/or advocate for legislation and programs that provide rental assistance for special needs households with elderly, minors, low-income tenants, and persons with disability, as well as legislation that incentivizes modification of housing to accommodate the elderly and persons with disability.

4. **Voucher Programs** Support and/or advocate for increased funding of voucher programs, including the Section 8 Program, Veterans Affairs Supportive Housing (VASH), Permanent Supportive Housing Vouchers (PSH), and Emergency Housing Vouchers (EHV) or any similar emergency housing programs, to allow for the increase of rental subsidies within urban areas with high rental cost. Also support and/or advocate for programmatic changes to focus programs on the elderly, disabled, and other special need and vulnerable households. Advocate for and support Project Based Vouchers for housing developments that meet City Council goals.

5. **Emergency, Interim, Transitional and Supportive Housing** Support and/or advocate for legislation and funding for a variety of housing options including emergency, interim, and transitional housing units while new permanent supportive housing units are developed for people experiencing homelessness, along with support services needed to make these successful.

6. **Low-Income Housing Tax Credit Program** Support and/or advocate for legislation that would amend both federal and state Low-Income Housing Tax Credit Programs to support and deem a competitive mix of units in an affordable housing project, to promote sustainable and integrated communities.

HOUSING (cont'd)

7. **Owner Occupancy** Support and/or advocate for affordable homeownership and growth in individual home ownership through reasonable measures to reduce obstacles and costs to construction of new home ownership opportunities, including rent to own programs and condominium liability reform.

8. **National Environmental Policy Act (NEPA) Reform** Support and/or advocate for sensible National Environmental Policy Act reform or exemptions for eligible housing development that will enable new housing production.

9. **Housing Security** Support and/or advocate for legislation that protects existing individual property ownership, prioritizing small property owners over institutional investors, as well as federal funding opportunities for rental assistance programs to ensure housing security for residential tenants.

10. **HOME Program Changes** Support and/or advocate for programmatic changes to the HOME Investment Partnership Program by removing the expenditure deadline as the creation of affordable housing by community housing development organizations can take several years to complete.

LIBRARIES, PARKS, & OPEN SPACE

1. **Connectivity** Support and/or advocate for initiatives to develop connecting trail systems in the Verdugo mountainside and enhance safe and accessible trail networks, greenways, and nature-based connections that link trails, parks, and open spaces.

2. **Open Space Protection** Support and/or advocate for legislation and funding opportunities directly, or through federally funded state programs, which preserves and protects open space, green space, and natural habitats throughout the City of Burbank.

3. **Library Funding, Programs, and Digital Access** Support and/or advocate for legislation and funding opportunities that restore and increase library funding, strengthen state and federal support for libraries, and enhance robust library services and access.

4. **Park and Library Infrastructure** Support and/or advocate for legislation that provides funding for rehabilitation, development, and capital improvements of local parks, libraries, and community facilities, enhancing both active and passive recreational spaces.

5. **Access to Diverse Library Materials** Support and/or advocate for legislation that prevents bans on reading, listening, and viewing material for youth in public libraries and protects library employees from liability related to providing access to diverse perspectives.

6. **Arts, Culture and Humanities** Support and/or advocate for federal legislation and funding opportunities that increase resources for local arts, culture, and humanities programs, including but not limited to performing and visual arts and humanities programs, the preservation of cultural heritage and capital improvements of art venues.

MANDATES

1. **Timely Reimbursements** Support and/or advocate for initiatives to ensure timely reimbursements from the federal government.

2. **Imposition of Unfunded Federal Mandates** Oppose mandates that do not include realistic timeframes, funding for corollary costs of compliance (e.g. infrastructure costs for housing construction mandates), associated personnel costs and technical support for jurisdictions to ensure compliance with mandates.

PUBLIC EMPLOYMENT

1. **Disclosures and Accountability** Support and/or advocate for legislation that enhances appropriate disclosure and provides accountability of public funds.

2. **Good Faith Negotiations** Promote legislation that strengthens good faith negotiations between employee organizations and local agencies.

3. **Control Workers' Compensation** Support and/or advocate for legislation that would control medical and legal costs related to workers' compensation.

4. **Workers' Compensation Reform** Continue to support workers' compensation reform that is inclusive of both safety and non-safety employees.

PUBLIC SAFETY

1. **Public Safety Training Programs** Support and/or advocate for policies, legislation, and funding opportunities, which prioritize public safety and ensure public safety personnel receive adequate training, education, and equipment to successfully protect the community.

2. **Supportive Programs and Solutions** Support and/or advocate for legislation and funding opportunities that prioritizes preventing and reducing crime and promoting rehabilitation. Also, support and/or advocate for legislation that prioritizes drug prevention programs, mental health initiatives, enhanced protective equipment, and solutions for homelessness.

3. **Traffic Safety** Support and/or advocate for Office of Traffic Safety grant funding related to all aspects of traffic safety.

4. **Pedestrian and Bicyclist Safety** Support and/or advocate for legislation that prioritizes road safety, with a specific emphasis on protecting pedestrians and bicyclists – especially vulnerable users like children, the elderly, and the disabled.

5. **Reimbursement for Presidential Visits** Pursue law enforcement funding and/or reimbursement from federal agencies such as the Department of Homeland Security or Federal Emergency Management Agency for Presidential and/or high-profile attendee visits.

PUBLIC SAFETY (cont'd)

6. **Criminal Justice Reform** Support and/or advocate for evidence-based criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.

7. **Latest Technology** Support and/or advocate for legislation and funding opportunities that would take advantage of the latest technology to prevent and resolve crimes, such as the ability to use surveillance cameras, automatic license plate recognition, and DNA testing.

8. **Emergency Preparedness** Support and/or advocate for funding opportunities and legislation that encourage disaster preparedness and emergency planning. Seek direct and flexible funding opportunities for localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.

9. **Fire Vegetation Management** Support and/or advocate for well-balanced legislation and funding opportunities that promote compliance with defensible space requirements in an effort to reduce fire risk in the community.

10. **Interagency Communications Interoperability (ICI) System** Support and/or advocate for legislation for assistance to aid the ICI System, including federal funding opportunities for communities to use their public safety radio communication spectrum, which is currently utilized by first responders in Burbank and surrounding communities.

11. **Non-Traditional Crime Prevention Activities** Support and/or advocate for funding opportunities for non-traditional crime prevention activities, homeless assistance, front-end diversion, and mental health initiatives.

12. **Seismic Safety** Support and/or advocate for legislation and regulation that increases the seismic safety of buildings including seismic retrofit, retrofit funding, or higher levels of structural resiliency of buildings.

13. **Wildfire Safety** Support and/or advocate for legislation and regulation that increases the safety of buildings during a wildfire including fire protection measures, retrofit funding, or higher levels of wildfire structural resiliency. Advocate for funding opportunities for wildfire prevention and mitigation.

14. **Reducing Gun Violence** Support and/or advocate for legislation and funding opportunities that reduce gun violence.

15. **Cybersecurity Protection** Support and/or advocate for legislation and funding that would prevent and reduce cybercrime that would impact municipal services. Advocate for legislation and funding opportunities to protect against cyber security attacks and prevent and resolve breaches (e.g. the ability to use cyber-attack and intrusion detection, automated Artificial Intelligence attack response solutions, and recovery programs).

16. **Fentanyl Epidemic** Support and/or advocate for funding opportunities, legislation/and or regulations and other initiatives aimed at addressing the fentanyl crisis by fortifying law enforcement efforts, intensifying prevention through public awareness campaigns and school programs, broadening access to treatment, supporting first responders, and actively involving communities.

SOCIAL JUSTICE & EQUITY

1. **Equitable Access** Support and/or advocate for legislation and funding opportunities that assist the City of Burbank in providing and expanding equitable access to City parks and facilities, programs, services, trails, open space, and natural areas.

