BURBANK CITY COUNCIL
JOINT MEETING WITH THE HOUSING AUTHORITY
TUESDAY, JUNE 16, 2026
5:30 p.m. – Closed 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 Joint City Council Meeting will be held in the Council Chamber – 275 East Olive Avenue, Second Floor, on Tuesday, June 16, 2026, at 5:30 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.

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. Written public comment may be submitted via eComment, available on the City website (www.burbankca.gov/web/city-clerks-office/ecomment) from the time the agenda is posted until 4:30 p.m. the day of the meeting. eComments will be distributed to the City Council in advance of the meeting.

4. 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 and Housing Authority 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 items only) To Comment, please telephone into the meeting at (818) 238-3335, or to speak in person a **PINK** 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: Marine Bezhanyan v. City of Burbank
      c. Case No.: 25STCP03832
      d. Brief description and nature of case: Civil Rights

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

D. **Moment of Reflection:**

E. **Flag Salute:**

F. **Roll Call:**

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

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

1. Presentation of a Proclamation Declaring June 1-30, 2026, as “Pride Month” in the City of Burbank – City Council

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

J. **Presentations**:

1. Update on the Activities of the Burbank-Glendale-Pasadena Regional Housing Trust – Community Development Department

   Attachments:
   PowerPoint Presentation

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

L. **Joint 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.)

M. **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)

N. **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 June 2, 2026, and the Dark Meeting of June 9, 2026.

   MOTION: Approved 4-0 (Mullins, Absent)

   Attachments:
   Council Meeting Minutes
   Dark Meeting Minutes

2. Housing Authority Minutes – City Clerk's Office

   Recommendation:
   Approve the Housing Authority Minutes of the Joint Meeting of June 2, 2026.

   MOTION: Approved 4-0 (Mullins, Absent)

   Attachments:
   Housing Authority Minutes

3. Adoption of a Resolution Appropriating $2,300,000 of the Burbank Housing Authority Unappropriated Fund Balance for Fiscal Year 2025-26 to Support Housing Assistance Payments Under the Section 8 Housing Choice Voucher Program – Community Development Department (with Housing Authority)

   Recommendation:
   Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING AN APPROPRIATION OF TWO MILLION THREE HUNDRED THOUSAND DOLLARS ($2,300,000.00) FROM THE BURBANK HOUSING AUTHORITY'S UNAPPROPRIATED FUND BALANCE TO SUPPORT HOUSING ASSISTANCE PAYMENTS UNDER THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM.

   MOTION: Adopted 4-0 (Mullins, Absent)

   Attachments:
   SR - BHA Appropriation
   Att1 - BHA Resolution
   Resolution No. H-26-283

4. Adoption of a Resolution Approving a Cooperative Agreement with Express Energy Services, Inc., for the Ralph Foy Park Lighting Upgrade Project – Public Works Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH EXPRESS ENERGY SERVICES, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE RALPH FOY PARK LIGHTING UPGRADE PROJECT.

   MOTION: Adopted 4-0 (Mullins, Absent)

   Attachments:
   SR - Agreement with Express Energy
   Att1 - Resolution
   Att2 - Sourcewell Contract Amendment
   Att3 - Work Order
   Resolution No. 26-29,711

5. Adoption of a Resolution Approving Contract Documents, Plans and Specifications, Authorizing Execution of a Contract for Bid Schedule 1534 – Jail Door Control System Modernization, to Ace Construction & Maintenance Inc, and Finding of CEQA Exemption (14 CCR § 15302) – Public Works Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AUTHORIZING EXECUTION OF A CONTRACT FOR BID SCHEDULE NO. 1534 – JAIL DOOR CONTROL SYSTEM MODERNIZATION PROJECT TO ACE CONSTRUCTION & MAINTENANCE INC., AND FINDING OF CEQA EXEMPTION (14 CCR §15302).

   MOTION: Adopted 3-0-1 (Mullins, Absent; Anthony, Abstain)

   Attachments:
   SR - BS 1534
   Att1 - Resolution

Att2 - Bid Summary
Resolution No. 26-29,712

6. Adoption of a Resolution Approving a Cooperative Agreement with Vincor Construction, Inc. for the Police Department Forensic Services Area Modernization Project – Public Works Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH VINCOR CONSTRUCTION, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE POLICE DEPARTMENT FORENSIC SERVICES AREA MODERNIZATION PROJECT.

MOTION: Adopted 3-0-1 (Mullins, Absent; Anthony, Abstain)

Attachments:
SR - Agreement with Vincor Construction
Att1 - Resolution
Att2- Sourcewell Contract Amendment
Att3 - Work Order
Resolution No. 26-29,713

7. Adoption of a Resolution Approving an Entry and Construction Agreement with Burbank Empire Center, LLC to Construct Public Sidewalk Improvements Near Empire Interchange and Dispensing with Competitive Bidding – Community Development Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AN ENTRY AND CONSTRUCTION AGREEMENT WITH BURBANK EMPIRE CENTER, LLC TO CONSTRUCT PUBLIC SIDEWALK IMPROVEMENTS NEAR EMPIRE INTERCHANGE AND DISPENSING WITH COMPETITIVE BIDDING.

MOTION: Adopted 4-0 (Mullins, Absent)

Attachments:
SR - Agreement with Burbank Empire Center
Att1 - Resolution
Att2 - Location of Proposed Improvements
Att3 - Entry and Construction Agreement
Resolution No. 26-29,714

8. Adoption of a Resolution Approving the Fiscal Year 2026-27 Measure A Subrecipient Agreement Between the Burbank-Glendale-Pasadena Regional Housing Trust and the City of Burbank to Receive Measure A Funds and Authorize the City Manager or His Designee to Execute the Agreement and Any Future Amendments – Community Development Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE FISCAL YEAR 2026-27 MEASURE A SUBRECIPIENT AGREEMENT BETWEEN THE BURBANK-GLENDALE-PASADENA REGIONAL HOUSING TRUST AND THE CITY OF BURBANK TO RECEIVE MEASURE A FUNDS AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ANY FUTURE AMENDMENTS

MOTION: Adopted 4-0 (Mullins, Absent)

Attachments:
SR - Measure A Agreement
Att1 - Resolution
Att2 - Subrecipient Agreement
Att3 - MOU
Resolution No. 26-29,715

9. Approval to Dispense with Competitive Bidding and Execute a First Amendment to the Professional Services Agreement with All Animals Veterinary Care and Consulting to Increase Total Compensation for Veterinary Services for the Burbank Animal Shelter – Parks and Recreation Department

Recommendation:
Approve to dispense with competitive bidding and execute a First Amendment to the Professional Services Agreement with All Animals Veterinary Care and Consulting, PC, increasing total compensation from $100,000 to $250,000 for veterinary services for the Burbank Animal Shelter and authorize the Parks and Recreation Director, as designee of the City Manager, to execute the First Amendment.

MOTION: Approved and Authorized 4-0 (Mullins, Absent)

Attachments:
SR - Agreement with All Animals Veterinary Care
Att1 - First Amendment
Att2 - Original PSA

10. Approval of a Multi-Year Reimbursement Agreement with Boys and Girls Club for the Drop-In Middle School Program – Parks and Recreation Department

Recommendation:
Approve a multi-year reimbursement agreement with the Boys & Girls Club of Burbank and Greater East Valley for the Drop-In Middle School Program, to be paid for by annual expenditures up to $25,000 for a period of three years from the youth services holding account.

MOTION: Approved 4-0 (Mullins, Absent)

Attachments:
SR - Agreement with BGC
Att1 - Annual Report
Att2 - Reimbursement Agreement

11. Acceptance of an Additional $87,500 from the Los Angeles County Aging and Disabilities Department - Funding for the Contracted Elderly Nutrition Program and Related Amendment of the Fiscal Year 2025-26 Adopted Budget – Parks and Recreation Department

Recommendation:

1. Accept $87,500 from the Los Angeles County Aging and Disabilities Department Modernizing Older Californians Act (MOCA) 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 Three.
2. Amend the FY 2025-26 Adopted Budget as follows upon receipt of the grant funds in FY 2025-26 by appropriating $45,500 MOCA Funding 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 $42,000 MOCA Funding 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).

MOTION: Accepted and Amended 4-0 (Mullins, Absent)

Attachments:
SR - Elderly Nutrition Program Funding
Att1 - Funding Allocation Letter
Att2 - Amendment Three

O. **Public Hearing**:

1. Adoption of a Resolution to Approve the Annual Action Plan for the Fiscal Year 2026-2027 Community Development Block Grant Program – Community Development Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING AND APPROVING:

1. THE SUBMISSION OF THE FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN UNDER THE FIVE-YEAR CONSOLIDATED PLAN FOR FISCAL YEARS 2025-2029 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD);
2. THE FILING OF APPLICATIONS AND CERTIFICATIONS FOR FEDERAL FUNDS FOR FISCAL YEAR 2026-2027 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS; AND
3. THE CITY MANAGER OR DESIGNATED OFFICIAL TO EXECUTE CDBG AGREEMENTS AND AMENDMENTS WITH SUBRECIPIENTS

Public Hearing Public Comment: To comment, please telephone into the meeting at (818) 238-3335. To speak in person, a **SALMON** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

Council Action: Adopted 4-0 (Mullins, Absent)

Attachments:
SR - CDBG Annual Action Plan
Att1 - Resolution
Att2 - Annual Action Plan

Att3 - CDBG Applications
Att4 - Funding Recommendations
Correspondences
PowerPoint Presentation
Resolution No. 26-29,716

2. Adoption of a Resolution Approving and Adopting the 2025 Urban Water Management Plan and Water Shortage Contingency Plan – Burbank Water and Power Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND THE WATER SHORTAGE CONTINGENCY PLAN.

Public Hearing Public Comment: To comment, please telephone into the meeting at (818) 238-3335. To speak in person, a **SALMON** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

Council Action: Adopted 4-0 (Mullins, Absent)

Attachments:
SR - Urban Water Management Plan
Att1 - Resolution
Att2 - Proposed Plan
Correspondences
PowerPoint Presentation
Resolution No. 26-29,717

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

1. Adoption of a Resolution Calling for the Placement of a General Tax Measure on the November 3, 2026 General Municipal Election Ballot for the Submission to Qualified Voters of a Proposed Ordinance Amending the City's Transient Occupancy Tax ("TOT") by Increasing the Maximum Rate from Ten Percent (10%) to Twelve Percent (12%) Effective January 1, 2027; Directing the City Attorney to Prepare an Impartial Analysis; and Directing the City Clerk to Set Rules and Deadlines for Arguments and Rebuttals for and Against the Measure – Community Development Department

   Recommendation:
   1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING THE CITY'S TRANSIENT OCCUPANCY TAX ("TOT") BY INCREASING THE MAXIMUM RATE FROM TEN PERCENT (10%) TO TWELVE PERCENT (12%) EFFECTIVE JANUARY 1, 2027; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS; AND DIRECTING THE CITY CLERK TO SET RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE MEASURE; and
   2. Authorize the City Council to create an Ad-Hoc Subcommittee consisting of the Mayor and Vice-Mayor, to prepare an argument in favor of the measure and if necessary, submit a rebuttal argument.

   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: Adopted and Authorized 3-0 (Mullins and Perez, Absent)

   Attachments:
   SR - TOT Measure
   Att1 - Resolution
   PowerPoint Presentation
   Resolution No. 26-29,718

2. Consideration of the Art in Public Places Committee Recommendation to Not Excuse the Absences of Committee Member – City Clerk's Office

   Recommendation:
   Approve the recommendation of the Art in Public Places Committee to not excuse the absences of Committee Member Monica Caram.

   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: Excused the absences 3-0 (Mullins and Perez, Absent)

   Attachments:
   SR - Art in Public Places Absences
   Att1 - Recommendation Letter

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**: In Memory of Doug Remington, Longtime Burbank Resident and Rotarian, to

Tuesday, June 30, 2026, for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

Burbank-Glendale-Pasadena Regional Housing Trust

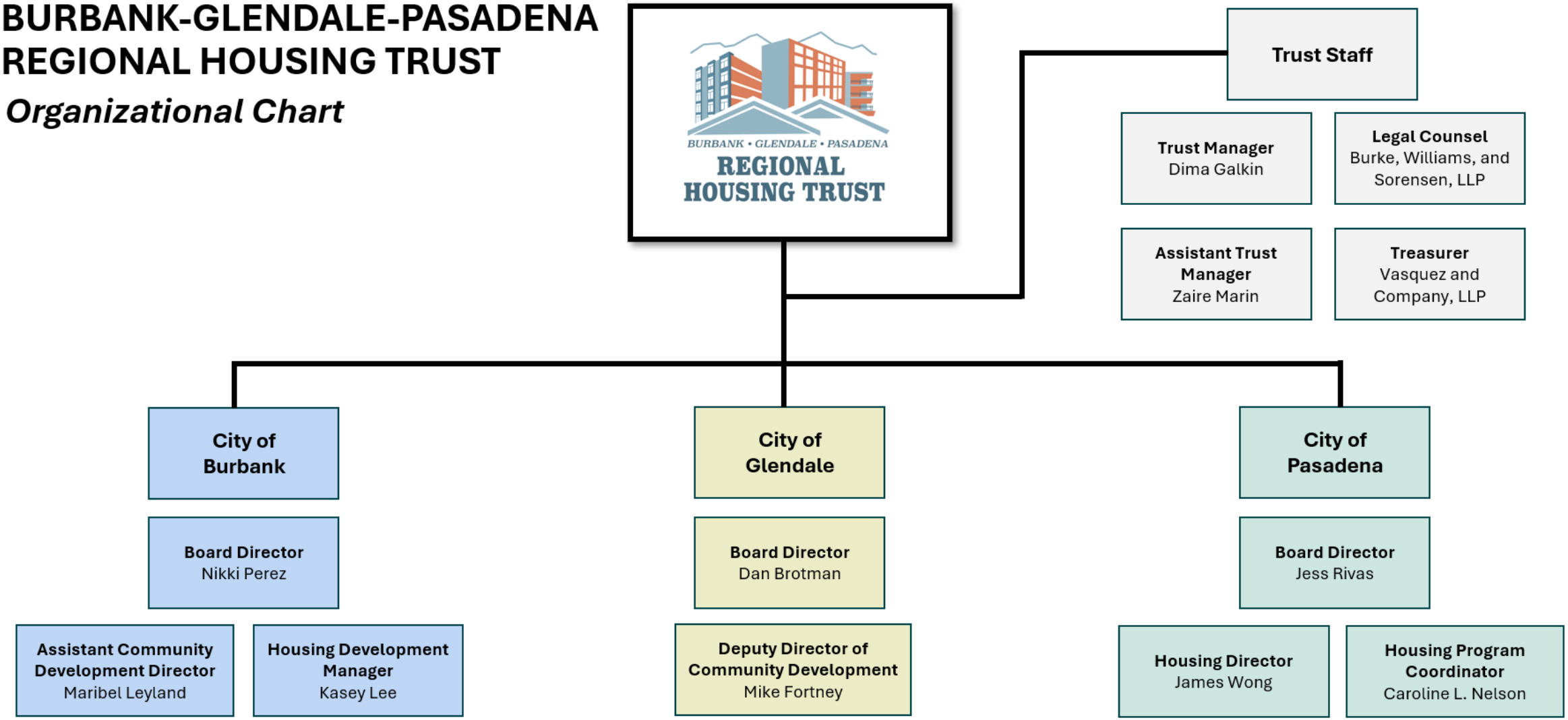
Update to Burbank City Council

June 16, 2026

Trust Formed in 2023

BURBANK-GLENDALE-PASADENA REGIONAL HOUSING TRUST

Organizational Chart



Initial State Funding Allocation

- $23M awarded to the Trust, $6.9M allocated per Member City
  - Initial allocations have grown through interest accruals
- $6.9M awarded to affordable housing projects through Q2 2026
  - 230 affordable housing units assisted through distributed funding

Agency	Initial State Funding Remaining as of Q1 2026	Notes
Burbank	$ 7,425,661	Projects to award to be identified.
Pasadena	$ 2,404,592	Funding awarded to three projects. $2M award to The Starr not yet distributed.
Glendale	$ 7,425,661	Projects to award to be identified.
Trust	$ 2,010,600	For management & administration of the Trust.
Total	**$ 19,266,513**	

Local Housing Trust Funds (LHTF)

- Standard Agreement for $5M award fully executed w/ HCD in November 2025.
- Combined with Matching Funds, $10M in LHTF funding will be available.
- LHTF funding for Burbank projects is $2M ($1M matching and $1M LHTF).

Project	Matching Fund Source	Matching Fund Type	Matching Amount
Burbank: The Village at Fairview	Sen. Portantino Grant	Public Contributions	$ 500,000
Burbank: Buena Vista Street (BVS)	Buena Vista Project Funds	Public Contributions	$ 500,000
Glendale Avenue	Measure S Sales Tax Funds	Public Contributions	$ 3,300,000
Glendale Avenue	Affordable Housing Trust Funds	Public Contributions/ Residential In-Lieu Fees	$ 700,000
		Total	**$ 5,000,000**

CalHome: First-time Homebuyer Mortgage Assistance Program (MAP)

- Standard Agreement for $3.96M award fully executed w/ HCD in February 2026.
- $3.6M for MAP Loans to assist 18 First-time homebuyer units with loans of up to $200,000 each. Burbank's share is $1.2M for six (6) households.
- Applicant preferences:
  - Reside in Trust Member City Jurisdiction.
  - Work in Trust Member City Jurisdiction.
  - Involuntarily displaced (e.g., a disaster such as the Eaton Fire).

Funding Component	Description	Burbank Allocation Amount
Mortgage Assistance Program Loans	Assist 6 Burbank households with loans of up to $200,000 Loan Type: 30yr, 3% deferred simple interest	$ 1,200,000

Measure A Funding

- Trust receives Measure A funding for cities of Burbank and Pasadena.
- Formulas determine funding allocation by category.
- Burbank City Council approved preliminary spending plan on April 7 meeting.

FY 2025-26 BGPRHT Measure A Allocations by Programmatic Category						
Funding Category	**PPO New Const.**	**PPO Flexible**	**RPHP**	**TA**	**Total**	**City % of Total**
Allocation Basis	*RHNA*	*RHNA*	*CHAS*	*CHAS*		
BGP Annual Total	**$3,058,288**	**$900,661**	**2,243,852**	**$356,167**	**$6,558,968**	
Burbank Portion	1,449,220	426,793	977,720	162,953	3,016,686	46.0%
Pasadena Portion (w/ Add RPHP)	1,609,068	473,868	1,266,132	193,214	3,542,282	54.0%

Regional Coordination

- Congresswoman Laura Friedman
  - Trust Manager sits on the Congresswoman's Housing & Land Use Advisory Committee.

- County Supervisor Kathryn Barger
  - Trust and Burbank staff have discussed potential funding for projects in Burbank and other member cities.

- Active communication with the San Gabriel Valley Regional Housing Trust, Gateway Cities Affordable Housing Trust, South Bay Cities Regional Housing Trust, and Ventura County Housing Trust Fund.

Thank You

Q&A

Dima Galkin | Trust Manager

manager@bgphousingtrust.org

CITY OF BURBANK
CITY COUNCIL MINUTES
JOINT MEETING WITH THE SUCCESSOR AGENCY,
HOUSING AUTHORITY, AND PARKING AUTHORITY
TUESDAY, JUNE 2, 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 4:33 p.m. by Mayor Takahashi.

Present: Council Member(s) Anthony, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: Council Member Perez
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Closed Session Public Comment:
Appearing to comment was: Braeden Day.

Calling in to comment was: Ben Hillman.

There being no further response to the Mayor's invitation for Public Comment on Closed 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 – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Ambar Victoria Rangely v. City of Burbank, et al.
   c. Case No.: 25CHCV04314
   d. Brief description and nature of case: Motor vehicle accident

2. Conference with Legal Counsel – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Los Angeles County Metropolitan Transportation Authority v. City of Burbank
   c. Case No.: 26STCP01904
   d. Brief description and nature of case: CEQA and Breach of Contract

Council Member Perez arrived at 4:39 p.m.

Call to Order:
A Joint Meeting of the City Council and the Successor Agency, Housing Authority, and Parking Authority 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 6:15 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.

Flag Salute:
The Pledge of Allegiance was led by Mayor Takahashi.

Roll Call:
Present: Council Member(s) Anthony, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: Council Member Perez
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Council Member Perez arrived at 6:18 p.m.

Mayor Takahashi indicated there would be five (5) periods of Public Comment at this evening's meeting and those who wish to participate in the General Public Comment and Public Hearing Public Comment periods may call in at (818) 238-3335. The Reports to Council Public Comment period will only be taken in person.

Announcements:
Mayor Takahashi displayed a PowerPoint presentation announcing the following: (1) Starlight Bowl Summer Concert Series Ticket Sales; (2) Library Summer Reading Program; (3) Downtown Burbank Sidewalk Enhancement Workshop; (4) BWP and Senior Citizen Board Vacancies; (5) Election Sign Removal; and (6) Burbank Tech Talks Startup Pitch Fest.

Council Presentations/Recognitions:
1. Presentation of a Proclamation Declaring May 22, 2026, as "Harvey Milk Day" in the City of Burbank
   Mayor Takahashi presented a proclamation declaring May 22, 2026, as "Harvey Milk Day" in the City of Burbank and introduced Isabel Omero, who made remarks.

City Manager Report:
City Manager Hess indicated there were no items to report.

Presentations:
1. Presentation from the Greater Los Angeles County Vector Control District
   Mayor Takahashi welcomed Dr. Jeff Wassem, Board Member, who introduced Susanne Kluh, General Manager, who presented an update from the Greater Los Angeles County Vector Control District.

   Vice Mayor Mullins left the dais at 6:38 p.m.

Reporting on Closed Session:
City Attorney McDougall reported that the City Council met in Closed Session regarding the agendized Closed Session items. For Closed Session Item No. 1, Council voted unanimously (5-0) to waive attorney-client privilege for two memorandums concerning conflicts of interest regarding SB 79 and the BRT. No other reportable action was taken.

Joint General Public Comment:
Appearing to comment were: Ron Bax, Raven Flynn, Kenneth Sperling, Jim Lane, Romik Hacobian, Paul McKenna, Mark Scroggs, Lydia McLaughlin, Karen Frost, Narbeh Hartoonian, Cameron Mencuri, Kristy Maloof, Jo Pimienta, Kit O., Ashley R., Ali, Abdullah Kassem, David Donahue, Susan O'Carroll, April F., Sadako Leong-Suzuki, Frankie Glass, Mike Stage, Kyle Anderson, David Bolog, Jomo, Elizabeth Bax, and Dustin Blankenship.

Vice Mayor Mullins returned to the dais at 6:49 p.m.

Calling in to comment were: Jonathan Wilder, Mercedes Cooper, Leah Harrison, Anonymous, Sean K., Chad Quandt, Anonymous, and Gary Bric.

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

Council Member Perez left the dais at 7:53 p.m.

Consent Calendar:
It was moved by Vice Mayor Mullins, seconded by Council Member Rizzotti, to approve the Consent Calendar. The motion carried 4-0 with the following roll call vote: AYES: Anthony, Rizzotti, Mullins, and Takahashi. NOES: None. ABSENT: Perez.

Council Member Anthony had a question on Item No. 5 and Mandip Samra, General Manager – Burbank Water and Power, responded to Council inquiries.

1. Council Minutes

   Approve the City Council Minutes of the Joint Meeting of May 19, 2026; the Special Meeting of May 20, 2026; and the Dark Meeting of May 26, 2026.

2. Successor Agency Minutes

   Approve the Successor Agency Minutes of the Joint Meeting of May 19, 2026.

3. Housing Authority Minutes

   Approve the Housing Authority Minutes of the Joint Meeting of May 19, 2026.

4. Parking Authority Minutes

   Approve the Parking Authority Minutes of the Joint Meeting of May 19, 2026.

5. Adoption of a Resolution Approving the Updated Rules and Regulations Governing Utility Service

   RESOLUTION NO. 26-29,701
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING UPDATED RULES AND REGULATIONS GOVERNING UTILITY SERVICE

6. Adoption of a Resolution Approving the Establishment of the Salary and Conflict of Interest Code Designation for the Classification of Library Section Manager; and Adoption of a Resolution Approving the Citywide Salary Schedule

   1. RESOLUTION NO. 26-29,702
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE ESTABLISHMENT OF THE SALARY AND CONFLICT OF INTEREST CODE DESIGNATION FOR THE CLASSIFICATION OF LIBRARY SECTION MANAGER.

   2. RESOLUTION NO. 26-29,703
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE CITYWIDE SALARY SCHEDULE.

7. Approval of a Parking Permit Agreement with the Boys and Girls Club of Burbank and Greater East Valley to Provide Two Months of Discounted Staff Parking at the Courthouse City Public Parking Structure

   1. Find the approval of a Parking Permit Agreement for non-exclusive use of certain spaces within the City-owned Courthouse Public Parking Structure exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15301 because the approval involves operation of an existing facility involving no expansion of existing or former use.
   2. Approve a Parking Permit Agreement with the Boys and Girls Club of Burbank and Greater East Valley (B&G Club) to provide a 40% discount on the cost of the City's regular monthly public parking permit fee to allow B&G Club employees to park at the City-owned Courthouse Public Parking Structure for a two-month summer period.
   3. Authorize the Community Development Director, as the City Manager's designee, to execute the Parking Permit Agreement on behalf of the City.

8. Approval of Purchase and Sale Agreement Between Robert L. Persson, Robert G. Wedeen, Tasha Sounart, Kelsey Hendrix, Hunter Persson, Prestin Wittbrodt, and Robert G. Wedeen Trust, and the City of Burbank, For the Property Commonly Known As 110 W. Olive Street, Located in the City of Burbank, County of Los Angeles, State of California, APN Nos. 2451-007-019, 2451-007-

20 And 2451-007-026 and Amend the Fiscal Year 2025-2026 Budget by $13,500,000

1. Find that the proposed acquisition of the subject property is being undertaken without plans for any specific use or development of the property at this time, and therefore the mere change in title ownership does not have the possibility of causing any potentially significant impact on the environment and therefore is exempt from environment review under the California Environmental Quality Act pursuant to Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c)(2)-(3), 15061(b)(3), 15378). As such, no additional environmental analysis is required at this time;

2. Find that the proposed acquisition of the subject property is consistent with the City's adopted General Plan;

3. Approve, as to form, the Purchase and Sale Agreement and Escrow Instructions and authorize the City Manager to close escrow to finalize the purchase of the Property;

4. Authorize the City Manager or his designee to execute the final Purchase and Sales Agreement Between Robert L. Persson, Robert G. Wedeen, Tasha Sounart, Kelsey Hendrix, Hunter Persson, Prestin Wittbrodt, and Robert G. Wedeen Trust and the City of Burbank, for the property commonly known as 110 W. Olive Street, located in the City of Burbank, County of Los Angeles, State of California, APN Nos. 2451-007-019, 2451-007-20 and 2451-007-026 in the amount of $14,000,000;

5. Amend the Fiscal Year 2025-26 Budget to appropriate $13,500,000, the remainder of the sales price ($14,000,000 minus $500,000 deposit); and

6. Authorize City staff to collect rent on the existing lease and appropriate the funds.

9. Approval of the 2026 Sublease and Master Lease Modification Between the City of Burbank, Onni Burbank Town Center LLC, and The Colony Theatre Company and an Operating Agreement Between the City of Burbank and The Colony Theatre Company

   1. Approve the 2026 Sublease and Master Lease Modification Between the City of Burbank, Onni Burbank Town Center LLC, and The Colony Theatre Company.
   2. Approve an Operating Agreement between the City of Burbank and The Colony Theatre Company.
   3. Authorize the City Manager or the City Manager's designee to execute the 2026 Sublease and Master Lease Modification, Operating Agreement, and any future amendments or extensions.

Public Hearing:

1. Adoption of Resolutions Adopting the Fiscal Year 2026-27 Annual Budget, Citywide Fee Schedule, and Appropriations Limit (with Successor Agency, Housing Authority, and Parking Authority)

   The Public Hearing was opened at 8:08 p.m. There were no Conflict of-Interest disclosures. City Clerk Clark affirmed receipt of Proof of Publication; confirmed there was a complete file of exhibits and correspondence including emails and other documents, and that no written correspondence was received.

   Jennifer Becker, Financial Services Director, presented the PowerPoint Presentation and responded to City Council inquiries. Rafael Quintero, Burbank Police Chief; Viviana Garzon, Police Administrator; Jose Calderon, Chief Information Officer; Joseph McDougall, City Attorney; and Justin Hess, City Manager, also responded to Council inquiries.

   Joint Public Hearing Public Comment:
   Appearing to comment were: Braeden Day, Daria Rountree, Maxine Hillman, David Donahue, and Arno Dionysian.

   Council Member Perez returned to the dais at 8:25 p.m.

   Calling in to comment was: Ben Hillman.

   The Public Hearing was closed at 9:24 p.m.

   Council Action:
   It was moved by Vice Mayor Mullins, seconded by Council Member Rizzotti, to:

   1. Provide further direction regarding the budget follow-up requests.

   2. RESOLUTION NO. 26-29,704
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING THE BUDGET FOR THE FISCAL YEAR 2026-2027 AND MAKING APPROPRIATIONS FOR AMOUNTS BUDGETED.

   3. RESOLUTION NO. 26-29,705
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK DETERMINING AND ESTABLISHING THE CITY'S APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2026-2027.

   4. RESOLUTION NO. H-26-282
      Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK ADOPTING THE BUDGET FOR THE FISCAL YEAR 2026-2027.

   5. RESOLUTION NO. P-26-129
      Adopt A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF

BURBANK ADOPTING THE BUDGET FOR THE FISCAL YEAR 2026-2027.

6. RESOLUTION NO. 26-29,706
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING THE FISCAL YEAR 2026-2027 CITYWIDE FEE SCHEDULE.

The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

Reports to Council:

1. Adoption of Resolutions Related to the Calling of the City of Burbank General Municipal Election to be held on Tuesday, November 3, 2026; Requesting Election Consolidation with the Board of Supervisors of the County of Los Angeles; and Consideration of Establishing the Candidate Statement Cost

   Kimberley Clark, City Clerk, presented the report and responded to City Council inquiries.

   Public Comment:
   Appearing to comment was: None.

   Council Action:
   It was moved by Council Member Anthony, seconded by Vice Mayor Mullins, to:

   1. RESOLUTION NO. 26-29,707
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF THREE (3) MEMBERS OF THE CITY COUNCIL, ONE (1) OFFICE OF THE CITY CLERK, AND ONE (1) OFFICE OF THE CITY TREASURER.

   2. RESOLUTION NO. 26-29,708
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ORDER THE CONSOLIDATION OF A GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2026 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD IN THE COUNTY OF LOS ANGELES THE SAME DAY; TO AUTHORIZE THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CANVASS THE RETURNS OF SAID GENERAL MUNICIPAL ELECTION; AND TO REQUEST THAT THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY BE PERMITTED TO RENDER FULL SERVICES TO THE CITY OF BURBANK RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTIONS 10403 AND 10418.

3. RESOLUTION NO. 26-29,709
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING THE COST OF CANDIDATE STATEMENT FEES FOR THE 2026 GENERAL MUNICIPAL ELECTION.

The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

2. Adoption of a Resolution Modifying City Council Meeting Policies and Procedures and Repealing Resolution No. 24-29,551 - Rules for the Conduct of Council Meetings; as a Result of Senate Bill 707

   Cathryn LaBrado, Assistant to the City Manager, presented the report and responded to City Council inquiries. Joseph McDougall, City Attorney, also responded to Council inquiries.

   Public Comment:
   Appearing to comment was: None.

   Council Action:
   It was moved by Vice Mayor Mullins, seconded by Council Member Perez, to:

   RESOLUTION NO. 26-29,710
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING MODIFIED RULES FOR THE CONDUCT OF COUNCIL MEETINGS AND REPEALING RESOLUTION NO. 24-29,551.

3. Discussion and Consideration of Adoption of a Resolution to Censure Council Member Konstantine Anthony for Violations of the Code of Conduct for Members of City Council

   Public Comment:
   Appearing to comment were: Karen Frost, Lydia McLaughlin, and David Donahue.

   Joseph McDougall, City Attorney; Justin Hess, City Manager; and Rafael Quintero, Burbank Police Chief, responded to Council inquiries.

   Council Members voted by consensus to continue with City business past 11:00 p.m.

   Council Action:
   It was moved by Council Member Rizzotti, seconded by Vice Mayor Mullins, to:

   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CENSURING COUNCIL MEMBER KONSTANTINE ANTHONY FOR VIOLATIONS OF THE CODE OF CONDUCT FOR MEMBERS OF CITY COUNCIL.

The motion failed 2-2-1 with the following roll call vote: AYES: Rizzotti and Mullins. NOES: Perez and Takahashi. ABSTAIN: Anthony.

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 letter related to negotiations between New York Film Academy and their Teacher/Staff Union respectfully encouraging timely and mutually acceptable resolution (May 19, 2026)
   It was unanimously approved 5-0 by a show of hands to direct staff to send a letter related to negotiations between New York Film Academy and their Teacher/Staff Union respectfully encouraging timely and mutually acceptable resolution.

Introduction of Additional Agenda Items:
Council Member Rizzotti requested a memo on the chemicals and toxins used and stored by Burbank companies to ensure safety protocols are followed after the recent incident in Garden Grove.

Adjournment:
There being no further business to come before the City Council, the meeting was adjourned at 11:57 p.m. to Tuesday, June 16, 2026 for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
City Clerk	Mayor

APPROVED DATE:

CITY COUNCIL REGULAR MEETING MINUTES
DARK MEETING
TUESDAY, JUNE 9, 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:

HOUSING AUTHORITY MINUTES
A JOINT MEETING WITH THE CITY COUNCIL
TUESDAY, JUNE 2, 2026

Call to Order:
A Joint Meeting of the Housing Authority and 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 6:15 p.m. by Chair Takahashi.

Moment of Reflection:
Chair Takahashi held a Moment of Reflection to begin the meeting with positive and collective support for our beloved community.

Flag Salute:
The Pledge of Allegiance was led by Chair Takahashi.

Roll Call:
Present: Commissioner(s) Anthony, Rizzotti, Vice Chair Mullins, and Chair Takahashi
Absent: Commissioner Perez
Also Present: Executive Director Hess, City Attorney McDougall, and Clerk Clark

Commissioner Perez arrived at 6:18 p.m.

Closed Session, Announcements, Council Presentations/Recognitions, City Manager Report, Presentations, Reporting on Closed Session, Reports to Council, Council Comments, Consideration of Previously Introduced Additional Agenda Items, and Introduction of Additional Agenda Items were City Council items only and can be found in the City Council Meeting Minutes.

Vice Chair Mullins left the dais at 6:38 p.m.

Joint General Public Comment:
Appearing to comment were: Ron Bax, Raven Flynn, Kenneth Sperling, Jim Lane, Romik Hacobian, Paul McKenna, Mark Scroggs, Lydia McLaughlin, Karen Frost, Narbeh Hartoonian, Cameron Mencuri, Kristy Maloof, Jo Pimienta, Kit O., Ashley R., Ali, Abdullah Kassem, David Donahue, Susan O'Carroll, April F., Sadako Leong-Suzuki, Frankie Glass, Mike Stage, Kyle Anderson, David Bolog, Jomo, Elizabeth Bax, and Dustin Blankenship.

Vice Chair Mullins returned to the dais at 6:49 p.m.

Calling in to comment were: Jonathan Wilder, Mercedes Cooper, Leah Harrison, Anonymous, Sean K., Chad Quandt, Anonymous, and Gary Bric.

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

Commissioner Perez left the dais at 7:53 p.m.

Consent Calendar:
It was moved by Vice Chair Mullins, seconded by Commissioner Rizzotti, to approve the Consent Calendar. The motion carried 4-0 with the following roll call vote: AYES: Anthony, Rizzotti, Mullins, and Takahashi. NOES: None. ABSENT: Perez.

Commissioner Anthony had a question on Item No. 5 and Mandip Samra, General Manager – Burbank Water and Power, responded to Authority inquiries.

Consent Calendar Item Nos. 1–2 and 4–9 were City Council items only and can be found in the City Council Meeting minutes.

3. Housing Authority Minutes

   Approve the Housing Authority Minutes of the Joint Meeting of May 19, 2026.

Public Hearing:

1. Adoption of Resolutions Adopting the Fiscal Year 2026-27 Annual Budget, Citywide Fee Schedule, and Appropriations Limit (with Successor Agency, Housing Authority, and Parking Authority)

   The Public Hearing was opened at 8:08 p.m. There were no Conflict of-Interest disclosures. Clerk Clark affirmed receipt of Proof of Publication; confirmed there was a complete file of exhibits and correspondence including emails and other documents, and that no written correspondence was received.

   Jennifer Becker, Financial Services Director, presented the PowerPoint Presentation and responded to Housing Authority inquiries. Rafael Quintero, Burbank Police Chief; Viviana Garzon, Police Administrator; Jose Calderon, Chief Information Officer; Joseph McDougall, City Attorney; and Justin Hess, Executive Director, also responded to Authority inquiries.

   Joint Public Hearing Public Comment:
   Appearing to comment were: Braeden Day, Daria Rountree, Maxine Hillman, David Donahue, and Arno Dionysian.

   Commissioner Perez returned to the dais at 8:25 p.m.

   Calling in to comment was: Ben Hillman.

   The Public Hearing was closed at 9:24 p.m.

   Council Action:
   It was moved by Vice Chair Mullins, seconded by Commissioner Rizzotti, to:

1. Provide further direction regarding the budget follow-up requests.

2. RESOLUTION NO. 26-29,704
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING THE BUDGET FOR THE FISCAL YEAR 2026-2027 AND MAKING APPROPRIATIONS FOR AMOUNTS BUDGETED.

3. RESOLUTION NO. 26-29,705
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK DETERMINING AND ESTABLISHING THE CITY'S APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2026-2027.

4. RESOLUTION NO. H-26-282
   Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK ADOPTING THE BUDGET FOR THE FISCAL YEAR 2026-2027.

5. RESOLUTION NO. P-26-129
   Adopt A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF BURBANK ADOPTING THE BUDGET FOR THE FISCAL YEAR 2026-2027.

6. RESOLUTION NO. 26-29,706
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING THE FISCAL YEAR 2026-2027 CITYWIDE FEE SCHEDULE.

The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

Commissioners voted by consensus to continue with City business past 11:00 p.m.

Adjournment:
There being no further business to come before the Housing Authority, the meeting was adjourned at 11:57 p.m. to Tuesday, June 16, 2026 for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
Clerk	Chair

APPROVED DATE:

DATE: June 16, 2026

TO: Justin Hess, Executive Director/City Manager

FROM: Patrick Prescott, Assistant Executive Director/Community Development Director
VIA: Maribel Leyland, Assistant Community Development Director – Housing & Homeless Services
BY: Odet Ayvazyan, Housing Development Manager

SUBJECT: Adoption of a Resolution Appropriating $2,300,000 of the Burbank Housing Authority Unappropriated Fund Balance for Fiscal Year 2025-26 to Support Housing Assistance Payments Under the Section 8 Housing Choice Voucher Program

RECOMMENDATION

Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING AN APPROPRIATION OF TWO MILLION THREE HUNDRED THOUSAND DOLLARS ($2,300,000.00) FROM THE BURBANK HOUSING AUTHORITY'S UNAPPROPRIATED FUND BALANCE TO SUPPORT HOUSING ASSISTANCE PAYMENTS UNDER THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM (Attachment 1).

BACKGROUND

The Burbank Housing Authority (BHA) administers the Section 8 Housing Choice Voucher Program in accordance with regulations of the United States Department of Housing and Urban Development (HUD). Housing Assistance Payments (HAP) are made monthly to landlords on behalf of eligible low-income households.

Each year, HUD provides HAP funding through Annual Contributions Contracts (ACC). However, fluctuations in tenant income, market rents, and HUD disbursement schedules can create periods in which HAP expenditures exceed the timing or level of HUD funding received. Due to the timing of incoming federal revenues, the BHA is experiencing a short-term funding gap that impacts its ability to meet HAP obligations for the final two

months of the fiscal year. BHA seeks approval of a $2,300,000 appropriation from the City's unappropriated fund balance to meet its monthly HAP obligations.

DISCUSSION

During the current 2025-26 fiscal year, HAP expenditures have exceeded HUD's monthly disbursements due to delays in HUD disbursements. To maintain full and timely payments to landlords in the last two months in the fiscal year, the BHA must temporarily supplement HAP funding using its unappropriated fund balance.

Therefore, staff requests an appropriation of $2,300,000 which represents the projected funding gap through the remainder of the fiscal year. This will ensure that BHA can continue issuing full and timely HAP payments, prevent interruptions in assistance for participating households, stabilize landlord participation in the program, and maintain regulatory compliance with HUD funding requirements.

ENVIRONMENTAL REVIEW

The proposed Resolution is categorically exempt from environmental review under the California Environmental Quality Act (Public Resources Code Section 21000 et seq,) ("CEQA") pursuant to §§ 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, as there is no possibility that it may have a significant effect on the environment, and because it is not a "project" as that term is defined in § 15378 of the State CEQA Guidelines.

FISCAL IMPACT

Staff is requesting approval from the Housing Authority Board to amend the Fiscal Year 2025-26 Adopted Budget by appropriating $2,300,000 from account 117.ND000.30011.000000.00000 (Section 8 Voucher Program, Non-Departmental, Assigned Fund Balance) to expenditure account 117.CD26A.62950.0000.000000.00000 (Section 8 Voucher Program, Community Development Housing, Housing Assistance Payments).

CONCLUSION

Appropriating funds from the BHA unappropriated fund balance will ensure uninterrupted HAP payments and maintain operational stability of the Section 8 Housing Choice Voucher Program. Therefore, staff recommends approval of the Resolution.

ATTACHMENT

Attachment 1 – BHA Resolution

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-_____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING AN APPROPRIATION OF TWO MILLION THREE HUNDRED THOUSAND DOLLARS ($2,300.000) FROM THE BURBANK HOUSING AUTHORITY'S UNAPPROPRIATED FUND BALANCE TO SUPPORT HOUSING ASSISTANCE PAYMENTS UNDER THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The appropriation of two million three hundred thousand dollars ($2,300.000) from the Burbank Housing Authority's unappropriated fund balance to support Housing Assistance Payments under the Section 8 Housing Choice Voucher Program is hereby approved. The appropriation is necessary to address a short-term funding gap resulting from delays in federal disbursements and ensure uninterrupted payments to landlords on behalf of eligible households.

2. The Executive Director or designee is hereby authorized to take all actions necessary to implement this appropriation, including making budgetary adjustments and executing all documents required to carry out the intent of this Resolution.

3. Funds shall be appropriated to Account No. 117.CD26A.62950 for expenditure during the remainder of Fiscal Year 2025-26 with no impact to the General Fund.

PASSED and ADOPTED this _____ day of _____, 2026.

_____
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

_____
Kimberley Clark, Clerk

By: _____
Jill Vander Borght
Chief Assistant City Attorney

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

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

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Clerk

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-26-283

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING AN APPROPRIATION OF TWO MILLION THREE HUNDRED THOUSAND DOLLARS ($2,300.000) FROM THE BURBANK HOUSING AUTHORITY'S UNAPPROPRIATED FUND BALANCE TO SUPPORT HOUSING ASSISTANCE PAYMENTS UNDER THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The appropriation of two million three hundred thousand dollars ($2,300.000) from the Burbank Housing Authority's unappropriated fund balance to support Housing Assistance Payments under the Section 8 Housing Choice Voucher Program is hereby approved. The appropriation is necessary to address a short-term funding gap resulting from delays in federal disbursements and ensure uninterrupted payments to landlords on behalf of eligible households.

2. The Executive Director or designee is hereby authorized to take all actions necessary to implement this appropriation, including making budgetary adjustments and executing all documents required to carry out the intent of this Resolution.

3. Funds shall be appropriated to Account No. 117.CD26A.62950 for expenditure during the remainder of Fiscal Year 2025-26 with no impact to the General Fund.

PASSED and ADOPTED this 16th day of June 2026.

s/Tamala Takahashi
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

s/Linda Thai
Linda Thai, Assistant Clerk

By: s/Jill Vander Borght
Jill Vander Borght
Chief Assistant City Attorney

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

I, Linda Thai, Assistant Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the 16th day of June 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Mullins.

s/Linda Thai
Linda Thai, Assistant Clerk

STAFF REPORT

PUBLIC WORKS

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director
VIA: Lifan Xu, Chief Assistant Public Works Director-City Engineer
BY: Jose Rodriguez, Civil Engineering Associate

SUBJECT: Adoption of a Resolution Approving a Cooperative Agreement with Express Energy Services, Inc., for the Ralph Foy Park Lighting Upgrade Project

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RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH EXPRESS ENERGY SERVICES, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE RALPH FOY PARK LIGHTING UPGRADE PROJECT (Attachment 1).

BACKGROUND

The City Council (Council) approved the Foy Park and Parking Area Project (now Ralph Foy Park Lighting Upgrade Project) (Project) as part of the Fiscal Year (FY) 2025-26 Adopted Budget and Capital Improvement Program. The purpose of this Project is to address deteriorated lighting at Foy Park, where portions of the system are disconnected and others are nearing failure.

The proposed Project will evaluate current lighting requirements, design updated systems, and replace necessary infrastructure, including new lighting fixtures and associated components.

These improvements will enhance safety, visibility, and system reliability while bringing the lighting up to current standards.

DISCUSSION

The design and technical specifications for this Project have been completed. Construction services are being procured through a Cooperative Agreement alternate delivery method (Co-op). By using a cooperative agreement, the City is able to utilize another public agency's competitive bid process that includes bidding language on behalf of the members of the nationwide cooperative agreement. This method is ideal for small construction projects as it reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide. The procurement and/or construction agreements are awarded to those companies providing the best value. Utilizing a cooperative agreement eliminates much of the bid processing time and is a preferable method for furnishing management, labor, materials, equipment, and incidental design support. Specifically for this Project, staff can select the design and items that best suit Foy Park's needs while still receiving the benefit of nationwide pricing.

Staff recommends executing the cooperative purchasing process via Sourcewell's Indefinite Delivery Indefinite Quantity (IDIQ) construction contracts. Under Burbank Municipal Code § 2-2-116, subdivisions (I) and (J), Council shall waive the requirement for competitive bidding by Resolution finding that it is in the best interest of the City and award the contract to the proposer offering the Best Value as more fully defined in the solicitation.

Express Energy Services Inc. (Express Energy Services), qualified through successful delivery of projects of similar scope in Southern California, is the approved contractor under the Sourcewell cooperative agreement. Express Energy Services has met all the requirements and expectations of the Public Works Department and the City and is utilizing a contract established by Sourcewell's cooperative agreement (Attachment 2). The Gordian Group, Inc. (Gordian) is Sourcewell's designated representative and contract administrator for the cooperative agreement. Gordian's support includes preparing Construction Task Catalogs and related technical specifications, providing information management systems, providing training for contractors, administering fee collection, and assisting with proposal or work order development.

Design Immunity

Staff recommends Council approve the final plans and specifications to invoke design immunity protection under California Government Code § 830.6. Any changes in the final plans and specifications may be approved by the Public Works Director and/or City Engineer under the authority conferred through BMC § 2-2-104.

ENVIRONMENTAL REVIEW

This Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to § 15302 of the State CEQA Guidelines, which allows for 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. Staff recommends Council find the Project exempt from CEQA.

FISCAL IMPACT

The total construction contract price is $354,391.84 (Attachment 3). The Project was approved as part of the FY 2025-26 Adopted Budget, and sufficient funds are available in the following project account: 534.PW33A.70019.0000.24825.00000 (Municipal Infrastructure Fund, Foy Park and Parking Area).

CONCLUSION

The completion of this Project will modernize the existing lighting system at Foy Park, addressing current deficiencies and improving overall safety, visibility, and reliability. Staff respectfully recommends the City Council adopt the proposed Resolution to approve the cooperative agreement with Express Energy Services for the Project. With City Council approval, the Project is slated to be completed by December 2026.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Express Energy Services Inc. Sourcewell Contract Amendment
Attachment 3 – Work Order and Scope Line Item

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH EXPRESS ENERGY SERVICES, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE RALPH FOY PARK LIGHTING UPGRADE PROJECT

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter and Burbank Municipal Code section 2-2-116 provide that the City Council may waive formal competitive bidding by resolution and approve alternate 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 delivery method allows the City to utilize another public agency's bid, which includes language that the public agency is bidding on behalf of the members of the Cooperative, nationwide. This reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, thus eliminating much of the time needed for a bid solicitation process and thereby streamlining the project timeline.

C. The cooperative agreement delivery method is optimal for small building improvement projects because it provides the City with maximum flexibility to obtain construction services and goods, materials, and equipment at a reduced cost.

D. It is in the best interests of the City to utilize the selected cooperative agreement delivery method for the Ralph Foy Park Lighting Upgrade Project to save time and cost.

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 Ralph Foy Park Lighting Upgrade Project ("Project") using the cooperative agreement project delivery method. 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 agreement delivery method accompanied by a competitive proposal solicitation process is in the best interests of the City.

2. The design plans for 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. The Public Works Director or his designee is authorized to approve the final plans and specifications.

3. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to the California Code of Regulations, Title 14, Section 15302, pertaining to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure being replaced.

4. The current total construction budget of the Project is estimated to be $354,391.84 but may be adjusted by the City Manager or his designee up to the total budgeted amount for the Project.

5. The cooperative agreement and related amendment are approved with minor modifications as may be deemed appropriate by the City Manager or his designee and approved as to form by the City Attorney.

6. The City Manager or his designee is authorized to execute an agreement with Express Energy Services, Inc. for the Project, including approval of change orders when within existing budgeted resources.

7. The cooperative agreement shall be retained as a permanent record.

APPROVED 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
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

JOB ORDER CONTRACT

SOURCEWELL

AMENDMENT TO CONTRACT NO. CA-R8-E-101723-EES

This attachment sets forth the terms and conditions of **Ralph Foy Park Lighting Upgrade, Work Order No. 151931.00** and, as such, these terms and conditions have precedence above all other contract documents pursuant to the order of precedence set forth on Section I, Item D of the General Terms and Conditions.

1. **General Terms and Conditions, Section I, Item H, Page 2: HOLIDAYS**: Section I, Item H is amended and replaced by the following:

   The following list is City of Burbank designated holidays (non-working days).
   1. New Year's Day
   2. Martin Luther King, Jr. Day
   3. Presidents' Day
   4. Dolores Huerta Day
   5. Memorial Day
   6. Juneteenth Day
   7. Independence Day
   8. Labor Day
   9. Veterans Day
   10. Thanksgiving Day and Day After Thanksgiving Day
   11. Christmas Day

   In the event that one of the above holidays falls on a Saturday, the Friday immediately before that holiday is considered a non-working day.

   If the holiday falls on a Sunday, the Monday immediately following that holiday is considered a non-working day.

2. **General Terms and Conditions, Section III, Item A, Page 4: COMPLIANCE**: Section III, Item A, Subsection 1 is amended and replaced as follows:

   1. *Legal and Contractual*. The Contractor shall, at its cost and expense, comply with each and every federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in the Safety Practices of these General Terms and Conditions, any applicable workplace safety requirements issued in connection with COVID-19, and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the City prior to execution of the Contract (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

3. **General Terms and Conditions, Section III, Item M, Page 9: SUBCONTRACTORS**. The following paragraph shall be added as a new subsection 4 as follows:

4. The Contractor must comply with the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California). Any hearing required pursuant to Public Contract Code § 4107 dealing with the substitution of a Subcontractor shall be conducted by the Engineer whose decision shall be final.

4. **General Terms and Conditions, Section III, Item R, Pages 11-12: PROTECTION OF PERSONS AND PROPERTY**. The following paragraph shall be added as a new subsection 4 to include CAL/OSHA requirements as follows:

4. Before the Notice to Proceed, the Contractor shall supply the City with Safety Data Sheets (SDS) for all chemicals to be used in the performance of this Agreement. The City will make available to the Contractor the MSDS of any products in use in the areas of work covered by this Agreement. All hazardous materials to be properly disposed of off-site.

5. The Contractor is fully responsible for the safe performance of all Work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of City employees, the general public and their own personnel. The Contractor must have in place their own **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. **The Contractor must submit the Contractor Certification Form with this Agreement.** By signing the certification form the Contractor has certified, under penalty of perjury, such a program is in place. Subcontractors will be required to sign prior to commencing work. California law also requires that the aforementioned program cover all employees and personnel controlled, directed or supervised by the Contractor to the extent that they are exposed to worksite and job assignment specific hazards.

The program shall be written and shall include but not be limited to the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

4. The Contractors occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the worksite without fear of reprisal.

6. The Contractor's system for ensuring that employees comply with safe and healthy work

practices, which may include disciplinary action.

7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Contractor shall include inspection checklist and training documentation form.

8. The Contractor shall include procedures to investigate occupational injury or occupational illness.

9. For Construction projects the Contractor shall adopt a written code of safe practices which relates to the employers operations. Tailgate meetings shall be held at least every ten (10) working days with employees/crews.

10. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.7. For more information, please visit https://www.dir.ca.gov/dosh/Workplace-Violence.html.

5. **General Terms and Conditions, Section IV, Item L, Page 21: PAYMENT AND PERFORMANCE BONDS**. Section IV, Item L is amended and replaced as follows:

Contractor shall promptly furnish prior to the issuance of the Purchase Order, at his own cost and expense, the requisite Faithful Performance and Payment Bonds with a responsible Corporate Surety authorized to issue such bonds in California on the bond forms provided by the City and attached hereto, and subject to approval of the City Attorney.

A. **Faithful Performance Bond.** The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price, including any escalation and continued upon the faithful performance by the said Contractor of all covenants, terms, conditions and stipulations in the manner specified therein, and that all materials used and workmanship employed in the performance of the Agreement shall be free from defects, and that should any defects therein appear within a period of one (1) year from the date of acceptance by the City, the Contractor shall, at his own cost and expense, repair, replace and correct such defects to the satisfaction of the Project Manager within thirty (30) days after notice thereof by the City.

B. **Payment Bond.** The Contractor shall, in addition to the Faithful Performance Bond, furnish a Payment Bond in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price and shall be conditioned and provide that if the Contractor or his Subcontractors, fails to pay for any materials, transportation, appliances, or utilities used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, said Surety will pay the same in an amount not exceeding the sum set forth in this Agreement, and also in case suit is brought upon this bond a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons, firms, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Code of Civil Procedure of the State of California.

6. **General Terms and Conditions, Section IV, Item M, Page 21: TERMINATION OF ORDERS**. Section IV, Item M is amended and replaced as follows:

1. TERMINATION BY CONTRACTOR

If the City should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon twenty one (21) working days prior written notice to the City, to terminate this Contract and recover from the City payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the City shall cure its said default within such twenty-one (21) working day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the City for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek monetary damages. The Contractor acknowledges that it can be adequately compensated by such monetary damages for any breach of this Contract, which may be committed by the City. Accordingly, and except as herein above provided, the Contractor expressly agrees that no default, act or omission of the City shall entitle the Contractor to cancel, rescind or terminate this Contract or suspend or abandon its performance of the Work.

2. TERMINATION BY CITY FOR CAUSE

A. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the City, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Contract, then the City may, without prejudice to any other right or remedy available to the City and after giving the Contractor and its surety, if any, three (3) working days written notice, terminate the Contract and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient. In addition, without terminating this Contract as a whole, the City may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner as the City deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the City may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the City the further right: (i) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (ii) to receive an assignment of such subcontracts as the City deems necessary or desirable at the time of termination of this Contract or a portion thereof.

B. If this Contract is terminated pursuant to this Subsection, the Contractor shall not be entitled to receive any further payment until the Work is completed, and the City shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the Completion of the Work, the City shall make payment to the

Contractor, or the Contractor shall reimburse the City, as the case may be. If a portion of this Contract is terminated pursuant to this Subsection, such termination shall not be treated as a reduction in the scope of the Work. Rather, in such event, the City shall deduct or offset against any monies then or thereafter due to the Contractor an amount determined by the City to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the City's costs and expenses prove to be less than the amount deducted or offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be deducted or offset and/or if the City's costs and expenses prove to exceed the amount deducted or offset, the Contractor shall pay the difference to the City upon demand.

C. The remedies provided to the City in this Subsection, are in addition to, and not in lieu of, any other rights or remedies available to the City under the Contract Documents, at law or in equity. In the event of any breach of this Contract by the Contractor, and whether or not this Contract is terminated by the City, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the City as a result thereof.

3. TERMINATION BY CITY WITHOUT CAUSE

Without limitation to the provisions of this Article, the City shall have the right at any time, upon not less than three (3) working days' notice to the Contractor to terminate this Contract without cause and/or for the City's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Subsection, the Contractor shall have the right, as its sole and exclusive remedy, to recover from the City payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the City may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the City deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work.

7. **General Terms and Conditions, Section V, Item A, Page 21: PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS.** Section V, Item A is amended and replaced as follows:

A. CONTRACTOR'S LABOR AND WAGE RATES (PER BMC 2-2-120 AND CALIFORNIA LABOR CODE SECTION 1782).

1. There shall be paid each craft or type of worker employed by the Contractor or Subcontractor engaged in Work under this Agreement not less than the applicable wage rate, including legal holiday and overtime rates, found and determined by the Director of the Department of Industrial Relations for the State of California, in accordance with the Standards set forth in Section 1773 of the California Labor Code. Copies are available on the Internet at http://www.dir.ca.gov/DLSR/PWD. The Adobe Acrobat Reader (available at http://www.adobe.com) is required to view these pages.

The Contractor shall comply with the provisions of Section 1775 of the Labor Code which, so far as material hereto, reads as follows: "Except as otherwise provided by law, the contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or subcontractor."

The Contractor and each Subcontractor performing work, in conjunction with this Agreement shall comply with the provisions of Section 1776 of the Labor Code of the State of California.

2 The prevailing wage rates specified by the State of California are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor or Subcontractor because of payment by the Contractor or Subcontractor of any wage rate in excess of the applicable rate contained in this Contract.

Should Premium Time Work and/or Time and Material Work not in the Work be required during the progression of this Project, it may be awarded in accordance with those rates or as agreed otherwise between City and Contractor.

3. Eight (8) hours labor constitutes a legal days' work for each worker employed in the execution of this Agreement. The time of service of any worker employed in the execution of this Agreement is limited and restricted to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, except as hereinafter provided. The Contractor shall, as a penalty to the City of Burbank, forfeit Twenty-Five Dollars ($25) for each worker employed in the execution of this Agreement by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions hereof.

Notwithstanding the provisions of Sections 1810 to 1814 of the Labor Code of the State of California, and notwithstanding the foregoing stipulations inserted herein pursuant to the requirements of said Sections, work performed by employees of the Contractor or any Subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, in the execution of this Agreement, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, at not less than one and one-half (1-1/2) times the basic rate of pay.

4. The Contractor shall pay to workers needed to execute the Agreement the per diem wages as defined in Labor Code Section 1773.9.

5. Only apprentices who are in training under apprenticeship standards and written apprentice agreements complying with Division 3, Chapter 4, Section 3070, et seq., of the Labor Code, are eligible to be employed in the performance of this Agreement.

The term 'apprentice' as used in this Agreement means a person at least sixteen (16) years of age who has entered into a written agreement with an employer or their agent, an association of employers, or an organization of employees, or a joint committee representing both in conformity with the provisions of Division 3, Chapter 4, Section 3070, et seq., of the Labor Code.

Every apprentice employed in performance of this Agreement shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which they are employed and shall be employed only at the work of the craft or trade to which they are indentured.

The Contractor or any Subcontractor performing any of the work under this Agreement who employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work to be constructed or performed under this Agreement, to which fund or funds other Contractors in that area are contributing, shall contribute to the fund or funds in each craft or trade in which the Contractor or Subcontractor employees journeymen or

apprentices on the public work in the same amount or upon the same basis and in the same manner as other Contractors do, but where the trust fund administrators are unable to accept such funds, Contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

The Contractor shall be responsible for complying with Section 1777.5 of the Labor Code for all apprenticeable occupations.

The Contractor shall conform to all requirements of Sections 1777.5 and 1777.6 of the Labor Code.

6. For further requirements related to matters specifically mentioned above, reference is hereby made to Division 2, Part 7, Chapter 1 of the Labor Code, with which compliance is required and to which reference is hereby made for further particulars.

8. **General Terms and Conditions, Section V, Item D and E, Pages 22-23: PARTIAL PAYMENTS and FINAL PAYMENTS**. Section V, Items D-E shall be amended and replaced as follows:

A. The Contractor shall submit to the City not later than fifteen (15) days after execution of the Contract or, before any Work is commenced under the Contract, whichever occurs first, a Schedule of Values (SOV) representing a breakdown of its bid into appropriate divisions with estimated quantities for each division which shall be subject to the approval and acceptance by the Engineer. This breakdown will be the basis of periodic payments by the City to the Contractor if such payments are requested. If requested, such payments shall be made on a Net 30-day basis.

B. No separate item for profit, administration, overhead or supervision shall be included in the separate divisions of the breakdown. The approved estimate of the Work performed or completed shall only include finished portions of the Work in place.

C. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the City in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the City has agreed in advance in writing, suitably stored at the Job Site or in a bonded warehouse), through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens claims by the Contractor, its Subcontractors and their Sub-subcontractors and suppliers as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Sections 8132-8138 of the California Civil Code (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the City may deem necessary or desirable. The submission of the foregoing waivers and other evidence shall be express conditions precedent to Contractor's entitlement to payment. The "Payment Application Date" shall be that day of each calendar month designated in the Contract when the Contractor shall deliver the "Application for Payment," to the City.

D. The City will make a partial payment upon the request of the Contractor on the basis of an approved Application for Payment of the Work performed during the preceding calendar month under this Contract. The City will retain from such payments five percent (5%) of the amount of each estimate until sixty (60) days after final completion and acceptance by the City of all the Work covered by this Contract. No such estimate or partial payment shall be required to be made when in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when in its judgment, the total value of the Work done since the last estimate is less than Twenty-Five Hundred Dollars ($2,500).

E. Pursuant to Public Contracts Code Section 22300, the Contractor may substitute securities in place of retained funds withheld by the City or, in the alternative, request that the City make payment of retention earned directly to an escrow agent at the expense of the Contractor.

F. It is mutually agreed between the parties hereto that the making of any payment to the Contractor under this Contract or any certificate given shall not relieve the Contractor of its guarantee, obligations or responsibilities under this Contract, or full compliance with the Contract Documents, including the Plans, Drawings, and Specifications, or be construed as accepting any portion of the equipment, materials or Work until the Contract is fully complete and formally accepted by the City.

G. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the City, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (i) the delivery of any such materials or equipment to the Job Site; or (ii) the tender of payment of the applicable Application for Payment by the City to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or their Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the City as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

H. The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any extra work done and Work in accordance with any changes of the same, shall release the City, its officers, agents and employees from any and all claims or liability on account of the Work performed under the Contract, and any changes thereof, including any extra work.

9. **General Terms and Conditions, Section V, Item F, PAYROLL RECORDS.** The following paragraph is added as a new Section V, Item F as follows:

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code.

10. **General Terms and Conditions, Section VII, Item C, Page 25: TAXES**. Section VII, Item C shall be amended and replaced as follows:

1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the City may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or their Sub-subcontractors and offset said amount against the Contract Sum.

2. The City will apply for the Plan check or checks, and the Contractor will take out the general construction permit or permits. The Contractor must obtain a no fee permit from the City of Burbank. The Contractor shall be responsible for the payment of any fees for licenses, inspections, or permits that are required by any other public entity. Further, the Contractor shall be responsible for the payment of any applicable City of Burbank license or inspection fees. The Contractor shall

coordinate exact requirements with the City.

3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Price. The Contractor shall not unlawfully use or install any patented or copyrighted articles and shall indemnify the City from and against all actions, suits, judgments, losses, costs or expenses, including attorneys' fees, arising out of any claims for infringement of, or otherwise related to, any patent rights or copyrights. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the City may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses incurred thereby shall be borne by the Contractor. The Bond for Faithful Performance shall expressly apply to this provision.

11. **General Terms and Conditions, Section VIII, New Item I, Page 26: EXECUTION COUNTERPARTS**. The following paragraph is added as a new Section VIII, Item I as follows:

I. EXECUTION COUNTERPARTS. This Contract 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 Contract with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Contract by a Party, and transmitted electronically as described in this Section to the other Party.

12. **General Terms and Conditions; Section XIII, Page 27: GOVERNING LAW, JURISDICTION, AND VENUE**: Section XIII shall be amended and replaced as follows:
The terms of the Contract Documents shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be in the Superior Court of Los Angeles County.

13. **General Terms and Conditions; Section XVI, Item C, Page 28: LIQUIDATED DAMAGES**. Section XVI shall be amended and replaced as follows:

1. Because it would be impracticable and extremely difficult to fix the actual damage to the City in the event the Contractor fails to finish the Work on schedule, the parties agree that the Contractor shall pay to the City as liquidated damages per calendar day, and not as a penalty, the sum of **$250.00** each and every calendar day required to complete the Work in excess of the number of days stated in the Contract Documents and any authorized extension thereof, for the first thirty (30) days. After that, liquidated damages in the sum of **$500.00** shall be paid for each excess day.

2. If the Contractor is delayed in completing the Work by reason of any change made by the City, the time for Completion of the Work may be extended by the same Change Order for a period commensurate with such delay, without additional compensation. In such case Contractor shall not be subject to liquidated damages for the extension. No extension of time will be granted for Change Orders that, in the opinion of the City Engineer, do not affect the ability of the Contractor to complete the Work on schedule.

14. **General Terms and Conditions, Section XVII, Pages 28-31: INSURANCE.** Section XVII shall be amended and replaced as follows

The Contractor shall assume all liability for injuries to persons or damages to property during the performance of the Agreement caused by any equipment or materials furnished or work done under the Agreement or the operation thereof during the life of the Agreement and shall furnish and maintain Worker's Compensation Insurance, General Liability and Property Damage Insurance as herein provided, whether performance be by the Contractor, their Subcontractors, or anyone directly or indirectly employed by him, and such insurance shall be obtained from an insurance company authorized to do business in the State of California or at least an A- rating and found to be acceptable to the City of Burbank. Said insurance shall provide that it will not be modified, canceled or terminated until at least thirty (30) days' prior written notice thereof has been filed with the City's Purchasing Division.

Before delivering any equipment, materials, or the performance of any work by the Contractor, Subcontractors or any agent, servant, employee or representative of any of them, at the jobsite under this Agreement, the Contractor must file with the City's Purchasing Division a policy or an acceptable Certificate of Insurance subject to approval of the City, indicating the requisite insurance is in full force and effect. Coverage shall be maintained for the life of the Contract, through the Notice of Completion, plus one (1) additional year.

A. **Workers' Compensation Insurance.**

1) The Contractor shall furnish satisfactory evidence that he has secured in the manner required by law the payment of Workers' Compensation provided for in the California Labor Code and all amendments thereto and shall maintain such insurance during the life of this Agreement. The policy shall be endorsed to waive all rights of recovery against the City, members of the City Council, and officers, employees and agents of the City. The Contractor shall require each and every Subcontractor to secure similar Workers' Compensation Insurance unless already covered by the Contractor.

2) If the Contractor is a sole proprietor, the Contractor must furnish a letter stating that he is a sole proprietor and is not required to carry Workers' Compensation Insurance.

3) Upon execution of this Agreement, Contractor shall complete and submit the Workers' Compensation Certification.

B. **General Liability and Property Damage.** Prior to beginning and throughout the duration of the Work, the Contractor shall secure, pay for and maintain General Liability and Property Damage Insurance protecting the Contractor and any subcontractors from any and all claims and actions for damage, for personal injury, including accidental death and for property damage which may directly or indirectly arise from, grow out of, or be attributable to, their operations or performance under this Agreement, whether such operations by the Contractor or by a Subcontractor, or by any person directly or indirectly employed by either or any of them, and said insurance shall indemnify and save harmless the City, its officers, employees, agents and representatives from all actions, causes of action, claims, debts or demands of any and every kind or nature whatsoever, by reason of, growing of, out of, or attributable to the Work to be performed under this Agreement, and the amount of such insurance shall be in an amount of not less than Two Million Dollars ($2,000,000) combined single limit for injuries, including accidental death and property damage on account of any one occurrence. The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy.

The following **ENDORSEMENTS** are required to be placed on a Separate Endorsement to the policy furnished:

1) The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, its officers, employees, agents and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2) With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3) This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4) With respect to the additional insureds, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Burbank, Purchasing Division, 301 E. Olive Avenue - Suite 305, Burbank, CA 91502.

The City requires coverage for both “ongoing operations” and “products-completed operations hazard.” In order to satisfy the requirement, the Contractor’s insurance company shall submit an ISO Form CG 20 10 11 85 or an ISO Form CG 20 10 (or a substitute form providing equivalent coverage as approved by the City) and an ISO Form CG 20 37 (or a substitute form providing equivalent coverage as approved by the City) endorsement.

C. **Automobile Insurance.** Automobile Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.

D. **Damage and Theft.** The Contractor may insure the equipment, materials and work to cover Contractor's interest in the same from time to time, as required. The City will not, under any circumstances, be liable, answerable or accountable for any theft, loss or damage, however and by whatever cause, to said equipment, materials and work, or any part or parts thereof, used or employed in fully completing the Agreement, until after the Agreement is completed and formal acceptance of the work by the City.

D. **Blanket Insurance Policies.** Blanket insurance policies complying with the above requirements carried by the Contractor, or acceptable and approved certificates thereof, may be substituted for specific policies upon approval by the City.

Concurrence:

_____

Express Energy Services, Inc.

CONTRACTOR IIPP CERTIFICATION

The undersigned certifies that it has in place an **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. (Note: If you believe that you are exempt from the state mandate, on a separate sheet please explain why you are exempt.)

The undersigned further certifies that its IIPP is in written form and includes, at a minimum, the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program and the name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices:
   a) whenever new substances, processes, procedures or equipment is introduced into the workplace and represents a new hazard; and
   b) whenever the Contractor is made aware of a new or previously unrecognized hazard.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard:
   a) when observed or discovered; and
   b) when an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, remove all exposed personnel from the area except those necessary to correct the existing condition. Employees necessary to correct hazardous conditions shall be provided with the necessary safeguards.

4. The Contractor's occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment:
   a) to all new employees;
   b) to all employees given new job assignments for which training has not been previously received;
   c) whenever new substance, processes, procedures or equipment are introduced into the Project and represent a new hazard;
   d) whenever the employer is made aware of a new or previously unrecognized hazard; and
   e) for supervisors to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed.

CONTRACTOR IIPP CERTIFICATION

(Continued)

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the Job Site without fear of reprisal.

   Substantial compliance with this provision includes meetings, training programs, postings, written communications, a system of anonymous notification by employees about hazards, labor/management safety and health committees, or any other means that ensures communication with employees.

6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection, training documentation, included but not limited to, inspection checklist and training documentation form.

8. The Contractor shall include procedures to investigate occupational injury or occupational illness.

9. For construction projects the Contractor shall adopt a written code of safe practices that specifically relates to the employer's operations. Tailgate meetings shall be held at least every ten (10) working days with employees and subcontractors.

10. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.7.

11. A pre-job meeting may be required with the Safety Officer prior to the job start date.

The foregoing is made herein are made under penalty of perjury.

Full and Correct Name

COMPANY NAME: _____

SIGNED: _____

PRINT NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____)_____

FAX TELEPHONE NUMBER: (_____)_____

The City reserves the right to review the IIPP and to inspect the Job Site while the Work is in progress for safety and health requirements, per current Federal or State/OSHA regulations. Any violations discovered shall immediately be corrected by the Contractor at its sole expense or the City shall correct such violations and deduct the expenses from monies due the Contractor.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we, **Express Energy Services, Inc.** as Principal, and _____ as Surety, are held and firmly bound to the City of Burbank in the sum of **Three Hundred Fifty-Four Thousand, Three Hundred Ninety-One and 84/100 Dollars ($354,391.84),** lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Burbank for the **Ralph Foy Park Lighting Upgrade,** and to which reference is hereby made for all particulars, and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Principal as Contractor under said Contract fails to perform all of the covenants, terms, conditions and stipulations of said Contract on its part to be done and performed at the times and in the manner specified therein, or if all materials used and workmanship employed in the performance of the Contract shall not be free from defects, or if any defects should appear therein within a period of one year from the date of acceptance by the City, the work under the Contract and the said Principal and Contractor shall fail to repair, replace and correct such defects at his or its own cost and expense and to the satisfaction of the Engineer within thirty (30) days after notice thereof by the City, said Principal and Surety will pay the City of Burbank the amount of all its loss, cost, expense, damages and liability on account of any and all of the foregoing, not exceeding, however, the sum set forth above, and in case suit is brought upon this bond said Surety shall also pay a reasonable attorney's fee to be fixed by the court.

The said Principal and Surety agree that any change, extension of time, alterations or additions to said Contract or work or materials required thereunder shall not in any manner release either the Principal or the Surety from the obligations of this bond; and said Surety hereby waives notice of any such change, extension of time, alteration or additions to said Contract or performance required thereunder.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this _____ day of _____, 20___.

_____	Express Energy Services, Inc.
Surety	Principal
By_____	By_____
_____	_____
Print Name	Print Name/Title
_____	
Address	
_____	
(_____)_____	
Telephone Number	
(_____)_____	
Fax Number	

APPROVED AS TO FORM this ____ day of _____, 20___.
Office of the City Attorney

By: _____

Name: _____

Title: _____

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

FOR PROJECTS OVER $25,000

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, **Express Energy Services, Inc.** as Principal, and ._____ as Surety, are held and firmly bound unto City of Burbank hereinafter called "OWNER," in the sum of **Three Hundred Fifty-Four Thousand, Three Hundred Ninety-One and 84/100 Dollars ($354,391.84)**, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Burbank for the **Ralph Foy Park Lighting Upgrade,** and to which reference is hereby made for all particulars, and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this _____ day of _____, 20_____.

_____	Express Energy Services, Inc.
Surety	Principal
By:_____	By: _____
_____	_____
Print Name	Print Name/Title
_____	
Address	
_____	
(_____)_____	
Telephone Number	
(_____)_____	
FAX Telephone Number	

APPROVED AS TO FORM this ____ day of _____, 20___.
Office of the City Attorney

By: _____

Name: _____

Title: _____

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-E-101723-EES

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 151931.00 Work Order Date: 03/02/2026

Work Order Title: Burbank - Ralph Foy Park Lighting Upgrade

Owner Name: City of Burbank Contractor Name: Express Energy Services, Inc.

Contact: Jose Rodriguez Contact: Jacob Williams

Phone: 818-238-3968 Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-E-101723-EES.

Brief Work Order Description:

Lighting upgrades at Ralph Foy Park

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $354,391.84

Owner Purchase Order Number:

Approvals

City of Burbank Date

Express Energy Services, Inc. Date

Detailed Scope of Work

To: Jacob Williams
Express Energy Services, Inc.
10610 Humbolt Street
Los Alamitos, CA 90720
No Data Input

From: Jose Rodriguez
City of Burbank
150 N. Third Street
Burbank, CA 91502
818-238-3968

Date Printed: March 02, 2026

Work Order Number: 151931.00

Work Order Title: Burbank - Ralph Foy Park Lighting Upgrade

Brief Scope: Lighting upgrades at Ralph Foy Park

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Lighting upgrades at Ralph Foy Park (Proposal based off the plans received on 2/12/26):

- Removal of 21 existing poles and fixtures.
- Installation of 34 new pole lights and 35 new LED fixtures.
- Installation of 5 Canopy Fixtures and 3 Wallpacks.
- New Conduit and wiring from new nLight Relay Panel to new poles (As needed).

Project cost includes all labor (Out of standard hours if weekends are needed), material, and equipment.

Material warranty of 5 years and labor warranty of 1 year.

Subject to the terms and conditions of ezIQC Contract **CA-R8-E-101723-EES**.