2. **Eliminating Barriers** Support and/or advocate for legislation and funding that will allow the City and its community partners to provide disadvantaged residents with the tools necessary to grow and thrive.

3. **Community Engagement** Support and/or advocate for legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination, and social justice to promote education, understanding, expanded opportunity, and acceptance between diverse groups in the community, making all feel welcome and safe in Burbank.

SUSTAINABILITY

1. **Streamline National Environmental Policy Act (NEPA) Provisions** Support and/or advocate for efforts to streamline NEPA provisions that would result in meaningful reform to reduce out-of-date noticing provisions.

2. **Recycling and Organics Recovery** Seek federal funding opportunities, and permitting support, to assist in compliance with Solid Waste mandates for recycling and organics recovery/processing.

TECHNOLOGY

1. **Data and Technology Initiatives** Support and/or advocate for legislative initiatives and funding opportunities to promote the use of data and technology to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, enhance municipal quality of life factors, and help solve other civic challenges.

2. **Digital Literacy and Technology Access** Support and/or advocate for legislative initiatives and funding opportunities to increase access to computers, high-speed internet, and similar technology; and to provide training in computer, digital literacy, and technology skills and oppose funding cuts to related federal grant programs.

3. **Cyber Security Initiatives** Support and/or advocate for legislative initiatives and funding opportunities that promotes the use of technology solutions and other resources to protect local government networks, technology systems, critical infrastructure, and data.

TECHNOLOGY (cont'd)

4. **Regulation of Wireless Facilities** Oppose legislation or regulatory policy that would further erode the ability of local governments to regulate wireless facilities.

5. **Artificial Intelligence (AI)** Support and/or advocate for regulations, legislation, and/or funding for the development of clear guidelines and restrictions regarding AI that promotes its ethical, fair, and responsible use, and ensures transparency, accountability, and fairness in AI systems while safeguarding individual rights, economic stability, and security.

TRANSPORTATION/INFRASTRUCTURE

1. **Burbank Infrastructure Funding Opportunities** Support and/or advocate for federal funding opportunities, including but not limited to Federal Highway Safety Improvement Program and Congestion Management Air Quality Funds; State Cap and Trade, High Speed Rail, Gas Tax, and Active Transportation funds; and Regional Measure M, Measure R, Proposition A, and Proposition C (Transportation Sales Tax) funds, to mitigate traffic congestion and maintain/improve Burbank's infrastructure.

2. **New Transit** Support and/or advocate for a direct light rail or subway connection to the Hollywood Burbank Airport.

3. **Innovative Financing Programs** Support and/or advocate for transportation policies that seek to regenerate funds that support maintenance and development of Burbank's infrastructure projects, including infrastructure finance districts and other innovative financing programs to support construction as well as maintenance long term (i.e. – Public Private Partnerships).

4. **Transit Center in Burbank Media District and Metrolink Station** Seek funding for the creation of a new transit center in the Burbank Media District and Metrolink Station to anchor the major bus transit lines that provide transit service to this employment center and to support the future NoHo-to-Pasadena Bus Rapid Transit (BRT) Project.

5. **Olive Avenue Bridge Rehabilitation Project** Seek funding to rehabilitate and improve Olive Avenue bridge to improve bicycle, pedestrian, and transit access over I-5 in concert with the Metro NoHo-to-Pasadena BRT project including adding an aerial BRT station above the Downtown Burbank Metrolink Station.

6. **Magnolia Boulevard Bridge Rehabilitation Project** Seek funding opportunities to rehabilitate and improve Magnolia bridge over I-5 and improve bicycle and pedestrian access in conformance with the Complete Street Plan.

7. **BurbankBus Transit Capital** Support and/or advocate for transit capital funding opportunities for the BurbankBus to replace aging vehicles in its fleet, including necessary electrification infrastructure to meet CARB zero-emission transit vehicle replacement mandates beginning in 2026.

8. **Expanded Metrolink Service** Support and/or advocate for funding for capital projects and operational funding to achieve two way (bi-directional) all-day service to Burbank's Metrolink stations. Burbank will partner with regional transportation agencies and other stakeholders to achieve necessary Metrolink improvements.

9. **Amtrak Surfliner** Advocate for all Amtrak Pacific Surfliner trains to stop at the Downtown Burbank Metrolink Station.

10. **Electrification** Support and/or advocate for initiatives incentivizing electrification of infrastructure for public transit projects when feasible.

11. **Automated Vehicles and Emerging Vehicle Technologies** Support and/or advocate for regulations, legislation, and/or funding related to the use of automative vehicles and other emerging vehicle technologies and services to ensure the highest standards of their safety, privacy, and accountability, as well as development of smart infrastructure to support their safe, efficient, and sustainable integration.

UTILITIES - ENERGY

1. **Support Hydropower and Small Modular Reactors** Support and/or advocate for the inclusion of hydropower and small modular reactors as zero-carbon energy sources, consistent with efforts on the development of federal standards to safely dispose of and handle related waste.

2. **Support the Development and Deployment of Green Hydrogen** Support and/or advocate for the development and deployment of green hydrogen to ensure electrical grid reliability. Green hydrogen is made by using zero-carbon or renewable energy resources.

3. **Financial Incentives for Clean Energy and Energy Storage** Support and/or advocate for legislation to provide financial incentives including tax incentives and other financial opportunities to reduce the cost of new and existing grid side clean energy and energy storage projects.

4. **Public Benefit Programs** Support and/or advocate for legislation that protects and increases funding for community owned utilities' public benefits programs to support disadvantaged communities.

5. **Regionalization of Electrical Markets** Support and/or advocate for legislation and regulation that would allow for the cost-effective and environmentally effective regionalization of electrical markets in the United States.

6. **Transmission** Support and/or advocate for legislation that provides financial assistance, and allows for opportunity, to build and/or own transmission in the LA Basin and throughout the United States to ensure grid reliability.

7. **Cyber and Physical Security** Support and/or advocate for legislation and regulation regarding cyber and physical security to protect utility assets and operations.

8. **Wildfire Mitigation** Advocate for and support legislation that promotes prevention and reduction of wildfire risk through responsible power management. Advocate for funding opportunities to mitigate wildfire risks.

UTILITIES - ENERGY (cont'd)

9. **Wildfire Mitigation** Advocate for and support legislation that promotes prevention and reduction of wildfire risk through responsible power management. Advocate for funding opportunities to mitigate wildfire risks.

10. **Electric Reliability** Advocate for policies that strengthen grid reliability by expanding the availability of critical equipment, such as transformers, and addressing broader supply chain challenges that threaten timely infrastructure repairs and deployment.

11. **Pole Attachments** Oppose policies that restrict local authority over utility pole and streetlight attachments.

UTILITIES - WATER

1. **Cost-Effective Water Ecosystem Projects** Support and advocate for federal funding opportunities for water ecosystem projects that enhance water quality and are cost-effective. Advocate for direct beneficiaries and cost causers to fund their fair share of infrastructure project costs that provide long-term benefits to the state and its inhabitants.

2. **Water Supply Projects** Advocate and support funding for the expansion of current, and construction of new, water storage projects, both state-wide and locally, to increase water supply. Advocate for federal funding for the expansion of current, and the construction of new, water supply projects including desalination and importing water from water rich regions of the United States.

3. **Water Conservation** Support and/or advocate for legislation and funding opportunities that support water conservation measures, including residential and commercial customer assistance, water storage, and efforts to mitigate and plan for droughts, such as drought-resistant landscaping and permeable surfaces.

4. **Direct Potable Reuse** Advocate for and support continued work on developing regulations and funding for the implementation of Direct Potable Reuse.

5. **Public Benefit Programs** Advocate for, and support, legislation that protects and increases funding for community owned utilities' public benefits programs to support disadvantaged communities.

6. **Stormwater Funding** Seek funding opportunities to assist in meeting mandated stormwater requirements as appropriate.

7. **Redistribution of Public Benefits** Oppose efforts by the state that would impose Public Benefit requirements on water utilities that transfer funding to the state for redistribution. Retain funding for Local Benefits efforts for exclusive local use.

VETERANS

1. **Veteran Funding and Initiatives** Support and/or advocate for initiatives, partnerships, funding opportunities, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to, physical and mental health, affordable housing, employment, and education.


BURBANK
BURBANK

2026 STATE PLATFORM

The City of Burbank's 2026 California State Platform Summary

The City's state platform (which follows this summary) is equally comprehensive in its scope and breadth to the federal, prioritizing the same seventeen priority topic areas – thus reflecting the City's continued deep commitment to its community in general and its citizens in particular at all levels of government – including, but not limited to: ongoing transportation and infrastructure challenges (physical as well as cyber); ever expanding public health and safety needs; continuous efforts to meet the housing demands of both our housed and unhoused citizens; and efforts to support our recreational, conservation, natural resources, and water priorities.

It's important for federal policy makers to understand the effort, time, and money the city is already undertaking at the state level to advance their priorities (as several issues overlap with actions of importance in Washington DC) as they consider additional assistance and support for the City's federal priorities.

The City's efforts in Sacramento include the following:

- **Workforce Training and Development** – The City will support and advocate for training and development initiatives — through legislation, regulation or funding opportunities — that advance collaboration among community partners including, but not limited to, non-profits, the Burbank Unified School District Board of Education, and the Workforce Development Board. In addition, the City will seek additional funding for training and apprenticeship programs to develop youth, veterans, and underemployed individuals for jobs relevant to the City's workforce.

- **Promote Successful Local Businesses** – The City will advocate for measures that support continued efforts to retain and promote local (particularly small) businesses, including funding opportunities (i.e. loans and tax credits for business improvements) and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.

- **Increase Nutrition For Citizens** – The City will support and advocate for legislation, regulations, and funding opportunities to increase access to affordable meal programs for older adults, youth and the disabled.

- **Funding and Collaboration to Remove and Clean Homeless Encampments** – The City will seek new funding opportunities, as well as support and advocate for legislation designed to promote collaboration among city, county, state, and federal agencies for the legal and humane removal and storage of homeless belongings and clearing of areas that are highly vulnerable to fires and have developed to unsafe conditions, such as along federal railroads, underpasses, freeway embankments, flood control channels, and critical infrastructure buildings/equipment.

- **Low-Income Housing Tax Credit Program** – The City will support and advocate for legislation that would amend both federal and state Low-Income Housing Tax Credit Programs to support and deem competitive a mix of units in an affordable housing project, to promote sustainable and integrated communities.

- **Enhance Home Ownership** – The City will support and advocate for growth in individual home ownership through reasonable measures to reduce obstacles and costs to construction of new home ownership opportunities, including rent to own programs and condominium liability reform.

- **CEQA/NEPA Reform** – Support sensible California Environmental Quality Act (CEQA) reform and National Environmental Policy Act (NEPA) reform that will enable new housing production.

- **Housing Security** – The City will support and advocate for legislation that protects property ownership and prioritizes small property owners over institutional investors, as well as funding opportunities for rental assistance programs to ensure housing security for residential tenants.

- **Imposition of Unfunded Mandates** – The City opposes state mandates that do not include realistic timeframes, funding for corollary costs of compliance (e.g. infrastructure costs for housing construction mandates), associated personnel costs, and technical support for jurisdictions to ensure compliance with mandates.

- **Public Safety Training Programs** – The City will support and advocate for policies, legislation, and funding opportunities, which prioritize public safety and ensure public safety personnel receive adequate training, education, and equipment to successfully protect the community.

- **Support Crime Reduction Solutions** – The City will support and advocate for legislation and funding opportunities that prioritizes preventing and reducing crime and promoting rehabilitation. The City will also advocate for legislation that prioritizes drug prevention programs, mental health initiatives, enhanced protective equipment, and solutions for homelessness.

- **Emergency Preparedness** – The City will support and advocate for funding opportunities and legislation that encourage disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek direct and flexible funding opportunities for localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.

- **Fire Vegetation Management** – The City will support and advocate for well balanced legislation as well as funding opportunities that promote compliance with defensible space requirements in an effort to reduce fire risk in the community.

2025 STATE PLATFORM (cont'd)

- **Cybersecurity Protection** – The City will support and advocate for legislation and funding that would prevent and reduce cybercrime that would impact municipal services. Advocate for legislation and funding opportunities to protect against cyber security attacks and prevent and resolve breaches (e.g. the ability to use cyber-attack and intrusion detection, automated Artificial Intelligence attack response solutions, and recovery programs).

- **Pursue Infrastructure Funding Opportunities** – The City will support and advocate for funding opportunities that are designed to mitigate traffic congestion and maintain/improve Burbank's infrastructure. These include, but are not limited to, the Federal Highway Safety Improvement Program as well as Congestion Management Air Quality Funds, the federal gas tax, and Active Transportation funds.

- **Innovative Infrastructure Financing Programs** – The City will support and advocate for transportation policies that seek to regenerate funds that support maintenance and development of Burbank's infrastructure projects, including infrastructure finance districts and other innovative financing programs to support construction as well as maintenance long term (i.e. – Public Private Partnerships).

- **Support Hydropower and Small Modular Reactors** – The City will advocate for and support the inclusion of hydropower and small modular reactors as zero-carbon energy sources, consistent with efforts to develop federal standards to safely dispose of and handle related waste.

- **Enhanced Cyber and Physical Security** – The City will advocate for and support legislation and or regulations regarding cyber and physical security to protect utility assets and operations.

- **Wildfire Mitigation** – The City will advocate for and support legislation that promotes prevention and reduction of wildfire risk through responsible power management. The City will also advocate for funding opportunities to mitigate wildfire risks.

- **Technology Initiatives** – The City will advocate for and pursue funding opportunities to promote the use of data and advanced technologies to create efficiencies, promote economic development, enhance utility operations, and help solve other sustainability challenges.

- **Cost-Effective Water Ecosystem Projects** – The City will advocate for and support state funding opportunities for water ecosystem projects that enhance water quality and are cost-effective. Advocate for direct beneficiaries and cost causers to fund their fair share of infrastructure project costs that provide long-term benefits to the state and its inhabitants.

- **Water Supply Projects** – The City will advocate for and support funding for the expansion of current, and the construction of new, water supply projects including desalination and importing water from water rich regions of the United States.

- **Water Conservation** – The City will advocate for and support legislation and funding opportunities that support water conservation measures, including residential and commercial customer assistance, water storage, and efforts to mitigate and plan for droughts, such as drought-resistant landscaping and permeable surfaces.

- **Direct Potable Reuse** – The City will advocate for and support continued work on developing regulations and funding for the implementation of Direct Potable Reuse.

- **Veteran Funding and Initiatives** – The City will advocate for and support initiatives, partnerships, funding opportunities, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to, physical and mental health, affordable housing, employment, and education.

AIRPORT

1. **Noise Relief** Pursue and engage in legislative and regulatory initiatives and processes that secure meaningful noise relief, including nighttime noise relief such as curfew, at the Hollywood Airport, for the City of Burbank and surrounding communities.

2. **Helicopter Noise Regulation** Support legislative efforts to monitor, regulate, and enforce helicopter noise in residential areas while being respectful of law enforcement and emergency first responder operations.

3. **Increased Accessibility** Support state legislation and policy that increases accessibility for airline passengers both on the ground and in the air.