Express Energy Services, Inc. Date

City of Burbank Date

Contractor's Price Proposal - Summary

Date: March 02, 2026

Re:

IQC Master Contract #:	CA-R8-E-101723-EES
Work Order #:	151931.00
Owner PO #:	
Title:	Burbank - Ralph Foy Park Lighting Upgrade
Contractor:	Express Energy Services, Inc.
Proposal Value:	$354,391.84

Section 01: General Requirements	**$66,393.36**
Section 02: Site Work	**$22,017.23**
Section 03: Concrete	**$40,106.06**
Section 26: Electrical	**$207,882.65**
Section 31: Earthwork	**$3,850.72**
Section 33: Utilities	**$14,141.82**
Proposal Total	**$354,391.84**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 02, 2026

Re:

IQC Master Contract #:	CA-R8-E-101723-EES
Work Order #:	151931.00
Owner PO #:	
Title:	Burbank - Ralph Foy Park Lighting Upgrade
Contractor:	Express Energy Services, Inc.
Proposal Value:	$354,391.84

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Section - 01

1	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$10,287.20
				Installation	Quantity 9,352.00 x Unit Price 1.00 x Factor 1.1000 = Total 10,287.20	
				Bonds and Fees		
2	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$17,000.00
				Installation	Quantity 17,000.00 x Unit Price 1.00 x Factor 1.0000 = Total 17,000.00	
				Contingency to cover the need for additional conduit and wiring only if needed		
3	01 22 23	00 0012		WK	80' Engine Powered, Telescoping Boom Man Lift With Platform	$7,314.90
				Installation	Quantity 2.00 x Unit Price 3,386.53 x Factor 1.0800 = Total 7,314.90	
				Equipment for installs		
4	01 22 23	00 0281		WK	700 Lb. Capacity, 36" Wide, Skid-Steer Loader With Full-Time Operator	$6,599.34
				Installation	Quantity 1.00 x Unit Price 6,285.09 x Factor 1.0500 = Total 6,599.34	
				Truck for equipment		
5	01 22 23	00 0554		MO	5' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator	$16,989.51
				Installation	Quantity 0.50 x Unit Price 32,360.98 x Factor 1.0500 = Total 16,989.51	
				All Trech work and equipment		
6	01 71 13	00 0004		EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	$4,957.10
				Installation	Quantity 3.00 x Unit Price 1,529.97 x Factor 1.0800 = Total 4,957.10	
				Delivery of Equipment		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 151931.00
Work Order Title: Burbank - Ralph Foy Park Lighting Upgrade

Section - 01

7	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.								$891.56
			Installation	Quantity 1.00	x	Unit Price 849.10	x	Factor 1.0500	=	Total 891.56		
			Dumpster									
8	01 74 19 00 0038		CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee								$2,353.75
			Installation	Quantity 42.50	x	Unit Price 51.28	x	Factor 1.0800	=	Total 2,353.75		
			Dump Fees for Concrete									

Subtotal for Section - 01 **$66,393.36**

Section - 02

9	02 41 16 13 0027		CF	Reinforced Concrete Foundation Demolition								$22,017.23
			Installation	Quantity 982.00	x	Unit Price 20.76	x	Factor 1.0800	=	Total 22,017.23		
			Demo of existing concrete Pedestals and removal									

Subtotal for Section - 02 **$22,017.23**

Section - 03

10	03 11 13 00 0080		LF	36" Diameter Round Fiber Tube Formwork								$15,452.68
			Installation	Quantity 214.00	x	Unit Price 66.86	x	Factor 1.0800	=	Total 15,452.68		
			Pole Base and Anchor Bolt Footing									
11	03 15 19 00 0021		EA	1" Diameter x 24" Length, Plain Steel, J-Type Cast In Place Anchor Bolt								$5,354.55
			Installation	Quantity 66.00	x	Unit Price 75.12	x	Factor 1.0800	=	Total 5,354.55		
			Used for Pole Bases									
12	03 15 19 00 0021	0163	MOD	For Galvanized, Add								$2,025.06
			Installation	Quantity 66.00	x	Unit Price 28.41	x	Factor 1.0800	=	Total 2,025.06		
13	03 21 11 00 0005		LF	#6, Grade 40, Beams And Girders, Steel Reinforcement Bar								$2,067.41
			Installation	Quantity 672.00	x	Unit Price 2.93	x	Factor 1.0500	=	Total 2,067.41		
			Used for Pole Bases									
14	03 31 13 00 0014		CY	Direct Chute, Place 3,000 PSI Concrete Pile Caps								$14,481.44
			Installation	Quantity 54.00	x	Unit Price 248.31	x	Factor 1.0800	=	Total 14,481.44		
			Concrete for Pole Bases									
15	03 31 13 00 0014	0030	MOD	For 3,750 PSI Concrete, Add								$724.92
			Installation	Quantity 54.00	x	Unit Price 12.43	x	Factor 1.0800	=	Total 724.92		

Subtotal for Section - 03 **$40,106.06**

Section - 26

16	26 05 19 16 0126		MLF	#10 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable								$23,391.18
			Installation	Quantity 18.00	x	Unit Price 1,203.25	x	Factor 1.0800	=	Total 23,391.18		
			#10 Wire									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 151931.00
Work Order Title: Burbank - Ralph Foy Park Lighting Upgrade

Section - 26

17	26 05 33 13 1876	LF	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial									$6,194.88
				Quantity		Unit Price		Factor		Total		
			Installation	600.00	x	9.56	x	1.0800	=	6,194.88		
			Conduit for all Circuits									
18	26 05 33 13 1889	EA	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial									$1,041.50
				Quantity		Unit Price		Factor		Total		
			Installation	15.00	x	64.29	x	1.0800	=	1,041.50		
			Conduit for all Circuits									
19	26 05 33 13 1902	EA	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 45 Degree Elbow, Direct Burial									$826.98
				Quantity		Unit Price		Factor		Total		
			Installation	12.00	x	63.81	x	1.0800	=	826.98		
			Conduit for all Circuits									
20	26 09 23 00 0521	EA	24 Relay Capacity Panel Interior, 240 Volt, 24 Relay (Watt Stopper LMCP24-240-24HD)									$13,859.61
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	12,832.97	x	1.0800	=	13,859.61		
			Relay Panel									
21	26 28 16 13 0021	EA	3 Pole, 150 Amperes, 120/240 Volt, Branch Circuit Breaker, 10,000 Amperes Interrupting Capacity									$2,752.72
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	655.41	x	1.0500	=	2,752.72		
			Breakers									
22	26 56 13 00 0188	EA	12' High, 4" OD, 11 Gauge, Round Straight, Steel Area Light Pole, Anchor Base									$11,712.41
				Quantity		Unit Price		Factor		Total		
			Installation	7.00	x	1,549.26	x	1.0800	=	11,712.41		
			12' Pole									
23	26 56 13 00 0190	EA	16' High, 4" OD, 11 Gauge, Round Straight, Steel Area Light Pole, Anchor Base									$45,531.56
				Quantity		Unit Price		Factor		Total		
			Installation	18.00	x	1,922.24	x	1.0800	=	37,368.35		
			Demolition	21.00	x	359.93	x	1.0800	=	8,163.21		
			15' Pole									
24	26 56 13 00 0192	EA	20' High, 4" OD, 11 Gauge, Round Straight, Steel Area Light Pole, Anchor Base									$23,242.79
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	2,152.11	x	1.0800	=	23,242.79		
			20' Pole									
25	26 56 19 00 0004	EA	30 LEDs, 57 Watt, 530 mA Drive Current, Full Cutoff, LED Wall Pack (Lithonia CSXW LED)									$3,413.39
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	1,011.32	x	1.0800	=	3,276.68		
			Demolition	1.00	x	126.59	x	1.0800	=	136.72		
			Wall Pack Fixture (WPX2LED40KMVOLT)									
26	26 56 19 00 0196	EA	60 LEDs, 68 Watt, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG)									$18,623.54
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	1,683.17	x	1.0800	=	18,178.24		
			Demolition	3.00	x	137.44	x	1.0800	=	445.31		
			Parking Area Fixture (DSX0LEDP240K80CRIT4MMVOLT)									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 151931.00
Work Order Title: Burbank - Ralph Foy Park Lighting Upgrade

Section - 26

27	26 56 19 00 0198	EA	100 LEDs, 111 Watt, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG)								$17,895.12
				Quantity		Unit Price		Factor		Total	
			Installation	7.00	x	2,367.08	x	1.0800	=	17,895.12	
			Solar Fixture (SOPH-050-30-V-SI)								
28	26 56 19 00 0262	EA	8,000 Lumens, 82 Watt, Surface Mount, Square, LED Canopy/Soffit Fixture (CREE® BetaLED® CPY250)								$6,746.13
				Quantity		Unit Price		Factor		Total	
			Installation	5.00	x	988.86	x	1.0800	=	5,339.84	
			Demolition	9.00	x	144.68	x	1.0800	=	1,406.29	
			Canopy Fixture (VAN34-20)								
29	26 56 19 00 0299	EA	6,115 Lumens, 80 Watt, Post Top Mount, Utility Carriage Style LED Area Fixture (General Electric EPST 0 C5/C3)								$32,650.84
				Quantity		Unit Price		Factor		Total	
			Installation	18.00	x	1,480.65	x	1.0800	=	28,783.84	
			Demolition	18.00	x	198.92	x	1.0800	=	3,867.00	
			Post Top Fixture (RABALED5T78)								

Subtotal for Section - 26 **$207,882.65**

Section - 31

30	31 05 13 00 0007	CY	Common Fill, Native Soil/Dirt								$3,850.72
				Quantity		Unit Price		Factor		Total	
			Installation	94.50	x	37.73	x	1.0800	=	3,850.72	
			Dirt for backfill								

Subtotal for Section - 31 **$3,850.72**

Section - 33

31	33 71 19 13 0011	EA	14" x 20" x 12", Electric Pull Boxes, Precast Concrete								$14,141.82
				Quantity		Unit Price		Factor		Total	
			Installation	10.00	x	1,346.84	x	1.0500	=	14,141.82	
			Concrete Ground Boxes								

Subtotal for Section - 33 **$14,141.82**

Proposal Total **$354,391.84**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

RESOLUTION NO. 26-29,711

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH EXPRESS ENERGY SERVICES, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE RALPH FOY PARK LIGHTING UPGRADE PROJECT

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter and Burbank Municipal Code section 2-2-116 provide that the City Council may waive formal competitive bidding by resolution and approve alternate 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 delivery method allows the City to utilize another public agency's bid, which includes language that the public agency is bidding on behalf of the members of the Cooperative, nationwide. This reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, thus eliminating much of the time needed for a bid solicitation process and thereby streamlining the project timeline.

C. The cooperative agreement delivery method is optimal for small building improvement projects because it provides the City with maximum flexibility to obtain construction services and goods, materials, and equipment at a reduced cost.

D. It is in the best interests of the City to utilize the selected cooperative agreement delivery method for the Ralph Foy Park Lighting Upgrade Project to save time and cost.

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 Ralph Foy Park Lighting Upgrade Project ("Project") using the cooperative agreement project delivery method. 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 agreement delivery method accompanied by a competitive proposal solicitation process is in the best interests of the City.

2. The design plans for 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. The Public Works Director or his

designee is authorized to approve the final plans and specifications.

3. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to the California Code of Regulations, Title 14, Section 15302, pertaining to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure being replaced.

4. The current total construction budget of the Project is estimated to be $354,391.84 but may be adjusted by the City Manager or his designee up to the total budgeted amount for the Project.

5. The cooperative agreement and related amendment are approved with minor modifications as may be deemed appropriate by the City Manager or his designee and approved as to form by the City Attorney.

6. The City Manager or his designee is authorized to execute an agreement with Express Energy Services, Inc. for the Project, including approval of change orders when within existing budgeted resources.

7. The cooperative agreement shall be retained as a permanent record.

APPROVED and ADOPTED this 16th day of June 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

By: _s/Catherine Kim_____
Catherine Kim
Senior Assistant City Attorney

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

I, Linda Thai, Assistant 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 16th day of June 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Mullins.

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

STAFF REPORT

PUBLIC WORKS

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director
VIA: Lifan Xu, Chief Assistant Public Works Director – City Engineer
BY: Jose I. Rodriguez, Civil Engineering Associate

SUBJECT: Adoption of a Resolution Approving Contract Documents, Plans and Specifications, Authorizing Execution of a Contract for Bid Schedule 1534 – Jail Door Control System Modernization, to Ace Construction & Maintenance Inc, and Finding of CEQA Exemption (14 CCR § 15302)

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AUTHORIZING EXECUTION OF A CONTRACT FOR BID SCHEDULE NO. 1534 – JAIL DOOR CONTROL SYSTEM MODERNIZATION PROJECT TO ACE CONSTRUCTION & MAINTENANCE INC., AND FINDING OF CEQA EXEMPTION (14 CCR §15302) (Attachment 1).

BACKGROUND

The City of Burbank operates a jail facility that relies on an existing door control and locking system that is approximately 24 years old. Because of its age, the outdated system is increasingly difficult to maintain creating reliability concerns and potential operational risks.

To address these issues, the proposed project will replace and modernize the existing jail door control system and its associated components. The project includes the complete integration and installation of new electronics, software, hardware, casework, and fixtures necessary to support a fully upgraded and reliable system.

This modernization effort will improve system functionality, enhance security, and ensure continued safe and efficient operation of the jail facility.

DISCUSSION

On February 4, 2026, and February 11, 2026, the City advertised Bid Schedule No. 1534 - Jail Door Control System Modernization Project. A bid opening was held on March 24, 2026. Among the three contractors who submitted bids, Ace Construction & Maintenance Inc. submitted the lowest responsible and responsive bid in the amount of $632,557. Ace Construction & Maintenance Inc. previously performed similar work for other public agencies with satisfactory results.

If approved by Council, construction is expected to commence in September 2026 and end in December 2026. All jail operations associated with this Project will be coordinated with the Burbank Police Department to ensure the best outcome for facility operations throughout construction.

Project plans and specifications are available for review at the Public Works Department, located at 150 N. Third St., Burbank, California 91502, and the City Clerk's Office at Burbank City Hall, located at 275 E. Olive Ave., Burbank, California 91502.

ENVIRONMENTAL REVIEW

Staff recommends Council find the Project Categorically Exempt from environmental review under California Code of Regulations, Title 14, Section 15302. 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. The Project will involve negligible or no expansion of capacity.

FISCAL IMPACT

The projected construction cost for the Project (construction bid $632,557 plus 20% contingency) is $759,068.40. The Project was approved as part of the FY 2025-26 Adopted Budget and sufficient funds are available in the following project accounts:

- 127.PW33A.70019.0000.23049.00000 (Jail Door Access Control)
- 534.PW33A.70019.0000.23049.00000 (Jail Door Access Control)

CONCLUSION

The Jail Door Control System Modernization Project will enhance the reliability, security, and safety of the City's jail by modernizing critical facility infrastructure. The Project supports the continued safe and secure operation of the City's jail facility by improving the functionality of essential door control and locking systems. By replacing aging

equipment that has become increasingly difficult to maintain, the Project will reduce the risk of operational disruptions, improve facility security, and enhance overall public safety.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Bid Summary

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AUTHORIZING EXECUTION OF A CONTRACT FOR BID SCHEDULE NO. 1534 – JAIL DOOR CONTROL SYSTEM MODERNIZATION PROJECT TO ACE CONSTRUCTION & MAINTENANCE INC., AND FINDING OF CEQA EXEMPTION (14 CCR §15302)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Under Burbank Municipal Code Section 2-2-116, public works construction contracts must be awarded by the City Council after a formal bidding procedure and after compliance with the California Environmental Quality Act (CEQA).

B. Pursuant to notice provided according to law, bids for Bid Schedule No. 1534 – Jail Door Control System Modernization Project (the "Project") have been received, publicly opened, declared, and evaluated.

C. The City Manager reports that the next lowest responsive and responsible bid for the Project was received from Ace Construction & Maintenance, Inc., that the bid is as set forth below, and recommends that the bid be accepted.

D. The Plans and Specifications for the Project are on file at the Public Works Department and the City Council Office. The City Council has reviewed and considered the Plans and Specifications for the Project and approves the Plans and Specifications (hereafter "Plans and Specifications").

E. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15302 of the State CEQA Guidelines, pertaining to replacement or reconstruction of existing structures where the new structures and facilities will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structures and facilities being replaced.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Contract Documents consisting of all the documents within Bid Schedule No. 1534, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal, Bidder's Performance and Payment Bonds, Agreement, City of Burbank Additions and Amendments to the Standard Specifications for Public Works Construction, Special Provisions, Plans and Specifications, and Appendices for the Project, all of which Contract Documents are on file in the Public Works Department and City Council Office, are approved and adopted as the Contract Documents, Bid Schedule No. 1534 with such non-substantive changes as may be approved by the City Attorney.

Reference is made to these Contract Documents for further particulars.

2. The lowest responsive and responsible bidder for the Project in accordance with Bid Schedule No. 1534 is Ace Construction & Maintenance, Inc., whose address is 500 N. Brand Blvd., Suite 2000, Glendale, CA 91203, and whose total lump sum price of $632,557 is set forth in the Bidder's Proposal included in the Contract Documents, on file in the Purchasing Division. This bid is accepted, and the City Manager or his designee is authorized to reject all other bids once the lowest responsive and responsible bidder has executed and forwarded all the necessary Contract Documents to the City.

3. The City Council has reviewed and considered the Plans and Specifications for the Project, Bid Schedule No. 1534, and approves the Plans and Specifications. The Public Works Director, or his designee, is authorized to approve any changes to the Plans and Specifications.

4. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to 14 CCR §15302, which exempts activities consisting of the replacement or reconstruction of existing structures where the new structures and facilities will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structures and facilities being replaced.. Staff is authorized to file a notice of exemption (NOE) in accordance with applicable law.

5. The total construction budget for the Project shall be $759,068.40, which includes a 20% construction contingency in the amount of $126,511.40.

6. The City Manager or his designee is authorized to execute all necessary Contract Documents under Bid Schedule No. 1534 and future change orders (if any) up to the amount budgeted for the Project with such non-substantive changes as may be approved by the City Attorney and the City Clerk is authorized to attest.

PASSED and ADOPTED this ____day of June, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

By: _____
Catherine Kim
Senior Assistant City Attorney

Attest:

_____
Kimberley Clark, City Clerk

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 June, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ATTACHMENT 2

Bid Schedule No. 1534

JAIL DOOR CONTROL SYSTEM MODERNIZATION

BIDDER	TOTAL SUM BID
Ace Construction & Maintenance, Inc.	10%
Dorado Design & Construction	NON-RESPONSIVE
Clear Cloud Solutions, Inc.	NON-RESPONSIVE

Bid Schedule No. 1534 advertised in the Los Angeles Times on **February 4 & 11, 2026. Forty-Four (44)** copies of the bid were downloaded, of which **Twenty-Two (22)** identified themselves as Prime Contractors and **Three (3)** were received at the bid opening. There were no responses from:

Abbott Construction, LLC	MMJ Contracting, Inc.
All American Building Services	Monarch Information Systems, LLC
Allied Solutions	Nexterra Builders
Blackpointe Group Construction & Management, Inc.	NM Building Group
Corrections Technology Group	PR Construction, Inc.
Estate Design and Construction	SBS Corporation
Golden Gate Steel, Inc.	Steady Solutions, Inc.
Hami Construction, Inc.	The Nazerian Group
Innovative Construction Designs	Verus AEC
Jermax Construction, Inc.	Waisman Construction

RESOLUTION NO. 26-29,712

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AUTHORIZING EXECUTION OF A CONTRACT FOR BID SCHEDULE NO. 1534 – JAIL DOOR CONTROL SYSTEM MODERNIZATION PROJECT TO ACE CONSTRUCTION & MAINTENANCE INC., AND FINDING OF CEQA EXEMPTION (14 CCR §15302)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Under Burbank Municipal Code Section 2-2-116, public works construction contracts must be awarded by the City Council after a formal bidding procedure and after compliance with the California Environmental Quality Act (CEQA).

B. Pursuant to notice provided according to law, bids for Bid Schedule No. 1534 – Jail Door Control System Modernization Project (the "Project") have been received, publicly opened, declared, and evaluated.

C. The City Manager reports that the next lowest responsive and responsible bid for the Project was received from Ace Construction & Maintenance, Inc., that the bid is as set forth below, and recommends that the bid be accepted.

D. The Plans and Specifications for the Project are on file at the Public Works Department and the City Council Office. The City Council has reviewed and considered the Plans and Specifications for the Project and approves the Plans and Specifications (hereafter "Plans and Specifications").

E. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15302 of the State CEQA Guidelines, pertaining to replacement or reconstruction of existing structures where the new structures and facilities will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structures and facilities being replaced.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Contract Documents consisting of all the documents within Bid Schedule No. 1534, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal, Bidder's Performance and Payment Bonds, Agreement, City of Burbank Additions and Amendments to the Standard Specifications for Public Works Construction, Special Provisions, Plans and Specifications, and Appendices for the Project, all of which Contract Documents are on file in the Public Works Department and City Council Office, are approved and adopted as the Contract Documents, Bid Schedule

No. 1534 with such non-substantive changes as may be approved by the City Attorney. Reference is made to these Contract Documents for further particulars.

2. The lowest responsive and responsible bidder for the Project in accordance with Bid Schedule No. 1534 is Ace Construction & Maintenance, Inc., whose address is 500 N. Brand Blvd., Suite 2000, Glendale, CA 91203, and whose total lump sum price of $632,557 is set forth in the Bidder's Proposal included in the Contract Documents, on file in the Purchasing Division. This bid is accepted, and the City Manager or his designee is authorized to reject all other bids once the lowest responsive and responsible bidder has executed and forwarded all the necessary Contract Documents to the City.

3. The City Council has reviewed and considered the Plans and Specifications for the Project, Bid Schedule No. 1534, and approves the Plans and Specifications. The Public Works Director, or his designee, is authorized to approve any changes to the Plans and Specifications.

4. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to 14 CCR §15302, which exempts activities consisting of the replacement or reconstruction of existing structures where the new structures and facilities will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structures and facilities being replaced.. Staff is authorized to file a notice of exemption (NOE) in accordance with applicable law.

5. The total construction budget for the Project shall be $759,068.40, which includes a 20% construction contingency in the amount of $126,511.40.

6. The City Manager or his designee is authorized to execute all necessary Contract Documents under Bid Schedule No. 1534 and future change orders (if any) up to the amount budgeted for the Project with such non-substantive changes as may be approved by the City Attorney and the City Clerk is authorized to attest.

PASSED and ADOPTED this 16th day of June, 2026.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Linda Thai
Linda Thai, Assistant City Clerk

By: s/Catherine Kim
Catherine Kim
Senior Assistant City Attorney

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

I, Linda Thai, Assistant 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 16th day of June, 2026, by the following vote:

AYES: Perez, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Mullins.

ABSTAIN: Anthony.

s/Linda Thai
Linda Thai, Assistant City Clerk

STAFF REPORT

PUBLIC WORKS

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director
VIA: Lifan Xu, Chief Assistant Public Works Director – City Engineer
BY: Anna Hartounian, Civil Engineering Associate

SUBJECT: Adoption of a Resolution Approving a Cooperative Agreement with Vincor Construction, Inc. for the Police Department Forensic Services Area Modernization Project

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RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH VINCOR CONSTRUCTION, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE POLICE DEPARTMENT FORENSIC SERVICES AREA MODERNIZATION PROJECT (Attachment 1).

BACKGROUND

The City Council (Council) approved the Police Department (PD) Forensic Services Area Modernization Project (Project) as part of the Fiscal Year (FY) 2025–26 Adopted Budget and Capital Improvement Program. The Police Department's Forensic Services Area serves as the Department's sole crime laboratory facility. The Project will renovate the interior laboratory and administrative office spaces within the approximately 30-year-old Forensic Services Area to address current operational needs and to upgrade the plumbing, electrical, and mechanical systems to comply with current building codes and Americans with Disabilities Act (ADA) requirements.

DISCUSSION

Project plans were approved by the City's Building and Safety Division in April 2026. Construction services are being procured through a Cooperative Agreement alternate project delivery method. By using a cooperative agreement, the City is able to use another

public agency's competitive bid process that includes bidding language on behalf of the members of the nationwide cooperative agreement. This method is ideal for small construction projects as it reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide. The procurement and/or construction agreements are awarded to those companies providing the best value. Using a cooperative agreement eliminates much of the bid processing time and is a preferable method for providing management, labor, materials, equipment, and incidental design support. Specifically for this Project, staff can select the design and items that best suit the Project needs while still receiving the benefit of competitive nationwide pricing.

Staff recommends executing the cooperative purchasing process via Sourcewell's Indefinite Delivery Indefinite Quantity (IDIQ) construction contracts. Under Burbank Municipal Code § 2-2-116, subdivisions (I) and (J), Council may waive the requirement for competitive bidding by resolution finding that it is in the best interest of the City and award the contract to the proposer offering the Best Value as more fully defined in the solicitation. Vincor Construction, Inc. (Vincor Construction), qualified through successful delivery of projects of similar scope in Southern California, is the approved contractor under the Sourcewell cooperative agreement. Vincor Construction has met all the requirements and expectations of the Public Works Department and the City and is utilizing a contract established by Sourcewell's cooperative agreement (Attachment 2). The Gordian Group, Inc. (Gordian) is Sourcewell's designated representative and contract administrator for the cooperative agreement. Gordian's support includes preparing Construction Task Catalogs and related technical specifications, administering fee collection, assisting with proposal or work order development, and providing information management systems and training for contractors.

Design Immunity

Staff recommends the City Council approve the final plans and specifications to invoke design immunity protection under California Government Code § 830.6. Any changes in the final plans and specifications may be approved by the Public Works Director and/or City Engineer under the authority conferred through BMC § 2-2-104.

ENVIRONMENTAL REVIEW

This Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, § 15302, which allows for replacement or reconstruction of existing structures and facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure being replaced. Staff recommends the City Council find the Project exempt from CEQA.

FISCAL IMPACT

The total construction contract price is $987,030.57 (Attachment 3). Approximately 40% of this amount addresses existing mechanical and electrical deficiencies to enhance safety and ensure compliance with current building codes. The total construction budget is estimated at $1,184,436.68, including 20% contingency in the amount of $197,406.11 for unforeseen conditions. The Project was approved as part of the FY 2025–26 Adopted Budget, and sufficient funds are available in the following project account(s):

- 534.PW33A.70019.0000.24952 (Municipal Infrastructure Fund, PD Forensic Services Area Modernization)
- 127.PD03A.70019.0000.24952 (Public Improvement Fund, PD Forensic Services Area Modernization)

CONCLUSION

The completion of this Project will provide the City's Police Department with a modernized, technologically current, and code-compliant Forensic Services facility, supported by upgraded plumbing, electrical, and mechanical systems, designed to meet operational needs and comply with current building codes and ADA accessibility standards. An upgraded Forensic Services Area will support the Police Department's ability to investigate crimes efficiently and the continued delivery of critical public safety services to the community.

Staff respectfully recommends the City Council adopt the proposed resolution to approve the cooperative agreement with Vincor Construction for the Project. With City Council approval, Project completion is anticipated by December 2026.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Vincor Construction, Inc. Sourcewell Contract Amendment
Attachment 3 – Work Order and Scope Line Item

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH VINCOR CONSTRUCTION, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE POLICE DEPARTMENT FORENSIC SERVICES AREA MODERNIZATION PROJECT

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter and Burbank Municipal Code section 2-2-116 provide that the City Council may waive formal competitive bidding by resolution and approve alternate 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 delivery method allows the City to utilize another public agency's bid, which includes language that the public agency is bidding on behalf of the members of the Cooperative, nationwide. This reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, thus eliminating much of the time needed for a bid solicitation process and thereby streamlining the project timeline.

C. The cooperative agreement delivery method is optimal for small building improvement projects because it provides the City with maximum flexibility to obtain construction services and goods, materials, and equipment at a reduced cost.

D. It is in the best interests of the City to utilize the selected cooperative agreement delivery method for the Police Department Forensic Services Area Modernization Project to save time and cost.

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 Police Department Forensic Services Area Modernization Project ("Project") using the cooperative agreement project delivery method. 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 agreement delivery method accompanied by a competitive proposal solicitation process is in the best interests of the City.

2. The design plans for 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. The Public Works Director or his

designee is authorized to approve the final plans and specifications.

3. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to the California Code of Regulations, Title 14, Section 15302, pertaining to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure being replaced.

4. The total construction budget for the Project is estimated at $1,184,436.68. An additional 20% contingency, in the amount of $197,406.11, is included to address unforeseen utility conditions, including but not limited to rerouting, repair, or relocation. The total construction budget may be adjusted by the City Manager or his designee, up to the total budgeted amount for the Project.

5. The cooperative agreement and related amendment are approved with minor modifications as may be deemed appropriate by the City Manager or his designee and approved as to form by the City Attorney.

6. The City Manager or his designee is authorized to execute an agreement with Vincor Construction, Inc. for the Project, including approval of change orders when within existing budgeted resources.

7. The cooperative agreement shall be retained as a permanent record.

APPROVED 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
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

JOB ORDER CONTRACT

SOURCEWELL

AMENDMENT TO CONTRACT NO. CA-R8-GB-101723-VCI

The City of Burbank ("City"), as a participating entity of Sourcewell, and Vincor Construction, Inc. ("Contractor"), desire to use an existing contract between Sourcewell and Contractor dated December 6, 2023, which provides indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property ("Agreement" or "Contract No. CA-R8-GB-101723-VCI".) The documents that comprise Contract No. CA-R8-GB-101723-VCI, between Sourcewell and Contractor, are hereby adopted and incorporated into this agreement, except as amended and supplemented below. This attachment sets forth the terms and conditions of **Police Department Forensic Service Area Modernization, Work Order No. 152592.00** and, as such, these terms and conditions have precedence above all other contract documents pursuant to the order of precedence set forth on Section I, Item D of the General Terms and Conditions.

1. **General Terms and Conditions, Section I, Item H, Page 2: HOLIDAYS**: Section I, Item H is amended and restated by the following:

   The following list is City of Burbank designated holidays (non-working days).
   1. New Year's Day
   2. Martin Luther King, Jr. Day
   3. Presidents' Day
   4. Dolores Huerta Day
   5. Memorial Day
   6. Juneteenth Day
   7. Independence Day
   8. Labor Day
   9. Veterans Day
   10. Thanksgiving Day and Day After Thanksgiving Day
   11. Christmas Day

   In the event that one of the above holidays falls on a Saturday, the Friday immediately before that holiday is considered a non-working day.

   If the holiday falls on a Sunday, the Monday immediately following that holiday is considered a non-working day.

2. **General Terms and Conditions, Section III, Item A, Page 4: COMPLIANCE.** Section III, Item A, Subsection 1 is amended and restated as follows:

   1. *Legal and Contractual.* The Contractor shall, at its cost and expense, comply with each and every federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in the Safety Practices of these General Terms and Conditions, any applicable workplace safety requirements issued in connection with COVID-19, and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the City prior to execution of the Contract (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

3. **General Terms and Conditions, Section III, Item M, Page 9: SUBCONTRACTORS.** The following paragraph shall be added as a new subsection 4 as follows:

4. The Contractor must comply with the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California). Any hearing required pursuant to Public Contract Code § 4107 dealing with the substitution of a Subcontractor shall be conducted by the Engineer whose decision shall be final.

4. **General Terms and Conditions, Section III, Item R, Page 11-12: PROTECTION OF PERSONS AND PROPERTY.** The following paragraph shall be added as a new subsection 4-5to include CAL/OSHA requirements as follows:

4. Before the Notice to Proceed, the Contractor shall supply the City with Safety Data Sheets (SDS) for all chemicals to be used in the performance of this Agreement. The City will make available to the Contractor the SDS of any products in use in the areas of work covered by this Agreement. All hazardous materials to be properly disposed of off-site.

5. The Contractor is fully responsible for the safe performance of all Work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of City employees, the general public and their own personnel. The Contractor must have in place their own **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. **The Contractor must submit the Contractor Certification Form with this Agreement.** By signing the certification form the Contractor has certified, under penalty of perjury, such a program is in place. Subcontractors will be required to sign prior to commencing work. California law also requires that the aforementioned program cover all employees and personnel controlled, directed or supervised by the Contractor to the extent that they are exposed to worksite and job assignment specific hazards.

The program shall be written and shall include but not be limited to the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

4. The Contractors occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the worksite without fear of reprisal.

6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Contractor shall include inspection checklist and training documentation form.

8. The Contractor shall include procedures to investigate occupational injury or occupational illness.

9. For Construction projects the Contractor shall adopt a written code of safe practices which relates to the employers operations. Tailgate meetings shall be held at least every ten (10) working days with employees/crews.

10. A pre-job meeting may be required with the Environmental Health and Safety Officer, or their designee, prior to the job start date.

11. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.7. For more information, please visit https://www.dir.ca.gov/dosh/Workplace-Violence.html.

5. **General Terms and Conditions, Section IV, Item L, Page 21: BONDS: PAYMENT AND PERFORMANCE OR MATERIAL AND WORKMANSHIP**: Section IV, Item L is amended and restated as follows:

Contractor shall promptly furnish prior to the issuance of the Purchase Order, at his own cost and expense, the requisite Faithful Performance and Payment Bonds with a responsible Corporate Surety authorized to issue such bonds in California on the bond forms provided by the City and attached hereto, and subject to approval of the City Attorney.

A. **Faithful Performance Bond.** The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price, including any escalation and continued upon the faithful performance by the said Contractor of all covenants, terms, conditions and stipulations in the manner specified therein, and that all materials used and workmanship employed in the performance of the Agreement shall be free from defects, and that should any defects therein appear within a period of one (1) year from the date of acceptance by the City, the Contractor shall, at his own cost and expense, repair, replace and correct such defects to the satisfaction of the Project Manager within thirty (30) days after notice thereof by the City.

B. **Payment Bond.** The Contractor shall, in addition to the Faithful Performance Bond, furnish a Payment Bond in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price and shall be conditioned and provide that if the Contractor or his Subcontractors, fails to pay for any materials, transportation, appliances, or utilities used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, said Surety will pay the same in an amount not exceeding the sum set forth in this Agreement, and also in case suit is brought upon this bond a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons, firms, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Code of Civil Procedure of the State of California.

6. **General Terms and Conditions, Section IV, Item M, Page 21: TERMINATION OF ORDERS**: Section IV, Item M is amended and restated as follows:

1. TERMINATION BY CONTRACTOR

If the City should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon twenty one (21) working days prior written notice to the City, to terminate this Contract and recover from the City payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the City shall cure its said default within such twenty-one (21) working day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the City for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek monetary damages. The Contractor acknowledges that it can be adequately compensated by such monetary damages for any breach of this Contract, which may be committed by the City. Accordingly, and except as herein above provided, the Contractor expressly agrees that no default, act or omission of the City shall entitle the Contractor to cancel, rescind or terminate this Contract or suspend or abandon its performance of the Work.

2. TERMINATION BY CITY FOR CAUSE

A. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the City, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Contract, then the City may, without prejudice to any other right or remedy available to the City and after giving the Contractor and its surety, if any, three (3) working days written notice, terminate the Contract and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient. In addition, without terminating this Contract as a whole, the City may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner as the City deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the City may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the City the further right: (i) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (ii) to receive an assignment of such subcontracts as the City deems necessary or desirable at the time of termination of this Contract or a portion thereof.

B. If this Contract is terminated pursuant to this Subsection, the Contractor shall not be entitled to receive any further payment until the Work is completed, and the City shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the Completion of the Work, the City shall make payment to the Contractor, or the Contractor shall reimburse the City, as the case may be. If a portion of this Contract is terminated pursuant to this Subsection, such termination shall not be treated as a reduction in the scope of the Work. Rather, in such event, the City shall deduct or offset against any monies then or thereafter due to the Contractor an amount determined by the City to be adequate to cover all

costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the City's costs and expenses prove to be less than the amount deducted or offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be deducted or offset and/or if the City's costs and expenses prove to exceed the amount deducted or offset, the Contractor shall pay the difference to the City upon demand.

C. The remedies provided to the City in this Subsection, are in addition to, and not in lieu of, any other rights or remedies available to the City under the Contract Documents, at law or in equity. In the event of any breach of this Contract by the Contractor, and whether or not this Contract is terminated by the City, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the City as a result thereof.

3. TERMINATION BY CITY WITHOUT CAUSE

Without limitation to the provisions of this Article, the City shall have the right at any time, upon not less than three (3) working days' notice to the Contractor to terminate this Contract without cause and/or for the City's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Subsection, the Contractor shall have the right, as its sole and exclusive remedy, to recover from the City payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the City may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the City deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work.

7. **General Terms and Conditions, Section V, Item A, Page 21-22: PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS.** Section V, Item A is amended and restated as follows:

A. CONTRACTOR'S LABOR AND WAGE RATES (PER BMC 2-2-120 AND CALIFORNIA LABOR CODE SECTION 1782).

1. There shall be paid each craft or type of worker employed by the Contractor or Subcontractor engaged in Work under this Agreement not less than the applicable wage rate, including legal holiday and overtime rates, found and determined by the Director of the Department of Industrial Relations for the State of California, in accordance with the Standards set forth in Section 1773 of the California Labor Code. Copies are available on the Internet at http://www.dir.ca.gov/DLSR/PWD. The Adobe Acrobat Reader (available at http://www.adobe.com) is required to view these pages.

   The Contractor shall comply with the provisions of Section 1775 of the Labor Code which, so far as material hereto, reads as follows: "Except as otherwise provided by law, the contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or subcontractor."

   The Contractor and each Subcontractor performing work, in conjunction with this Agreement shall comply with the provisions of Section 1776 of the Labor Code of the State of California.

2. The prevailing wage rates specified by the State of California are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor or Subcontractor because of payment by the Contractor or Subcontractor of any wage rate in excess of the applicable rate contained in this Contract.

   Should Premium Time Work and/or Time and Material Work not in the Work be required during the progression of this Project, it may be awarded in accordance with those rates or as agreed otherwise between City and Contractor.

3. Eight (8) hours labor constitutes a legal days' work for each worker employed in the execution of this Agreement. The time of service of any worker employed in the execution of this Agreement is limited and restricted to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, except as hereinafter provided. The Contractor shall, as a penalty to the City of Burbank, forfeit Twenty-Five Dollars ($25) for each worker employed in the execution of this Agreement by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions hereof.

   Notwithstanding the provisions of Sections 1810 to 1814 of the Labor Code of the State of California, and notwithstanding the foregoing stipulations inserted herein pursuant to the requirements of said Sections, work performed by employees of the Contractor or any Subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, in the execution of this Agreement, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, at not less than one and one-half (1-1/2) times the basic rate of pay.

4. The Contractor shall pay to workers needed to execute the Agreement the per diem wages as defined in Labor Code Section 1773.9.

5. Only apprentices who are in training under apprenticeship standards and written apprentice agreements complying with Division 3, Chapter 4, Section 3070, et seq., of the Labor Code, are eligible to be employed in the performance of this Agreement.

   The term 'apprentice' as used in this Agreement means a person at least sixteen (16) years of age who has entered into a written agreement with an employer or their agent, an association of employers, or an organization of employees, or a joint committee representing both in conformity with the provisions of Division 3, Chapter 4, Section 3070, et seq., of the Labor Code.

   Every apprentice employed in performance of this Agreement shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which they are employed and shall be employed only at the work of the craft or trade to which they are indentured.

   The Contractor or any Subcontractor performing any of the work under this Agreement who employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work to be constructed or performed under this Agreement, to which fund or funds other Contractors in that area are contributing, shall contribute to the fund or funds in each craft or trade in which the Contractor or Subcontractor employees journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Contractors do, but where the trust fund administrators are unable to accept such funds, Contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

The Contractor shall be responsible for complying with Section 1777.5 of the Labor Code for all apprenticeable occupations. The Contractor shall conform to all requirements of Sections 1777.5 and 1777.6 of the Labor Code.

6. For further requirements related to matters specifically mentioned above, reference is hereby made to Division 2, Part 7, Chapter 1 of the Labor Code, with which compliance is required and to which reference is hereby made for further particulars.

8. **General Terms and Conditions, Section V, Item D and E, Page 23: PARTIAL PAYMENTS and FINAL PAYMENTS**: Section V, Items D-E shall be amended and restated as follows:

D. PARTIAL PAYMENTS

1. The Contractor shall submit to the City not later than fifteen (15) days after execution of the Contract or, before any Work is commenced under the Contract, whichever occurs first, a Schedule of Values (SOV) representing a breakdown of its bid into appropriate divisions with estimated quantities for each division which shall be subject to the approval and acceptance by the Engineer. This breakdown will be the basis of periodic payments by the City to the Contractor if such payments are requested. If requested, such payments shall be made on a Net 30-day basis.

2. No separate item for profit, administration, overhead or supervision shall be included in the separate divisions of the breakdown. The approved estimate of the Work performed or completed shall only include finished portions of the Work in place.

3. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the City in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the City has agreed in advance in writing, suitably stored at the Job Site or in a bonded warehouse), through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens claims by the Contractor, its Subcontractors and their Sub-subcontractors and suppliers as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Sections 8132-8138 of the California Civil Code (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the City may deem necessary or desirable. The submission of the foregoing waivers and other evidence shall be express conditions precedent to Contractor's entitlement to payment. The "Payment Application Date" shall be that day of each calendar month designated in the Contract when the Contractor shall deliver the "Application for Payment," to the City.

4. The City will make a partial payment upon the request of the Contractor on the basis of an approved Application for Payment of the Work performed during the preceding calendar month under this Contract. The City will retain from such payments five percent (5%) of the amount of each estimate until sixty (60) days after final completion and acceptance by the City of all the Work covered by this Contract. No such estimate or partial payment shall be required to be made when in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when in its judgment, the total value of the Work done since the last estimate is less than Twenty-Five Hundred Dollars ($2,500).

5. Pursuant to Public Contracts Code Section 22300, the Contractor may substitute securities in place of retained funds withheld by the City or, in the alternative, request that the City make payment of retention earned directly to an escrow agent at the expense of the Contractor.

6. It is mutually agreed between the parties hereto that the making of any payment to the Contractor under this Contract or any certificate given shall not relieve the Contractor of its guarantee, obligations or responsibilities under this Contract, or full compliance with the Contract Documents, including the Plans, Drawings, and Specifications, or be construed as accepting any portion of the equipment, materials or Work until the Contract is fully complete and formally accepted by the City.

7. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the City, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (i) the delivery of any such materials or equipment to the Job Site; or (ii) the tender of payment of the applicable Application for Payment by the City to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or their Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the City as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

E. FINAL PAYMENTS

The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any extra work done and Work in accordance with any changes of the same, shall release the City, its officers, agents and employees from any and all claims or liability on account of the Work performed under the Contract, and any changes thereof, including any extra work.

9. **General Terms and Conditions, Section V, Item F, PAYROLL RECORDS.** The following paragraph is added as a new Section V, Item F as follows:

F. PAYROLL RECORDS

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code.

10. **General Terms and Conditions, Section VII, Item C, Page 25: TAXES**: Section VII, Item C shall be amended and restated as follows:

C. TAXES

1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the City may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or their Sub-subcontractors and offset said amount against the Contract Sum.

2. The City will apply for the Plan check or checks, and the Contractor will take out the general construction permit or permits. The Contractor must obtain a no fee permit from the City of Burbank. The Contractor shall be responsible for the payment of any fees for licenses, inspections, or permits that are required by any other public entity. Further, the Contractor shall be responsible for the payment of any applicable City of Burbank license or inspection fees. The Contractor shall coordinate exact requirements with the City.

3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Price. The Contractor shall not unlawfully use or install any patented or copyrighted articles and shall indemnify the City from and against all actions, suits, judgments, losses, costs or expenses, including attorneys' fees, arising out of any claims for infringement of, or otherwise related to, any patent rights or copyrights. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the City may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses incurred thereby shall be borne by the Contractor. The Bond for Faithful Performance shall expressly apply to this provision.

11. **General Terms and Conditions, Section VIII, New Item I, Page 26: EXECUTION COUNTERPARTS**: The following paragraph is added as a new Section VIII, Item I as follows:

I. EXECUTION COUNTERPARTS. This Contract 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 Contract with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Contract by a Party, and transmitted electronically as described in this Section to the other Party.

12. **General Terms and Conditions; Section XIII, Page 27: GOVERNING LAW, JURISDICTION, AND VENUE**: Section XIII shall be amended and restated as follows:

The terms of the Contract Documents shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be in the Superior Court of Los Angeles County.

13. **General Terms and Conditions; Section XVI, Item C, Pages 27-28: LIQUIDATED DAMAGES**: Section XVI shall be amended and restated as follows:

C. LIQUIDATED DAMAGES.

1. Because it would be impracticable and extremely difficult to fix the actual damage to the City in the event the Contractor fails to finish the Work on schedule, the parties agree that the Contractor shall pay to the City as liquidated damages per calendar day, and not as a penalty, the sum of **$250.00** each and every calendar day required to complete the Work in excess of the number of days stated in the Contract Documents and any authorized extension thereof, for the first thirty (30) days. After that, liquidated damages in the sum of **$500.00** shall be paid for each excess day.