BUDGET & MUNICIPAL FINANCE

1. **Local Government Funds** Support legislation or ballot measures that prevent the State from borrowing, raiding, or otherwise redirecting local government funds (i.e. local taxes, sales tax, property taxes, etc.).

2. **Municipally Generated Revenue** Continue to promote increased flexibility for the utilization of municipally generated revenues (i.e. – Public Education and Government fee, Utility Users Tax, Development Impact Fees, etc.).

3. **Online Purchases Sales Tax** Support legislation that changes the allocation of sales tax for online purchases from the County pool and reallocates it to the city where the purchase is made.

4. **Online Transient Occupancy Tax Bypass** Oppose efforts by online travel companies to circumvent remittance of Transient Occupancy Taxes (TOT) from hotel reservations purchased on the internet.

ECONOMIC DEVELOPMENT

1. **Workforce Training and Development** Support and/or advocate for training and development initiatives (through legislation, regulation or funding opportunities) that enhance collaboration among community partners including, but not limited to non-profits, the Burbank Unified School District Board of Education, and the Workforce Development Board. In addition, seek additional funding for training and apprenticeship programs to develop youth, veterans, and underemployed individuals for jobs relevant to the City's workforce.

2. **Successful Local Businesses** Support and/or advocate for measures that support the City's continued efforts to retain and promote local businesses and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.

3. **Tourism Funding** Support and/or advocate for legislation and/or regulations that protects and enhances funding for tourism marketing and infrastructure to support the strong, growing tourism industry in California.

4. **Filming** Support and/or advocate for incentives that promote filming within the City and state.

5. **Telecommunication and Broadband** Support and/or advocate for state legislation and or regulations preserving the City's interest in telecommunication, broadband, and infrastructure operations. Seek funding opportunities for expanding local broadband options.

6. **Tax Credits and Incentives for Creative/Entertainment Industry** Advocate for tax credits and incentives to attract and retain entertainment industry jobs.

HEALTHY COMMUNITIES

1. **Affordable Health Care** Support and/or advocate for legislation, regulations, and/or funding opportunities that creates options and opportunities for access to affordable healthcare for all of our citizens.

2. **Access to Healthy Foods** Support and/or advocate for legislation, regulations, and/or funding opportunities that promote community garden programs, expanding access to fresh fruits and vegetables for people of all ages.

3. **Active Living** Encourage community design to integrate walking, hiking, and cycling paths and opportunities to recreate.

4. **Access to Childcare** Advocate for funding for opportunities to increase access to childcare for the community, with an emphasis on care and education for children ages 0-5.

5. **Access to Inclusive and Adaptive Recreation** Support and/or advocate for funding opportunities and programs that expand inclusive sports, fitness, recreation, and outdoor activities for people of all abilities and ages, including individuals with disabilities, youth, seniors, veterans, and low-income residents.

6. **Access to Mental Health Services** Support policies, legislation, and or regulations that increases access to mental health services for all our citizens and destigmatizes receiving mental health care. Advocate for support of regional and local resources related to mental health care.

HOMELESSNESS

1. **Street Outreach Teams** Support new funding opportunities from the county and state government for expanded Street Outreach Teams in collaboration with law enforcement, first responders, educators, and the County's health and mental health departments for those affected by homelessness and mental health issues.

2. **Homelessness Services** Support and/or advocate for Regional initiatives and support of Medi-Cal reform to improve the quality of life, health outcomes, and solutions to reduce and prevent homelessness through social welfare, recuperative care facilities for those suffering from mental illness or substance abuse, and interim housing at the county, state, and federal levels.

3. **Measure A Funding** Support and/or advocate for direct Measure A formulaic funding on an annual basis for cities like Burbank that are required to contribute additional sales tax.

HOMELESSNESS (cont'd)

4. **Funds for Burbank's Homelessness Plan** Advocate for county, and state funds to implement City or sub-region homelessness plans, including funding to support physical and mental health services, safe parking areas, and access to effective referral systems.

5. **Funding and Collaboration to Remove and Clean Homeless Encampments** Support new funding and legislation to collaborate with city, county, state, and federal agencies for the legal and humane removal and storage of homeless belongings and clearing of areas that are highly vulnerable to fires and have developed to unsafe conditions, such as along federal railroads, underpasses, freeway embankments, flood control channels, and critical infrastructure buildings/equipment.

HOUSING

1. **Building Neighborhoods** Support and/or advocate for ongoing engagement between state and local governments to ensure local control is maintained and responsible housing development is promoted in a collaborative effort to address the local and statewide housing crisis, while protecting and building neighborhoods.

2. **Responsible Development** Support and/or advocate for responsible development and zoning regulations to help ensure the building and protection of neighborhoods.

3. **Limitations on Accessory Dwelling Units** Support and/or advocate for efforts to facilitate the development of Accessory Dwelling Units (ADUs) and Junior ADUs with limitations upon floor area ratio (FAR), location, parking replacement, and ADU sizes that result in ADUs and Junior ADUs that are appropriate in scale to the existing single-family home and the surrounding neighborhood. Support for ADUs and Junior ADUs is further contingent on allowing owner-occupancy requirements.

4. **Lower Parking Requirements** Support lowering parking requirements for new and renovated development in areas near transit to encourage forgoing single-occupancy vehicle trips.

5. **CEQA/NEPA Reform** Support sensible California Environmental Quality Act (CEQA) reform and National Environmental Policy Act (NEPA) reform that will enable new housing production.

6. **Low-Income Housing Tax Credit Program** Support legislation that would amend state Low-Income Housing Tax Credit Programs to support and deem competitive a mix of units in an affordable housing project, to promote sustainable and integrated communities.

7. **Transit Infrastructure that Supports Development** Support and highly encourage state funding that links the development of housing with an improved public transit system, local infrastructure, and associated public services.

8. **Inclusion and Input** Seek a seat at the table with the state legislature and the federal government on housing issues that impact the City of Burbank and advocate for opportunities to provide input on new and reformative Housing Laws that pertain to the review and requirements of the Housing Element and housing production streamlining laws.

9. **Affordable Homeownership** Support state legislation that promotes affordable homeownership opportunities.

10. **Special Needs Housing** Support and/or advocate for state legislation and programs that provide rental assistance for special needs households with elderly, minors, low-income tenants, and persons with disability as well as support/advocate for state legislation that incentivizes modification of housing to accommodate the elderly and persons with disability.

11. **Housing Security** Support state legislation that protects existing individual property ownership and prioritizes small property owners over institutional investors, as well as state and federal subsidies for rental assistance programs to ensure housing security for residential tenants.

12. **Infrastructure Funding** Support infrastructure capacity building at the community level to ensure that the production of residential housing is on pace and in line with local goals and state housing production mandates.

13. **Affordable Insurance** Support legislation and programs that address rising insurance costs in California as it relates to affordable housing and home ownership.

14. **Loss of Local Control and Irresponsible Development** Oppose state initiatives and legislation that would remove local control, allow for irresponsible or incompatible housing development in Burbank, and interfere with protection of established residential neighborhoods.

15. **Unrealistic Timeframes** Support new housing but oppose mandates for unrealistic or inconsistent processing timeframes for larger housing development projects.

LIBRARIES, PARKS, & OPEN SPACE

1. **Park and Library Bond Measures** Support and/or advocate for legislation and bond measures that provide per capita grants to local governments, funding parks, library improvements, community facilities, and programs that enhance the quality of life for Burbank residents.

2. **Park and Library Infrastructure** Support and/or advocate for legislation that provides funding for rehabilitation, development, and capital improvements of local parks, libraries, and community facilities, enhancing both the active and passive recreational spaces.

3. **Equestrian Neighborhoods** Support and/or advocate for state funding and guidelines for protection of equestrian neighborhoods, facilities, and infrastructure.

4. **Animal Shelters** Support and/or advocate for animal welfare legislation that protects against animal abuse, neglect, harm, abandonment, and unnecessary cosmetic surgery.

5. **Animal Safety** Support pro-animal legislation with clear objective guidelines that safeguards animal shelter operations, ensures the well-being of shelter animals, and promotes public safety.

LIBRARIES, PARKS, & OPEN SPACE (cont'd)

6. **Imposition of Regulatory or Statutory Requirements** Oppose legislation that has a negative impact on the administration of park and recreation services and resource management including the sale of park lands and open space, relaxations of park dedication fee requirements that provide no added protections or benefit to California's recreational consumer.

7. **Access to Diverse Library Materials** Support and/or advocate for legislation that prevents bans on reading, listening, and viewing material for youth in public libraries and protects library employees from liability related to providing access to diverse perspectives.

8. **Library Funding, Programs, and Digital Access** Support and/or advocate for legislation and funding opportunities that restore and increase library funding, strengthen state and federal support for libraries, and enhance robust library services and access.

9. **Arts, Culture and Humanities** Support and/or advocate for state legislation and funding opportunities that increase resources for local arts, culture, and humanities programs, including but not limited to performing and visual arts and humanities programs, the preservation of cultural heritage, and capital improvements of art venues.

MANDATES

1. **Timely Reimbursements** Support initiatives to ensure timely reimbursements from the county, state, and federal government.

2. **Community Care Facilities** Support and/or advocate for legislation amending state community care facility mandates to be mindful of the secondary impacts to neighborhoods where these facilities are located and consider a public safety perspective. Seek state licensing of sober living facilities, provide standards of operation for all group homes, allow reasonable distance provisions to avoid overconcentration in single-family neighborhoods, and provide a clear direction between protected group homes and boarding houses. Advocate for the State Department of Housing and Community Development to suspend enforcement of its mandated language relating to transitional housing and unlicensed care facilities until such issues are better defined.

3. **Stormwater Funding** Seek additional county and state funding to help meet mandated stormwater requirements.

4. **Exemption of Stormwater Capture Facilities** Support and/or advocate for legislation that exempts stormwater capture facilities from California Department of Fish and Wildlife review and permitting process, including requirements to permit debris basin clean out, which significantly delays the process and endangers residents in the event of storms.

5. **Imposition of Unfunded Mandates** Oppose mandates that do not include realistic timeframes, funding for corollary costs of compliance (e.g. infrastructure costs for housing construction mandates), associated personnel costs and technical support for jurisdictions to ensure compliance with mandates.

6. **Public Records Act** Support and/or advocate for legislation that balances transparency and public access with practicality related to the Public Records Act and ensures that cities can comply with public records requests without excessive administrative burdens or financial strain.

PUBLIC EMPLOYMENT

1. **Competitive and Valuable Employment** Advocate for legislation that supports the City's ability to provide competitive and valuable employment opportunities.

2. **Sustainable Pensions** Continue to influence, where necessary and applicable, any future efforts that may impact local government's ability to achieve and/or maintain sustainable pensions.

PUBLIC SAFETY

1. **Public Safety Realignment Program** Proactively monitor and influence the implementation process of the state mandated "Public Safety Realignment Program" including reimbursement for monitoring compliance and enforcement, to ensure public safety and successful re-entry into the community.

2. **Funding for AB 109, Prop 47, Prop 36, and Prop 57** Seek continued financial assistance to deal with the impacts of the Public Safety Realignment Act, Proposition 47 (Reduced Penalties for Some Crimes Initiative), Proposition 36 (Homelessness, Drug Addiction, and Theft Reduction Act) and Proposition 57 (Public Safety and Rehabilitation), related to thresholds and penalties for theft-related crime. Support legislation that addresses wrap-around services such as substance abuse counseling, mental health services, and employment, medical, and housing assistance.

3. **Mental Health Programs** Support and/or advocate for programs that help ensure public safety through the assistance and rehabilitation of individuals with severe mental and/or substance abuse illnesses and increase awareness and training opportunities.

4. **Speed Limits** Support and/or advocate for legislation that provides local jurisdictions greater flexibility to set enforceable speed limits, such as Assembly Bill 43 which was signed by Governor Newsom on October 8, 2021.

5. **Local Control of Marijuana Operations** Maintain local control over the ability to regulate the sales location of retail and medical marijuana operations.

6. **Funding to Regulate Recreational Marijuana** Seek state financial assistance for enforcement and regulation due to the passage of Proposition 64 and legalization of recreational marijuana.

7. **Non-Traditional Crime Prevention Activities** Encourage funding for non-traditional crime prevention activities, homeless assistance, front-end diversion, and mental health initiatives at the county, state, and federal level.

PUBLIC SAFETY (cont'd)

8. **Equestrian Safety** Support and/or advocate for legislation, regulations, and/or funding centered on equestrian safety, including the well-being of riders, horses, and the greater community.

9. **Regulation of Tobacco Products (Including E-Cigarettes)** Support legislative authority to add tools for local law enforcement of tobacco product possession, including e-cigarettes, by minors, such as confiscation and mandated educational programs for youth.

10. **Home Emergency Preparedness** Support and/or advocate for legislation or funding that promotes proactive measurers to strengthen homes via home hardening and retrofit projects and provides financial incentives, such as tax credits or grants, to offset the cost of these projects.

11. **Fire Vegetation Management** Support and/or advocate for well-balanced regulations and funding opportunities that promote compliance with defensible space requirements in an effort to reduce fire risk in the community.

12. **E-Bike Regulation and Enforcement** Support and/or advocate for legislation that strengthens the regulation and enforcement of electric mobility devices (e-bike) usage to enhance public safety on roadways, sidewalks, and recreational paths.

13. **Peer Support Services for Public Safety Personnel** Support and/or advocate for legislation and funding that promote and expand peer support programs for public safety personnel to enhance mental health, resilience, and overall well-being. Encourage confidentiality protections and access to licensed mental health professionals to support public safety personnel dealing with job-related stress, trauma, or critical incidents.

SOCIAL JUSTICE & EQUITY

1. **Equitable Access** Support and/or advocate for legislation and funding opportunities that assists the City of Burbank in providing and expanding equitable access to City parks and facilities, programs, services, trails, open space, and natural areas.

2. **Eliminating Barriers** Support legislation and funding that allows the City and its community partners to provide disadvantaged residents with the tools necessary to grow and thrive.

3. **Community Engagement** Support legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination, and social justice to promote education, understanding, expanded opportunity, and acceptance between diverse groups in the community, making all feel welcome and safe in Burbank.

STATE FUNDING

1. **Burbank at a Competitive Advantage** Proactively seek continued and alternative funding sources (i.e. grants) that will benefit the City's ability to provide valuable community services. Advocate for funding criteria that puts Burbank at a competitive advantage.

2. **Legislation to Increase Funding for Burbank** Support and/or advocate for legislation and federal funding opportunities that would increase funding for Burbank's community services including funding for local law enforcement Community Oriented Policing Services (COPS), Urban Area Security Initiatives (UASI), forensic science, Community Development Block Grants (CDBG), public libraries, affordable housing, employment services, senior citizen and youth programs, recreation facilities, cultural arts facilities, maintenance and infrastructure improvements, public schools, park and open space development, and sustainable energy and water among others.

3. **Tri-City Efforts** Leverage current Tri-City efforts to obtain state funding for mutually beneficial projects, facilities, and shared resources.

4. **Redistricting** Maintain the classification of the Tri-City area of Burbank, Glendale, and Pasadena

5. **Relocate US National Guard** Collaborate with the US National Guard to relocate, close, or consolidate the Burbank Armory with the Glendale Armory, allowing the City to expand Larry L. Maxam Memorial Park and utilize the land and facility for programming and open space needs.