2. If the Contractor is delayed in completing the Work by reason of any change made by the City, the time for Completion of the Work may be extended by the same Change Order for a period commensurate with such delay, without additional compensation. In such case Contractor shall not be subject to liquidated damages for the extension. No extension of time will be granted for Change Orders that, in the opinion of the City Engineer, do not affect the ability of the Contractor to complete the Work on schedule.

14. **General Terms and Conditions, Section XVII, Page 28-31: INSURANCE**: Section XVII shall be amended and restated as follows:

The Contractor shall assume all liability for injuries to persons or damages to property during the performance of the Agreement caused by any equipment or materials furnished or work done under the Agreement or the operation thereof during the life of the Agreement and shall furnish and maintain Worker's Compensation Insurance, General Liability and Property Damage Insurance as herein provided, whether performance be by the Contractor, their Subcontractors, or anyone directly or indirectly employed by him, and such insurance shall be obtained from an insurance company authorized to do business in the State of California or at least an A- rating and found to be acceptable to the City of Burbank. Said insurance shall provide that it will not be modified, canceled or terminated until at least thirty (30) days' prior written notice thereof has been filed with the City's Purchasing Division.

Before delivering any equipment, materials, or the performance of any work by the Contractor, Subcontractors or any agent, servant, employee or representative of any of them, at the jobsite under this Agreement, the Contractor must file with the City's Purchasing Division a policy or an acceptable Certificate of Insurance subject to approval of the City, indicating the requisite insurance is in full force and effect. Coverage shall be maintained for the life of the Contract, through the Notice of Completion, plus one (1) additional year.

A. **Workers' Compensation Insurance.**

1) The Contractor shall furnish satisfactory evidence that he has secured in the manner required by law the payment of Workers' Compensation provided for in the California Labor Code and all amendments thereto and shall maintain such insurance during the life of this Agreement. The policy shall be endorsed to waive all rights of recovery against the City, members of the City Council, and officers, employees and agents of the City. The Contractor shall require each and every Subcontractor to secure similar Workers' Compensation Insurance unless already covered by the Contractor.

2) If the Contractor is a sole proprietor, the Contractor must furnish a letter stating that he is a sole proprietor and is not required to carry Workers' Compensation Insurance.

3) Upon execution of this Agreement, Contractor shall complete and submit the Workers' Compensation Certification.

B. **General Liability and Property Damage.** Prior to beginning and throughout the duration of the Work, the Contractor shall secure, pay for and maintain General Liability and Property Damage Insurance protecting the Contractor and any subcontractors from any and all claims and actions for damage, for personal injury, including accidental death and for property damage which may directly or indirectly arise from, grow out of, or be attributable to, their operations or performance under this Agreement, whether such operations by the Contractor or by a Subcontractor, or by any person directly or indirectly employed by either or any of them, and said insurance shall indemnify and save harmless the City, its officers, employees, agents and representatives from all actions, causes of action, claims, debts or demands of any and every kind or nature whatsoever, by reason of, growing of, out of, or attributable to the Work to be performed under this Agreement, and the amount of such insurance shall be in an amount of not less than Two Million Dollars ($2,000,000) combined single limit for injuries, including accidental death and property damage on account of any one occurrence. The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy.

The following **ENDORSEMENTS** are required to be placed on a Separate Endorsement to the policy furnished:

1) The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, its officers, employees, agents and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2) With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3) This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4) With respect to the additional insureds, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Burbank, Purchasing Division, 301 E. Olive Avenue - Suite 305, Burbank, CA 91502.

The City requires coverage for both "ongoing operations" and "products-completed operations hazard." In order to satisfy the requirement, the Contractor's insurance company shall submit an ISO Form CG 20 10 11 85 or an ISO Form CG 20 10 (or a substitute form providing equivalent coverage as approved by the City) and an ISO Form CG 20 37 (or a substitute form providing equivalent coverage as approved by the City) endorsement.

C. **Automobile Insurance.** Automobile Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.

D. **Damage and Theft.** The Contractor may insure the equipment, materials and work to cover Contractor's interest in the same from time to time, as required. The City will not, under any circumstances, be liable, answerable or accountable for any theft, loss or damage, however and by whatever cause, to said equipment, materials and work, or any part or parts thereof, used or employed in fully completing the Agreement, until after the Agreement is completed and formal acceptance of the work by the City.

D. **Blanket Insurance Policies.** Blanket insurance policies complying with the above requirements carried by the Contractor, or acceptable and approved certificates thereof, may be substituted for specific policies upon approval by the City.

Concurrence:

Vincor Construction, Inc.

CONTRACTOR IIPP CERTIFICATION

The undersigned certifies that it has in place an **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. (Note: If you believe that you are exempt from the state mandate, on a separate sheet please explain why you are exempt.)

The undersigned further certifies that its IIPP is in written form and includes, at a minimum, the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program and the name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices:
   a) whenever new substances, processes, procedures or equipment is introduced into the workplace and represents a new hazard; and
   b) whenever the Contractor is made aware of a new or previously unrecognized hazard.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard:
   a) when observed or discovered; and
   b) when an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, remove all exposed personnel from the area except those necessary to correct the existing condition. Employees necessary to correct hazardous conditions shall be provided with the necessary safeguards.

4. The Contractor's occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment:
   a) to all new employees;
   b) to all employees given new job assignments for which training has not been previously received;
   c) whenever new substance, processes, procedures or equipment are introduced into the Project and represent a new hazard;
   d) whenever the employer is made aware of a new or previously unrecognized hazard; and
   e) for supervisors to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed.

CONTRACTOR IIPP CERTIFICATION

(Continued)

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the Job Site without fear of reprisal.

   Substantial compliance with this provision includes meetings, training programs, postings, written communications, a system of anonymous notification by employees about hazards, labor/management safety and health committees, or any other means that ensures communication with employees.

6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection, training documentation, included but not limited to, inspection checklist and training documentation form.

8. The Contractor shall include procedures to investigate occupational injury or occupational illness.

9. For construction projects the Contractor shall adopt a written code of safe practices that specifically relates to the employer's operations. Tailgate meetings shall be held at least every ten (10) working days with employees and subcontractors.

10. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.7.

11. A pre-job meeting may be required with the Safety Officer prior to the job start date.

The foregoing is made herein are made under penalty of perjury.

Full and Correct Name

COMPANY NAME: Vincor Construction, Inc.

SIGNED: _____

PRINT NAME: John Kang TITLE: Vice President

ADDRESS: 2651 Saturn Street, Brea, CA 92821

TELEPHONE NUMBER: (714) 528-2900

FAX TELEPHONE NUMBER: (714) 528-2901

The City reserves the right to review the IIPP and to inspect the Job Site while the Work is in progress for safety and health requirements, per current Federal or State/OSHA regulations. Any violations discovered shall immediately be corrected by the Contractor at its sole expense or the City shall correct such violations and deduct the expenses from monies due the Contractor.

FOR PROJECTS OVER $25,000

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we, **Vincor Construction, Inc.** as Principal, and Western Surety Company as Surety, are held and firmly bound to the City of Burbank in the sum of **Nine Hundred Eighty Seven Thousand Thirty and 57/100 Dollars ($987,030.57),** lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Burbank for the **Police Department Forensic Service Area Modernization, Work Order No. 152592.00,** and to which reference is hereby made for all particulars, and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Principal as Contractor under said Contract fails to perform all of the covenants, terms, conditions and stipulations of said Contract on its part to be done and performed at the times and in the manner specified therein, or if all materials used and workmanship employed in the performance of the Contract shall not be free from defects, or if any defects should appear therein within a period of one year from the date of acceptance by the City, the work under the Contract and the said Principal and Contractor shall fail to repair, replace and correct such defects at his or its own cost and expense and to the satisfaction of the Engineer within thirty (30) days after notice thereof by the City, said Principal and Surety will pay the City of Burbank the amount of all its loss, cost, expense, damages and liability on account of any and all of the foregoing, not exceeding, however, the sum set forth above, and in case suit is brought upon this bond said Surety shall also pay a reasonable attorney's fee to be fixed by the court.

The said Principal and Surety agree that any change, extension of time, alterations or additions to said Contract or work or materials required thereunder shall not in any manner release either the Principal or the Surety from the obligations of this bond; and said Surety hereby waives notice of any such change, extension of time, alteration or additions to said Contract or performance required thereunder.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this 1st day of May, 2026.

VINCOR CONSTRUCTION, INC.

Western Surety Company

Surety

By

Allison Ocampo, Attorney-In-Fact

Print Name

Principal

By

John Kang, Vice President

Print Name/Title

VINCOR CONSTRUCTION, INC. CORPORATE SEAL 09-24-03 CALIFORNIA

151 N. Franklin Street CHICAGO, IL 60606

Address

(949)399-4971

Telephone Number

(602)212-3351

Fax Number

APPROVED AS TO FORM this ____ day of _____, 20___.

Office of the City Attorney

By: _____

Name: _____

Title: _____

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael R Strahan, Allison Ocampo, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 26th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of May, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 05/04/2026 before me, Shirley Rose Kang, Notary Public
(insert name and title of the officer)

personally appeared John Kang,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHIRLEY ROSE KANG
Notary Public - California
Orange County
Commission # 2426300
My Comm. Expires Nov 27, 2026

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 5/1/2026 before me, E.B. Strahan, Notary Public

personally appeared Allison Ocampo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

E. B. STRAHAN
Notary Public - California
San Diego County
Commission # 2406282
My Comm. Expires Jun 25, 2026

Bond Number: 30273101

FOR PROJECTS OVER $25,000

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, **Vincor Construction, Inc.** as Principal, and Western Surety Company as Surety, are held and firmly bound unto City of Burbank hereinafter called "OWNER," in the sum of **Nine Hundred Eighty Seven Thousand Thirty and 57/100 Dollars ($987, 030.57),** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Burbank for the **Police Department Forensic Service Area Modernization, Work Order No. 152592.00,** and to which reference is hereby made for all particulars, and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this 1st day of May, 2026.

VINCOR CONSTRUCTION, INC.

Western Surety Company
Surety

By: _____

Ailison Ocampo, Attorney-In-Fact
Print Name

151 N. Franklin Street CHICAGO, IL 60606
Address

_____

(949) 399-4971
Telephone Number

(602) 212-3351
FAX Telephone Number

_____
Principal

By: _____

John Kang, Vice President
Print Name/Title

VINCOR CONSTRUCTION, INC. CORPORATE SEAL 09-24-03 CALIFORNIA

APPROVED AS TO FORM this ____ day of _____, 20___.
Office of the City Attorney

By: _____

Name: _____

Title: _____

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael R Strahan, Allison Ocampo, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 26th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of May, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 05/04/2026 before me, Shirley Rose Kang, Notary Public
(insert name and title of the officer)

personally appeared John Kang,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHIRLEY ROSE KANG
Notary Public - California
Orange County
Commission # 2426300
My Comm. Expires Nov 27, 2026

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 5/1/2026 before me, E.B. Strahan, Notary Public

personally appeared Allison Ocampo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

E. B. STRAHAN
Notary Public - California
San Diego County
Commission # 2406282
My Comm. Expires Jun 25, 2026

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Vincor Construction, Inc.

SIGNED: _____

PRINT NAME: John Kang TITLE: Vice President

DATE: 05/01/2026

CONTRACTOR AND SUBCONTRACTORS LIST

Contractor shall provide name and location of business for all tiered subcontractors who will perform work or labor in support of this project. Contractor shall verify that all subcontractors listed have a current Contractor State License Board (CSLB) license and are currently registered with the Department of Industrial Relations (DIR).

Name of Contractor or Subcontractor & Business Location	Division and/or Scope of the Work	Portion of Work to be done by Contractor or Subcontractor (Cost & Percentage)	License Class and Number	DIR PWC Registration Number
Bluetek Unlimited LLC	Demolition	$45,540.00 5%	1091898 Class C	1000901034
Church and Larsen	Framing	$48,550.00 5%	463467 Class C	1000003770
Monaco Mechanical	Plumbing	$55,470.00 5%	904020 Class C	1000008443
COMMERCIAL INTERIOR RESOURCES	Flooring	$65,470.00 7%	511928 Class C	1000007670
LA Air	HVAC	$178,968.00 18%	208872 Class C	1000000594
Tahiti Cabinets	Millwork	$73,218.00 7%	323571 Class C	1000032914
Alert Insulation	Insulation and Shades	$20,300.00 2%	1077712 Class C	1000795913
MCMURRAY STERN LLC	Lockers	$16,500.00 2%	1041651 Class B	1000791831
Allegiance Electric	Electrical	$106,288.00 11%	1089477 Class C	1000882457
ACS	Fire/Life/Safety	$34,000.00 3%	930210 Class C	1000001812
Paint Blast	Paint	$10,000.00 1%	1084260 Class C	1000853906
Roy E. Whitehead	Doors and Frames	$33,000.00 3%	255108 Class C	1000004967

CONTRACTOR AND SUBCONTRACTORS LIST

Contractor shall provide name and location of business for all tiered subcontractors who will perform work or labor in support of this project. Contractor shall verify that all subcontractors listed have a current Contractor State License Board (CSLB) license and are currently registered with the Department of Industrial Relations (DIR).

Name of Contractor or Subcontractor & Business Location	Division and/or Scope of the Work	Portion of Work to be done by Contractor or Subcontractor (Cost & Percentage)	License Class and Number	DIR PWC Registration Number
HCI Sprinklers	Sprinklers	$40,000.00 4%	1005968 Class C	1000042222
C. I. Services	Roofing	$10,000.00 1%	701434 Class C	1000005311

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Bluetek Unlimited LLC

SIGNED: Eduardo Zepeda Digitally signed by Eduardo Zepeda Date: 2026.05.04 16:02:33 -07'00'

PRINT NAME: Eduardo Zepeda TITLE: President

DATE: 05/04/2026

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Church and Larsen, Inc.

SIGNED: Raymond W. Larsen

PRINT NAME: Raymond W. Larsen TITLE: *President*

DATE: *5/4/2026*

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Monaco Mechanical, Inc. DBA: All Area Services

SIGNED: Beni F. Monaco

PRINT NAME: Beni F. Monaco TITLE: CEO/President

DATE: 05/04/2026

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Interior Resources, Inc. dba Commercial Interior Resources

SIGNED: Kenneth Hurd

PRINT NAME: Kenneth Hurd TITLE: President

DATE: 5.4.2026

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Los Angeles Air Conditioning, Inc.

SIGNED: Luz Camacho

PRINT NAME: Luz Camacho TITLE: Secretary / Treasurer

DATE: 5-1-26

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Tahiti Cabinets, Inc.

SIGNED: Lisa Perez

PRINT NAME: Lisa Perez TITLE: Account Manager

DATE: 5-4-2026

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Alert Insulation

SIGNED: Albert jurado

PRINT NAME: Albert Jurado TITLE: Project Manager

DATE: 05/04/2026

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Mc Murray Stern

SIGNED:

PRINT NAME: Keith McCharl TITLE: Sales

DATE: 5/3/26

WORKERS' COMPENSATION CERTIFICATION

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Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

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COMPANY NAME: Allegiance Electric

SIGNED: Joseph Zimmer Digitally signed by Joseph Zimmer DN: C=US, E=jzimmer@allegianceelec.com, O=Allegiance Electric, CN=Joseph Zimmer Date: 2026.05.04 09:54:56 -07'00'

PRINT NAME: Joseph Zimmer TITLE: Project Manager / Estimator

DATE: 5/4/26

WORKERS' COMPENSATION CERTIFICATION

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Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Advanced Cable Solutions, Inc.

SIGNED: _____

PRINT NAME: Jasen Smith TITLE: President

DATE: 5/1/2026

WORKERS' COMPENSATION CERTIFICATION

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Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Paint Blast US

SIGNED: _____

PRINT NAME: Nadia Osokin TITLE: President/CEO

DATE: 5/5/2026

WORKERS' COMPENSATION CERTIFICATION

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"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Roy E. Whitehead Inc.

SIGNED: _____

PRINT NAME: Christopher Sainz TITLE: Project Manager

DATE: 05/04/2026

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor & Subcontractor(s) then Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

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COMPANY NAME: HCI Sprinkler

SIGNED:

PRINT NAME: Ryan Kennedy TITLE: Account Manager

DATE: 5/5/26

WORKERS' COMPENSATION CERTIFICATION

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"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: C.I. Services, Inc.

SIGNED: Alex Marcinkowski
Alex Marcinkowski (May 4, 2026 17:07:59 PDT)

PRINT NAME: Alex Marcinkowski TITLE: Co-President

DATE: 5/4/2026

Project Forms - PD Forensic Area

Final Audit Report 2026-05-05

Created:	2026-05-04
By:	Chris Porter (cporter@cisroofing.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8bzR3_u4vKJYFwAXUZr9nd8X7XMS5dg-

"Project Forms - PD Forensic Area" History

Document created by Chris Porter (cporter@cisroofing.com)
2026-05-04 - 11:52:21 PM GMT

Document emailed to Alex Marcinkowski (amarcinkowski@cisroofing.com) for signature
2026-05-04 - 11:52:24 PM GMT

Email viewed by Alex Marcinkowski (amarcinkowski@cisroofing.com)
2026-05-05 - 0:07:50 AM GMT

Document e-signed by Alex Marcinkowski (amarcinkowski@cisroofing.com)
Signature Date: 2026-05-05 - 0:07:59 AM GMT - Time Source: server

Agreement completed.
2026-05-05 - 0:07:59 AM GMT

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-VCI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	152592.00	Work Order Date:	03/27/2026
Work Order Title:	PD Forensic Service Area Modernization		
Owner Name:	City of Burbank Public Works Dept.	Contractor Name:	Vincor Construction, Inc.
Contact:	Anna Hartounian	Contact:	John Kang
Phone:	(818) 238-3938	Phone:	(714) 528-2900

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-VCI.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $987,030.57

Owner Purchase Order Number:

Approvals

City of Burbank Public Works Department

Vincor Construction, Inc.

05/01/2026
Date

Sourcewell GORDIAN®

Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
(714) 528-2900

From: Anna Hartounian
City of Burbank Public Works Department
150 N. Third St.
Burbank, CA 91502
(818) 238-3938

Date Printed: March 27, 2026

Work Order Number: 152592.00

Work Order Title: PD Forensic Service Area Modernization

Brief Scope:

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

March 4, 2026
PROJECT NAME: City of Burbank PD Forensics Service Area Modernization
DETAILED SCOPE OF WORK:
Provide Renovation to PD Forensics Service Area, including but Not Limited to, Furnishings, Power, Millwork, Phenolic Countertops, HVAC, Flooring, Prime and Paint Including Demolition, According to CD Plans and Specifications, Dated 12/04/2025 By Kardent Design, Titled, "CITY OF BURBANK PD FORENSICS SERVICE AREA MODERNIZATION ", Located at 200 N. 3rd St, Burbank, CA 91502.
Alternate #1
Provide HVAC Modification in Leiu of the proposed approved plans in reference to Alternate M-201 and

M-202 sheets, dated 5/22/25.
CLARIFICATION:

1. Any Additional Work Not Included in the Scope of Work Above or Resulting Due to Pre-Existing/Unforeseen Conditions are Not Included in this Estimate.
2. This Estimate Excludes Any Work Related to ACM or Lead.
3. The Work to be Performed Regular Business Hours.
4. Excludes Permit and Plan Check Fee
5. Includes Pre-Bid RFI's dated up to 3/2/26.
6. Excludes Voice/Data Cabling/Termination.

Subject to the terms and conditions of EZIQC Contract **CA-R8-GB-101723-VCI**.

Detailed Scope of Work Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Vincor Construction, Inc. — 05/01/2026 Date

City of Burbank Public Works Department — Date

Contractor's Price Proposal - Summary

Date: March 27, 2026

Re:

IQC Master Contract #:	CA-R8-GB-101723-VCI
Work Order #:	152592.00
Owner PO #:	
Title:	PD Forensic Service Area Modernization
Contractor:	Vincor Construction, Inc.
Proposal Value:	$987,030.57

Section - 01: General requirements	**$134,952.85**
Section - 02: Site Work	**$9,542.26**
Section - 03 Concrete	**$23,282.38**
Section - 05: Metals	**$2,180.35**
Section - 06: Wood, Plastic, and Composites	**$4,501.18**
Section - 07: Thermal & Moisture Protection	**$12,464.97**
Section - 08: Openings	**$51,805.22**
Section - 09: Finishes	**$101,812.67**
Section - 10: Specialties	**$3,881.65**
Section - 11: Equipment	**$38,186.40**
Section - 12: Furnishings	**$122,371.16**
Section - 13: Special Construction	**$53,635.89**
Section - 21: Fire Suppression	**$20,356.70**
Section - 22: Plumbing	**$16,227.20**
Section - 23: Heating, Ventilating, And Air-Conditioning	**$174,714.04**
Section - 26: Electrical	**$157,996.00**
Section - 27: Communications	**$13,988.23**
Section - 28: Electronic Safety and Security	**$45,131.42**
Proposal Total	**$987,030.57**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-VCI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	152592.00	Work Order Date:	03/27/2026
Work Order Title:	PD Forensic Service Area Modernization		
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Contact:	Anna Hartounian	Contact:	John Kang
Phone:	(818) 238-3938	Phone:	(714) 528-2900

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Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-VCI.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $987,030.57

Owner Purchase Order Number:

Approvals

City of Burbank Public Works Department

Vincor Construction, Inc. Date

Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
(714) 528-2900

From: Anna Hartounian
City of Burbank Public Works Department
150 N. Third St.
Burbank, CA 91502
(818) 238-3938

Date Printed: March 27, 2026

Work Order Number: 152592.00

Work Order Title: PD Forensic Service Area Modernization

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☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

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3. The Work to be Performed Regular Business Hours.
4. Excludes Permit and Plan Check Fee
5. Includes Pre-Bid RFI's dated up to 3/2/26.
6. Excludes Voice/Data Cabling/Termination.

Subject to the terms and conditions of EZIQC Contract **CA-R8-GB-101723-VCI**.

Detailed Scope of Work Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Vincor Construction, Inc. Date

City of Burbank Public Works Department Date

Contractor's Price Proposal - Summary

Date: March 27, 2026

Re:

IQC Master Contract #:	CA-R8-GB-101723-VCI
Work Order #:	152592.00
Owner PO #:	
Title:	PD Forensic Service Area Modernization
Contractor:	Vincor Construction, Inc.
Proposal Value:	$987,030.57

Section - 01: General requirements	**$134,952.85**
Section - 02: Site Work	**$9,542.26**
Section - 03 Concrete	**$23,282.38**
Section - 05: Metals	**$2,180.35**
Section - 06: Wood, Plastic, and Composites	**$4,501.18**
Section - 07: Thermal & Moisture Protection	**$12,464.97**
Section - 08: Openings	**$51,805.22**
Section - 09: Finishes	**$101,812.67**
Section - 10: Specialties	**$3,881.65**
Section - 11: Equipment	**$38,186.40**
Section - 12: Furnishings	**$122,371.16**
Section - 13: Special Construction	**$53,635.89**
Section - 21: Fire Suppression	**$20,356.70**
Section - 22: Plumbing	**$16,227.20**
Section - 23: Heating, Ventilating, And Air-Conditioning	**$174,714.04**
Section - 26: Electrical	**$157,996.00**
Section - 27: Communications	**$13,988.23**
Section - 28: Electronic Safety and Security	**$45,131.42**
Proposal Total	**$987,030.57**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 27, 2026

Re:

IQC Master Contract #:	CA-R8-GB-101723-VCI
Work Order #:	152592.00
Owner PO #:	
Title:	PD Forensic Service Area Modernization
Contractor:	Vincor Construction, Inc.
Proposal Value:	$987,030.57

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Section - 01

1 — 01 22 16 00 0002 — EA — $20,170.91

Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.

	Quantity		Unit Price		Factor	=	Total
Installation	18,337.19	x	1.00	x	1.1000	=	20,170.91

BOND FEE $987,030.57 * 2%=$19,740.61

2 — 01 22 16 00 0002 — EA — $4,950.00

Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.

	Quantity		Unit Price		Factor	=	Total
Installation	4,500.00	x	1.00	x	1.1000	=	4,950.00

LIVESCAN FEE FOR CREW 60 EA X $75 = 4500

3 — 01 22 16 00 0002 — EA — $50,000.00

Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.

	Quantity		Unit Price		Factor	=	Total
Installation	50,000.00	x	1.00	x	1.0000	=	50,000.00

Contingency to be used for the duration of the project. Any leftover remaining amount to be credited back at the end of the project.

4 — 01 22 20 00 0087 — HR — $5,448.60

EngineerFor tasks not included in the Construction Task Catalog® and as directed by owner only.

	Quantity		Unit Price		Factor	=	Total
Installation	32.00	x	136.96	x	1.2432	=	5,448.60

FIRE ALARM DEFERRRED APPROVAL PLAN/APPROVAL PROCESS

5 — 01 22 23 00 0167 — MO — $6,034.69

>1,000 to 2,000 CFM, Portable Air Scrubber

	Quantity		Unit Price		Factor	=	Total
Installation	4.00	x	1,213.54	x	1.2432	=	6,034.69

AIR SCRUBBER DURING INTERIOR DEMOLITION AND CONSTRUCTION ACTIVITIES FOR DUST CONTROL - (2EA X 2MO = 4)

6 — 01 22 23 00 0173 — EA — $2,801.87

High Efficiency Particulate Air (HEPA) Filter, 99.99% Efficient At 0.3 Micron For Portable Air Scrubbers

	Quantity		Unit Price		Factor	=	Total
Installation	8.00	x	281.72	x	1.2432	=	2,801.87

HEPA FILTERS FOR PORTABLE AIR SCRUBBER USED FOR DUST AND PARTICULATE CONTROL DURING DEMOLITION.
(1 EA 2 WEEKS X 2 LOCS X 2 MONTHS = 8 TOTAL)

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 01

7	01 22 23 00 0664	MO	1,000 Watt, 115 Volt, 2 Lamp, Portable Light Stand With Tripod								$7,418.96
				Quantity		Unit Price		Factor		Total	
			Installation	9.00	x	663.07	x	1.2432	=	7,418.96	
			TEMP LIGHTING - (3EA X 3MO = 9)								
8	01 22 23 00 1218	WK	5,000 Lb. Capacity, Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator								$8,401.94
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	6,758.32	x	1.2432	=	8,401.94	
			MATERIAL HANDLING, LOADING, AND HOISTING OF EQUIPMENT, ROOF CURB, EXHAUST FAN, AND RELATED MATERIALS TO ROOF AND WORK AREAS AS REQUIRED FOR PROJECT INSTALLATION.								
9	01 22 23 00 1263	WK	3 Ton, 20' Lift, Manual Chain Hoist								$205.45
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	82.63	x	1.2432	=	205.45	
			HOIST TO SET OVERHEAD HVAC EQUIPMENT 2 EA								
10	01 45 23 00 0147	EA	Concrete Slab, Moisture Emission Determination For Floor Covering On Existing Concrete								$1,820.75
				Quantity		Unit Price		Factor		Total	
			Installation	9.00	x	162.73	x	1.2432	=	1,820.75	
			A-5.0- CONCRETE SLAB MOISTURE EMISSION TEST PRIOR TO INSTALLATION OF NEW FLOOR FINISHES - 3 PROBES PER AREA X 3 LOCS = 9								
11	01 54 23 00 0036	MO	>14' To 20' Height, 5' Wide X 7' Long Section, Rolling Scaffolding, Complete With Wheels, Railings, etc.								$1,707.41
				Quantity		Unit Price		Factor		Total	
			Installation	6.00	x	228.90	x	1.2432	=	1,707.41	
			PROVIDE ROLLING SCAFFOLDING FOR ABOVE CEILING WORK - INSTALLATION OF EXHAUST FAN, DUCTWORK MODIFICATIONS, ELECTRICAL CONNECTIONS AND CEILING LEVEL WORK - (2EA X 3MO = 6)								
12	01 54 23 00 0040	EA	>14' To 20', Rolling Scaffolding Initial Erection And Final Dismantling For Each Scaffold								$324.97
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	130.70	x	1.2432	=	324.97	
			INITIAL ASSEMBLY AND FINAL DISMANTLING OF ROLLING SCAFFOLD								
13	01 56 16 00 0009	SF	6 Mil, Plastic Sheeting, Applied To WallsIncludes removal after use.								$1,771.56
				Quantity		Unit Price		Factor		Total	
			Installation	2,500.00	x	0.57	x	1.2432	=	1,771.56	
			PROVIDE 6 MIL PLASTIC DUST BARRIER AT PERIMETER OF WORK AREA TO ISOLATE CONSTRUCTION ACTIVITIES FROM OCCUPIED FORENSIC SPACES								
14	01 56 16 00 0032	EA	7' Zipper Door For Plastic SheetingIncludes removal after use.								$82.54
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	22.13	x	1.2432	=	82.54	
			ZIPPER DOOR ACCESS THROUGH TEMPORARY DUST BARRIER FOR CONTROLLED ENTRY TO CONSTRUCTION ZONE.								
15	01 56 16 00 0033	LF	Zip Wall Kit And ICRA Dust Control Awareness Barrier (Per LF Of Wall)Includes up to 12' long spring loaded poles, side clamps, foam rails and 6 mil poly barrier. Excludes zip doors. Includes removal after use.								$988.03
				Quantity		Unit Price		Factor		Total	
			Installation	85.00	x	9.35	x	1.2432	=	988.03	
			ZIP WALL ICRA DUST CONTROL BARRIER SYSTEM AT PERIMETER OF WORK AREA TO ISOLATE CONSTRUCTION ACTIVITIES FROM OCCUPIED FORENSIC SPACES								
16	01 56 16 00 0091	LF	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor ProtectionIncludes removal after use.								$485.59
				Quantity		Unit Price		Factor		Total	
			Installation	420.00	x	0.93	x	1.2432	=	485.59	
			TEMPORARY FLOOR PROTECTION ALONG DESIGNATED PATH OF TRAVEL FROM BUILDING ENTRY/EXIT AND STAIR ACCESS TO 3RD FLOOR WORK								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 01

17	01 56 16 00 0098		EA	18" x 36", 30 Layer Sticky MatIncludes removal after use.									$293.52
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	39.35	x	1.2432	=	293.52		
				STICKY MATS AT ENTRY/EXIT OF CONSTRUCTION ZONE TO PREVENT TRACKING OF DEBRIS									
18	01 56 16 00 0098	0054	MOD	For 60 Layers Instead Of 30, Add									$190.81
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	25.58	x	1.2432	=	190.81		
19	01 66 19 00 0047		CY	Transfer Delivered Materials Distances Greater Than 125', Per CY Of Material Per 125'									$2,051.70
					Quantity		Unit Price		Factor		Total		
				Installation	202.00	x	8.17	x	1.2432	=	2,051.70		
				TRANSFERRING/MOVING MATERIAL FROM STAGING TO WORK AREA - (46CY / 125' X 550' AVG TRAVEL DISTANCE = 202 CY)									
20	01 66 19 00 0073		CY	Transfer Demolition Debris Distances Greater Than 125', Per CY Of Material Per 125'									$2,051.70
					Quantity		Unit Price		Factor		Total		
				Installation	202.00	x	8.17	x	1.2432	=	2,051.70		
				TRANSFERRING/MOVING DEBRIS FROM STAGING TO WORK AREA - (46CY / 125' X 550' AVG TRAVEL DISTANCE = 202 CY)									
21	01 66 19 00 0075		SF	Removal, Transportation, Return And Reinstallation Of Office Furniture And FurnishingsIncludes desks, tables, file cabinets, chairs, storage boxes, bookshelves, office equipment, computers, and other furniture and furnishings. Quantity equals total floor space.									$1,997.57
					Quantity		Unit Price		Factor		Total		
				Installation	1,236.00	x	1.30	x	1.2432	=	1,997.57		
				A-3.0 - REMOVE, TEMPORARILY STORE, AND REINSTALL EXISTING DESKS, CHAIRS, WORKSTATIONS, PRINTERS, SCANNERS, MONITORS, MINI FRIDGE, MICROWAVE, AND SMALL OFFICE EQUIPMENT.									
22	01 71 13 00 0004		EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.									$1,902.06
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	1,529.97	x	1.2432	=	1,902.06		
				EQUIP MOB/DEMO - FORKLIFT									
23	01 71 36 00 0005		EA	>4 To 8 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt									$8,666.84
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,485.70	x	1.2432	=	8,666.84		
				GPR SCANNING CONCRETE DECKS FOR PLUMBING/HVAC TWO MOBS									
24	01 71 36 00 0007		EA	Standard Report For Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or AsphaltIncludes a detailed description of the scope of work , inspection methods, and equipment used. Also includes visuals such as site locations, images of data, and site photos.									$962.98
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	387.30	x	1.2432	=	962.98		
				GPR REPORT									
25	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.									$4,222.40
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	849.10	x	1.2432	=	4,222.40		
				GENERAL DEBRIS DUMP FEE									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Subtotal for Section - 01 **$134,952.85**

Section - 02

26	02 41 19 13 0058		EA	Minimum Charge For Saw CutFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.						$1,509.98
			Installation	Quantity 1.00	x	Unit Price 1,214.59	x	Factor 1.2432	=	Total 1,509.98
			M-202 KN-2 – SAW CUTTING OF EXISTING ROOF DECK FOR NEW 12" X 10" EXHAUST DUCT OPENING.							
27	02 41 19 13 0367		EA	Minimum Charge For Core DrillFor projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth" or "Drilling In Wood Or Plastic Per Inch Of Depth".						$2,434.56
			Installation	Quantity 2.00	x	Unit Price 979.15	x	Factor 1.2432	=	Total 2,434.56
			MINIMUM CHARGE FOR CORE DRILLING REQUIRED FOR LIMITED ELECTRICAL AND PLUMBING PENETRATIONS THROUGH EXISTING CONCRETE SLAB AND WALLS.							
28	02 41 19 13 0376		SF	4" Thick Reinforced Concrete Elevated Slab Cutouts, <24 SF						$712.80
			Installation	Quantity 8.00	x	Unit Price 71.67	x	Factor 1.2432	=	Total 712.80
			P-101 - SLAB CUTOUTS AT SEPARATE LOCATIONS TO ACCESS AND REMOVE FLOOR DRAINS AND ASSOCIATED SANITARY PIPING (4 SF X 2 EA = 8 SF)							
29	02 41 19 16 0046		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides						$4,884.92
			Installation	Quantity 891.00	x	Unit Price 4.41	x	Factor 1.2432	=	Total 4,884.92
			A-1.0 - SELECTIVE DEMOLITION OF EXISTING INTERIOR METAL STUD PARTITION WITH GYPSUM BOARD BOTH SIDES - (99' L X 9'H = 891 SF)							

Subtotal for Section - 02 **$9,542.26**

Section - 03

30	03 01 30 71 0009		SF	Patch Decks Or Floors With 1/8" To 1/4" Thick Epoxy Cementitious Mortar						$7,028.39
			Installation	Quantity 247.20	x	Unit Price 22.87	x	Factor 1.2432	=	Total 7,028.39
			A-5.0 - PROVIDE SPOT PATCHING OF EXISTING CONCRETE SLAB WITH EPOXY CEMENTITIOUS MORTAR TO REPAIR SURFACE IRREGULARITIES AFTER FLOORING REMOVAL - (1,236' X 20% = 247.2 SF)							
31	03 01 30 71 0043		SF	Spall Concrete Repair, >3" To 4" Deep On Floor Surfaces						$1,609.79
			Installation	Quantity 8.00	x	Unit Price 161.86	x	Factor 1.2432	=	Total 1,609.79
			P-101 - SLAB REPAIR AT LOCATIONS OF FLOOR DRAIN REMOVAL (4 SF X 2 EA = 8 SF)							
32	03 01 30 71 0043	0134	MOD	For Up To 100, Add						$1,043.69
			Installation	Quantity 8.00	x	Unit Price 104.94	x	Factor 1.2432	=	Total 1,043.69
33	03 35 19 00 0003		SF	Epoxy Resin Bonding Agent						$1,097.13
			Installation	Quantity 247.20	x	Unit Price 3.57	x	Factor 1.2432	=	Total 1,097.13
			A-5.0 - APPLY EPOXY RESIN BONDING AGENT TO EXISTING CONCRETE SUBSTRATE PRIOR TO INSTALLATION OF PATCHING MORTAR TO ENSURE PROPER ADHESION.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 03

34	03 35 43 00 0002		SF	Mechanically Grind Concrete Floor With 40 Grit Metal Bonded Diamond Wheels								$3,211.48
					Quantity		Unit Price		Factor		Total	
				Installation	1,236.00	x	2.09	x	1.2432	=	3,211.48	
				A5.0 - GRIND EXISTING CONCRETE SLAB TO REMOVE ADHESIVE RESIDUE AND PREPARE SURFACE FOR NEW FLOORING INSTALLATION.								
35	03 35 43 00 0002	0138	MOD	For >1,000 To 2,500, Add								$3,733.93
					Quantity		Unit Price		Factor		Total	
				Installation	1,236.00	x	2.43	x	1.2432	=	3,733.93	
36	03 54 16 00 0003		SF	1/4" Thick Self Leveling Cementitious Underlayment For FloorsIncluding Surface Preparation								$5,557.97
					Quantity		Unit Price		Factor		Total	
				Installation	1,235.00	x	3.62	x	1.2432	=	5,557.97	
				A-5.0 – PROVIDE 1/4" SELF-LEVELING CEMENTITIOUS UNDERLAYMENT INCLUDING SURFACE PREPARATION PRIOR TO INSTALLATION OF NEW FLOOR FINISHES (CARPET & SHEET VINYL)								

Subtotal for Section - 03 **$23,282.38**

Section - 05

37	05 12 23 00 0011		TON	Up To 10 Lb./LF Rolled Shape Steel Angles								$2,180.35
					Quantity		Unit Price		Factor		Total	
				Installation	0.12	x	14,615.17	x	1.2432	=	2,180.35	
				D-1.0 DETAIL 9 - SEISMIC ABOVE-CEILING TOP TRACK BRACING FOR PARTITION INCLUDING DIAGONAL 45° KICKERS DIAGONAL BRACE - (65' / 4'OC X 5' = 81.25 LF X 3 LB/FT = 0.12 TON)								

Subtotal for Section - 05 **$2,180.35**

Section - 06

38	06 11 16 00 0168		LF	2" x 4" Wood Blocking To Steel								$570.26
					Quantity		Unit Price		Factor		Total	
				Installation	66.00	x	6.95	x	1.2432	=	570.26	
				A-2.0 - BLOCKING WITHIN WALL AT DOOR 352A FOR BARN DOOR TRACK SUPPORT. - (8 LF) A-2.0 - BLOCKING IN NEW METAL STUD WALLS FOR CASEWORK SUPPORT - (58 LF)								
39	06 16 33 00 0014		SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.								$589.26
					Quantity		Unit Price		Factor		Total	
				Installation	139.00	x	3.41	x	1.2432	=	589.26	
				A2.0 - COUNTERTOP SUBTRATE								
40	06 25 16 00 0006		SF	1/4" Plastic Faced Pegboard Tempered Hardboard								$46.93
					Quantity		Unit Price		Factor		Total	
				Installation	5.00	x	7.55	x	1.2432	=	46.93	
				A3.0 - PEG BOARD (E16) (2' WX 2.5' H = 5 SF)								
41	06 41 93 00 0002		EA	4" To 6" Long, 1/2" Diameter, Cabinet Bar Pull								$3,294.73
					Quantity		Unit Price		Factor		Total	
				Installation	70.00	x	28.07	x	1.2432	=	2,442.76	
				Demolition	70.00	x	9.79	x	1.2432	=	851.96	
				A2.0 & A7.0 - CABINET BAR PULLS								