6. **HOME Program Programmatic Changes** Support programmatic changes to the HOME Investment Partnership Program by removing the two-year commitment deadline for the creation of affordable housing by community housing development organizations.

7. **Decrease in State Administrative Fee Withholding** Advocate for a decrease in the State Administrative Fee withholding on federal grants. Less fee withholdings from federal grants, such as Los Angeles/Long Beach Urban Area Security Initiative (UASI) grants, would allow more funds to be allocated to the region.

8. **Funding for Recycling Programs** Support legislation that would increase funding for state mandated Solid Waste, Recycling and Organics programs.

SUSTAINABILITY

1. **Local Sustainability Policies** Influence state legislation and regulatory initiatives that would impact local government's ability to set local policies relating to environmental "sustainability," including, but not limited to building standards and land use planning.

2. **Streamline California Environmental Quality Act (CEQA) Provisions** Support efforts to streamline CEQA provisions that would result in meaningful reform to reduce out-of-date noticing provisions, allow CEQA documentation to be filed electronically with the Office of Planning and Research (OPR) and with the County, and permit the online payment of fees.

3. **Community Values Balances with Environmental Needs** Pursue state legislation that prioritizes the environment and balances the needs of the community.

SUSTAINABILITY (cont'd)

4. **Zero Emission Vehicles** Support the state's goals for increased use of all types of zero emission vehicles and support funding that goes towards the refueling infrastructure necessary for alternative fueled vehicles, with emphasis on Plug-in Electric Vehicles. Allow flexible standards and for fuel diversity certain emergency and fleet vehicles and equipment that require traditional fuel due to technology, range, power outage, and terrain issues.

5. **Extended Producer Responsibility (EPR) Initiatives** Support EPR initiatives to place a shared responsibility for end-of-life product management on the producers and all entities involved in the product chain, instead of the general public, while encouraging product design changes that minimize a negative impact on human health and the environment at every stage of the product's lifecycle.

6. **Recyclable Pre-Processed Material Incentives** At the state level, incentivize manufacturers to bring in facilities to recycle pre-processed materials, particularly for plastics from recycling processors (e.g. Burbank Recycle Center). Promote the development of new markets for bulk recyclable materials to ensure long term stability of the industry and viability of municipal curbside recycling.

7. **Reduction of Disposable Products** Support plans and programs to reduce disposable products and packaging and promote reuse.

8. **Community Values Balances with Environmental Needs** Pursue state legislation that prioritizes the environment and balances the needs of the community.

9. **Recycling and Organics Recovery** Seek county and state funding and permitting support to help comply with Solid Waste mandates for recycling and organics recovery/processing.

10. **Consideration of Local Land Use for Renewable Energy** Support local land use for utility size renewables like solar and wind that enables Burbank to meet S.B.100 mandates.

11. **Support Reduce and Reuse** Support state laws that emphasize reduction and reuse as the most effective ways to save natural resources and protect the environment.

12. **Building Decarbonization** Support electrification policies and programs for the built environment to reduce emission, improve air quality, and promote safety.

TECHNOLOGY

1. **Data and Technology Initiatives** Support legislative initiatives and pursue funding to promote the use of data and technology to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, enhance municipal quality of life factors, and help solve other civic challenges.

2. **Initiatives to Prevent Negative Impacts of Way-Finding Apps** Support legislative initiatives that grant local governments the ability or tools to prevent way-finding apps from negatively impacting local neighborhood streets (congestion, wear and tear, and traffic safety).

3. **Records Digitization** Support and advocate for funding for technological advances for the proper digitization and archival of vital City records to ensure transparency, accessibility, and posterity of records.

4. **Digital Literacy and Technology Access** Support legislative initiatives and funding to increase access to computers, high-speed internet, and similar technology, and to provide training in computer and technology skills.

5. **Cyber Security Initiatives** Support legislative initiatives and funding that promotes the use of technology solutions and other resources to protect local government networks, technology systems, critical infrastructure, and data.

6. **Regulation of Wireless Facilities** Oppose any legislation or regulatory policy that would further erode the ability of local governments to regulate wireless facilities.

7. **Artificial Intelligence (AI)** Support and/or advocate for regulations, legislation, and/or funding for the development of clear guidelines and restrictions regarding AI that promotes its ethical, fair, and responsible use, and ensures transparency, accountability, and fairness in AI systems while safeguarding individual rights, economic stability, and security.

8. **Public Safety Technology** Support legislation and funding that enables local governments to deploy advanced, responsible crime-fighting technologies—such as real-time crime centers and investigative analytics—while preserving local control, privacy protections, and public accountability.

TRANSPORTATION/INFRASTRUCTURE

1. **Burbank Infrastructure Funding Opportunities** Support legislation that allocates additional state funding for the upgrade, replacement, and construction of needed infrastructure at the state and local level. Pursue and preserve regional, state, and federal funding opportunities, including but not limited to Federal Highway Safety Improvement Program and Congestion Management Air Quality Funds; State Cap and Trade, High Speed Rail, Gas Tax, and Active Transportation funds; and Regional Measure M, Measure R, Proposition A, and Proposition C (Transportation Sales Tax) funds, to mitigate traffic congestion and maintain/improve Burbank's infrastructure.

2. **Interstate 5 North HOV / Empire Interchange Unmet Needs** Support state and regional funding for unmet project needs related to the Metro/Metrolink railroad corridor that was negatively impacted by the I-5 North HOV/Empire Interchange project.

3. **Electrification** Support initiatives incentivizing electrification of infrastructure for public transit projects when feasible.

[1] Reference April 20, 2022 Council Letter to Metropolitan Transportation Authority: *https://www.burbankca.gov/documents/d/community-development/20240327-metrobrtfeircomment-letter4-20-2022-001-pdf?*

TRANSPORTATION/INFRASTRUCTURE (cont'd)

4. **New Transit Projects** Engage with Metro, Metrolink, LOSSAN Rail Corridor Agency, and others to secure capital funding for the Antelope Valley Line for double-track improvements, and operations funding needed for 15-minute, all day, bi-directional Metrolink service. Support the Metro NoHo-to-Pasadena Bus Rapid Transit (BRT) Project as outlined in Council's communication to Metro[1]. Advocate for a direct light rail or subway connection to the Hollywood Burbank Airport.

5. **Innovative Financing Programs** Advocate for transportation policies that seek to regenerate funds that support maintenance and development of Burbank's infrastructure projects, including infrastructure finance districts and other innovative financing programs to support construction as well as maintenance long term (i.e. – Public Private Partnerships).

6. **Citywide Quiet Zone** Support legislation that provides additional funding to install safety improvements at the City's remaining at-grade crossings (Vanowen/Clybourn, Burbank Airport South Metrolink Station, and Downtown Burbank Metrolink Station).

7. **Freeway Cap Transit Center in Burbank Media District and Metrolink Station** Seek funding for the creation of a new transit center in the Burbank Media District and Metrolink Station to anchor the major bus transit lines that provide transit service to this employment center and to support the future NoHo-to-Pasadena Bus Rapid Transit (BRT) Project.

8. **Olive Avenue Bridge Rehabilitation Projects** Seek funding to rehabilitate and improve Olive bridge to improve bicycle, pedestrian, and transit access over I-5 in concert with the Metro NoHo-to-Pasadena BRT project including adding an aerial BRT station above the Downtown Burbank Metrolink Station.

9. **Magnolia Boulevard Bridge Rehabilitation Projects** Seek funding opportunities to rehabilitate and improve Magnolia bridge over I-5 and improve bicycle and pedestrian access in conformance with the Complete Street Plan.