Subtotal for Section - 06 **$4,501.18**

Section - 07

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 07

42	07 01 50 81 0009		SF	>50 To 100 SF Roof Repair, Membrane Roofing								$2,297.43
					Quantity		Unit Price		Factor		Total	
				Installation	75.00	x	24.64	x	1.2432	=	2,297.43	
				M-202 KN 2 - ROOF MEMBRANE REPAIR AND FLASHING AT NEW 12"X10" EXHAUST DUCT PENETRATION.								
43	07 01 50 81 0021		LF	Mastic Sealer, 1/4" Bead At Joint For Roof Repair								$99.95
					Quantity		Unit Price		Factor		Total	
				Installation	15.00	x	5.36	x	1.2432	=	99.95	
				M-202, KN-3 – MASTIC SEALER AT ROOF PENETRATION AND EXTERIOR WEATHER HOOD TO ENSURE PROPER WEATHERPROOFING								
44	07 05 13 00 0002		EA	Up To 1 SQ, Mobilization Of Crew For Small Quantity Of Roof Work								$2,031.09
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	1,633.76	x	1.2432	=	2,031.09	
				M-202 - MOBILIZATION OF ROOFING CREW FOR NEW EXHAUST FAN ROOF PENETRATION AND ASSOCIATED MEMBRANE REPAIR.								
45	07 21 16 00 0004		SF	3-1/2" Thick, Kraft Faced, R-13 Fiberglass Flexible Insulation								$2,435.32
					Quantity		Unit Price		Factor		Total	
				Installation	1,173.00	x	1.67	x	1.2432	=	2,435.32	
				A-2.0 KN 1 – R-13 FIBERGLASS BATT INSULATION DETAIL D-1.0/4 (42' L X 14' H = 588 SF) DETAIL D-1.0/2 (65' L X 9' H = 585 SF) TOTAL = 1,173 SF								
46	07 54 23 00 0017		SF	Thermoplastic Polyolefin (TPO) Membrane Base Flashing								$834.50
					Quantity		Unit Price		Factor		Total	
				Installation	75.00	x	8.95	x	1.2432	=	834.50	
				M-202, KN-2 – FLASHING AND PATCH AT NEW 12" X 10" ROOF DUCT PENETRATION								
47	07 71 26 00 0013		LF	24 Gauge, Up To 12" Wide, KYNAR 500® Finish, Galvanized Steel Counter Flashing With Reglet								$281.71
					Quantity		Unit Price		Factor		Total	
				Installation	10.00	x	22.66	x	1.2432	=	281.71	
				FLASHING AT NEW EXHAUST FAN ROOF PENETRATION								
48	07 72 13 00 0158		EA	23-1/2" To 32" Square Outside Dimensions, 12" Height, 18 Gauge, Insulated Galvanized Steel, Adjustable Width Prefabricated Roof Curb								$1,760.68
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	1,416.25	x	1.2432	=	1,760.68	
				M-302 DETAIL 4 - ROOF CURB FOR EF-1 EXHAUST FAN								
49	07 84 43 00 0009		CLF	1/2" x 1/2" Joint, Intumescent Firestop Sealant (3M CP 25WB+)								$881.94
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	709.41	x	1.2432	=	881.94	
				FIRE CAULK EXISITNG FIRE PENETRATIONS VARIOUS LOCATIONS FOR MEP WORK								
50	07 84 43 00 0009	0106	MOD	For Up To 1.4 CLF, Add								$55.78
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	44.87	x	1.2432	=	55.78	
51	07 92 13 00 0002		CLF	1/4" x 1/4" Joint, Silicone Sealant And Caulking								$382.11
					Quantity		Unit Price		Factor		Total	
				Installation	0.84	x	365.90	x	1.2432	=	382.10	
				D-1.0 DETAIL 10 – PROVIDE 1/4" DEFLECTION GAP AT TOP OF WALL AND APPLY 1/4" x 1/4" ACOUSTICAL SEALANT AT BOTH SIDES OF TOP TRACK (42' L X 2 SIDES = 84 LF)								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 07

52	07 92 13 00 0002	0092	MOD	For Up To 6 CLF, Add									$20.55
			Installation	Quantity 0.84	x	Unit Price 19.68	x	Factor 1.2432	=	Total 20.55			
53	07 92 13 00 0005		CLF	3/8" x 3/8" Joint, Silicone Sealant And Caulking									$1,143.53
			Installation	Quantity 2.06	x	Unit Price 446.52	x	Factor 1.2432	=	Total 1,143.53			
			A-2.0 – SEALANT AT PERIMETER OF NEW DOOR FRAMES AND CASED OPENINGS (DOORS 351, 352, 352A AND 353) BOTH SIDES OF WALL - (160 LF) PERIMETER OF WINDOW W1, W2, AND W3 - (46 LF)									
54	07 92 13 00 0005	0098	MOD	For Up To 2.5 CLF, Add									$65.15
			Installation	Quantity 2.06	x	Unit Price 25.44	x	Factor 1.2432	=	Total 65.15			
55	07 92 13 00 0005	0122	MOD	For 1 Part Mildew Resistant, Add									$111.51
			Installation	Quantity 2.06	x	Unit Price 43.54	x	Factor 1.2432	=	Total 111.51			
56	07 92 13 00 0005	0123	MOD	For High-Modulus Non-Acid Curing, Add									$63.72
			Installation	Quantity 2.06	x	Unit Price 24.88	x	Factor 1.2432	=	Total 63.72			

Subtotal for Section - 07 **$12,464.97**

Section - 08

57	08 01 71 81 0023		SET	72" Track, 150 Lb. Capacity, 2 Door Sliding Door HardwareAluminum fascia track. For replacement only.									$330.59
			Installation	Quantity 1.00	x	Unit Price 265.92	x	Factor 1.2432	=	Total 330.59			
			A-2.0 - SURFACE MOUNTED SLIDING TRACK FOR DOOR 352A – TYPE C SLIDING BARN DOOR (3'-0" X 7'-0").										
58	08 05 13 00 0041		EA	Factory Prepare Wood Door (Rated Or Non-Rated) For Mortise Lockset Hardware									$429.05
			Installation	Quantity 4.00	x	Unit Price 86.28	x	Factor 1.2432	=	Total 429.05			
			A-2.0 - DOOR HARDWARE										
59	08 05 13 00 0051		EA	Removal And Reinstallation Of Door									$121.62
			Installation	Quantity 1.00	x	Unit Price 97.83	x	Factor 1.2432	=	Total 121.62			
			A-2.0 - REMOVE/REINSTALL EXISTING DOOR 350										
60	08 05 13 00 0052		EA	Removal And Reinstallation Of Metal Door Frame									$238.47
			Installation	Quantity 1.00	x	Unit Price 191.82	x	Factor 1.2432	=	Total 238.47			
			A-2.0 - REMOVE/REINSTALL EXISTING DOOR 350										
61	08 12 13 13 0177		SF	5-3/4" Deep Sidelights, 16 Gauge Frame									$2,569.12
			Installation	Quantity 14.00	x	Unit Price 147.61	x	Factor 1.2432	=	Total 2,569.12			
			A-2.0 – 2'-0" X 7'-0" SIDELITE FRAME AT DOOR 352. (2' W X 7' H = 14 SF)										
62	08 12 16 00 0004		EA	3' x 6'-8" Through 7'-2" High, 4-7/8" Deep, Aluminum Door Frame									$3,438.79
			Installation	Quantity 4.00	x	Unit Price 691.52	x	Factor 1.2432	=	Total 3,438.79			
			A-2.0 – ALUMINUM DOOR FRAMES AT DOORS 351, 352, 352A AND 353.										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
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Section - 08

63	08 14 16 00 0453	EA	2'-4" x 7' x 1-3/4" Thick, 5 Ply, Particleboard Core (PC), Birch Faced Wood Door									$399.55
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	321.39	x	1.2432	=	399.55		
			A-2.0 - (352A)									
64	08 14 16 00 0550	EA	3'-0" x 7' x 1-3/4" Thick, 5 Ply, Particleboard Core (PC), Maple Faced Wood Door									$2,808.04
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	495.63	x	1.2432	=	2,464.67		
			Demolition	4.00	x	69.05	x	1.2432	=	343.37		
			A-2.0 - WOOD DOOR FOR DOORS 351, 352, 353 AND SLIDING BARN DOOR 353A (DOOR SCHEDULE)									
65	08 51 13 00 0122	EA	>10 To 15 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)									$1,389.90
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	1,118.00	x	1.2432	=	1,389.90		
			A-2.0 – ALUMINUM WINDOW W3 (4'-6" X 3'-0").									
66	08 71 11 00 0027	PR	4-1/2" x 4-1/2" Heavy-Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$1,487.46
				Quantity		Unit Price		Factor		Total		
			Installation	8.00	x	149.56	x	1.2432	=	1,487.46		
			A-2.0 – BALL BEARING HINGES HARDWARE GROUP 1/4 - (4 HINGES PER DOOR X 4EA / 2 = 8)									
67	08 71 11 00 0422	EA	8 Wire Concealed Circuit Electric Hinge Option									$1,603.21
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	429.86	x	1.2432	=	1,603.21		
			A-2.0 – 8-WIRE ELECTRIFIED HINGE FOR ACCESS CONTROL / KEYCARD DOORS 351, 352 AND 353 PER HARDWARE GROUP 4. DOORS 351, 352, 353 = 3 DOORS × 1 ELECTRIFIED HINGE EACH = 3 EA									
68	08 71 11 00 0485	EA	3-1/2" Overall Height, Grout In, Molded Rubber Security Floor Stop (Ives FS18L)Includes drilling. Excludes Grout.									$601.31
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	120.92	x	1.2432	=	601.31		
			A-2.0 – FLOOR STOP AT EACH HINGED DOOR OPENING (DOORS 351, 352, 352A AND 353).									
69	08 71 11 00 0593	EA	4" Projection, Rigid Type, Satin Chrome Finish, Brass Wall Stop And Manual Door Holder (Ives WS20)									$300.85
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	121.00	x	1.2432	=	300.85		
			A-2.0 – WALL STOPS FOR SLIDING BARN DOOR 353A TO LIMIT TRAVEL AND PROTECT ADJACENT WALLS. ONE AT FULLY OPEN POSITION AND ONE AT FULLY CLOSED POSITION									
70	08 71 11 00 0727	EA	Satin Chrome Finish, Brass Dust Proof Strike With Plate (Ives DP2)									$87.40
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	70.30	x	1.2432	=	87.40		
			A-2.0 – STRIKE PLATE DOOR (352)									
71	08 71 11 00 1453	EA	10" x 36", 0.050" Thick, Bright Stainless Finish, Stainless Kick Plate									$976.11
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	196.29	x	1.2432	=	976.11		
			A-2.0 – KICK PLATE ON OCCUPANT SIDE OF NEW HINGED DOORS (351, 352, 352A AND 353) FOR DURABILITY IN HIGH TRAFFIC AREA.									
72	08 71 11 00 2071	EA	1" Diameter, 18" Center to Center, Satin Stainless Steel Offset Door Pulls (Ives 8190HD-18)									$530.90
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	213.52	x	1.2432	=	530.90		
			A-2.0 - CENTER-TO-CENTER SATIN STAINLESS STEEL OFFSET DOOR PULLS AT BARN DOOR. (1EA X 2 SIDES = 2EA)									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
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Section - 08

73	08 71 11 00 2271		EA	Surface Mounted Heavy-Duty Door Closer (LCN 4040XP/4041 Series)									$3,156.98
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	634.85	x	1.2432	=	3,156.98		
				A-2.0 – DOOR CLOSER AT EACH NEW HINGED DOOR (351, 352, 352A AND 353)									
74	08 71 11 00 2271	0252	MOD	For AVB (5 Lb. Per Push), Add									$32.82
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	6.60	x	1.2432	=	32.82		
75	08 71 11 00 2298		EA	Passage/Closet F36 Pre-Assembled Latchset (Corbin Russwin UT5210)Both sides always unlocked.									$2,441.84
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	1,964.16	x	1.2432	=	2,441.84		
				A-2.0 – MORTISE LATCHSET FOR DOOR 352A PER HARDWARE GROUP 1.									
76	08 71 11 00 2300		EA	Entrance/Office F41 Pre-Assembled Lockset (Corbin Russwin UT5261)Locked with key outside and push button inside.									$9,035.70
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	2,422.70	x	1.2432	=	9,035.70		
				A-2.0 – COMMERCIAL GRADE MORTISE LOCKSET FOR DOORS 351, 352 AND 353.									
77	08 71 11 00 2490		EA	24 Volt DC, Fail Secure, Stainless Steel Body Electric Strike (Von Duprin 6211)For mortise or cylindrical locks									$3,113.40
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	834.78	x	1.2432	=	3,113.40		
				A-2.0 - ELEC STRIKE									
78	08 71 11 00 2509		EA	Electrified Mortise Lock OptionExcludes the lock. This task is used in conjunction with other locks to electrify the lock.									$908.94
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	243.71	x	1.2432	=	908.94		
				A-2.0 – PROVIDE ELECTRIFIED OPTION FOR MORTISE LOCKSETS AT DOORS 351, 352 AND 353 TO INTEGRATE WITH ACCESS CONTROL SYSTEM.									
79	08 71 11 00 2516		EA	15 Amperes At 12 Volt DC, 10 Amperes At 24 Volt DC, Door Hardware Power Supply									$6,644.25
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	1,781.49	x	1.2432	=	6,644.25		
				A-2.0 –POWER SUPPLY FOR ACCESS CONTROL EQUIPMENT SERVING KEYCARD DOORS 351, 352 AND 353.									
80	08 71 11 00 2544		EA	Two 18 Gauge Wire, Door Frame To Edge Of Door Electrical Power Transfer									$2,830.13
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	758.83	x	1.2432	=	2,830.13		
				A-2.0 – DOOR LOOP POWER TRANSFER AT KEYCARD DOORS 351, 352 AND 353 AS REQUIRED TO PROTECT LOW VOLTAGE WIRING.									
81	08 72 33 00 0198		LF	1/4" Vinyl Insert, 1-1/2" Width, 1/4" Height, Standard Jamb, Heavy-Duty, Brass/Bronze Retainer, Perimeter Gasketing Weather-Strip (Pemko 290BV)									$4,147.08
					Quantity		Unit Price		Factor		Total		
				Installation	101.30	x	32.93	x	1.2432	=	4,147.08		
				SHEET A-2.0 – PERIMETER DOOR GASKETING/WEATHERSTRIP AT ALL DOORS TOTAL = (17 LF × 5 DOORS 350/351/352/353/353A) + (16.33 LF × 1 DOOR 352A) = 101.3 LF									
82	08 81 23 23 0015		SF	1/4" Thick, Tempered, Clear Float Field Installed Glass									$1,575.48
					Quantity		Unit Price		Factor		Total		
				Installation	36.50	x	34.72	x	1.2432	=	1,575.48		
				A-2.0 – GLASS AT DOOR 352 SIDELITE (W2) - (2' W X 7' H = 14 SF) W1 - (3 X 3 = 9) W3 - (4'-6" W X 3'-0" H = 13.5 SF) TOTAL = 36.5									

Contractor's Price Proposal - Detail Continues..

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Section - 08

83	08 81 23 23 0015	0280	MOD	For Glass Removal And Preparing Opening For New Glazing, Add									$606.23
			Installation	Quantity 36.50	x	Unit Price 13.36	x	Factor 1.2432	=	Total 606.23			

Subtotal for Section - 08 **$51,805.22**

Section - 09

84	09 01 20 91 0006		SF	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location. See CSI section 09 29 10 00-0001 for "Gypsum Board" repairs > 32 SF.									$11,793.99
			Installation	Quantity 740.00	x	Unit Price 12.82	x	Factor 1.2432	=	Total 11,793.99			
			A-1.0 KN 6 - PATCH ALL WALL SCARS RESULTING FROM DEMOLITION OF INTERIOR WALLS AND REMOVAL OF ELECTRICAL, DATA, AND TELEPHONE COMPONENTS. MATCH EXISTING WALL FINISH.										
85	09 01 60 91 0014		SY	Chemical Prepare Existing Concrete Floor Prior To Installation Of Flooring									$1,586.07
			Installation	Quantity 137.33	x	Unit Price 9.29	x	Factor 1.2432	=	Total 1,586.07			
			A-2.0 - PREPARE EXISTING CONCRETE FLOOR SURFACE PRIOR TO INSTALLATION OF NEW FLOORING (1,236 SF / 9 = 137.33 SY)										
86	09 01 90 52 0014		SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation									$2,079.44
			Installation	Quantity 2,655.00	x	Unit Price 0.63	x	Factor 1.2432	=	Total 2,079.44			
			A-2.0 - PREPARE EXISTING DRYWALL SURFACES INCLUDING CLEANING, MINOR REPAIRS, AND LIGHT SANDING PRIOR TO APPLICATION OF NEW PAINT FINISHES. (295' L X 9' H = 2,655 SF)										
87	09 01 90 52 0018		SF	Chemical Clean, Brush And Wash, Metal Surfaces, Surface Preparation									$67.63
			Installation	Quantity 68.00	x	Unit Price 0.80	x	Factor 1.2432	=	Total 67.63			
			A-2.0 - PREP EXISTING DOOR FRAMES (DOOR SCHEDULE) FRAMES 351, 352, 352A, 353 - (17' X 4EA = 68 SF)										
88	09 01 90 52 0018	0332	MOD	For Up To 100, Add									$39.73
			Installation	Quantity 68.00	x	Unit Price 0.47	x	Factor 1.2432	=	Total 39.73			
89	09 01 90 61 0002		SF	"Spot" Paint Drywall, Plaster, Wood And Concrete Surfaces, Per Coat									$74.09
			Installation	Quantity 40.00	x	Unit Price 1.49	x	Factor 1.2432	=	Total 74.09			
			A-2.0 – TOUCH UP EXISTING DOOR 350 INCLUDING MINOR SURFACE PREP AND SPOT PAINT TO MATCH EXISTING FINISH. (DOOR SCHEDULE)										
90	09 22 16 13 0010		SF	3-5/8" Width, 16" On Center, 20 Gauge, Non-Load Bearing, Non-Structural, Galvanized Steel Stud Framing With Tracks And Runners									$6,678.89
			Installation	Quantity 1,173.00	x	Unit Price 4.58	x	Factor 1.2432	=	Total 6,678.89			
			A-2.0 KN 1 - METAL STUD PARTITION (DETAIL D-1.0/4) (42' L X 14' H = 588 SF) A-2.0 KN 1 - METAL STUD PARTITION (DETAIL D-1.0/2) (65' L X 9' H = 585 SF) TOTAL = 1173										
91	09 22 16 13 0010	0001	MOD	For Powder-Actuated Fasteners Every 2', Add									$87.50
			Installation	Quantity 1,173.00	x	Unit Price 0.06	x	Factor 1.2432	=	Total 87.50			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 09

92	09 22 16 13 0010	0002	MOD	For Walls >10' High, Add									$672.52
			Installation	Quantity 588.00	x	Unit Price 0.92	x	Factor 1.2432	=	Total 672.52			
93	09 22 16 13 0010	0012	MOD	For >1,000, Deduct									-$699.97
			Installation	Quantity 1,173.00	x	Unit Price -0.48	x	Factor 1.2432	=	Total -699.97			
94	09 29 10 00 0009		SF	5/8" Type X Fire Rated Gypsum Board									$6,095.58
			Installation	Quantity 2,346.00	x	Unit Price 2.09	x	Factor 1.2432	=	Total 6,095.58			
			A-2.0 KN 1 – PROVIDE & INSTALL 5/8" TYPE "X" FIRE-RATED GYPSUM BOARD ON BOTH SIDES OF METAL STUD PARTITIONS PER DETAILS 2/D-1.0 AND 4/D-1.0. (1173 SF X 2 SIDES = 2346 SF)									
95	09 29 10 00 0009	0052	MOD	For Walls >10' High, Add									$87.72
			Installation	Quantity 588.00	x	Unit Price 0.12	x	Factor 1.2432	=	Total 87.72			
			DETAIL 4/D-1.0 WALLS										
96	09 29 10 00 0009	0055	MOD	For >1,536, Deduct									-$466.65
			Installation	Quantity 2,346.00	x	Unit Price -0.16	x	Factor 1.2432	=	Total -466.65			
97	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board									$581.82
			Installation	Quantity 585.00	x	Unit Price 0.80	x	Factor 1.2432	=	Total 581.82			
			A-2.0 KN 1 – TAPE, SPACKLE AND FINISH GYPSUM BOARD ON BOTH SIDES OF CEILING HEIGHT PARTITIONS (65' L X 9' H = 585 SF)										
98	09 29 10 00 0039		SF	>10' High, Walls, Tape, Spackle And Finish Gypsum BoardUse this task for the entire wall area when the wall is >10' high.									$774.86
			Installation	Quantity 588.00	x	Unit Price 1.06	x	Factor 1.2432	=	Total 774.86			
			A-2.0 KN 1 – TAPE, SPACKLE AND FINISH GYPSUM BOARD ON BOTH SIDES OF FULL HEIGHT PARTITIONS (42' L X 14' H = 588 SF)										
99	09 29 10 00 0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board									$316.27
			Installation	Quantity 160.00	x	Unit Price 1.59	x	Factor 1.2432	=	Total 316.27			
			A-2.0 - VERTICAL CORNERS TO MATCH EXISTING WALL FINISH (10EA X 9' H = 90 LF) (10EA X 7' H = 70 LF) TOTAL - 160 LF										
100	09 29 10 00 0051		LF	Corner Bead, Galvanized Steel For Gypsum Board									$817.53
			Installation	Quantity 160.00	x	Unit Price 4.11	x	Factor 1.2432	=	Total 817.53			
			A-2.0 - CORNER BEAD AT ALL NEW AND REPAIRED EXPOSED DRYWALL CORNERS. (10EA X 9' H = 90 LF) (10EA X 7' H = 70 LF) TOTAL - 160 LF										
101	09 51 13 00 0058		SF	2' x 2' x 3/4" Thick, Beveled Tegular Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong Cirrus)									$9,772.75
			Installation	Quantity 1,236.00	x	Unit Price 5.67	x	Factor 1.2432	=	Total 8,712.49			
			Demolition	1,236.00	x	0.69	x	1.2432	=	1,060.25			
			A-1.0 KN 11 - DEMOLISH (E) ACOUSTICAL CEILING PANELS - 1236 SF										
			A-4.0 – KN 2 - INSTALL NEW ACOUSTICAL CEILING PANELS - 1236 SF										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
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Section - 09

102	09 51 13 00 0058	0099	MOD	For Individual Room Quantities <495, AddFor use with projects >500 SF. Other quantity discounts would apply.										$1,336.84
					Quantity		Unit Price		Factor		Total			
			Installation		1,236.00	x	0.87	x	1.2432	=	1,336.84			
103	09 53 23 00 0004		SF	2' x 2' Grid, Hot Dipped Galvanized Steel, 15/16" T Bar Ceiling Suspension System										$5,961.99
					Quantity		Unit Price		Factor		Total			
			Installation		1,236.00	x	3.31	x	1.2432	=	5,086.13			
			Demolition		1,236.00	x	0.57	x	1.2432	=	875.86			
			A-1.0 KN 11 - DEMOLISH CEILING SUSPENSION SYSTEM - 1236 SF A-4.0 – KN 2 - PROVIDE AND INSTALL NEW 2' X 2' METAL T-BAR CEILING SUSPENSION SYSTEM - 1236 SF											
104	09 53 23 00 0004	0114	MOD	For Fastening To Concrete, Add										$2,166.60
					Quantity		Unit Price		Factor		Total			
			Installation		1,236.00	x	1.41	x	1.2432	=	2,166.60			
105	09 53 23 00 0004	0119	MOD	For Individual Room Quantities <495, AddFor use with projects >500 SF. Other quantity discounts would apply.										$553.17
					Quantity		Unit Price		Factor		Total			
			Installation		1,236.00	x	0.36	x	1.2432	=	553.17			
			ROOM 353 - 102 SF ROOM 352 A - 45 SF ROOM 351 - 143 SF ROOM 350 - 461 SF ROOM 352 - 485 SF											
106	09 53 23 00 0019		EA	>30" To 48" Compression Posts, Telescopic, With Splay Wires, Attached To Structure For Suspended Ceiling										$1,361.34
					Quantity		Unit Price		Factor		Total			
			Installation		9.00	x	97.83	x	1.2432	=	1,094.60			
			Demolition		9.00	x	23.84	x	1.2432	=	266.74			
			D-2.0 DETAIL 12 - TELESCOPIC COMPRESSION POSTS WITH SPLAY WIRES ATTACHED TO STRUCTURE FOR SUSPENDED CEILING SEISMIC RESTRAINT (1236 SF / 144 ~ 9 EA)											
107	09 53 23 00 0022		SF	Removal And Reinstallation Of 2' x 2' Or 2' x 4' Acoustical Ceiling Tile And Grid AssemblySuspension system tie wire, wall angles and bracing to remain in place.										$5,930.06
					Quantity		Unit Price		Factor		Total			
			Installation		1,500.00	x	3.18	x	1.2432	=	5,930.06			
			REMOVE/REINSTALL EXISTING - PLUMBING/ELEC LINE REWORK/MODIFICATIONS FOR WORK GOING INTO HALLWAY AND OVERHEAD ON THE FIRST FLOOR											
108	09 65 13 13 0010		LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors										$1,089.04
					Quantity		Unit Price		Factor		Total			
			Installation		150.00	x	5.84	x	1.2432	=	1,089.04			
			A-5.0 – RUBBER WALL BASE (B1) AT CARPET AREAS											
109	09 65 13 36 0017		LF	1/4" To 1/4" Material x 2-1/2", Vinyl, Wheeled Traffic Transition (Johnsonite CTA-XX-M)										$92.20
					Quantity		Unit Price		Factor		Total			
			Installation		9.00	x	8.24	x	1.2432	=	92.20			
			A-5.0 KN1 - VINYL TRANSITION STRIPS AT ALL FLOORING TRANSITIONS BETWEEN NEW VINYL, CARPET, AND EXISTING FLOOR FINISHES. (3EA X 3' L = 9 LF)											
110	09 65 13 36 0017	0142	MOD	For Up To 20, Add										$22.49
					Quantity		Unit Price		Factor		Total			
			Installation		9.00	x	2.01	x	1.2432	=	22.49			

Contractor's Price Proposal - Detail Continues..

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Section - 09

111	09 65 13 36 0037		LF	5/16" Height, "T" Frame Aluminum Edge Transition Trim (Mats Inc. ALT38)									$3,611.19
					Quantity		Unit Price		Factor		Total		
				Installation	225.00	x	12.91	x	1.2432	=	3,611.19		
				A-5.0 – METAL CAP / COVERSTRIP AT FLOORING TRANSITIONS BETWEEN NEW SHEET VINYL, CARPET TILE, AND ADJACENT FLOOR FINISHES PER PLAN.									
112	09 65 16 23 0002		SF	0.080" Overall Thickness, 0.080" Wear Layer, Homogeneous, Commercial Vinyl Sheet Flooring									$12,192.58
					Quantity		Unit Price		Factor		Total		
				Installation	798.00	x	11.57	x	1.2432	=	11,478.29		
				Demolition	798.00	x	0.72	x	1.2432	=	714.29		
				A-5.0 – INSTALL SV1 VINYL SHEET FLOORING INCLUDING INTEGRAL COVED BASE - (608' + COVE 190 = 798)									
113	09 65 16 23 0010		LF	Heat Weld Patterned Vinyl Sheet Flooring Seams									$7,261.98
					Quantity		Unit Price		Factor		Total		
				Installation	798.00	x	7.32	x	1.2432	=	7,261.98		
				A-5.0 – INSTALL SV1 VINYL SHEET FLOORING INCLUDING INTEGRAL COVED BASE - (608' + COVE 190 = 798)									
114	09 65 16 23 0012		EA	Forming Vinyl Sheet Flooring Inside/Outside Cove Corners									$721.01
					Quantity		Unit Price		Factor		Total		
				Installation	36.00	x	16.11	x	1.2432	=	721.01		
				A-5.0 – INSTALL SV1 VINYL SHEET FLOORING INCLUDING INTEGRAL COVED BASE									
115	09 68 13 00 0178		SY	PETO II 26 ECOWORX® 26 Ounce, Patterned, Nylon Carpet Tile									$5,613.64
					Quantity		Unit Price		Factor		Total		
				Installation	74.00	x	55.20	x	1.2432	=	5,078.22		
				Demolition	74.00	x	5.82	x	1.2432	=	535.42		
				A-5.0 – INSTALL 26 OZ PATTERNED CARPET TILE (C1) + REPAIR WORK - (600 SF + 10% = 660 SF / 9 = 74 SY)									
116	09 68 13 00 0178	0443	MOD	For Cushioned Backed Tile, Add									$440.66
					Quantity		Unit Price		Factor		Total		
				Installation	74.00	x	4.79	x	1.2432	=	440.66		
117	09 68 13 00 0178		SY	PETO II 26 ECOWORX® 26 Ounce, Patterned, Nylon Carpet Tile									$356.28
					Quantity		Unit Price		Factor		Total		
X	**X**			Installation	7.00	x	40.94	x	1.2432	=	356.28		
				A-5.0 - ATTIC STOCK - (60 / 9 = 7)									
118	09 68 13 00 0178	0443	MOD	For Cushioned Backed Tile, Add									$41.68
					Quantity		Unit Price		Factor		Total		
				Installation	7.00	x	4.79	x	1.2432	=	41.68		
119	09 91 23 00 0067		SF	1 Coat Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									$3,464.05
					Quantity		Unit Price		Factor		Total		
				Installation	3,240.00	x	0.86	x	1.2432	=	3,464.05		
				A-5.0 – APPLY 1 COAT PRIMER TO GYPSUM BOARD WALLS UP TO CEILING HEIGHT (360' L X 9' H = 3240 SF)									
120	09 91 23 00 0067	0259	MOD	For Orange Peel Finish, Add									$483.36
					Quantity		Unit Price		Factor		Total		
				Installation	3,240.00	x	0.12	x	1.2432	=	483.36		
121	09 91 23 00 0067	0282	MOD	For >2,500 To 5,000, Deduct									-$161.12
					Quantity		Unit Price		Factor		Total		
				Installation	3,240.00	x	-0.04	x	1.2432	=	-161.12		

Contractor's Price Proposal - Detail Continues..

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Section - 09

122	09 91 23 00 0068		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									$6,122.51
					Quantity		Unit Price		Factor		Total		
				Installation	3,240.00	x	1.52	x	1.2432	=	6,122.51		
				A-5.0 – APPLY 2 COATS INTERIOR PAINT TO GYPSUM BOARD WALLS UP TO CEILING HEIGHT (360' L X 9' H = 3240 SF)									
123	09 91 23 00 0068	0259	MOD	For Orange Peel Finish, Add									$845.87
					Quantity		Unit Price		Factor		Total		
				Installation	3,240.00	x	0.21	x	1.2432	=	845.87		
124	09 91 23 00 0068	0282	MOD	For >2,500 To 5,000, Deduct									-$322.24
					Quantity		Unit Price		Factor		Total		
				Installation	3,240.00	x	-0.08	x	1.2432	=	-322.24		
125	09 91 23 00 0253		LF	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Door Frame And Trim									$103.98
					Quantity		Unit Price		Factor		Total		
				Installation	68.00	x	1.23	x	1.2432	=	103.98		
				A-2.0 - PAINT DOOR FRAMES (DOOR SCHEDULE) FRAMES 351, 352, 352A, 353 - (17' X 4EA = 68 LF)									
126	09 91 23 00 0255		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim									$224.87
					Quantity		Unit Price		Factor		Total		
				Installation	68.00	x	2.66	x	1.2432	=	224.87		
				A-2.0 - PAINT DOOR FRAMES (DOOR SCHEDULE) FRAMES 351, 352, 352A, 353 - (17' X 4EA = 68 LF)									
127	09 91 23 00 0273		EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Wood Door									$694.97
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	93.17	x	1.2432	=	694.97		
				A-2.0 - PAINT DOORS									
128	09 91 23 00 0275		EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Wood Door									$1,243.90
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	166.76	x	1.2432	=	1,243.90		
				A-2.0 - PAINT DOORS									

Subtotal for Section - 09 **$101,812.67**

Section - 10

129	10 14 23 11 0022		EA	Up To 25 SI, Acrylic, Surface Mount, Indoor/Outdoor Signs With Braille									$97.57
					Quantity		Unit Price		Factor		Total		
		x		Installation	3.00	x	26.16	x	1.2432	=	97.57		
				A-0.4 - INSTALL ONLY – OWNER FURNISHED TACTILE SIGN (RM)									
130	10 14 23 11 0022		EA	Up To 25 SI, Acrylic, Surface Mount, Indoor/Outdoor Signs With Braille									$127.95
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	102.92	x	1.2432	=	127.95		
				A-0.4 – TACTILE EGRESS SIGNAGE (E1)									
131	10 44 13 00 0021		EA	12" x 27" x 7-3/4" Inside Dimensions, Recessed Stainless Steel Fire Extinguisher Cabinet									$754.62
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	607.00	x	1.2432	=	754.62		
				A-2.0 KN 10 – FIRE EXTINGUISHER CABINET									
132	10 44 16 13 0013		EA	20 Lb. Dry Chemical, Type ABC Portable Fire Extinguisher									$339.08
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	272.75	x	1.2432	=	339.08		
				A-2.0 KN 10 – FIRE EXTINGUISHER									

Contractor's Price Proposal - Detail Continues..

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Section - 10

133	10 51 13 00 0033		EA	15" x 18" x 72" Three Tier Institutional Or Corridor Locker								$2,278.93
					Quantity		Unit Price		Factor		Total	
				Installation	4.00	x	458.28	x	1.2432	=	2,278.93	
				A-3.0 – COMBINATION SECURED EVIDENCE LOCKER UNITS								
134	10 51 13 00 0033	0128	MOD	For 14 Gauge Doors, Add								$283.50
					Quantity		Unit Price		Factor		Total	
				Installation	4.00	x	57.01	x	1.2432	=	283.50	

Subtotal for Section - 10 **$3,881.65**

Section - 11

135	11 42 23 00 0009		EA	82-1/2" Wide x 33-1/2", Stainless Steel Scullery Sink, Triple CompartmentWith left or right table drain board extensions and 6" backsplash with 45-degree return angle, rolled edges. Separated tubs to maintain water temperature.								$8,614.18
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	6,498.67	x	1.2432	=	8,079.15	
				Demolition	1.00	x	430.37	x	1.2432	=	535.04	
				P-001 – REMOVE AND INSTALL (N) STAINLESS STEEL PHOTO PROCESSING SINK (S-1) PER PLUMBING SCHEDULE								
136	11 53 13 11 0253		EA	4' Width, Purifier® Logic® Class II, Type A2 Biosafety Cabinet (VWR 9700)								$25,750.23
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	20,712.86	x	1.2432	=	25,750.23	
				A-3.0 – NEW VARIABLE FUME HOOD (E6)								
137	11 53 13 11 0258		EA	4' Width, Base Stand For Purifier® Logic® Biosafety Cabinet (VWR)								$2,132.46
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	1,715.30	x	1.2432	=	2,132.46	
				A-3.0 – NEW VARIABLE FUME HOOD (E6)								
138	11 72 63 00 0005		EA	17 3/4" Width x 19.5" Depth x 28 7/8" Height, 1 To 10 Degrees Celsius Temperature Range, Solid Door, Undercounter Pharmaceutical Refrigerator (LabRepCo LHP-3-UR Futura)								$1,689.53
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	1,359.02	x	1.2432	=	1,689.53	
				A-3.0 - NEW MINI FRIDGE (E8)								

Subtotal for Section - 11 **$38,186.40**

Section - 12

139	12 24 13 00 0003		SF	0% Openness, Blackout, Vinyl Coated Fiberglass, Roller Window Shades								$2,980.58
					Quantity		Unit Price		Factor		Total	
				Installation	153.00	x	15.67	x	1.2432	=	2,980.58	
				A-2.0 KN 12 & 12A – PROVIDE AND INSTALL BLACKOUT ROLLER SHADE ROOMS 351 AND 352 (6EA X 24 SF = 144 SF) ROOM 350 (1EA X 9SF = 9SF) TOTAL = 153 SF								
140	12 24 13 00 0003	0033	MOD	For Installation In Concrete Or Steel, Add								$131.24
					Quantity		Unit Price		Factor		Total	
				Installation	153.00	x	0.69	x	1.2432	=	131.24	

Contractor's Price Proposal - Detail Continues..

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Section - 12

141	12 24 13 00 0175		EA	4' Wide Mecho Slimline, Regular Snaplock Fascia									$375.33
					Quantity		Unit Price		Factor		Total		
				Installation	7.00	x	43.13	x	1.2432	=	375.33		
				PROVIDE AND INSTALL 7 FASCIA COVERS FOR SHADES									
142	12 24 13 00 0175	0033	MOD	For Installation In Concrete Or Steel, Add									$26.72
					Quantity		Unit Price		Factor		Total		
				Installation	7.00	x	3.07	x	1.2432	=	26.72		
143	12 36 53 00 0092		SF	1" Thick, Black Phenolic Resin Laboratory Countertop Without Backsplash, Machined Bevel Or Radius Edges									$10,612.58
					Quantity		Unit Price		Factor		Total		
				Installation	150.00	x	56.91	x	1.2432	=	10,612.58		
				A5.0 - PHENOLIC RERSIN COUNTERTOP (SS-1)									
144	12 36 53 00 0094		LF	4" x 3/4" Thick, Black Phenolic Resin Backsplash For Laboratory Countertop									$1,401.58
					Quantity		Unit Price		Factor		Total		
				Installation	60.00	x	18.79	x	1.2432	=	1,401.58		
				A5.0 - PHENOLIC RERSIN BACKSPLASH (SS-1)									
145	12 55 23 00 0010		EA	96" Long x 50" Wide x 30" High Stainless Steel Picnic - Style Table									$4,080.72
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	3,282.43	x	1.2432	=	4,080.72		
				A-3.0 – NEW WORK BENCH (F2)									
146	12 56 53 00 0330		EA	21" Wide x 28-1/2" High x 22.3" Deep, Open, Plastic Laminate Laboratory Base Cabinet									$1,468.98
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	1,084.93	x	1.2432	=	1,348.78		
				Demolition	1.00	x	96.68	x	1.2432	=	120.19		
				A7.0 PROVIDE AND INSTALL 1 21" OPEN CABINET									
147	12 56 53 00 0333		EA	36" Wide x 28-1/2" High x 22.3" Deep, Open, Plastic Laminate Laboratory Base Cabinet									$3,586.93
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	1,324.53	x	1.2432	=	3,293.31		
				Demolition	2.00	x	118.09	x	1.2432	=	293.62		
				A7.0 PROVIDE AND INSTALL 1 36" OPEN CABINET									
148	12 56 53 00 0335		EA	48" Wide x 28-1/2" High x 22.3" Deep, Open, Plastic Laminate Laboratory Base Cabinet									$1,976.24
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	1,459.47	x	1.2432	=	1,814.41		
				Demolition	1.00	x	130.17	x	1.2432	=	161.83		
				A7.0 PROVIDE AND INSTALL1 48" OPEN CABINET									
149	12 56 53 00 0345		EA	18" Wide x 28-1/2" High x 22.3" Deep, 3 Drawer, Plastic Laminate Laboratory Base Cabinet									$10,202.99
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	1,883.73	x	1.2432	=	9,367.41		
				Demolition	4.00	x	168.03	x	1.2432	=	835.58		
				A7.0 PROVIDE AND INSTALL 4 18" CABINETS WITH DRAWERS									
150	12 56 53 00 0355		EA	24" Wide x 28-1/2" High x 22.3" Deep, Combination Door/Drawer, Plastic Laminate Laboratory Base Cabinet									$2,167.21
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	1,622.98	x	1.2432	=	2,017.69		
				Demolition	1.00	x	120.27	x	1.2432	=	149.52		
				A7.0 PROVIDE AND INSTALL 1 24" CABINETS WITH DRAWERS									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
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Section - 12

151	12 56 53 00 0356		EA	30" Wide x 28-1/2" High x 22.3" Deep, Combination Door/Drawer, Plastic Laminate Laboratory Base Cabinet								$12,690.59
					Quantity		Unit Price		Factor		Total	
				Installation	4.00	x	2,343.10	x	1.2432	=	11,651.77	
				Demolition	4.00	x	208.90	x	1.2432	=	1,038.82	
				A7.0 PROVIDE AND INSTALL 4 30" CABINETS WITH DRAWERS								
152	12 56 53 00 0357		EA	36" Wide x 28-1/2" High x 22.3" Deep, Combination Door/Drawer, Plastic Laminate Laboratory Base Cabinet								$10,224.10
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	2,516.91	x	1.2432	=	9,387.07	
				Demolition	3.00	x	224.43	x	1.2432	=	837.03	
				A7.0 PROVIDE AND INSTALL 3 36" CABINETS WITH DRAWERS								
153	12 56 53 00 0359		EA	48" Wide x 28-1/2" High x 22.3" Deep, Combination Door/Drawer, Plastic Laminate Laboratory Base Cabinet								$3,661.27
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	2,703.92	x	1.2432	=	3,361.51	
				Demolition	1.00	x	241.12	x	1.2432	=	299.76	
				A7.0 PROVIDE AND INSTALL 1 48" BASE CABINET								
154	12 56 53 00 0413		EA	18" Wide x 30.6" High x 16" Deep, Solid Swinging Door, Plastic Laminate Laboratory Wall Cabinet								$47,696.81
					Quantity		Unit Price		Factor		Total	
				Installation	24.00	x	1,467.73	x	1.2432	=	43,792.37	
				Demolition	24.00	x	130.86	x	1.2432	=	3,904.44	
				A7.0 PROVIDE AND INSTALL 15 18" CABINETS PROVIDE AND INSTALL 9 CABINETS FOR FULL HEIGHT ASSEMBLY								
155	12 56 53 00 0413	0035	MOD	For 36" Height Cabinet, Add								$6,656.89
					Quantity		Unit Price		Factor		Total	
				Installation	24.00	x	223.11	x	1.2432	=	6,656.89	
156	12 56 53 00 0415		EA	24" Wide x 30.6" High x 16" Deep, Solid Swinging Door, Plastic Laminate Laboratory Wall Cabinet								$2,132.73
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	1,575.11	x	1.2432	=	1,958.18	
				Demolition	1.00	x	140.41	x	1.2432	=	174.56	
				A7.0 PROVIDE AND INSTALL 1 24" CABINET								
157	12 56 53 00 0415	0035	MOD	For 36" Height Cabinet, Add								$297.67
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	239.44	x	1.2432	=	297.67	

Subtotal for Section - 12 **$122,371.16**

Section - 13

158	13 48 53 00 0002		EA	4-Bolt Deck Anchor Connection For Seismic BraceIncludes drilling into concrete, bolts, anchor plate, seismic bracket attached with bolt, nut and washer.								$17,808.86
					Quantity		Unit Price		Factor		Total	
				Installation	86.00	x	166.57	x	1.2432	=	17,808.86	
				ANCHOR EXHAUST FAN EQUIPMENT CURB TO STRUCTURAL DECK - 1 EA SEISMIC BRACING AND RESTRAINT FOR ALL NEW AND MODIFIED SUSPENDED MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS - 85 EA								
159	13 48 53 00 0006		EA	2 Channel Seismic Brace With Center Threaded Rod StiffenerIncludes seismic bracket, bolts, and channel for attachment to ceiling anchor. Excludes deck anchors.								$35,827.03
					Quantity		Unit Price		Factor		Total	
				Installation	85.00	x	339.04	x	1.2432	=	35,827.03	
				SEISMIC BRACING AND RESTRAINT FOR ALL NEW AND MODIFIED SUSPENDED MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS - 85 EA								

Contractor's Price Proposal - Detail Continues..

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Subtotal for Section - 13 **$53,635.89**

Section - 21

160	21 01 10 91 0004		EA	Relocate >4 To 10 Existing Sprinkler Heads And Branch PipingTo adjust or swing existing sprinkler heads to different ceiling grid configuration or location .								$1,794.93
				Installation	Quantity 10.00	x	Unit Price 144.38	x	Factor 1.2432	=	Total 1,794.93	
				RELOCATE EXISTING FIRE SPRINKLER BRANCH LINES ASSOCIATES WITH NEW HEADS/CONFIGURATION								
161	21 01 30 91 0010		EA	Hydrostatic Testing, All Sizes, All AgentsSee CSI section 23 05 93 00-0046 for testing existing piping systems.								$598.35
				Installation	Quantity 10.00	x	Unit Price 48.13	x	Factor 1.2432	=	Total 598.35	
				FIRE SPRINKLER MODIFICATIONS - TESTING EXISTING SYSTEM								
162	21 01 30 91 0011		EA	Disarm/Arm System								$209.40
				Installation	Quantity 2.00	x	Unit Price 84.22	x	Factor 1.2432	=	Total 209.40	
				TEMPORARY SHUTDOWN AND REACTIVATION OF FIRE SPRINKLER SYSTEM DURING INSTALLATION OF NEW SPRINKLER HEADS.								
163	21 13 13 00 0007		EA	Concealed Piping, Ordinary Hazard, Per Head, Complete Wet-Pipe Sprinkler System AssemblyIncludes branch pipe and fittings , supports and sprinkler heads with flat or conical escutcheon.								$11,086.36
				Installation	Quantity 10.00	x	Unit Price 891.76	x	Factor 1.2432	=	Total 11,086.36	
				NEW FIRE SPRINKLER HEADS								
164	21 13 13 00 0007	0005	MOD	For Copper Pipe, Add								$1,314.56
				Installation	Quantity 10.00	x	Unit Price 105.74	x	Factor 1.2432	=	Total 1,314.56	
165	21 13 13 00 0007	0008	MOD	For >5 To 10, Add								$3,262.53
				Installation	Quantity 10.00	x	Unit Price 262.43	x	Factor 1.2432	=	Total 3,262.53	
166	21 13 13 00 0007	0038	MOD	For Work In Restricted Working Space, Add								$2,090.57
				Installation	Quantity 10.00	x	Unit Price 168.16	x	Factor 1.2432	=	Total 2,090.57	

Subtotal for Section - 21 **$20,356.70**

Section - 22

167	22 01 10 61 0033		EA	4-7/8" Diameter, 1/4" Thick, Cast Iron Drain Cover Replacement								$72.50
				Installation	Quantity 1.00	x	Unit Price 58.32	x	Factor 1.2432	=	Total 72.50	
				A-2.0 KN-11 – NEW DRAIN COVER FLUSH WITH FINISHED FLOOR.								
168	22 05 23 00 0040		EA	3/4" Diameter, Crimped Bronze, 200 PSI, Full Port, Lever Ball Valve								$357.94
				Installation	Quantity 4.00	x	Unit Price 71.98	x	Factor 1.2432	=	Total 357.94	
				P-001 – BALL VALVES (2 FOR S-1 AND 2 FOR EEW-1, HOT AND COLD)								
169	22 07 19 00 0030		LF	3/4" Diameter Pipe, 1-1/2" Thick, Fiberglass Insulation With All Service Jacket								$948.56
				Installation	Quantity 50.00	x	Unit Price 15.26	x	Factor 1.2432	=	Total 948.56	
				M-201 KN 12 & - PIPE INSULATION FOR 3/4" HOT WATER SUPPLY AND RETURN PIPING SERVING SSV-1								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 22

170	22 11 16 00 0622		EA	3/4" Diameter, Copper Cap								$109.71
					Quantity		Unit Price		Factor		Total	
				Installation	5.00	x	17.65	x	1.2432	=	109.71	
				P-101 - CAP TO PERMANENTLY TERMINATE EXISTING WATER LINE								
171	22 11 16 00 0773		EA	3/4" Diameter, Cut And Prepare Existing In Place Copper Pipe								$113.39
					Quantity		Unit Price		Factor		Total	
				Installation	7.00	x	13.03	x	1.2432	=	113.39	
				P-101 - CUT AND PREP EXISTING 3/4" COPPER WATER LINE								
172	22 11 16 00 0916		LF	3/4" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.								$2,492.67
					Quantity		Unit Price		Factor		Total	
				Installation	60.00	x	27.92	x	1.2432	=	2,082.61	
				Demolition	76.00	x	4.34	x	1.2432	=	410.06	
				P-201 – CW/HW FROM EXISTING MAIN ABOVE CEILING, DROP IN WALL TO SERVE S-1 AND EEW-1 - (30' CW + 30' HW = 60 LF) P-101 – REMOVE EXISTING 3/4" CW/HW PIPING - (43' CW + 33' HW = 76 LF)								
173	22 11 16 00 0916	0127	MOD	For Work In Restricted Working Space, Add								$0.00
					Quantity		Unit Price		Factor		Total	
				Installation	0.00	x	6.41	x	1.2432	=	0.00	
				ABOVE CEILING AND WITHIN CABINET								
174	22 11 19 00 0095		EA	Up To 11 Fixture Unit Capacity, 1/2" M.P.T Brass Connection, Copper Body, Piston Type Water Hammer Arrestor (MI Fab MWH-A)								$502.18
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	201.97	x	1.2432	=	502.18	
				P-001 PLUMBING NOTE 8 – WATER HAMMER ARRESTORS AT S-1 AND EEW-1								
175	22 11 19 00 0113		EA	3/4" IPS, Chrome Plated Brass Escutcheon With Setscrew								$127.70
					Quantity		Unit Price		Factor		Total	
				Installation	4.00	x	25.68	x	1.2432	=	127.70	
				P-001 - ESCUTCHEONS AT ALL HOT AND COLD WATER WALL PENETRATIONS FOR S-1 AND EEW-1.								
176	22 11 19 00 0118		EA	2" IPS, Chrome Plated Brass Escutcheon With Setscrew								$106.17
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	42.70	x	1.2432	=	106.17	
				P-001 - ESCUTCHEONS AT ALL SANITARY WASTE WALL PENETRATIONS FOR S-1 AND EEW-1.								
177	22 11 19 00 0229		EA	3/4" Diameter Inlets, 3/4" Diameter Outlet, 25 GPM Thermostatic Mixing Valve (Bradley S59-2025)								$2,013.31
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	1,619.46	x	1.2432	=	2,013.31	
				P-001 – MIXING VALVE FOR EEW-1								
178	22 13 16 00 0011		LF	1-1/2" Diameter, Aboveground No Hub Cast Iron Soil Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.								$929.03
					Quantity		Unit Price		Factor		Total	
				Installation	15.00	x	35.59	x	1.2432	=	663.68	
				Demolition	32.00	x	6.67	x	1.2432	=	265.35	
				P-201 - NEW VENT PIPE IN WALL AND ABOVE CEILING - (15 LF) P-101 – REMOVE EXISTING 1-1/2" VENT PIPING IN WALL AND ABOVE CEILING AS REQUIRED FOR NEW WORK - (32 LF)								
179	22 13 16 00 0011	0111	MOD	For Work In Restricted Working Space, Add								$109.09
					Quantity		Unit Price		Factor		Total	
				Installation	15.00	x	5.85	x	1.2432	=	109.09	

Contractor's Price Proposal - Detail Continues..

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Section - 22

180	22 13 16 00 0013		LF	3" Diameter, Aboveground No Hub Cast Iron Soil Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.										$731.50
					Quantity		Unit Price		Factor		Total			
				Installation	10.00	x	48.51	x	1.2432	=	603.08			
				Demolition	10.00	x	10.33	x	1.2432	=	128.42			
				P-201 – SANITARY PIPING FROM S-1 AND EEW-1 TO EXISTING WASTE POC P-101 – REMOVE EXISTING SANITARY PIPING SERVING (E) SINK AND EMERGENCY SHOWE AND FLOOR DRAINS. REMOVE TO NEAREST POC AND CAP										
181	22 13 16 00 0013	0111	MOD	For Work In Restricted Working Space, Add										$95.85
					Quantity		Unit Price		Factor		Total			
				Installation	10.00	x	7.71	x	1.2432	=	95.85			
182	22 13 16 00 0339		EA	3" No Hub Cast Iron Combination Wye And 1/8 Bend										$363.59
					Quantity		Unit Price		Factor		Total			
				Installation	2.00	x	146.23	x	1.2432	=	363.59			
				P-201 – CLEANOUT ASSEMBLY										
183	22 13 16 00 0408		EA	3" No Hub Cast Iron Cleanout Plug										$169.70
					Quantity		Unit Price		Factor		Total			
				Installation	2.00	x	68.25	x	1.2432	=	169.70			
				P-101 - CUT AND DISCONNECT EXISTING 3" CAST IRON SANITARY WASTE LINE										
184	22 13 16 00 0408	0110	MOD	For Below Ground Installation, Add										$6.74
					Quantity		Unit Price		Factor		Total			
				Installation	2.00	x	2.71	x	1.2432	=	6.74			
185	22 13 16 00 0408	0111	MOD	For Work In Restricted Working Space, Add										$40.40
					Quantity		Unit Price		Factor		Total			
				Installation	2.00	x	16.25	x	1.2432	=	40.40			
186	22 13 16 00 0440		EA	1-1/2" No Hub Cast Iron Blind Plug										$149.38
					Quantity		Unit Price		Factor		Total			
				Installation	4.00	x	30.04	x	1.2432	=	149.38			
				P-101 - BLIND PLUGS TO PERMANENTLY TERMINATE EXISTING VENT PIPING										
187	22 13 16 00 0442		EA	3" No Hub Cast Iron Blind Plug										$98.59
					Quantity		Unit Price		Factor		Total			
				Installation	2.00	x	39.65	x	1.2432	=	98.59			
				P-101 - CAP W PIPE										
188	22 13 16 00 0442	0110	MOD	For Below Ground Installation, Add										$3.36
					Quantity		Unit Price		Factor		Total			
				Installation	2.00	x	1.35	x	1.2432	=	3.36			
189	22 13 16 00 0442	0111	MOD	For Work In Restricted Working Space, Add										$20.21
					Quantity		Unit Price		Factor		Total			
				Installation	2.00	x	8.13	x	1.2432	=	20.21			
190	22 13 16 00 0449		EA	2" No Hub Cast Iron P-Trap										$130.41
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	73.36	x	1.2432	=	91.20			
				Demolition	1.00	x	31.54	x	1.2432	=	39.21			
				P-201 – NEW 2" P-TRAP FOR S-1 PHOTO PROCESSING SINK AND REMOVE EXISTING.										
191	22 13 16 00 0449	0111	MOD	For Work In Restricted Working Space, Add										$17.63
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	14.18	x	1.2432	=	17.63			

Contractor's Price Proposal - Detail Continues..

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Section - 22

192	22 13 16 00 0489		EA	Cut And Prepare, Existing In-Place 1-1/2" Diameter Cast Iron Pipe, No Hub									$67.44
					Quantity		Unit Price		Factor		Total		
				Installation	5.00	x	10.85	x	1.2432	=	67.44		
				P-101 - CUT AND PREP EXISTING VENT PIPING ABOVE T-BAR CEILING FOR NEW POC CONNECTION AND REQUIRED CAPS.									
193	22 13 16 00 0489	0111	MOD	For Work In Restricted Working Space, Add									$20.26
					Quantity		Unit Price		Factor		Total		
				Installation	5.00	x	3.26	x	1.2432	=	20.26		
194	22 13 16 00 0491		EA	Cut And Prepare, Existing In-Place 3" Diameter Cast Iron Pipe, No Hub									$108.01
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	14.48	x	1.2432	=	108.01		
				P-101 - CLEANOUT PLUG TO CAP EXISTING SANITARY LINE									
195	22 13 16 00 0491	0111	MOD	For Work In Restricted Working Space, Add									$32.37
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	4.34	x	1.2432	=	32.37		
196	22 13 19 13 0029		EA	6" x 6" Floor Drain With 3" Bottom Outlet, Nikaloy Top									$368.39
					Quantity		Unit Price		Factor		Total		
				Installation	0.00	x	1,110.30	x	1.2432	=	0.00		
				Demolition	2.00	x	148.16	x	1.2432	=	368.39		
				P-101 - REMOVE EXISTING 6" x 6" FLOOR DRAIN									
197	22 13 19 13 0139		EA	3" Quad Close Trap Seal, For Drain Body Or Strainer Throat (JRSmith 2692-03)Prevents emission of sewer gases.									$218.77
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	175.97	x	1.2432	=	218.77		
				P-201 KN 1 – TRAP SEAL AT EXISTING FLOOR DRAIN									
198	22 42 39 00 0118		EA	8" Spout Wall Mount Service Sink, Wrist Blade Handles (Chicago 445-L8ABCP)									$1,059.17
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	704.25	x	1.2432	=	875.52		
				Demolition	1.00	x	147.72	x	1.2432	=	183.65		
				P-001 - SINK FAUCET									
199	22 45 16 00 0017		EA	Swing-Down, Auto Flow, All-Stainless Steel, Emergency Eye Wash, Wall Mounted (WaterSaver EW898)									$4,643.18
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	3,734.86	x	1.2432	=	4,643.18		
				P-201 – INSTALL (N) EMERGENCY EYE/FACE WASH (EEW-1)									

Subtotal for Section - 22 **$16,227.20**

Section - 23

200	23 01 20 91 0031		LF	Up To 1", Water/Chlorine Pipe Disinfection/Flush/Testing									$143.22
					Quantity		Unit Price		Factor		Total		
				Installation	60.00	x	1.92	x	1.2432	=	143.22		
				P-001 NOTE 17 - WATER/CHLORINE DISINFECTION NEW 3/4" DOMESTIC WATER PIPIN									

Contractor's Price Proposal - Detail Continues..

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Section - 23

201	23 01 20 91 0040	EA	Shut Down Existing Interior Piping SystemIncludes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.								$943.74
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	253.04	x	1.2432	=	943.74	
			M-201 KN 12 – SHUT DOWN, DRAIN AND ISOLATE EXISTING HOT WATER PIPING SERVING VAV-77 TO PERFORM 3/4" SUPPLY AND RETURN TIE-IN FOR NEW SVV-1 REHEAT COIL. P-001 - (2) SEPARATE SHUTDOWNS OF EXISTING INTERIOR DOMESTIC WATER PIPING SYSTEM TO ACCOMMODATE PLUMBING MODIFICATIONS.								
202	23 01 30 51 0029	EA	Minimum Set-up Charge For Cleaning Of DuctworkFor projects where the total charges are less than the minimum set-up charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.								$1,189.78
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	957.03	x	1.2432	=	1,189.78	
			M-101 GN 8 - CLEAN EXISTING DUCTWORK								
203	23 05 19 00 0143	EA	10" Butt Weld, Carbon Steel, Venturi Flowmeter								$28,704.01
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	7,696.27	x	1.2432	=	28,704.01	
			M-201 NOTE 3 PROVIDE AND INSTALL (3) NEW VENTURI VALVE ASSSEMBLIES								
204	23 05 23 00 0135	EA	3/4" Diameter Threaded Or Sweated, 3-Way, 125 Lb., Regular Port, Carbon Steel Trim, Brass Body, Ball Valve								$314.73
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	126.58	x	1.2432	=	314.73	
			M-201 KN 12 – BALL VALVES ON HOT WATER SUPPLY AND RETURN PIPING SERVING SVV-1 REHEAT COIL.								
205	23 05 48 13 0006	EA	To 770 Lb. Housed Hot Dipped Galvanized Steel Spring Isolator, 1" Deflection								$1,310.93
				Quantity		Unit Price		Factor		Total	
			Installation	4.00	x	263.62	x	1.2432	=	1,310.93	
			M-002 EF-1 – DEFLECTION SPRING ISOLATORS FOR EXHAUST FAN (EF-1)								
206	23 05 48 13 0238	EA	3/4" Diameter x 18" Long, Flexible Hose Connectors, Braided Metal Hose, Bronze, MPT Connection								$177.01
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	71.19	x	1.2432	=	177.01	
			M-201 KN 12 - CONNECTORS AT HOT WATER COIL CONNECTIONS FOR VIBRATION ISOLATION AND SERVICEABILITY.								
207	23 05 53 00 0023	EA	3/4" Outside Diameter Press-Sensitive Marker Stick-on With Arrow Tape Over Insulation								$74.59
				Quantity		Unit Price		Factor		Total	
			Installation	4.00	x	15.00	x	1.2432	=	74.59	
			M-201 KN 12 –PIPE IDENTIFICATION MARKERS WITH DIRECTIONAL ARROWS ON NEW 3/4" HOT WATER SUPPLY AND RETURN PIPING SERVING SVV-1.								
208	23 05 93 00 0002	EA	Balancing Centrifugal Fans								$659.77
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	530.70	x	1.2432	=	659.77	
			M-001 – TEST AND BALANCE EXHAUST FAN EF-1 TO SCHEDULED AIRFLOW AND PROVIDE FINAL TAB REPORT								
209	23 05 93 00 0015	EA	Balancing HVAC Duct System, Ceiling Height To 12' Supply, Return, Exhaust, Register And Diffuser								$3,216.16
				Quantity		Unit Price		Factor		Total	
			Installation	26.00	x	99.50	x	1.2432	=	3,216.16	
			M-001 – TESTING, ADJUSTING, AND BALANCING (TAB) OF HVAC DUCT SYSTEM (SUPPLY, RETURN, AND EXHAUST) - PRE + POST								

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210	23 05 93 00 0018	EA	Balance Variable Air Volume Box								$929.22
				Quantity		Unit Price		Factor		Total	
			Installation	8.00	x	93.43	x	1.2432	=	929.22	
			M-001 – TEST AND BALANCE AIR TERMINAL/VAV DEVICES (VAV-77, SVV-1, GVV-1, FVV-1) - PRE + POST								
211	23 05 93 00 0022	EA	Balance General Hood								$824.71
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	331.69	x	1.2432	=	824.71	
			M-001 – TEST AND BALANCE HOOD EXHAUST SYSTEM TO DESIGN AIRFLOW AND VERIFY NO VISIBLE LEAKS - PRE + POST								
212	23 05 93 00 0075	EA	Up To 100', Up To 1-1/2" Piping, Hydrostatic Testing								$1,973.75
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	793.82	x	1.2432	=	1,973.75	
			P-001 – PRELIMINARY HYDROSTATIC PRESSURE TEST ON NEW DOMESTIC WATER PIPING (3/4" CW/HW)								
213	23 05 93 00 0075	EA	Up To 100', Up To 1-1/2" Piping, Hydrostatic Testing								$1,973.75
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	793.82	x	1.2432	=	1,973.75	
			M-201 KN 12 – HYDROSTATIC TESTING OF NEW 3/4" HOT WATER SUPPLY AND RETURN PIPING SERVING SVV-1 PRIOR TO FINAL CONNECTION AND INSULATION.								
214	23 07 13 00 0014	SF	1-1/2" Thick, Type 150, 1.5 Lb./CF, FSK Fiber Glass Duct Wrap Insulation								$3,595.60
				Quantity		Unit Price		Factor		Total	
			Installation	325.70	x	8.88	x	1.2432	=	3,595.60	
			M-001 - DUCT WRAP INSULATION ON ALL NEW SUPPLY DUCTWORK								
215	23 09 23 11 0003	EA	3/4" Diameter, 2-Way Bronze Globe Valve With Actuator (Belimo G220+NV24-MFT US)								$1,081.53
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	869.96	x	1.2432	=	1,081.53	
			M-201 - HOT WATER CONTROL FOR SSV-1 REHEAT COIL.								
216	23 09 23 11 0075	EA	24 Volt AC/DC Power Supply, On/Off Control Input, 2.5 Seconds Run Time, 35 IN-Lb., Direct Coupled, Non-Spring Return, Valve Actuator (Belimo LRQX24-1)								$948.54
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	762.98	x	1.2432	=	948.54	
			M-201 KN 12 – 24V DIRECT COUPLED ACTUATOR FOR 3/4" HOT WATER CONTROL VALVE SERVING SVV-1 REHEAT COIL PER CONTROL SEQUENCE.								
217	23 09 23 27 0013	EA	Delta Style Surface Mounted 10K Ohm Thermistor Room Temperature Sensor (Kele BA/10K3-R-N-DF)								$245.22
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	155.35	x	1.2432	=	193.13	
			Demolition	1.00	x	41.90	x	1.2432	=	52.09	
			M-201 KN 11 - WALL MOUNTED TEMPERATURE SENSOR FOR VAV CONTROL								
218	23 09 23 53 0004	HR	EMCS Engineering Project Management								$3,011.53
				Quantity		Unit Price		Factor		Total	
			Installation	10.00	x	242.24	x	1.2432	=	3,011.53	
			M-001– PROVIDE EMCS PROJECT MANAGEMENT FOR MODIFICATION OF EXISTING BMS/DDC SYSTEM TO ACCOMMODATE NEW VENTURI VALVE AND ASSOCIATED VAV TERMINALS.								
219	23 09 23 53 0005	HR	EMCS System Engineering, Schematic Design And Layout								$3,809.12
				Quantity		Unit Price		Factor		Total	
			Installation	12.00	x	255.33	x	1.2432	=	3,809.12	
			M-001 – PROVIDE SYSTEM ENGINEERING AND CONTROL SCHEMATIC MODIFICATIONS FOR NEW VENTURI VALVE, VAV TERMINALS, AND ASSOCIATED FIELD DEVICES.								

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220	23 09 23 53 0006	HR	EMCS System Software Programming And Graphics Programming								$6,251.11
		Installation	Quantity		Unit Price		Factor		Total		
			24.00	x	209.51	x	1.2432	=	6,251.11		
		M-001– PROGRAMMING OF FUME HOOD VAV (FVV-1), SASH POSITION INPUT, STATIC PRESSURE RESET, ALARM SETPOINTS, GRAPHICS GENERATION AND BAS INTEGRATION.									
221	23 09 23 53 0009	HR	EMCS On Site System Diagnostics Field Technician								$4,688.16
		Installation	Quantity		Unit Price		Factor		Total		
			16.00	x	235.69	x	1.2432	=	4,688.16		
		M-001– PROVIDE FIELD COMMISSIONING, POINT-TO-POINT CHECKOUT, STARTUP ASSISTANCE, AND SYSTEM DIAGNOSTICS FOR MODIFIED EMCS COMPONENTS. 1 DAY START UP 1 DAY FINAL COMMISSIONING									
222	23 09 23 53 0018	PNT	EMCS Field Checkout And StartupPriced per point.								$2,564.77
		Installation	Quantity		Unit Price		Factor		Total		
			12.00	x	171.92	x	1.2432	=	2,564.77		
		FIELD CHECKOUT AND STARTUP PER CONTROL POINT FOR FUME HOOD VAV SYSTEM. POINT COUNT: 4 AI + 2 AO + 3 BO + 2 BI + 1 BAS COMMUNICATION = 12 TOTAL POINTS.									
223	23 09 23 53 0019	PNT	EMCS Field CommissioningPriced per point.								$2,564.77
		Installation	Quantity		Unit Price		Factor		Total		
			12.00	x	171.92	x	1.2432	=	2,564.77		
		FIELD COMMISSIONING PER CONTROL POINT FOR FUME HOOD VAV SYSTEM. POINT COUNT: 4 AI + 2 AO + 3 BO + 2 BI + 1 BAS COMMUNICATION = 12 TOTAL POINTS.									
224	23 09 23 53 0052	EA	4 Universal Inputs, 5 Binary Outputs, 2 Analog Outputs, Single- Duct VAV Controller (Alerton VAV-SD2A)								$3,239.21
		Installation	Quantity		Unit Price		Factor		Total		
			1.00	x	2,605.54	x	1.2432	=	3,239.21		
		BACNET SINGLE-DUCT VAV CONTROLLER FOR FVV-1 FUME EXHAUST VALVE									
225	23 09 23 53 0278	EA	Scheduling Program, HVAC (AHU, RTU, AC Units, etc.) Programming Measures								$6,511.40
		Installation	Quantity		Unit Price		Factor		Total		
			1.00	x	5,237.61	x	1.2432	=	6,511.40		
		M-001– PROVIDE EMCS PROJECT MANAGEMENT FOR MODIFICATION OF EXISTING BMS/DDC SYSTEM TO ACCOMMODATE NEW VENTURI VALVE AND ASSOCIATED VAV TERMINALS.									
226	23 09 23 53 0282	EA	Economizer Dual-Max Program, HVAC (AHU, RTU, AC Units, etc.) Programming Measures								$3,255.70
		Installation	Quantity		Unit Price		Factor		Total		
			1.00	x	2,618.81	x	1.2432	=	3,255.70		
		M-001– PROVIDE EMCS PROJECT MANAGEMENT FOR MODIFICATION OF EXISTING BMS/DDC SYSTEM TO ACCOMMODATE NEW VENTURI VALVE AND ASSOCIATED VAV TERMINALS.									
227	23 09 23 53 0283	EA	Demand Controlled Ventilation Program, HVAC (AHU, RTU, AC Units, etc.) Programming Measures								$1,627.85
		Installation	Quantity		Unit Price		Factor		Total		
			1.00	x	1,309.40	x	1.2432	=	1,627.85		
		M-001– PROVIDE EMCS PROJECT MANAGEMENT FOR MODIFICATION OF EXISTING BMS/DDC SYSTEM TO ACCOMMODATE NEW VENTURI VALVE AND ASSOCIATED VAV TERMINALS.									
228	23 09 23 53 0543	EA	6 AI, 8 DI, 4 AO, 9 DO, 9 Relays, BACnet Communications Card With Integral Display, Extended Temperature Range Master Controllers (Johnson Controls LP-FX16X54-000C)								$3,929.64
		Installation	Quantity		Unit Price		Factor		Total		
			1.00	x	3,160.91	x	1.2432	=	3,929.64		
		PROVIDE (1) FULLY PROGRAMMABLE BACNET HVAC CONTROLLER WITH INTEGRAL DISPLAY (PACE Controller)									

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229	23 09 23 53 0716		EA	Air Differential Pressure Sensor, 1%, 0-5", 4-20MA (Siemens QBM3100U5)									$433.21
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	348.46	x	1.2432	=	433.21		
				M-002 - UCT MOUNTED DIFFERENTIAL STATIC PRESSURE SENSOR FOR EF-FL1 EXHAUST FAN CONTROL									
230	23 21 13 23 0004		LF	3/4" Schedule 40 Threaded Black Steel Pipe With 150 Lb. Malleable Iron Fitting AssemblyIncludes all hangers and all fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.									$1,425.33
					Quantity		Unit Price		Factor		Total		
				Installation	50.00	x	22.93	x	1.2432	=	1,425.33		
				M-201 KN 12 - HOT WATER SUPPLY AND RETURN PIPING SERVING SSV-1 (25 LF X 2 SUPPLY/RETURN = 50 LF)									
231	23 21 16 00 0665		EA	Up To 1/2" Manual Air Vent Bleed Plug Valve									$103.45
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	83.21	x	1.2432	=	103.45		
				M-201 KN 12 – AIR VENT AT HIGH POINT OF NEW 3/4" HOT WATER SUPPLY AND RETURN PIPING SERVING SVV-1 REHEAT COIL FOR SYSTEM AIR BLEEDING.									
232	23 31 13 13 0003		LB	Seal Class C, Rectangular Or Square, Galvanized Steel Sheet Metal Ductwork									$1,048.02
					Quantity		Unit Price		Factor		Total		
				Installation	50.00	x	13.34	x	1.2432	=	829.21		
				Demolition	50.00	x	3.52	x	1.2432	=	218.80		
				M-201 KN 5 # M-101 KN 7 - DEMOLISH EXISTING AND INSTALL NEW 3" X 16" DUCT FROM NEW PHOTO WASH SINK UP TO CEILING, CONNECT TO EXISTING 8" X 6" EXHAUST DUCT (10 LF × 5 LB/LF = 50 LB)									
233	23 31 13 13 0003	0079	MOD	For Up To 200, Add									$295.26
					Quantity		Unit Price		Factor		Total		
				Installation	50.00	x	4.75	x	1.2432	=	295.26		
234	23 31 13 13 0003	0084	MOD	For Work In Restricted Working Space, Add									$202.02
					Quantity		Unit Price		Factor		Total		
				Installation	50.00	x	3.25	x	1.2432	=	202.02		
235	23 31 13 13 0003	0737	MOD	For Elevated Installation >10' To 15', Add									$40.40
					Quantity		Unit Price		Factor		Total		
				Installation	50.00	x	0.65	x	1.2432	=	40.40		
236	23 31 13 13 0011		LB	Seal Class C, Type 304, Stainless Steel Sheet Metal Ductwork									$1,255.76
					Quantity		Unit Price		Factor		Total		
				Installation	42.00	x	19.36	x	1.2432	=	1,010.87		
				Demolition	42.00	x	4.69	x	1.2432	=	244.89		
				M-201 KN 4 M-101 KN 6 – REMOVE AND INSTALL NEW 10" STAINLESS STEEL EXHAUST DUCT FROM NEW HOOD COLLAR TO VENTURI VALVE (6 LF X 7 LB/LF = 42 LB)									
237	23 31 13 13 0011	0084	MOD	For Work In Restricted Working Space, Add									$206.25
					Quantity		Unit Price		Factor		Total		
				Installation	42.00	x	3.95	x	1.2432	=	206.25		
238	23 31 13 13 0011	0093	MOD	For Welded Seams, Add									$359.76
					Quantity		Unit Price		Factor		Total		
				Installation	42.00	x	6.89	x	1.2432	=	359.76		
239	23 31 13 13 0011	0097	MOD	For Up To 200, Add									$400.48
					Quantity		Unit Price		Factor		Total		
				Installation	42.00	x	7.67	x	1.2432	=	400.48		

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240	23 31 13 13 0011	0737	MOD	For Elevated Installation >10' To 15', Add										$41.25
					Quantity		Unit Price		Factor		Total			
			Installation		42.00	x	0.79	x	1.2432	=	41.25			
241	23 31 13 13 0157		LF	10" x 12", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork										$1,475.55
					Quantity		Unit Price		Factor		Total			
			Installation		22.00	x	53.95	x	1.2432	=	1,475.55			
			M-201 KN8 & M-202 KN 3 - DUCTWORK 10" X 12" - (16 LF + FITTING (2EA X 3') = 22 LF)											
242	23 31 13 13 0157	0096	MOD	For Work In Restricted Working Space, Add										$375.79
					Quantity		Unit Price		Factor		Total			
			Installation		22.00	x	13.74	x	1.2432	=	375.79			
243	23 31 13 13 0561		LF	14" x 14", 20 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork										$318.01
					Quantity		Unit Price		Factor		Total			
			Installation		0.00	x	125.52	x	1.2432	=	0.00			
			Demolition		4.00	x	63.95	x	1.2432	=	318.01			
			M-102 KN1 - DUCTWORK											
244	23 31 13 16 0067		EA	8" Diameter, 26 Gauge, Seal Class C, Galvanized Sheet Metal Round And Flat-Oval Connector										$77.80
					Quantity		Unit Price		Factor		Total			
			Installation		2.00	x	31.29	x	1.2432	=	77.80			
			M201 - FLEX DUCT CONNECTOR/TRANSITION TO REGISTERS											
245	23 31 13 16 0067	0096	MOD	For Work In Restricted Working Space, Add										$20.26
					Quantity		Unit Price		Factor		Total			
			Installation		2.00	x	8.15	x	1.2432	=	20.26			
246	23 31 13 16 0067	0744	MOD	For Elevated Installation >10' To 15', Add										$6.76
					Quantity		Unit Price		Factor		Total			
			Installation		2.00	x	2.72	x	1.2432	=	6.76			
247	23 31 13 16 0068		EA	10" Diameter, 26 Gauge, Seal Class C, Galvanized Sheet Metal Round And Flat-Oval Connector										$274.95
					Quantity		Unit Price		Factor		Total			
			Installation		6.00	x	36.86	x	1.2432	=	274.95			
			M201 - FLEX DUCT CONNECTOR/TRANSITION TO REGISTERS											
248	23 31 13 16 0068	0096	MOD	For Work In Restricted Working Space, Add										$67.88
					Quantity		Unit Price		Factor		Total			
			Installation		6.00	x	9.10	x	1.2432	=	67.88			
249	23 31 13 16 0068	0744	MOD	For Elevated Installation >10' To 15', Add										$22.60
					Quantity		Unit Price		Factor		Total			
			Installation		6.00	x	3.03	x	1.2432	=	22.60			
250	23 31 13 16 0077		LF	6" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct										$33.50
					Quantity		Unit Price		Factor		Total			
			Installation		0.00	x	14.06	x	1.2432	=	0.00			
			Demolition		11.00	x	2.45	x	1.2432	=	33.50			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											
251	23 31 13 16 0078		LF	8" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct										$556.64
					Quantity		Unit Price		Factor		Total			
			Installation		25.00	x	17.91	x	1.2432	=	556.64			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											

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252	23 31 13 16 0078	0060	MOD	For >20' To 50', Add										$30.46
			Installation		Quantity 25.00	x	Unit Price 0.98	x	Factor 1.2432	=	Total 30.46			
253	23 31 13 16 0078	0087	MOD	For 20 Gauge, Add										$190.52
			Installation		Quantity 25.00	x	Unit Price 6.13	x	Factor 1.2432	=	Total 190.52			
254	23 31 13 16 0078	0096	MOD	For Work In Restricted Working Space, Add										$90.75
			Installation		Quantity 25.00	x	Unit Price 2.92	x	Factor 1.2432	=	Total 90.75			
255	23 31 13 16 0079		LF	10" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct										$2,319.44
			Installation		Quantity 80.00	x	Unit Price 21.79	x	Factor 1.2432	=	Total 2,167.15			
			Demolition		50.00	x	2.45	x	1.2432	=	152.29			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											
256	23 31 13 16 0079	0087	MOD	For 20 Gauge, Add										$751.89
			Installation		Quantity 80.00	x	Unit Price 7.56	x	Factor 1.2432	=	Total 751.89			
257	23 31 13 16 0079	0096	MOD	For Work In Restricted Working Space, Add										$349.09
			Installation		Quantity 80.00	x	Unit Price 3.51	x	Factor 1.2432	=	Total 349.09			
258	23 31 13 16 0080		LF	12" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct										$382.88
			Installation		Quantity 8.00	x	Unit Price 27.06	x	Factor 1.2432	=	Total 269.13			
			Demolition		25.00	x	3.66	x	1.2432	=	113.75			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											
259	23 31 13 16 0080	0059	MOD	For Up To 20', Add										$37.00
			Installation		Quantity 8.00	x	Unit Price 3.72	x	Factor 1.2432	=	Total 37.00			
260	23 31 13 16 0080	0087	MOD	For 20 Gauge, Add										$92.49
			Installation		Quantity 8.00	x	Unit Price 9.30	x	Factor 1.2432	=	Total 92.49			
261	23 31 13 16 0080	0096	MOD	For Work In Restricted Working Space, Add										$43.76
			Installation		Quantity 8.00	x	Unit Price 4.40	x	Factor 1.2432	=	Total 43.76			
262	23 31 13 16 0081		LF	14" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct										$13.65
			Installation		Quantity 0.00	x	Unit Price 32.70	x	Factor 1.2432	=	Total 0.00			
			Demolition		3.00	x	3.66	x	1.2432	=	13.65			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											
263	23 31 13 16 0090		EA	8" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct 90 Degree Elbow										$451.51
			Installation		Quantity 2.00	x	Unit Price 181.59	x	Factor 1.2432	=	Total 451.51			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											
264	23 31 13 16 0090	0087	MOD	For 20 Gauge, Add										$98.78
			Installation		Quantity 2.00	x	Unit Price 39.73	x	Factor 1.2432	=	Total 98.78			

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265	23 31 13 16 0090	0096	MOD	For Work In Restricted Working Space, Add										$95.95
			Installation		Quantity 2.00	x	Unit Price 38.59	x	Factor 1.2432	=	Total 95.95			
266	23 31 13 16 0091		EA	10" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct 90 Degree Elbow										$1,120.27
			Installation		Quantity 4.00	x	Unit Price 225.28	x	Factor 1.2432	=	Total 1,120.27			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											
267	23 31 13 16 0091	0087	MOD	For 20 Gauge, Add										$232.63
			Installation		Quantity 4.00	x	Unit Price 46.78	x	Factor 1.2432	=	Total 232.63			
268	23 31 13 16 0091	0096	MOD	For Work In Restricted Working Space, Add										$243.02
			Installation		Quantity 4.00	x	Unit Price 48.87	x	Factor 1.2432	=	Total 243.02			
269	23 31 13 16 0142		EA	10" x 8", 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct Reducer										$453.02
			Installation		Quantity 2.00	x	Unit Price 182.20	x	Factor 1.2432	=	Total 453.02			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											
270	23 31 13 16 0142	0087	MOD	For 20 Gauge, Add										$35.98
			Installation		Quantity 2.00	x	Unit Price 14.47	x	Factor 1.2432	=	Total 35.98			
271	23 31 13 16 0142	0096	MOD	For Work In Restricted Working Space, Add										$121.51
			Installation		Quantity 2.00	x	Unit Price 48.87	x	Factor 1.2432	=	Total 121.51			
272	23 31 13 16 0143		EA	12" x 10", 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct Reducer										$558.92
			Installation		Quantity 2.00	x	Unit Price 224.79	x	Factor 1.2432	=	Total 558.92			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											
273	23 31 13 16 0143	0087	MOD	For 20 Gauge, Add										$39.43
			Installation		Quantity 2.00	x	Unit Price 15.86	x	Factor 1.2432	=	Total 39.43			
274	23 31 13 16 0143	0096	MOD	For Work In Restricted Working Space, Add										$151.89
			Installation		Quantity 2.00	x	Unit Price 61.09	x	Factor 1.2432	=	Total 151.89			
275	23 31 13 16 0154		EA	10" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct Coupling										$429.53
			Installation		Quantity 2.00	x	Unit Price 172.75	x	Factor 1.2432	=	Total 429.53			
			M-201 KN8 - DUCTWORK											
276	23 31 13 16 0154	0087	MOD	For 20 Gauge, Add										$18.35
			Installation		Quantity 2.00	x	Unit Price 7.38	x	Factor 1.2432	=	Total 18.35			
277	23 31 13 16 0154	0096	MOD	For Work In Restricted Working Space, Add										$121.51
			Installation		Quantity 2.00	x	Unit Price 48.87	x	Factor 1.2432	=	Total 121.51			
278	23 31 13 16 0166		EA	10" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct Cap										$116.15
			Installation		Quantity 1.00	x	Unit Price 93.43	x	Factor 1.2432	=	Total 116.15			
			M-201 KN8 & M-101 KN 3 - DUCTWORK											

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279	23 31 13 16 0166	0087	MOD	For 20 Gauge, Add									$11.16
			Installation	Quantity 1.00	x	Unit Price 8.98	x	Factor 1.2432	=	Total 11.16			
280	23 31 13 16 0166	0096	MOD	For Work In Restricted Working Space, Add									$30.38
			Installation	Quantity 1.00	x	Unit Price 24.44	x	Factor 1.2432	=	Total 30.38			
281	23 33 13 13 0004		EA	8" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated									$558.88
			Installation	Quantity 3.00	x	Unit Price 149.85	x	Factor 1.2432	=	Total 558.88			
			M-201 KN9 - BRANCH DAMPERS										
282	23 33 13 13 0005		EA	10" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated									$1,204.21
			Installation	Quantity 6.00	x	Unit Price 161.44	x	Factor 1.2432	=	Total 1,204.21			
			M-201 KN9 - BRANCH DAMPERS										
283	23 33 13 13 0006		EA	12" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated									$216.73
			Installation	Quantity 1.00	x	Unit Price 174.33	x	Factor 1.2432	=	Total 216.73			
			M-201 KN9 - BRANCH DAMPERS										
284	23 33 13 19 0007		EA	10" x 10" Louver Type Combination Fire/Smoke Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated									$874.65
			Installation	Quantity 1.00	x	Unit Price 703.55	x	Factor 1.2432	=	Total 874.65			
			M-201 KN 13 - FIRE/SMOKE DAMPER (FSD)										
285	23 33 13 23 0367		EA	For Motor Pack For Vertically Mounted Backdraft Damper									$627.00
			Installation	Quantity 1.00	x	Unit Price 504.34	x	Factor 1.2432	=	Total 627.00			
			M-002 EF-1 – MOTORIZED BACKDRAFT DAMPER ACCESSORY FOR EXHAUST FAN (EF-1) INSTALLATION PER SCHEDULE.										
286	23 33 33 00 0004		EA	12" x 12" Duct Access Doors Insulated Factory Fabrication									$141.04
			Installation	Quantity 1.00	x	Unit Price 113.45	x	Factor 1.2432	=	Total 141.04			
			M-201 - ACCESS DOOR FOR FIRE/SMOKE DAMPER (FSD). DETAIL 6/M-302										
287	23 33 46 00 0006		LF	8" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket									$279.87
			Installation	Quantity 14.00	x	Unit Price 16.08	x	Factor 1.2432	=	Total 279.87			
			M-201 - FLEXIBLE DUCT AS FINAL CONNECTION FROM BRANCH SUPPLY DUCT TO CEILING DIFFUSERS (2EA X 7' = 14 LF)										
288	23 33 46 00 0007		LF	10" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket									$1,087.63
			Installation	Quantity 42.00	x	Unit Price 20.83	x	Factor 1.2432	=	Total 1,087.63			
			M-201 - FLEXIBLE DUCT AS FINAL CONNECTION FROM BRANCH SUPPLY DUCT TO CEILING DIFFUSERS - (6EA X 7' = 42 LF)										
289	23 33 53 00 0004		SF	1" Field Installed, 3 Lb./CF, Fiberglass Duct Liner Board									$6,097.95
			Installation	Quantity 325.70	x	Unit Price 15.06	x	Factor 1.2432	=	Total 6,097.95			
			M-001 - DUCT LINER										

Contractor's Price Proposal - Detail Continues..