10. **BurbankBus Transit Capital** Advocate for state and regional transit capital funding for the BurbankBus to replace aging vehicles in its fleet, including necessary electrification infrastructure to meet CARB zero-emission transit vehicle replacement mandates beginning in 2026.

11. **Amtrak Surfliner** Advocate for all Amtrak Pacific Surfliner trains to stop at the Downtown Burbank Metrolink Station.

12. **Expanded Metrolink Service** Support and/or advocate for funding for capital projects and operational funding to achieve two way (bi-directional) all-day service to Burbank's Metrolink stations. Burbank will partner with regional transportation agencies and other stakeholders to achieve necessary Metrolink improvements.

13. **Prioritize Safety and Speed Reduction** Support Universal Design, Vision Zero, and all modes of travel for individuals with travel-limiting disabilities. Advocate for funding to implement essential traffic safety measures and provide more education related to safe driving around pedestrians, bicyclists, and near schools in concert with the City's proposed Vision Zero Plan.

14. **Secure I-5 Adjacent Caltrans Property for Community Infrastructure** Support local efforts to secure and maintain Caltrans ROW to create needed utility infrastructure and other amenities that facilitate redevelopment adjacent to the I-5 and 134 freeways. Advocate for the expansion of city infrastructure to support the production of new commercial and residential land uses that are in alignment with local and state goal.

15. **Burbank's Interest to Influence California High Speed Rail Project** Influence and monitor legislation regarding the California High Speed Rail (HSR) project that ensures minimal impacts to homes and businesses and maximizes opportunities to improve existing rail crossing safety. Advocate for HSR funding to be directed towards the Antelope Valley Line study improvements that will increase the frequency of today's Antelope Valley Line service. Maximize opportunities for development focused on employment and housing within a short distance of any proposed station.

16. **Automated Vehicles and Emerging Vehicle Technologies** Support and/or advocate for regulations, legislation, and/or funding related to the use of automative vehicles and other emerging vehicle technologies and services to ensure the highest standards of their safety, privacy, and accountability, as well as development of smart infrastructure to support their safe, efficient, and sustainable integration.

UTILITIES - ENERGY

1. **Flexible Energy Resources** Advocate for legislation that allows flexibility to choose which resources reliably and best fit the City's needs, with an emphasis and prioritization of the use of renewable resources to meet energy goals in a cost-effective manner.

2. **Greenhouse Gas Reduction Targets** Support the framework established by SB 100 (De Leon, Statutes 2018) and SB 1020 (Laird, 2022) that requires renewable and zero carbon resources to supply 90% of all retail electricity sales by 2035, 95% of all retail electricity sales by 2040, and 100% of retail electricity sales by 2045 (or sooner), while continuing to provide reliable power, maintaining affordable electric rates, and preventing disproportionate rate impacts to our most vulnerable communities. This goal will be reassessed in BWP's Integrated Resources Plan which will have robust stakeholder process.

3. **Support Hydropower and Small Modular Reactors** Support and/or advocate for the inclusion of hydropower and small modular reactors as zero-carbon energy sources, consistent with efforts on the development of federal standards to safely dispose of and handle related waste.

UTILITIES - ENERGY (cont'd)

4. **Support the Development and Deployment of Green Hydrogen** Support and/or advocate for the development and deployment of green hydrogen to ensure electrical grid reliability. Green hydrogen is defined as producing hydrogen through the electrolysis using a zero-carbon energy resource.

5. **Financial Incentives for Clean Energy and Energy Storage** Support legislation to provide financial incentives such as advance refunding bonds, tax incentives and other financial opportunities to reduce the cost of new and existing grid side clean energy and energy storage projects.

6. **Public Benefit Programs** Support and advocate for legislation that protects and increases funding for community owned utilities' public benefits programs to support disadvantaged communities.

7. **Net Energy Metering Programs** Support City Council authority over local net energy metering programs and policies that encourage clean sources of energy while equitably allocating costs.

8. **Regionalization of Electrical Markets** Support legislation and regulation that would allow for the cost-effective and environmentally effective regionalization of electrical markets in the United States.

9. **Transmission** Support legislation that provides financial assistance and allows for opportunity to build and/or own transmission in the LA Basin and throughout the United States to ensure grid reliability.

10. **Cyber and Physical Security** Support legislation, regulation, and compliance regarding cyber and physical security to protect utility assets and operations.

11. **Electric Vehicles** Support legislation and funding for the procurement of mandated electric fleet vehicles within reasonable timelines and, more importantly, the necessary supporting infrastructure. Advocate for fuel diversity of medium and heavy-duty fleet vehicles to provide reliable power when vehicle charging is unavailable due to power outages.

12. **Wildfire Mitigation** Support legislation that promotes prevention and reduction of wildfire risk through responsible power management. Advocate for funding to mitigate wildfire risks.

13. **Technology Initiatives** Support legislative initiatives and pursue funding to promote the use of data and advanced technologies to create efficiencies, promote economic development, enhance utility operations, and help solve other sustainability challenges.

14. **Electric Reliability** Advocate for policies that strengthen grid reliability by expanding the availability of critical equipment, such as transformers, and addressing broader supply chain challenges that threaten timely infrastructure repairs and deployment.

15. **Pole Attachments** Oppose policies that restrict local authority over utility pole and streetlight attachments.

UTILITIES - WATER

1. **Delta Conveyance Project** Support administrative and legislative plans that foster the Delta Conveyance Project, a comprehensive ecosystem restoration and protection plan for the Delta, as the best alternative to meet California's co-equal goals of water supply reliability and Delta ecosystem restoration.

2. **Cost-Effective Water Ecosystem Projects** Support state and federal funding for water ecosystem projects that enhance water quality and are cost-effective. Advocate for direct beneficiaries and cost causers to fund their fair share of infrastructure project costs that provide long-term benefits to the state and its inhabitants.

3. **Water Supply Projects** Advocate for state funding for the construction of new water storage projects, both state-wide and locally, to increase water supply. Advocate for state funding for the construction of new water supply projects including desalination and importing water from water rich regions of the United States.

4. **Local Water Use Control** Support efforts to maintain and strengthen local control of water use and encourage water recycling and the many benefits of sustainability to Burbank's water supply, conserving the vital resource of potable water, and reducing our dependence on imported water.

5. **Water Conservation** Actively pursue legislation and funding that support water conservation measures including awareness, residential and commercial customer assistance, water storage, and efforts to mitigate and plan for droughts, such as drought-resistant landscaping and permeable surfaces.

6. **Direct Potable Reuse** Support continued work on developing regulations and funding for the implementation of Direct Potable Reuse.

7. **Public Benefit Programs** Support and advocate for legislation that protects and increases funding for community owned utilities' public benefits programs to support disadvantaged communities.

8. **Redistribution of Public Benefits** Oppose efforts by the state that would impose Public Benefit requirements on water utilities that transfer funding to the state for redistribution. Retain funding for Local Benefits efforts for exclusive local use.

VETERANS

1. **Veteran Funding and Initiatives** Support and/or advocate for initiatives, partnerships, funding opportunities, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to, physical and mental health, affordable housing, employment, and education.