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Section - 23

290	23 34 16 00 0031		EA	3/4 HP Centrifugal Fan, 16-1/2" Wheel, 977 - 4,711 CFM At 1/8" Static Pressure								$3,514.09
					Quantity		Unit Price		Factor		Total	
			Installation		1.00	x	2,826.65	x	1.2432	=	3,514.09	
			M-202 KN 1 - EXHAUST FAN (EF-1) ON MEZZANINE LEVEL									
291	23 36 16 00 0019		EA	10" Diameter Inlet, 165 To 1,400 CFM, Variable Air Volume Box With Analog Electronic Controls								$3,128.00
					Quantity		Unit Price		Factor		Total	
			Installation		1.00	x	2,516.09	x	1.2432	=	3,128.00	
			M-201 KN 3 - FVV-1									
292	23 36 16 00 0020		EA	12" Diameter Inlet, 235 To 2,000 CFM, Variable Air Volume Box With Analog Electronic Controls								$6,552.58
					Quantity		Unit Price		Factor		Total	
			Installation		2.00	x	2,635.37	x	1.2432	=	6,552.58	
			M-201 KN 2 - SVV-1 M-201 KN 3 - GVV-1									
293	23 36 16 00 0020	0182	MOD	For Hot Water Coils, Add								$1,154.46
					Quantity		Unit Price		Factor		Total	
			Installation		1.00	x	928.62	x	1.2432	=	1,154.46	
			M-201 KN2 - SVV-1									
294	23 37 13 13 0210		EA	24" x 24" Adjustable Shutter Blade Register, Double Deflection, Flat Aluminum Frame								$13,177.39
					Quantity		Unit Price		Factor		Total	
			Installation		12.00	x	862.44	x	1.2432	=	12,866.22	
			Demolition		9.00	x	27.81	x	1.2432	=	311.16	
			M-201 KN 6 &7 - DIFFUSERS/REGISTERS									
295	23 37 13 13 0210	0167	MOD	For Stainless Steel, Add								$25,311.45
					Quantity		Unit Price		Factor		Total	
			Installation		12.00	x	1,696.66	x	1.2432	=	25,311.45	
296	23 37 13 13 0260		SF	Up To 4 SF, 304 Stainless Steel, Perforated Return Grille								$915.00
					Quantity		Unit Price		Factor		Total	
			Installation		4.00	x	184.00	x	1.2432	=	915.00	
			CUSTOM SINK ASSEMBLY FOR PHOTOPROCESSING STATION									
297	23 37 13 13 0260	0177	MOD	For 316 Stainless Steel, Add								$148.69
					Quantity		Unit Price		Factor		Total	
			Installation		4.00	x	29.90	x	1.2432	=	148.69	
298	23 37 23 13 0008		EA	12" x 12" Throat, Galvanized Steel, Gravity Intake/Relief Ventilator Hood (Greenheck FGI)								$2,292.05
					Quantity		Unit Price		Factor		Total	
			Installation		1.00	x	1,745.13	x	1.2432	=	2,169.55	
			Demolition		1.00	x	98.54	x	1.2432	=	122.50	
			M-202, KN-3 – NEW EXHAUST WEATHER HOOD AT EXTERIOR WALL									

Subtotal for Section - 23 **$174,714.04**

Section - 26

299	26 01 20 91 0003		EA	Lock Out/Tag Out Breaker Or Motor StarterExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).								$1,347.90
					Quantity		Unit Price		Factor		Total	
			Installation		23.00	x	47.14	x	1.2432	=	1,347.90	
			E-004 - LOTO /SAFE OFF									

Contractor's Price Proposal - Detail Continues..

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Section - 26

300	26 01 20 91 0007		EA	Motors, Diconnects And Other Single Source Devices, Existing Circuit Tracing Per Device								$982.08
			Installation	Quantity 29.00	x	Unit Price 27.24	x	Factor 1.2432	=	Total 982.08		
			EXISTING CIRCUIT TRACING FOR LIGHTING AND POWER DEVICES E-101 - LIGHTING - 19 EA E-102 - POWER -10 EA TOTAL = 29									
301	26 01 50 51 0382		EA	Recycle 4' Length Linear Fluorescent Lamps								$1,415.16
			Installation	Quantity 408.00	x	Unit Price 2.79	x	Factor 1.2432	=	Total 1,415.16		
			E-101 - RECYCLE EXISTING 4' FLUORESCENT LAMPS FROM 2'X4' TROFFER FIXTURES (17 EA X 4 EA PER = 408 EA)									
302	26 01 50 52 0318		EA	Up To 2,300 Lumens, Ninety Minute Illumination, 120-277 Volt, 23 Watt LED Emergency Battery Backup (LiteTronics EB23UQ)								$4,348.27
			Installation	Quantity 6.00	x	Unit Price 582.94	x	Factor 1.2432	=	Total 4,348.27		
			E-201 – EMERGENCY BATTERY BACKUP FOR L1E LED RECESSED TROFFERS.									
303	26 01 50 52 0318	0294	MOD	For Factory Installation In New Fixtures, Deduct								-$326.34
			Installation	Quantity 5.00	x	Unit Price -52.50	x	Factor 1.2432	=	Total -326.34		
304	26 05 19 16 0004		LF	Pull String Installed To Remain In Place, In New Conduits								$56.07
			Installation	Quantity 205.00	x	Unit Price 0.22	x	Factor 1.2432	=	Total 56.07		
			A-3.0 KN 1 – PULL STRING IN NEW 3/4" EMT TELE/DATA CONDUIT FOR (18) LOCATIONS.									
305	26 05 19 16 0015		MLF	#12 AWG, Type THHN-THWN, 600 Volt, Copper, Single Solid Cable, Installed In Conduit								$206.91
			Installation	Quantity 0.18	x	Unit Price 924.62	x	Factor 1.2432	=	Total 206.91		
			CONDUCTORS FOR 120V BRANCH CIRCUIT POWER TO BAS CONTROLLER. (3 CONDUCTORS × 60 LF ROUTING) = 180 LF									
306	26 05 19 16 0477		MLF	2 Conductor #18 AWG, Stranded, Type TC Control Cable								$314.28
			Installation	Quantity 0.20	x	Unit Price 1,263.99	x	Factor 1.2432	=	Total 314.28		
			E-201 - 0-10V DIMMING CONTROL WIRING BETWEEN DIMMER SWITCHES AND ASSOCIATED LED FIXTURES									
307	26 05 19 16 0479		MLF	4 Conductor #18 AWG, Stranded, Type TC Control Cable								$47.92
			Installation	Quantity 0.03	x	Unit Price 1,541.86	x	Factor 1.2432	=	Total 47.92		
			M-201 - POWER TO FSD ACTUATOR									
308	26 05 23 00 0016		MLF	#18/6 Conductor, Low Volt Thermostat Cable								$569.49
			Installation	Quantity 0.57	x	Unit Price 803.66	x	Factor 1.2432	=	Total 569.49		
			M-201 KN 2 – WIRING FOR SVV-1 CONTROL - 100 LF M-201 - THERMOSTAT CABLE - 100 LF M-203 - WIRING FOR FVV-1 & GVV-1 CONTROL - 200 LF CONTROL WIRING FOR FUME HOOD VAV SYSTEM - 170 LF TOTAL = 570 LF									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
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Section - 26

309	26 05 29 00 0199		EA	3/4", One Hole Steel Conduit Strap									$653.87
					Quantity		Unit Price		Factor		Total		
				Installation	108.00	x	4.87	x	1.2432	=	653.87		
				STRAPS FOR CONDUIT SUPPORT (FA) - (30 EA) STRAPS FOR SUPPORT OF FLEXIBLE METALLIC CONDUIT WHIPS - (18 EA) STRAPS FOR SUPPORT OF EMT CONTROL CONDUIT - (60 EA)									
310	26 05 29 00 0199	0112	MOD	For >100 To 250, Deduct									-$60.42
					Quantity		Unit Price		Factor		Total		
				Installation	108.00	x	-0.45	x	1.2432	=	-60.42		
311	26 05 29 00 0200		EA	1", One Hole Steel Conduit Strap									$368.48
					Quantity		Unit Price		Factor		Total		
				Installation	57.00	x	5.20	x	1.2432	=	368.48		
				A-3.0 – CONDUIT STRAPS TO SUPPORT EMT TELE/DATA CONDUIT: (18EA X 2EA STUB UPS = 36 EA) (205' L / 10' = 21 EA) TOTAL = 57 EA									
312	26 05 33 13 0003		CLF	1/2" Electrical Metallic Tubing (EMT) Conduit Assembly With 2 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.									$3,700.10
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	992.09	x	1.2432	=	3,700.10		
				POWER CONNECTION M-002 - POWER CONNECTION TO SVV-1									
313	26 05 33 13 0012		CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 4 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.									$49,221.33
					Quantity		Unit Price		Factor		Total		
				Installation	26.10	x	1,293.24	x	1.2432	=	41,962.43		
				Demolition	16.00	x	364.93	x	1.2432	=	7,258.90		
				BRANCH CIRCUITS SERVING LIGHTING AND RECEPTACLES E-201 - LIGHTING (510') E-203 - POWER (2,100') TOTAL = 2,610 LF DEMOLISH E-101 - LIGHTING (460') E-102 - POWER (550') TOTAL = 1,010 LF									
314	26 05 33 13 0012	0017	MOD	For Work In Restricted Working Space, Add									$4,327.74
					Quantity		Unit Price		Factor		Total		
				Installation	11.13	x	312.77	x	1.2432	=	4,327.74		
315	26 05 33 13 0325		EA	3/4" x 12" Long, Rigid Galvanized Steel (RGS) Nipple									$33.42
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	26.88	x	1.2432	=	33.42		
				ROOF PENETRATION FOR 3/4" CONDUIT TO ALLOW PROPER CLEARANCE THROUGH ROOF ASSEMBLY AND CONNECTION TO LIQUID-TIGHT FLEX CONDUIT.									
316	26 05 33 13 0325	0031	MOD	For Work In Restricted Working Space, Add									$6.68
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	5.37	x	1.2432	=	6.68		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
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317	26 05 33 13 0601		LF	1/2" Electrical Metallic Tubing (EMT) Conduit									$3,058.27
			Installation	Quantity 400.00	x	Unit Price 6.15	x	Factor 1.2432	=	Total 3,058.27			
			M-201 - LOW VOLTAGE CONTROL WIRING TO ROOM SENSOR AND FSD ACTUATOR.										
318	26 05 33 13 0602		LF	3/4" Electrical Metallic Tubing (EMT) Conduit									$5,631.32
			Installation	Quantity 630.00	x	Unit Price 7.19	x	Factor 1.2432	=	Total 5,631.32			
			BAS COMMUNICATION CABLE ROUTING BETWEEN CONTROLLERS AND NETWORK CONNECTION (250 LF) LOW VOLTAGE CONTROL WIRING - (170 LF) 120V POWER FEED TO BAS CONTROLLER - (60 LF) FIRE ALARM DEVICE CONNECTIONS - (150 LF)										
319	26 05 33 13 0602	0031	MOD	For Work In Restricted Working Space, Add									$1,401.96
			Installation	Quantity 630.00	x	Unit Price 1.79	x	Factor 1.2432	=	Total 1,401.96			
320	26 05 33 13 0602	0032	MOD	For Elevated Installation >10' To 15', Add									$469.93
			Installation	Quantity 630.00	x	Unit Price 0.60	x	Factor 1.2432	=	Total 469.93			
321	26 05 33 13 0602	0614	MOD	For Factory Applied Color Coating, Add									$69.00
			Installation	Quantity 150.00	x	Unit Price 0.37	x	Factor 1.2432	=	Total 69.00			
			CONDUIT FOR FIRE ALARM DEVICE CONNECTIONS										
322	26 05 33 13 0603		LF	1" Electrical Metallic Tubing (EMT) Conduit									$2,191.76
			Installation	Quantity 205.00	x	Unit Price 8.60	x	Factor 1.2432	=	Total 2,191.76			
			A-3.0 KN 1 - EMT CONDUIT FOR TELE/DATA LOCATIONS, STUB-UP ABOVE CEILING.										
323	26 05 33 13 0603	0028	MOD	For Installation In Metal Stud Wall, Add									$168.21
			Installation	Quantity 205.00	x	Unit Price 0.66	x	Factor 1.2432	=	Total 168.20			
324	26 05 33 13 0603	0031	MOD	For Work In Restricted Working Space, Add									$502.07
			Installation	Quantity 205.00	x	Unit Price 1.97	x	Factor 1.2432	=	Total 502.07			
325	26 05 33 13 0614		EA	1" Electrical Metallic Tubing (EMT) 90 Degree Elbow									$888.39
			Installation	Quantity 36.00	x	Unit Price 19.85	x	Factor 1.2432	=	Total 888.39			
			A-3.0 – PROVIDE EMT ELBOWS FOR TELE/DATA CONDUIT ROUTING TO CEILING.										
326	26 05 33 13 0614	0031	MOD	For Work In Restricted Working Space, Add									$224.67
			Installation	Quantity 36.00	x	Unit Price 5.02	x	Factor 1.2432	=	Total 224.67			
327	26 05 33 13 0614	0032	MOD	For Elevated Installation >10' To 15', Add									$74.74
			Installation	Quantity 36.00	x	Unit Price 1.67	x	Factor 1.2432	=	Total 74.74			
328	26 05 33 13 0636		EA	1" Electrical Metallic Tubing (EMT) Set Screw Coupling									$222.28
			Installation	Quantity 20.00	x	Unit Price 8.94	x	Factor 1.2432	=	Total 222.28			
			A-3.0 – PROVIDE EMT COUPLINGS FOR TELE/DATA CONDUIT RUNS.										

Contractor's Price Proposal - Detail Continues..

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329	26 05 33 13 0636	0031	MOD	For Work In Restricted Working Space, Add										$62.41
			Installation	Quantity 20.00	x	Unit Price 2.51	x	Factor 1.2432	=	Total 62.41				
330	26 05 33 13 0636	0032	MOD	For Elevated Installation >10' To 15', Add										$20.89
			Installation	Quantity 20.00	x	Unit Price 0.84	x	Factor 1.2432	=	Total 20.89				
331	26 05 33 13 0646		EA	3/4" Electrical Metallic Tubing (EMT) Compression Coupling										$225.27
			Installation	Quantity 20.00	x	Unit Price 9.06	x	Factor 1.2432	=	Total 225.27				
			COUPLINGS FOR CONTROL CONDUIT ROUTING - (20 EA)											
332	26 05 33 13 0646	0031	MOD	For Work In Restricted Working Space, Add										$62.41
			Installation	Quantity 20.00	x	Unit Price 2.51	x	Factor 1.2432	=	Total 62.41				
333	26 05 33 13 0646	0032	MOD	For Elevated Installation >10' To 15', Add										$20.89
			Installation	Quantity 20.00	x	Unit Price 0.84	x	Factor 1.2432	=	Total 20.89				
334	26 05 33 13 0646		EA	3/4" Electrical Metallic Tubing (EMT) Compression Coupling										$225.27
			Installation	Quantity 20.00	x	Unit Price 9.06	x	Factor 1.2432	=	Total 225.27				
			COMPRESSION COUPLINGS REQUIRED FOR CONTINUOUS EMT CONDUIT RUNS SERVING FIRE ALARM DEVICES.											
335	26 05 33 13 0668		EA	3/4" Electrical Metallic Tubing (EMT) Insulated Bushing										$99.13
			Installation	Quantity 9.00	x	Unit Price 8.86	x	Factor 1.2432	=	Total 99.13				
			INSULATED BUSHINGS AT EMT TERMINATIONS WHERE FLEXIBLE METALLIC CONDUIT WHIPS CONNECT TO EMT CONDUIT											
336	26 05 33 13 0669		EA	1" Electrical Metallic Tubing (EMT) Insulated Bushing										$247.50
			Installation	Quantity 18.00	x	Unit Price 11.06	x	Factor 1.2432	=	Total 247.50				
			A-3.0 KN1– INSULATED BUSHING AT EMT STUB-UP ABOVE CEILING FOR (18) TELE/DATA LOCATIONS.											
337	26 05 33 13 0669	0031	MOD	For Work In Restricted Working Space, Add										$71.38
			Installation	Quantity 18.00	x	Unit Price 3.19	x	Factor 1.2432	=	Total 71.38				
338	26 05 33 13 0669	0032	MOD	For Elevated Installation >10' To 15', Add										$23.72
			Installation	Quantity 18.00	x	Unit Price 1.06	x	Factor 1.2432	=	Total 23.72				
339	26 05 33 13 0679		EA	3/4" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw										$111.89
			Installation	Quantity 12.00	x	Unit Price 7.50	x	Factor 1.2432	=	Total 111.89				
			EMT CONNECTORS FOR TERMINATION AT JUNCTION BOXES AND CONTROL DEVICES											
340	26 05 33 13 0690		EA	3/4" Electrical Metallic Tubing (EMT) Insulated Straight Box Connector With Set Screw										$587.75
			Installation	Quantity 51.00	x	Unit Price 9.27	x	Factor 1.2432	=	Total 587.75				
			A-3.0 – PROVIDE EMT CONNECTORS AT TELE/DATA BOX AND CEILING TERMINATION. (36 EA) EMT INSULATED BOX CONNECTORS AT EMT TERMINATIONS INTO FIRE ALARM DEVICE BOXES AND JUNCTION BOXES.(15 EA)											

Contractor's Price Proposal - Detail Continues..

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341	26 05 33 13 2358		LF	3/4" Flexible Liquid Tight Metallic Conduit										$52.14
			Installation	Quantity 6.00	x	Unit Price 6.99	x	Factor 1.2432	=	Total 52.14				
			LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT WHIP FROM ROOF PENETRATION WEATHERPROOF BOX TO CONNECTED EQUIPMENT/DEVICE											
342	26 05 33 13 2358	0059	MOD	For Installation In Concrete Beam, Slab, etc. (Excludes Concrete), Add										$5.37
			Installation	Quantity 6.00	x	Unit Price 0.72	x	Factor 1.2432	=	Total 5.37				
343	26 05 33 13 2358	0065	MOD	For Work In Restricted Working Space, Add										$10.67
			Installation	Quantity 6.00	x	Unit Price 1.43	x	Factor 1.2432	=	Total 10.67				
344	26 05 33 13 2369		EA	3/4" Straight Liquid Tight Connector										$41.17
			Installation	Quantity 2.00	x	Unit Price 16.56	x	Factor 1.2432	=	Total 41.17				
			LIQUIDTIGHT CONNECTORS FOR TERMINATION OF LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT AT WEATHERPROOF BOX AND CONDUIT CONNECTION. (1 WHIP X 2 CONNECTORS = 2 EA)										
345	26 05 33 13 2399		LF	3/4" Flexible Metallic Conduit										$369.23
			Installation	Quantity 54.00	x	Unit Price 5.50	x	Factor 1.2432	=	Total 369.23				
			FLEXIBLE METALLIC CONDUIT WHIPS FOR FIRE ALARM DEVICE (6' X 9 EA = 54 LF)											
346	26 05 33 13 2399	0061	MOD	For Installation In Concrete Beam, Slab, etc. (Excludes Concrete), Add										$4.77
			Installation	Quantity 6.00	x	Unit Price 0.64	x	Factor 1.2432	=	Total 4.77				
347	26 05 33 13 2399	0065	MOD	For Work In Restricted Working Space, Add										$9.55
			Installation	Quantity 6.00	x	Unit Price 1.28	x	Factor 1.2432	=	Total 9.55				
348	26 05 33 13 2473		EA	3/4" Flexible Steel Screw-in Connector, Insulated										$222.66
			Installation	Quantity 18.00	x	Unit Price 9.95	x	Factor 1.2432	=	Total 222.66				
			CONNECTORS FOR TERMINATION OF FLEXIBLE METALLIC CONDUIT WHIPS AT EMT CONDUIT AND FIRE ALARM DEVICE BOXES. (9 WHIPS X 2 ENDS = 18 EA)											
349	26 05 33 16 0005		EA	3-1/2" Depth, 4" Square Steel Box										$6,314.71
			Installation	Quantity 109.00	x	Unit Price 46.60	x	Factor 1.2432	=	Total 6,314.71				
			JUNCTION BOX E-203 & E-201 - POWER & LIGHTING (85 EA) A-3.0 - DATA (18 EA) M-303 - MECHANICAL CONTROLS (6 EA)											
350	26 05 33 16 0008		EA	1/2" Depth, 1 Gang, 4" Square Steel Mud Ring										$1,931.00
			Installation	Quantity 109.00	x	Unit Price 14.25	x	Factor 1.2432	=	Total 1,931.00				
			JUNCTION BOX MUD RING E-203 & E-201 - POWER & LIGHTING (85 EA) A-3.0 - DATA (18 EA) M-303 - MECHANICAL CONTROLS (6 EA)											

Contractor's Price Proposal - Detail Continues..

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Section - 26

351	26 05 33 16 0034	EA	Flat, 4" Square Steel Exposed Work Cover								$1,878.15
				Quantity		Unit Price		Factor		Total	
			Installation	109.00	x	13.86	x	1.2432	=	1,878.15	
			JUNCTION BOX COVER E-203 & E-201 - POWER & LIGHTING (85 EA) A-3.0 - DATA (18 EA) M-303 - MECHANICAL CONTROLS (6 EA)								
352	26 05 33 16 0106	EA	3-1/2" Depth, 3" x 2", Stud Bracket, Steel Switch Box								$876.31
				Quantity		Unit Price		Factor		Total	
			Installation	18.00	x	39.16	x	1.2432	=	876.31	
			A-3.0 KN1 – STEEL TELE/DATA BOX (14 EA DATA LOCS + 4 EA DATA/POWER = 18 EA)								
353	26 05 33 16 0197	EA	3/4" Depth, Type FSX, Shallow, Single Gang Cast Aluminum BoxFour hubs.								$310.66
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	249.89	x	1.2432	=	310.66	
			WEATHERPROOF BOX AT ROOF PENETRATION FOR EXTERIOR CONDUIT CONNECTION.								
354	26 05 53 00 0021	EA	Label Both Ends Of One 4 Pair Cable								$54.83
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	14.70	x	1.2432	=	54.83	
			LABELING AT BOTH ENDS OF CONTROL AND BAS COMMUNICATION CABLES FOR FUME HOOD VAV SYSTEM.								
355	26 09 23 00 0144	EA	Wall Switch Replacement Occupancy Sensor, Single GangIncludes integral occupancy sensor and relay.								$363.39
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	146.15	x	1.2432	=	363.39	
			E-201 – WALL SWITCH OCCUPANCY SENSOR (FOR D-OS LOCATIONS)								
356	26 09 23 00 0463	EA	1,000 SF 360 Degree Coverage, Isolated Relay, Passive Infrared, Ceiling Mounted Occupancy Sensor (Watt Stopper DT-300)								$1,533.36
				Quantity		Unit Price		Factor		Total	
			Installation	4.00	x	308.35	x	1.2432	=	1,533.36	
			E-201 – PROVIDE AND INSTALL (OS) CEILING-MOUNTED DUAL-TECHNOLOGY OCCUPANCY SENSORS								
357	26 09 23 00 0478	EA	120/277 Volt AC, 20 Amperes, Dual Voltage, Occupancy Sensor Power Pack (Watt Stopper BZ-100)								$590.87
				Quantity		Unit Price		Factor		Total	
			Installation	4.00	x	118.82	x	1.2432	=	590.87	
			E-201 – OCCUPANCY SENSOR POWER PACKS TO SERVE LOW-VOLTAGE CEILING-MOUNTED DUAL-TECHNOLOGY OCCUPANCY SENSORS.								
358	26 09 23 00 0837	EA	0-10 Volt, Wall Switch Mounted, Fluorescent Architectural Dimmer (Watt Stopper ADF-120277)								$1,396.04
				Quantity		Unit Price		Factor		Total	
			Installation	7.00	x	160.42	x	1.2432	=	1,396.04	
			E-201 - DIMMER SWITCH (D) (D = 3 EA) (D3 = 2 EA) (DOS = 2 EA) (TOTAL = 7 EA)								
359	26 24 13 00 0093	EA	15 To 60 Amperes, 120/208 Volt, MC Branch Breaker								$11,908.95
				Quantity		Unit Price		Factor		Total	
			Installation	23.00	x	376.62	x	1.2432	=	10,768.92	
			Demolition	23.00	x	39.87	x	1.2432	=	1,140.03	
			E-004 NOTE 1 - CB								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 26

360	26 24 13 00 0093	0425	MOD	For Personal Protective Equipment (Arc Flash) When Working On Energized Equipment, Add										$684.24
					Quantity		Unit Price		Factor		Total			
			Installation		23.00	x	23.93	x	1.2432	=	684.24			
361	26 27 26 00 0005		EA	20 Amperes, 1 Gang, NEMA 5-20, Duplex Receptacle Assembly										$7,475.51
					Quantity		Unit Price		Factor		Total			
			Installation		50.00	x	111.32	x	1.2432	=	6,919.65			
			Demolition		9.00	x	49.68	x	1.2432	=	555.86			
			DUPLEX RECEPTACLE E-203 - (50 EA) INSTALL (N) E-101 - (9 EA) DEMOLISH (E)											
362	26 27 26 00 0007		EA	20 Amperes, 2 Gang, NEMA 5-20, Duplex Receptacle Assembly										$82.09
					Quantity		Unit Price		Factor		Total			
			Installation		0.00	x	149.70	x	1.2432	=	0.00			
			Demolition		1.00	x	66.03	x	1.2432	=	82.09			
			E-102 - DEMO (E) DOUBLE DUPLEX RECEPTACLES											
363	26 27 26 00 0009		EA	20 Amperes, 1 Gang, GFI, Duplex Receptacle Assembly										$318.36
					Quantity		Unit Price		Factor		Total			
			Installation		2.00	x	128.04	x	1.2432	=	318.36			
			E-203 - GFCI DUPLEX RECEPTACLE											
364	26 27 26 00 0138		EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly										$267.52
					Quantity		Unit Price		Factor		Total			
			Installation		1.00	x	115.83	x	1.2432	=	144.00			
			Demolition		2.00	x	49.68	x	1.2432	=	123.52			
			TOGGLE SWITCH (S) E-201 - INSTALL (N) - 1 EA E-101 - DEMO (E) - 2 EA											
365	26 51 19 00 0013		EA	2' Length, 1,500 Lumens, LED Striplight Fixture (Lithonia CLX)With integral occupancy sensor										$2,500.14
					Quantity		Unit Price		Factor		Total			
			Installation		9.00	x	223.45	x	1.2432	=	2,500.14			
			E-201 – PROVIDE AND INSTALL L3 SURFACE-MOUNT LED STRIPLIGHTS											
366	26 51 19 00 0197		EA	2' x 4', 4,000 Lumens, Architectural, Lay-In/Troffer LED Fixture (Cree® ZR24-32LHE-35K-10V)										$27,432.72
					Quantity		Unit Price		Factor		Total			
			Installation		18.00	x	1,172.88	x	1.2432	=	26,246.24			
			Demolition		17.00	x	56.14	x	1.2432	=	1,186.49			
			E-201 – PROVIDE AND INSTALL 2'X4' LED RECESSED TROFFER (L1 = 12 EA + L1E = 6 EA) - TOTAL = 18 EA E-101 - DEMO (E) 2'X4' LED - 17 EA											
367	26 51 19 00 0617		EA	4,000 Lumens, 4' Length, LED Linear Low Bay Fixture (Lithonia MSL)										$1,255.83
					Quantity		Unit Price		Factor		Total			
			Installation		1.00	x	1,010.16	x	1.2432	=	1,255.83			
			E-201 – PROVIDE AND INSTALL L2 4' LED LINEAR FIXTURE											
368	26 51 19 00 0800		EA	Up To 100 Watt, Pendant Mount, LED Downlight Fixture (King Luminaire K804)										$4,933.59
					Quantity		Unit Price		Factor		Total			
			Installation		1.00	x	3,968.46	x	1.2432	=	4,933.59			
			E-201 - PROVIDE AND INSTALL L4 LED PENDANT FIXTURE											
369	26 51 33 00 0016		EA	For Pendant Mounting 4' Long SectionPer pendant.										$37.74
					Quantity		Unit Price		Factor		Total			
			Installation		1.00	x	30.36	x	1.2432	=	37.74			
			E-201 - PROVIDE AND INSTALL L4 LED PENDANT FIXTURE											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 26

370	26 52 13 16 0004		EA	Single Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up (Lithonia LQM-S-W-3-R-120/277-EL-N-M6)									$1,073.90
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	287.94	x	1.2432	=	1,073.90		
				A-0.4 –LED EXIT SIGN. FINAL QUANTITY AND EXACT LOCATIONS TO BE FIELD VERIFIED AND CONFIRMED WITH OWNER/AOR PRIOR TO INSTALLATION.									
371	26 52 13 16 0004	0299	MOD	For Self-Diagnostics, Add									$186.48
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	50.00	x	1.2432	=	186.48		

Subtotal for Section - 26 **$157,996.00**

Section - 27

372	27 05 29 00 0005		EA	2" Hook Size, Pre-Galvanized Finish, Screw On, Communications And Low Voltage Cable Hook (J-Hook) (Cooper B-line BCH32)									$2,884.22
					Quantity		Unit Price		Factor		Total		
				Installation	200.00	x	11.60	x	1.2432	=	2,884.22		
				LIGHTING CONTROL - CABLE SUPPORT									
373	27 15 01 19 0007		MLF	2-Pair, 16 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit									$3,773.49
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	3,035.30	x	1.2432	=	3,773.48		
				FA CABLE									
374	27 15 13 00 0027		MLF	4 Pair #16 AWG, Solid, Shielded, Non-Plenum Rated, Low Voltage, Alarm And Communications Cable, Installed In Conduit									$701.71
					Quantity		Unit Price		Factor		Total		
				Installation	0.23	x	2,508.61	x	1.2432	=	701.71		
				A2.0 - PROVIDE LOW VOLTAGE CABLING FROM CONTROL PANEL TO EACH KEYCARD DOOR. INCLUDE CONDUIT AND TERMINATIONS. (3 EA X 75' = 225 LF)									
375	27 15 13 00 0476		MLF	4-Pair Solid STP, 24 AWG, Category 5E, Indoor Telecommunications Plenum Cable, Installed Exposed									$3,458.78
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	2,782.16	x	1.2432	=	3,458.78		
				LIGHTING CONTROL									
376	27 15 13 00 0695		MLF	2 Conductor, #18 AWG, Stranded, Shielded, Plenum Rated, Speaker/Communications And Control Cable, Installed In Conduit									$433.19
					Quantity		Unit Price		Factor		Total		
				Installation	0.30	x	1,161.48	x	1.2432	=	433.19		
				PROVIDE 18/2 SHIELDED TWISTED PAIR BACNET MS/TP COMMUNICATION CABLE BETWEEN BAS CONTROLLER, VAV CONTROLLER AND NETWORK CONNECTION.									
377	27 15 43 00 0055		EA	Category 5E Shielded, Snap-In Modular Jack									$678.34
					Quantity		Unit Price		Factor		Total		
				Installation	12.00	x	45.47	x	1.2432	=	678.34		
				LIGHTING CONTROL - JACK PER DEVICE									
378	27 41 16 00 0030		EA	Two-Way Splitter									$1,830.94
					Quantity		Unit Price		Factor		Total		
				Installation	12.00	x	122.73	x	1.2432	=	1,830.94		
				LIGHTING CONTROL - SPLITTER TO INTEGRATE BETWEEN OS/SWITCH/CONTROLLER									
379	27 51 43 00 0044		EA	Removal And Reinstallation Of Ceiling Mounted Speaker									$227.56
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	183.04	x	1.2432	=	227.56		
				E-101 KN 1 – TEMPORARILY REMOVE EXISTING CEILING-MOUNTED SPEAKERS PRIOR TO CEILING DEMOLITION AND REINSTALL AFTER NEW CEILING INSTALLATION.									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Subtotal for Section - 27 **$13,988.23**

Section - 28

380	28 16 11 00 0005	EA	Exit Push Button, Push Button Controls, Interior Stand-Alone Access ControlsControls mount into a single gang electrical box. Excludes electrical box.								$593.49
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	159.13	x	1.2432	=	593.49	
			A-2.0 – PROVIDE AND INSTALL REQUEST-TO-EXIT PUSH BUTTON FOR ACCESS CONTROLLED DOORS 351, 352 AND 353.								
381	28 16 11 00 0063	EA	Request To Exit Motion Detector (Bosch Security Systems DS160)								$582.53
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	156.19	x	1.2432	=	582.53	
			A-2.0 - REQUEST-TO-EXIT MOTION DETECTOR AT INTERIOR SIDE OF EACH ACCESS CONTROLLED DOOR								
382	28 16 11 00 0109	EA	Up To 4-1/4" Read Range, 5-12 Volt DC, HID iClass Contactless Smart Card Reader, Wiegand Output Access Controls (HID R40)For mullion mounting.								$3,043.69
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	816.09	x	1.2432	=	3,043.69	
			A-2.0 –CARD READER AT DOORS 351, 352 AND 353. INTEGRATE WITH ACCESS CONTROL SYSTEM.								
383	28 16 11 00 0143	EA	Recessed Contact For Steel Doors, Door Monitor Switch (Sentrol 1078C)								$341.33
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	91.52	x	1.2432	=	341.33	
			A-2.0 - DOOR POSITION SWITCH FOR ACCESS CONTROL								
384	28 16 11 00 0144	EA	Access Control Systems Power Supply (Altronix AL400ULACMCB)								$3,015.27
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	808.47	x	1.2432	=	3,015.27	
			A2.0 - PROVIDE ACCESS CONTROL POWER SUPPLY FOR THREE KEYCARD DOORS								
385	28 16 11 00 0146	EA	Door Strike Relay (Altronix RBSN-TTL)								$320.45
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	85.92	x	1.2432	=	320.45	
			A-2.0 – DOOR STRIKE RELAY MODULE TO INTERFACE ACCESS CONTROL CONTROLLER WITH ELECTRIFIED DOOR LOCKING HARDWARE AT DOORS 351, 352 AND 353								
386	28 16 11 00 0162	EA	Smarterm Four Reader Processing Panel (Continental Instrument CICP1400)Card capacity up to 2,500. Includes 16 alarm inputs, tamper alarm, and 9 relay outputs. Complete in a lockable steel enclosure with battery standby for memory and system operation.								$7,626.35
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	6,134.45	x	1.2432	=	7,626.35	
			A2.0 - FOUR-READER ACCESS CONTROL PANEL TO SERVE DOORS 351, 352 AND 353. INCLUDE PROGRAMMING AND COMMISSIONING.								
387	28 16 11 00 0201	EA	1,200 Lb., Single Door, Surface Mount, Magnetic Door Lock								$3,853.46
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	1,033.21	x	1.2432	=	3,853.46	
			A-2.0 – MAGNETIC LOCK FOR ACCESS CONTROLLED DOORS 351, 352 AND 353.								
388	28 46 13 31 0080	EA	Intelligent Photoelectric Smoke Detector (EST3 SIGA2-PS)								$2,209.71
				Quantity		Unit Price		Factor		Total	
			Installation	6.00	x	296.24	x	1.2432	=	2,209.71	
			PROVIDE AND INSTALL NEW SMOKE DETECTOR LAB RECONFIGURATION								
389	28 46 13 31 0090	EA	Duct Smoke Detector Test Station, 2-Gang Plastic Plate With Key Switch, 2 Keys, Use With Duct Detector Only (EST3 SIGA-DTS)								$244.66
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	196.80	x	1.2432	=	244.66	
			DUCT DETECTOR TEST STATION								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152592.00
Work Order Title: PD Forensic Service Area Modernization

Section - 28

390	28 46 13 31 0598	EA	Addressable Single Action Manual Pull Station (Simplex 4099-9001)								$1,696.74
		Installation	Quantity		Unit Price		Factor		Total		
			6.00	x	227.47	x	1.2432	=	1,696.74		
		PROVIDE AND INSTALL NEW PULL STATION FOR LAB RECONFIGURATION									
391	28 46 13 31 0911	EA	Ceiling Mounted Multi-Candela Horn/Strobe (Siemens SE-MC-CR)								$2,030.25
		Installation	Quantity		Unit Price		Factor		Total		
			6.00	x	272.18	x	1.2432	=	2,030.25		
		PROVIDE AND INSTALL NEW HORN/STROBE FOR LAB RECONFIGURATION									
392	28 46 13 31 1549	EA	Intelligent Addressable Relay Module (Notifier NC-100R)								$298.62
		Installation	Quantity		Unit Price		Factor		Total		
			1.00	x	240.20	x	1.2432	=	298.62		
		RELAY MODULE FOR ADDED DEVICES									
393	28 46 13 31 1562	EA	Six Zone Intelligent Addressable 2-Wire Detector Monitor Module (Notifier NZM-100-6)								$2,948.17
		Installation	Quantity		Unit Price		Factor		Total		
			2.00	x	1,185.72	x	1.2432	=	2,948.17		
		FA MM - MONITOR MODULE FOR FUME HOODE AND EF									
394	28 46 13 31 1595	EA	Intelligent Addressable Laser Duct Smoke Detector (Notifier FSL-751D)								$1,853.61
		Installation	Quantity		Unit Price		Factor		Total		
			1.00	x	1,491.00	x	1.2432	=	1,853.61		
		FA DUCT DETECTOR									
395	28 46 13 31 2060	EA	Addressable Duct Detector Test Switch (Silent Knight SD505-DTS)								$253.56
		Installation	Quantity		Unit Price		Factor		Total		
			1.00	x	203.96	x	1.2432	=	253.56		
		PROVIDE AND INSTALL DUCT DETECTOR TEST SWITCH									
396	28 46 13 31 2809	HR	Test And Certification Of Fire Alarm System								$6,463.45
		Installation	Quantity		Unit Price		Factor		Total		
			16.00	x	324.94	x	1.2432	=	6,463.45		
		EXISTING FA SYSTEM TESTING/CERTIFICATION 2EA X 1 DAY = 16 HOURS									
397	28 46 13 31 2811	HR	Fire Alarm Techanician For Programming Of Existing Fire Alarm System								$7,756.08
		Installation	Quantity		Unit Price		Factor		Total		
			24.00	x	259.95	x	1.2432	=	7,756.08		
		PROGRAMMING/INTEGRATION EXISTING FA SYSTEM FOR (N) DEVICE TIE INS 2EA X 1 DAY FOR PRETECT 1 EA X 1 DAY FOR FINAL TEST									

Subtotal for Section - 28 **$45,131.42**

Proposal Total **$987,030.57**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

RESOLUTION NO. 26-29,713

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH VINCOR CONSTRUCTION, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE POLICE DEPARTMENT FORENSIC SERVICES AREA MODERNIZATION PROJECT

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter and Burbank Municipal Code section 2-2-116 provide that the City Council may waive formal competitive bidding by resolution and approve alternate 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 delivery method allows the City to utilize another public agency's bid, which includes language that the public agency is bidding on behalf of the members of the Cooperative, nationwide. This reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, thus eliminating much of the time needed for a bid solicitation process and thereby streamlining the project timeline.