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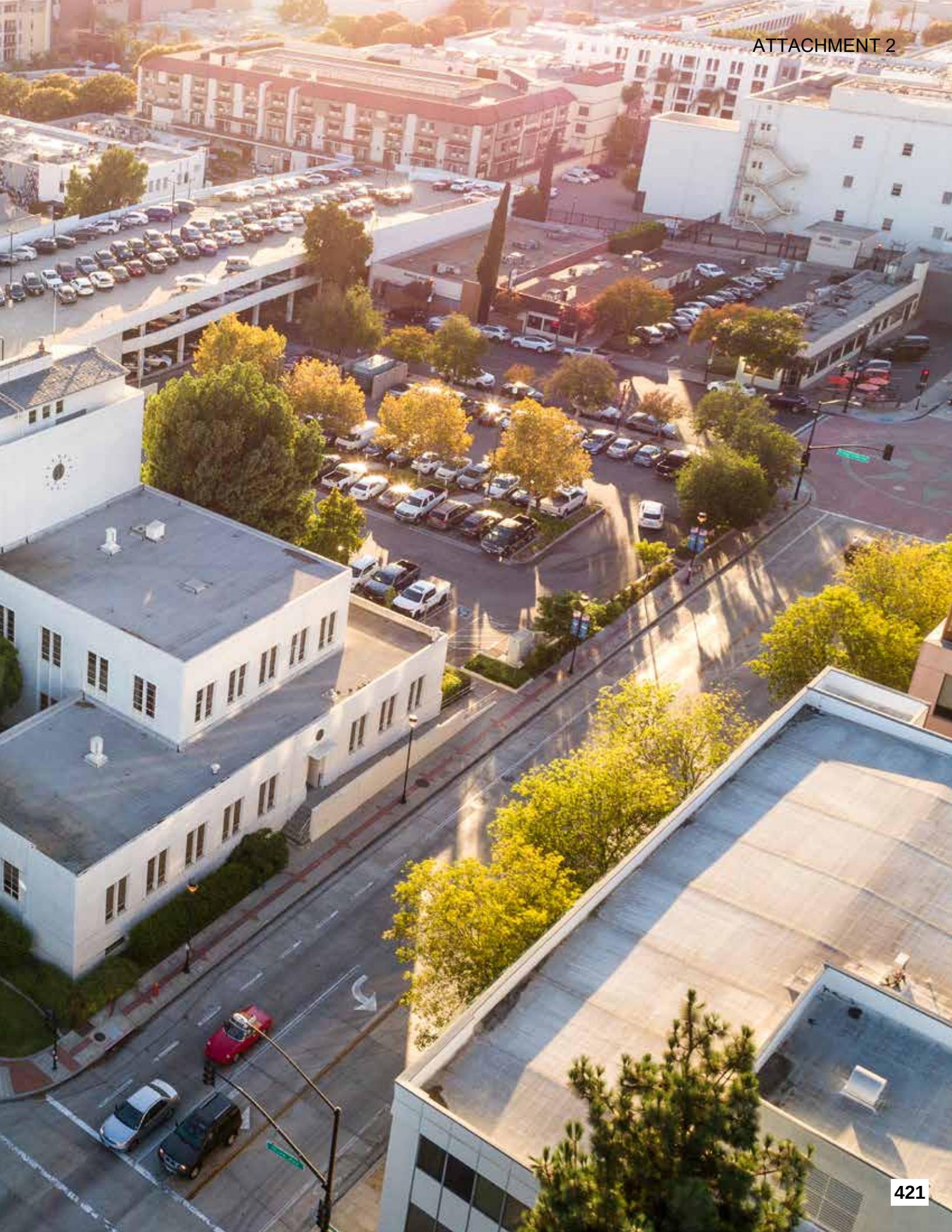
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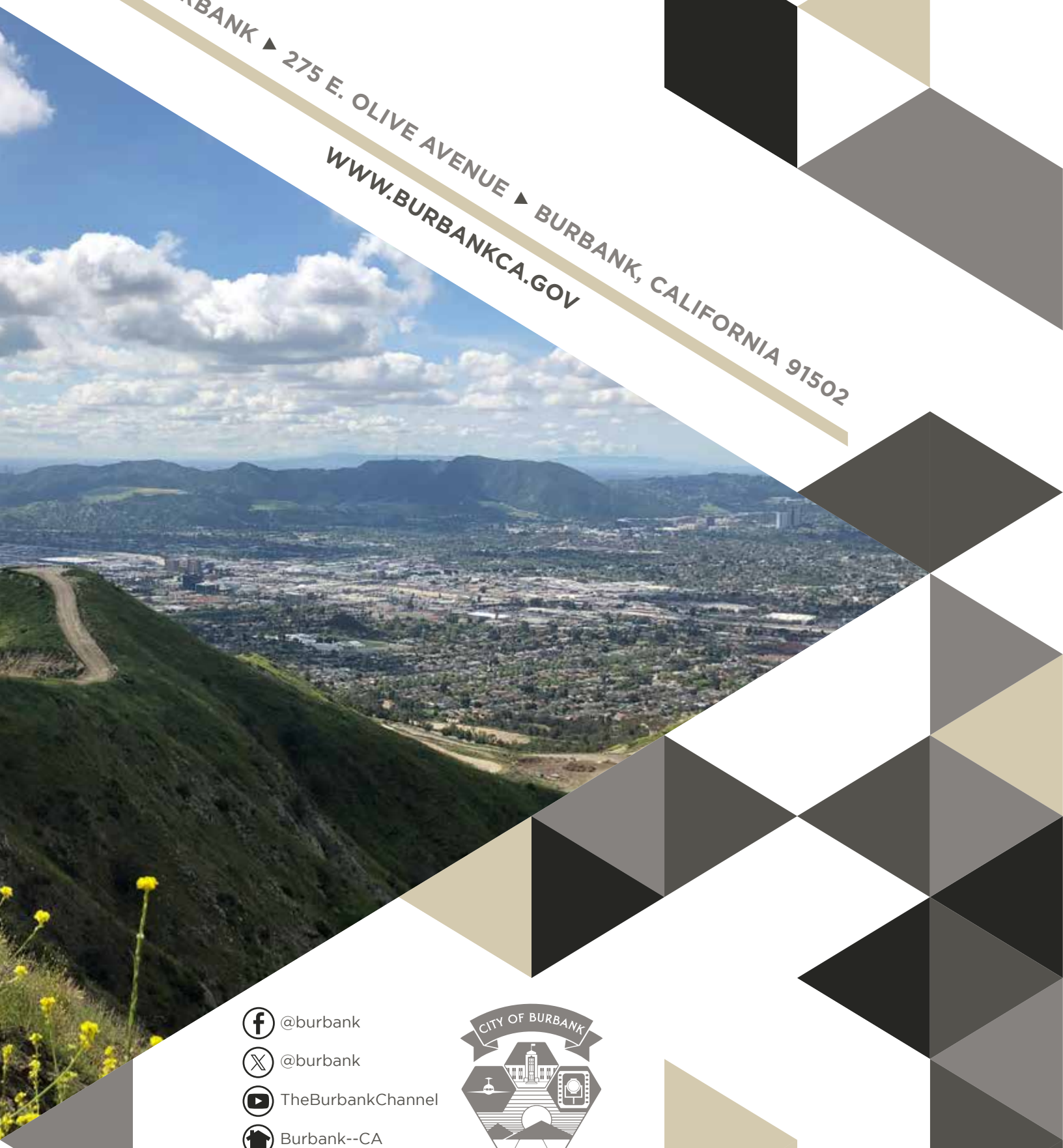
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STATE OF CALIFORNIA
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Senate Bill No. 79

CHAPTER 512

An act to add Chapter 4.1.5 (commencing with Section 65912.155) to Division 1 of Title 7 of the Government Code, relating to land use.

[Approved by Governor October 10, 2025. Filed with Secretary of State October 10, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 79, Wiener. Housing development: transit-oriented development.

(1) Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. Existing law requires the inventory of land to be used to identify sites throughout the community that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need. Existing law requires each local government to revise its housing element in accordance with a specified schedule.

Existing law, the Housing Accountability Act, among other things, requires a local agency that proposes to disapprove a housing development project, as defined, or to impose a condition that the project be developed at a lower density to base its decision on written findings supported by a preponderance of the evidence that specified conditions exist if that project complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time that the application was deemed complete. The act authorizes the applicant, a person who would be eligible to apply for residency in the housing development project or emergency