C. The cooperative agreement delivery method is optimal for small building improvement projects because it provides the City with maximum flexibility to obtain construction services and goods, materials, and equipment at a reduced cost.

D. It is in the best interests of the City to utilize the selected cooperative agreement delivery method for the Police Department Forensic Services Area Modernization Project to save time and cost.

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 Police Department Forensic Services Area Modernization Project ("Project") using the cooperative agreement project delivery method. 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 agreement delivery method accompanied by a competitive proposal solicitation process is in the best interests of the City.

2. The design plans for 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. The Public Works Director or his

designee is authorized to approve the final plans and specifications.

3. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to the California Code of Regulations, Title 14, Section 15302, pertaining to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure being replaced.

4. The total construction budget for the Project is estimated at $1,184,436.68. An additional 20% contingency, in the amount of $197,406.11, is included to address unforeseen utility conditions, including but not limited to rerouting, repair, or relocation. The total construction budget may be adjusted by the City Manager or his designee, up to the total budgeted amount for the Project.

5. The cooperative agreement and related amendment are approved with minor modifications as may be deemed appropriate by the City Manager or his designee and approved as to form by the City Attorney.

6. The City Manager or his designee is authorized to execute an agreement with Vincor Construction, Inc. for the Project, including approval of change orders when within existing budgeted resources.

7. The cooperative agreement shall be retained as a permanent record.

APPROVED and ADOPTED this 16th day of June 2026.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Linda Thai
Linda Thai, Assistant City Clerk

By: s/Catherine Kim
Catherine Kim
Senior Assistant City Attorney

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

I, Linda Thai, Assistant 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 16th day of June 2026, by the following vote:

AYES: Perez, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Mullins.

ABSTAIN: Anthony.

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: David Kriske, Assistant Community Development Director

SUBJECT: Adoption of a Resolution Approving an Entry and Construction Agreement with Burbank Empire Center, LLC to Construct Public Sidewalk Improvements Near Empire Interchange and Dispensing with Competitive Bidding

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AN ENTRY AND CONSTRUCTION AGREEMENT WITH BURBANK EMPIRE CENTER, LLC TO CONSTRUCT PUBLIC SIDEWALK IMPROVEMENTS NEAR EMPIRE INTERCHANGE AND DISPENSING WITH COMPETITIVE BIDDING (Attachment 1).

BACKGROUND

The Empire Interchange Project (Empire Interchange) is a regional transportation project undertaken by Caltrans, Metro, and the City of Burbank to construct a new interchange with Interstate 5 at Empire Avenue, along with constructing two elevated railroad grade separations, reconstructing the Burbank Boulevard interchange, and constructing high-occupancy vehicle lanes and other freeway improvements. The project was completed in 2023.

In addition to being a necessary local and regional transportation improvement, the Empire Interchange is also a mitigation measure for the Empire Center Planned Development and was identified in the project's Environmental Impact Report as necessary to address transportation impacts. Due to this, the Empire Center's owner, Burbank Empire Center, LLC (BEC), dedicated property to the City of Burbank along the project's northern frontage with Empire Avenue to construct the Empire Interchange and to relocate sewer and storm drain lines. This property was conveyed to the City, and then

the City made the property available to Caltrans to construct the interchange. Construction began in 2012 and was substantially complete in 2019.

When Caltrans constructed the interchange, they were required to demolish private property improvements on BEC's property and restore them in kind once construction was completed. However, restoration of this area was delayed while Caltrans, BEC, and the City negotiated how to restore the public and private property improvements near the interchange improvements. The parties have now finalized the plans for improving this area and BEC wishes to commence with constructing the improvements.

DISCUSSION

When the Empire Interchange was constructed, Caltrans disturbed a portion of public and private property located between the new Empire Interchange south retaining wall and the north side of the Empire Center near the Sharkey's Restaurant and Starbucks. The project construction left an unsightly, ungraded condition adjacent to the Empire Center and a partially demolished public patio for these establishments. The project also required the temporary relocation of a public art piece in the patio area and demolition of a pedestrian access point to the Empire Center from Empire Avenue and Victory Place. Approving an Entry and Construction Agreement would allow BEC to restore the public and private property by regrading the area, reconstructing the private patio area, installing lighting and landscaping, and replacing the public art. In addition, BEC will construct a retaining wall, public sidewalk, and lighting improvements to restore pedestrian access between Empire Avenue, Victory Place, and the Empire Center. Improving this disturbed area and providing pedestrian improvements were identified as items on a list of project "unmet needs" improvements that were not properly addressed by Caltrans but nonetheless are needed to complete the project properly. Once completed, the public sidewalk and several pedestrian lights will be owned and maintained by the City as public improvements (Public Improvements). The location of the Public Improvements is shown on Attachment 2.

To authorize BEC to construct the Public Improvements on City property, City Council approval is required for an Entry and Construction Agreement (Agreement) and to dispense with competitive bidding, finding it is in the best interests of the City (City Charter § 1205; Burbank Municipal Code § 2-2-116(K)). The Agreement does the following:

- Defines the terms and conditions by which BEC will construct the improvements;
- ensures the improvements are constructed to City standards;
- requires BEC to comply with all legal requirements for public works construction (such as paying prevailing wages); and
- allows BEC and its contractors access to City property to construct the improvements on behalf of the City.

Dispensing with competitive bidding and authorizing BEC to construct the Public Improvements are in the City's best interests because BEC is completing similar private improvements immediately adjacent to the Public Improvements. Authorizing BEC will ensure consistent design and construction quality, overall construction efficiency, and cost control for the Public Improvements. The Public Improvements are partially funded by Caltrans to restore the public and private property in this area.

The Public Improvements are expected to cost $500,111. Pursuant to a separate settlement agreement between Caltrans, the City, and BEC, $403,854 will be paid by Caltrans in recognition of the fact that a majority of the Public Improvements are restoration work arising from the Empire Interchange. The remaining $96,257 will be paid by the City. In addition, staff requests the City Council authorize staff to spend up to $50,000 in additional funds (or 10% of the construction cost) as a construction contingency should construction change orders be required to address conditions not readily apparent during the design of the Public Improvements.

ENVIRONMENTAL REVIEW

Caltrans was the lead agency for the overall Empire Avenue Interchange Project and conducted environmental review pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act. A Mitigated Negative Declaration / Finding of No Significant Impact was made by Caltrans for the HOV-carpool lane and freeway widening portion of the project in 2000, and a Mitigated Negative Declaration / Finding of No Significant Impact was made for the Empire Avenue Interchange and railroad grade separation in 2002. Environmental re-evaluations were subsequently conducted in 2005 and 2008 to evaluate changes to the project design which both concluded that there were no changes in environmental circumstances as a result of these project adjustments.

The City determines that no subsequent or supplemental review is required to analyze the minor sidewalk, retaining wall, and pedestrian lighting that will be performed for this restorative work because CEQA Guidelines Section 15162 and 15163 do not trigger any additional review. Specifically the proposed minor modifications: i) do not propose substantial changes that result in new significant environmental effects, nor a substantial increase in the severity of previously identified significant effects; and ii) there have not been substantial changes with respect to the circumstances under which the project is undertaken which will require major revisions of the previous Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and further, iii) no new information of substantial importance has surfaced since the approval of the Mitigated-Negative Declaration, which was not known at the time of that CEQA approval, which adds or contributes to significant effects or significantly affects prior mitigation

measures. Therefore, the City determines that no further CEQA documentation is required.

FISCAL IMPACT

There is no fiscal impact to approve the Resolution and the Entry and Construction Agreement. The City contribution of $96,257 and the construction contingency of $50,000 will be paid from Transportation Development Impact Fee funds earmarked for the Empire Avenue Interchange Project, already included in the Fiscal Year 2025-26 Adopted Budget.

CONCLUSION

Staff recommends that Council adopt the Resolution approving the Entry and Construction Agreement with BEC, and find that it is in the best interest of the City to dispense with competitive bidding for the construction of the Public Improvements.

The Public Improvements will complete one of the City's "un-met" project needs that was not addressed with the main freeway project construction. Additionally, the Public Improvements will enhance overall pedestrian access to the Empire Center, restore a public property area that is currently unsightly and un-maintained, and provide additional public pedestrian improvements connecting Empire Avenue and Victory Place.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Location of Proposed Public Improvements
Attachment 3 – Entry and Construction Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AN ENTRY AND CONSTRUCTION AGREEMENT WITH BURBANK EMPIRE CENTER, LLC TO CONSTRUCT PUBLIC SIDEWALK IMPROVEMENTS NEAR EMPIRE INTERCHANGE AND DISPENSING WITH COMPETITIVE BIDDING.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Empire Interchange Project was a regional transportation project completed by Caltrans, Metro, and the City of Burbank ("City") in 2023 to construct a new interchange with Interstate 5 at Empire Avenue, along with constructing two elevated railroad grade separations, reconstructing the Burbank Boulevard interchange, and constructing high-occupancy vehicle lanes and other freeway improvements.

B. During construction of the Empire Interchange Project, certain public and private property adjacent to the project was demolished and restoration was delayed while the City, Caltrans, and the private property owner (Burbank Empire Center, LLC ("BEC")), negotiated how to restore the public and private improvements near the Empire Interchange Project. The parties finalized the plans for the restoration work, which includes construction of certain public and private improvements on portions of City-owned property.

C. The public improvements include public sidewalk and several lighting improvements that will be owned and maintained by the City (collectively, "Public Improvements.")

D. BEC plans to construct the private improvements, which consist of a retaining wall, lighting improvements, private outdoor patio improvements, landscaping, garden walls, and related grading, (collectively, "Private Improvements") immediately adjacent to the Public Improvements.

E. In recognition of the fact that a majority of the restoration work arises out of Caltrans' Empire Interchange Project, Caltrans is paying for a majority of the construction costs to fund the Public Improvements pursuant to a separate settlement agreement. Under the settlement agreement, Caltrans will pay $403,854 and the City will pay the remaining $96,257 for construction of the Public Improvements.

F. To ensure consistent design and construction quality, as well as overall construction efficiency and cost control, the City desires to hire BEC to construct the Public Improvements as part of the overall restoration work.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Pursuant to Charter Section 1205 and Burbank Municipal Code Section 2-2-116(K), the City Council hereby waives competitive bidding for the construction of the Public Improvements, finding it is in the best interest of the City to directly engage Burbank Empire Center, LLC ("BEC") to construct the Public Improvements as part of the overall restoration work arising out of the Empire Interchange Project.

2. The Entry and Construction Agreement between the City and BEC ("Contract"), for the construction of the Public Improvements is hereby approved. The City Manager, or the City Manager's designee, is authorized to execute the Contract on behalf of the City and approve and execute any amendments or extensions thereto, but only to the extent that applicable funds are available and budgeted for the Public Improvements. A complete copy of the Contract is on file in the City Council Office.

3. The total City budget for the construction of the Public Improvements shall be $146,257.00, which includes a $50,000.00 construction contingency (equal to approximately 10 percent of the total construction cost for the Public Improvements).

4. The City Council hereby delegates authority to the Public Works Director, or his designee, to review, and in his discretion, to approve, the final plans and specifications for the Public Improvements.

5. The Public Improvements were evaluated under the Mitigated Negative Declarations/Findings of No Significant Impact issued in 2000 and 2002 in accordance with the California Environmental Quality Act ("CEQA") for the Empire Avenue Interchange Project, including the environmental re-evaluations conducted in 2005 and 2008. Construction of the Public Improvements does not require any subsequent or supplemental CEQA review pursuant to CEQA Guidelines Sections 15162 and 15163. The Public Improvements i) do not propose substantial changes that results in new significant environmental effects, nor a substantial increase in the severity of previously identified significant effects; and ii) there have not been substantial changes with respect to the circumstances under which the project is undertaken which will require major revisions of the previous Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and further, iii) no new information of substantial importance has surfaced since the approval of the Mitigated-Negative Declaration, which was not known at the time of that CEQA approval, which adds or contributes to significant effects or significantly affects prior mitigation measures. Therefore, the City Council determines that no further CEQA documentation is required.

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: _____
Lisa Kurihara
Senior Assistant City Attorney

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

I, Kimberley Clark, City Clerk, 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

Burbank Empire Center Entry and Construction Agreement - Location of Public Improvements

ATTACHMENT 2-1

Entry and Construction Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF BURBANK, a municipal corporation, hereinafter designated "City", and Burbank Empire Center, LLC, hereinafter designated "Contractor" (collectively, the "Parties").

RECITALS

I. Contractor and City have entered into a Settlement Agreement relating to real property located at 1501 N. Victory Place ("Private Property"). As part of that Settlement Agreement, Contractor is constructing privately-owned improvements consisting of private outdoor patio improvements, landscaping, garden walls, retaining walls with hand railing, and pathway lighting (collectively, "Private Improvements"), and City is engaging Contractor to build publicly-owned improvements for the City consisting of public sidewalks (collectively, "Public Improvements"). The Private Improvements and Public Improvements are collectively referred to in this Agreement as the "Work."

II. Portions of the Work are located on City-owned real property located adjacent to Private Property on or about the south side of Empire Avenue between Victory Place and a point 600 feet west of Victory Place and the west side of Victory Place between Empire Avenue and a point 50 feet south of Empire Avenue ("City Property"). To complete the Work, Contractor requires permission to enter and access the City Property to construct the Work, which City has agreed to provide pursuant to the Settlement Agreement. On October 13, 2025, the City's Planning Commission approved the adjustment of the property lines for the Private Property and City Property so that all Private Improvements will be located on Private Property, and all Public Improvements will be located on City Property, following formal vacation of City-owned property and acceptance of adjacent privately-owned property.

III. Because the Work involves both Private Improvements and Public Improvements, Contractor agrees to perform the Public Improvements as specified in this Agreement.

IV. On _____, pursuant to Charter Section 1205 and Burbank Municipal Code Section 2-2-116(K), the City Council adopted a resolution finding that it is in the best interests of the City to waive competitive bidding for construction of the Public Improvements and instead, engage Contractor to complete the Public Improvements in conjunction with the Private Improvements.

The Parties hereto mutually agree as follows:

GENERAL CONDITIONS

1. ENTRY AND SCOPE

A. As agreed upon in the Settlement Agreement, the City hereby grants Contractor (including its employees, agents, contractors, and subcontractors) a nonexclusive right to enter City Property for the purpose of completing the Work (both Public Improvements and Private Improvements) and temporarily encroach on City Property with the Private Improvements until the time that the relevant property lines are adjusted as described in Recital II.

B. The Scope of Work for this Agreement includes all work necessary to construct the Public Improvements, and is more specifically described in Exhibit A, attached and incorporated herein, including but not limited to the Public Improvements as depicted on approved plans included in permit #PW2304952 dated 9/20/2023.

C. As outlined in the Settlement Agreement, the total construction cost of the Public Improvements is $369,616.00 ("Contract Price"), of which the City will pay Contractor $96,257.00 with the remaining cost paid by other parties. This compensation is outlined and payable under the separate Settlement Agreement into an escrow account, and is referenced herein for informational purposes only.

D. If Contractor hires a third-party contractor to perform the Public Improvements outlined in this Agreement, Contractor shall furnish City with a copy of the written contract between Contractor and its hired third-party contractor to perform the Public Improvements. The written contract must require the third-party contractor to perform all obligations imposed on it as outlined in this Agreement, and deliver all documents to the City as required by this Agreement, prior to the initiation of any Work.

2. **CONTRACTOR'S LICENSE CLASSIFICATION**

Contractor (or its hired contractor or subcontractors performing the Work) shall possess a valid Class A – General Engineering Contractor License at the time that this Agreement is executed and throughout the performance of the Public Improvements. Contractor and all subcontractors must maintain current licensing throughout the life of the project.

No contractor or subcontractor may be listed in this Agreement or awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. **TIME FOR COMPLETION**

Contractor shall complete the Public Improvements in accordance with this Agreement within **180 consecutive calendar days**, subject to Section 6.6 of the Greenbook Standard Specifications for Public Works Construction, 2012 Edition, from and after the City's Notice to Contractor to commence work hereunder, including time required for any design, agency approval(s), procurement, shipping, installation, inspection(s), testing, and final acceptance.

4. **BONDS**

Contractor shall promptly furnish, at its own cost and expense, the requisite Faithful Performance and Payment Bonds in connection with the Public Improvements with a responsible Corporate Surety authorized to issue such bonds in California on the bond forms provided by the City and attached hereto as Exhibits F and G, (or form approved by the City Attorney) and subject to approval of the City Attorney. If Contractor hires a third-party contractor to perform the Public Improvements, Contractor shall require the hired contractor to comply with the provisions of this Section 4 as if it were the "Contractor" herein, and furnish the requisite bonds to the City.

A. **Faithful Performance Bond.** The Faithful Performance Bond shall be the cost to perform the Public Improvements, exclusive of governmental permit costs and/or fees Contract Price, including any escalation and continued upon the faithful performance by the said Contractor of all covenants, terms, conditions and stipulations in the manner specified therein, and that all materials used and workmanship employed in the performance of the Public Improvements shall be free from defects. Should any defects in the Public Improvements appear within a period of one (1) year from the date of acceptance by the City, the Contractor shall, at his own cost and expense, repair, replace and correct such defects to the satisfaction of the Project Manager within thirty (30) days after notice thereof by the City. For the avoidance of doubt, Contractor shall not be required to furnish a warranty bond in connection with performance of the Public Improvements.

B. **Payment Bond.** The Contractor shall, in addition to the Faithful Performance Bond, furnish a Payment Bond in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price and shall be conditioned and provide that if the Contractor or his Subcontractors, fails to pay for any materials, transportation, appliances, or utilities used in, upon, for or about the performance of the Public Improvements contracted to be done, or for any labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such labor, said Surety will pay the same in an amount not exceeding the sum set forth in this Agreement, and also in case suit is brought upon this bond a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons, firms, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Code of Civil Procedure of the State of California.

5. **INSURANCE**

The Contractor's third-party contractor shall assume all liability for injuries to persons or damages to property during the performance of the Public Improvements or other Work occurring on City Property caused by any equipment or materials furnished or work done under the Agreement or the operation thereof during the life of the Agreement and shall furnish and maintain Worker's Compensation Insurance, General Liability and Property Damage Insurance, and Automobile Liability Insurance as provided in the Standard Specifications for Public Works Construction, 2012 Edition ("Greenbook"), as modified by the City of Burbank Additions and Amendments to the Standard Specifications for Public Works Construction, attached as Exhibit B.

Before delivering any equipment, materials, or the performance of any work by the Contractor's third-party contractor, any subcontractors or any agent, servant, employee or representative of any of them, at the jobsite under this Agreement, the Contractor must file with the City's Purchasing Division a policy or an acceptable Certificate of Insurance subject to approval of the City, indicating the requisite insurance is in full force and effect. Contractor shall require its third-party contractor to comply with the provisions of this Section 5, and to furnish the requisite Certificate of Insurance and related endorsements to the City.

A. **Workers' Compensation Certification.** Upon execution of this Agreement, Contractor's third-party contractor shall complete and submit the Workers' Compensation Certification, attached as Exhibit F.

B. **Damage and Theft.** The Contractor's third-party contractor may insure the equipment, materials and work to cover its interest in the same from time to time, as required. The City will not, under any circumstances, be liable, answerable or accountable for any theft, loss or damage, however and by whatever cause, to said equipment, materials and work, or any part or parts thereof, used or employed in fully completing the Agreement, until after the Agreement is completed and formal acceptance of the work by the City.

6. **SAFETY PRACTICES**

A. Before the Notice to Proceed, the Contractor shall supply the City with Material Safety Data Sheets (MSDS) for all chemicals to be used in the performance of this Agreement. The City will make available to the Contractor the MSDS of any products in use in the areas of work covered by this Agreement. All hazardous materials to be properly disposed of off-site.

B. The Contractor is fully responsible for the safe performance of all Public Improvements for which they are contractually committed, whether performed by themselves or by their third-party contractor or any subcontractors. The Contractor must provide adequate protection for the health and safety of City employees, the general public and their own personnel. The Contractor must have in place their own **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. **The Contractor must submit the Contractor Certification Form (attached as Exhibit D) with this Agreement.** By

signing the certification form the Contractor has certified, under penalty of perjury, such a program is in place. Contractor's third-party contractor and any subcontractors will be required to sign prior to commencing work. California law also requires that the aforementioned program cover all employees and personnel controlled, directed or supervised by the Contractor to the extent that they are exposed to worksite and job assignment specific hazards.

The program shall be written and shall include but not be limited to the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

4. The Contractors occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the worksite without fear of reprisal.

6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.9.

8. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Contractor shall include inspection checklist and training documentation form.

9. The Contractor shall include procedures to investigate occupational injury or occupational illness.

10. For Construction projects the Contractor shall adopt a written code of safe practices which relates to the employers operations. Tailgate meetings shall be held at least every ten (10) working days with employees/crews.

7. CONTRACTOR'S LABOR AND WAGE RATES

A. There shall be paid each craft or type of worker employed by the Contractor's third-party contractor or any subcontractor engaged in Public Improvements under this Agreement not less than the applicable wage rate, including legal holiday and overtime rates, found and determined by the Director of the Department of Industrial Relations for the State of California, in accordance with the Standards set forth in Section 1773 of the California Labor Code. Copies are available on the Internet at http://www.dir.ca.gov/DLSR/PWD. The Adobe Acrobat Reader (available at http://www.adobe.com) is required to view these pages.

The Contractor shall comply with the provisions of Section 1775 of the Labor Code which, so far as material hereto, reads as follows: 'Except as otherwise provided by law, the contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as

determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or subcontractor."

The Contractor's third-party contractor and any subcontractor performing work on the Public Improvements, in conjunction with this Agreement shall comply with the provisions of Section 1776 of the Labor Code of the State of California.

B. The prevailing wage rates specified by the State of California are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor or Contractor's third-party contractor or any subcontractor because of payment by them of any wage rate in excess of the applicable rate contained in this Agreement.

Should Premium Time Work and/or Time and Material Work not in the Public Improvements be required during the progression of the Work, it may be awarded in accordance with those rates or as agreed otherwise between City and Contractor.

C. Eight (8) hours labor constitutes a legal days' work for each worker employed in the execution of this Agreement. The time of service of any worker employed in the execution of this Agreement is limited and restricted to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, except as hereinafter provided. The Contractor shall, as a penalty to the City of Burbank, forfeit Twenty-Five Dollars ($25) for each worker employed in the execution of this Agreement by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions hereof.

Notwithstanding the provisions of Sections 1810 to 1814 of the Labor Code of the State of California, and notwithstanding the foregoing stipulations inserted herein pursuant to the requirements of said Sections, work performed by employees of the Contractor or any Subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, in the execution of this Agreement, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, at not less than one and one-half (1-1/2) times the basic rate of pay.

D. The Contractor shall pay to workers needed to execute the Agreement the per diem wages as defined in Labor Code Section 1773.9.

E. Only apprentices who are in training under apprenticeship standards and written apprentice agreements complying with Division 3, Chapter 4, Section 3070, et seq., of the Labor Code, are eligible to be employed in the performance of this Agreement.

The term 'apprentice' as used in this Agreement means a person at least sixteen (16) years of age who has entered into a written agreement with an employer or their agent, an association of employers, or an organization of employees, or a joint committee representing both in conformity with the provisions of Division 3, Chapter 4, Section 3070, et seq., of the Labor Code.

Every apprentice employed in performance of this Agreement shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which they are employed and shall be employed only at the work of the craft or trade to which they are indentured.

The Contractor's third-party contractor or any subcontractor performing any of the Public Improvements under this Agreement who employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work to be constructed or performed under this Agreement, to which fund or funds other Contractors in that area are contributing, shall contribute to the fund or funds in each craft or trade in which the Contractor's third-party contractor or any subcontractor employees, journeymen or apprentices on

the public work in the same amount or upon the same basis and in the same manner as other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

The Contractor shall be responsible for complying with Section 1777.5 of the Labor Code for all apprenticeable occupations.

The Contractor shall conform to all requirements of Sections 1777.5 and 1777.6 of the Labor Code.

F. For further requirements related to matters specifically mentioned above, reference is hereby made to Division 2, Part 7, Chapter 1 of the Labor Code, with which compliance is required and to which reference is hereby made for further particulars.

G. Contractor shall require its third-party contractor to comply with the provisions of this Section 7.

8. **SUBCONTRACTORS**

A. The Contractor shall set forth the name, license number, and the location of the place of business of each hired third-party contractor and subcontractor who will perform work or labor or render service to the Contractor in or about work on the Public Improvements involving an amount in excess of one-half of one percent (.5%) of the Contractor's total Contract Price, and the portion of the Public Improvements which will be done by each such subcontractor.

B. For work on the Public Improvements, the Contractor shall not substitute any subcontractor in place of the subcontractor designated in Exhibit C, attached and incorporated herein, nor permit any such subcontract to be assigned or transferred to allow it to be performed by anyone other than the original subcontractor listed in Exhibit C, nor sublet or subcontract any portion of the Public Improvements in excess of one half of one percent (.5%) of the total Contract Price as to which Contractor did not designate a subcontractor in Exhibit C, except and unless the prior formal written approval of the City has been obtained.

C. The Contractor shall comply with Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California.

9. **PAYROLL RECORDS**

The Contractor (including any third-party contractor hired to perform the Public Improvements) shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code.

10. **FEDERAL, STATE AND LOCAL TAXES**

The Contract Price shall include all applicable Federal, State and Local taxes. The Contract Price shall exclude Federal transportation taxes from which the City is exempt, provided; however, if the State of California Use Tax is applicable, it shall be quoted as a separate item in the Contract Price, and the Contractor shall state whether or not he is authorized or required to collect such Use Tax.

11. **ERRORS AND OMISSIONS**

The Contractor will not be allowed to take advantage of any error or omission in the Specifications and/or Drawings in connection with the Public Improvements. The Contractor shall be responsible for any errors, inconsistencies, or omissions in the drawings, specifications, or other contract documents prepared by or on behalf of the Contractor. The Contractor shall promptly correct such errors or omissions at no additional cost to the City. Any costs or delays resulting from such errors or omissions shall be borne by the Contractor.

12. **EXECUTION OF AGREEMENT**

In no event shall Contractor deliver any equipment, materials, or perform any work on the Public Improvements, nor perform any Work on the City Property, nor shall any purchase order be issued until Contractor has furnished the executed Agreement and required documentation, including but not limited to, bonds and insurance acceptable to the City.

13. **INVOICES**

The Parties do not anticipate the use of invoices as payment for the Work is being made pursuant to the separate Settlement Agreement. However, to the extent that additional payments are due for changes in work on the Public Improvements as outlined below, it is understood that partial invoicing is acceptable; however, all invoices shall contain a complete breakdown of all labor (including the title of personnel) and material furnished per location of such work. Invoices shall be paid within 30 days of the City's receipt and approval of such invoice.

All payments made to California Non-Residents (not qualified with the Secretary of State) for services provided in the State of California are subject to a 7% withholding which will be paid directly to the State of California. For more information, see California Franchise Tax Board (FTB) Publication 1017.

14. **PAYMENTS FOR CHANGES IN WORK**

Minor changes in the Public Improvements, not involving extra cost and not inconsistent with the purchases of the Agreement, shall be performed by the Contractor without any additional charge to the City.

In the event any unanticipated changes to the Scope of Work identified during construction of the Public Improvements result in additional costs that exceed the agreed-upon payment by Caltrans and City to Contractor identified in the Settlement Agreement, including but not limited to change orders requested by the City or other government entities, infrastructure upgrades requested by the City, code compliance issues, and unforeseen liabilities identified as part of construction, the City agrees to bear the costs of such changes.

Disagreement as to payment or method of payment shall not excuse the Contractor from performing extra work on the Public Improvements ordered by the Project Manager as herein before provided. Pending final determination of the amount due the Contractor, payments on account of changes in the Public Improvements shall be made only on certification by the City's Representative.

15. **APPLICABILITY OF 2012 GREENBOOK**

This Agreement will be governed by the Standard Specifications for Public Works Construction, 2012 Edition (commonly referred to as the "Greenbook"), as modified by the City of Burbank Additions and Amendments to the Standard Specifications for Public Works Construction, attached as Exhibit B. Unless otherwise provided in this Agreement or directed by the City, the Contractor shall comply with the Greenbook and related City of Burbank Additions and Amendments in the performance of the Public Improvements and administration of this Agreement.

16. **IDENTIFICATION**

All correspondence, drawings, shipping papers, documents and invoices pertaining to equipment described in the Specification for the Public Improvements shall be plainly marked with the number of the Specification or Purchase Order Number. All bundles, boxes, crates, containers, and pieces of equipment shipped under the Specification shall be plainly labeled with said number.

17. **CHARTER CITY STATUS**

Except as provided for in the Burbank Municipal Code or pursuant to applicable laws or agreement approved by the City Council, the City of Burbank, as a Charter City, is exempt from the provisions of the California Public Contract Code.

18. **PERSONAL LIABILITY**

No member of the City Council or other officer, employee, or agent of the City, or their consultants shall be personally responsible for any liability arising under or by virtue of the Agreement.

19. **INDEMNITY**
The Contractor shall indemnify and defend the City as outlined in Exhibit B (City of Burbank Additions and Amendments to the Standard Specifications for Public Works Construction).

20. **SUPERVISION BY CONTRACTOR**
The Contractor, or their authorized representative, who shall be technically competent to superintend and direct the progress of the Public Improvements, shall be in personal attendance at all times during the performance of the Public Improvements, and such representative shall be authorized to act for the Contractor in all matters relating to the Public Improvements and the Contractor shall be bound thereby.

21. **SUPERVISION BY THE CITY**

A. A City of Burbank (COB) representative ("COB Representative") shall, at all times, have the right to inspect the Public Improvements and materials in the course of manufacture, assembly or installation and make such tests from time to time as may be deemed advisable; provided that such right to inspect by the COB Representative shall be conditioned upon Contractor's representative accompanying the COB Representative at all times during such inspection, and the COB Representative complying with all safety requirements of Contractor, its third-party contractor and any subcontractor at all times during such inspection. The Contractor shall keep the COB Representative, informed as to the progress of the Public Improvements, and give him ample notice, in advance, of appropriate times for inspection and tests, and shall furnish him with reasonable facilities for such inspection and tests for obtaining such information as he may desire respecting the Public Improvements and the character of the materials used.

B. All equipment and material for any Public Improvements purchased under the Specifications may be inspected by the COB Representative upon delivery, and, if any such equipment or material does not materially comply with the Specifications ("Non-Complying Work") or was not performed with written authorization by the City ("Unauthorized Work"), such Non-Complying Work or Unauthorized Work, as the case may be, may be rejected by the COB Representative; provided that any such rejection by the COB Representative is contingent upon the COB Representative giving, within five (5) days following delivery of such Non-Complying Work or such Unauthorized Work, as applicable, written notice (a "Rejection Notice") to Contractor either specifying in detail (sufficient to correct all Non-Complying Work) the reasons such equipment or material does not comply with the Specifications, or identifying with particularity which equipment or material was not performed with written authorization by the City, as applicable.

C. The Contractor shall furnish all facilities for inspection during manufacture, and at the construction site and shops or yards as desired, and shall not conceal any Public Improvements requiring inspection until the same has been approved by the COB Representative. If such Public Improvements should be concealed before inspection, the Contractor will be required to remove such portions of the Public Improvements as may be necessary to enable such inspections to be made.

D. Provided that the COB Representative gives Contractor a proper and timely Rejection Notice pursuant to Section 21(B) above, any Non-Complying Work specified in such Rejection Notice shall be remedied, or removed and replaced, by the Contractor's third-party contractor, at no additional cost to the City, consistent with the Specifications, and any Unauthorized Work identified in such Rejection Notice shall not be paid for by the City, and, if expressly requested in the Rejection Notice, shall be removed by Contractor's third-party contractor at no additional cost to the City. If Contractor or its third-party contractor fails to commence within thirty (30) days after Contractor's receipt of a proper and timely Rejection Notice, and thereafter fails to use diligent efforts to complete, any of the obligations by Contractor or its third-party contractor under this Section 21(D), the City may, upon prior written notice to Contractor within sixty (60) days following

the Rejection Notice, cause any Non-Complying Work to be remedied, or removed and replaced, consistent with the Specifications, and any Unauthorized Work to be removed (if such removal had been expressly requested in the Rejection Notice), subject to reimbursement of any reasonable out-of-pocket costs actually incurred by the City within thirty (30) days following Contractor's receipt from the City of all backup documentation evidencing such costs.

E. The COB Representative inspections, as provided for in this Section **shall not be in lieu** of the City Building Official Inspection.

22. **DEFINITIONS**

"CITY'S REPRESENTATIVE" or "COB REPRESENTATIVE" is David Kriske, whose mailing address is City of Burbank - Community Services Building, 150 N. Third Street, Burbank, CA 91502. However, the City may, without liability to the Contractor, unilaterally designate a different person and/or organization to act as its Representative and will so advise the Contractor in writing, at which the person or organization so designated shall be the City's Representative for purposes of this service effort.

"COMPLETION OF WORK" or "COMPLETION" shall mean the date of final acceptance of the Public Improvements by the City and specifically includes all Punch List corrections.

"DRAWINGS" shall mean the plans, profiles, cross sections, Standard Plans, working drawings, and shop drawings, or reproductions thereof, approved by the Project Manager, which show the location, character, dimensions, or details of the Public Improvements. Interchangeable with the term "Plans."

"FINAL ACCEPTANCE" shall mean the date that the Notice of Completion is recorded in the Office of the County Recorder for the County of Los Angeles.

"PROJECT MANAGER" shall mean the person assigned as the City's Representative or their designee, and the terms may be interchangeable.

"PUNCH LIST" shall mean a comprehensive document list identifying all items of Public Improvements to be completed by the Contractor to the satisfaction of the City as a condition precedent to final payment. The Punch List represents such listed items that may be compiled by the City, its representatives, and/or the Contractor and include Public Improvements that are incomplete or partially incomplete, defective, damaged or partially damaged, incorrectly installed, or in general, not in accordance with the Agreement.

"SPECIFICATIONS" shall mean the Technical Specifications or the Project Manual.

23. **MISCELLANEOUS**

A. **Interference.** The Contractor shall employ, insofar as possible, such methods and means in the performance of the Public Improvements as will cause the minimum of interruption to public utilities, or interference with the work of the City or any other contractor, or the activities of others whose property may be used by the Contractor.

B. **Clean Premises.** The Contractor shall leave all floors, glass, equipment, tile, paint, and premises in a clean and undamaged pre-existing condition. As necessary, all equipment shall be protected as required where Public Improvements are being performed. All Contractors' tools and equipment shall be removed from the City Property, before acceptance of the Public Improvements by City.

C. **Telephone.** If the Contractor requires a telephone, the Contractor shall make all necessary arrangements and pay therefore; it shall be maintained in some convenient location as directed by the COB Representative until the Public Improvements are complete.

D. **Acceptance Not a Waiver.** The approval or acceptance by the City, City Manager or City's Representative of the whole or any part of the equipment, materials, Work, any payment, any extension of time, or any possession or title taken by the City prior to final acceptance of the total completion of the Public Improvements, shall not operate as a waiver of any provision or portion of this Agreement, or of any rights or damages herein provided; nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.

E. **Severability.** If any part, term, or provision of the Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over the Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

F. **Governing Law.** The terms of the Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be in the Superior Court of Los Angeles County.

G. **Material.** Contractor shall verify that all material used on the site are free of asbestos, lead base paint, or any other known hazardous material. Any materials specified that do contain asbestos, lead paint, or any other known hazardous material will be brought to the attention of the City representative for review and selection of a substitute product. If any asbestos or lead materials are discovered during the performance of the Agreement, immediately stop work and notify the COB Representative.

H. **Iran Contracting Act.** Contractor certifies that it is not identified on a list created under the Iran Contracting Act of 2010, California Public Contract Code 2200 et seq. (the "Act") as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

I. **City Approved Equal.** Whenever any particular material, process or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or approved equal** unless otherwise stated.

J. **Equipment.** All equipment and/or material referred to in this Agreement shall in all respects be in full compliance with all CAL / OSHA Safety and Health Orders.

K. **Compliance with Laws.** The Contractor shall perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules, regulations, and orders.

L. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated 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.

M. **Full Agreement.** This Agreement, together with attached Exhibits, will constitute the full agreement between the City and Contractor if a purchase order is awarded. Any changes to this Agreement shall be completed in writing, signed by authorized representatives of both Parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first above written.

CITY OF BURBANK, a municipal corporation

By _____
City Manager

BURBANK EMPIRE CENTER, LLC, a Delaware limited liability company

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory

ATTEST:

_____
City Clerk

By _____
Signature and Title
Amy M. Welcher
Sr. Development Manager

By _____
Signature and Title
Joel Woehler
Managing Director - Asset Management

Approved as to form:
Office of the City Attorney

Date: _____

By: _____

Title: _____

CONTRACTOR SHALL EXECUTE THE APPLICABLE ACKNOWLEDGMENT ON THE FOLLOWING PAGE.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On June 8, 2026 before me, Alma R. Hackbart, a Notary Public in and for said state, personally appeared Amy M. Ukleter and Joel Woehler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alma R. Hackbart
Notary Public in and for said State

(Seal)

NOTARIAL SEAL IOWA
ALMA R. HACKBART
Commission Number 829340
My Commission Expires
January 7, 2027

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the President - Vice President and Secretary - Assistant Secretary, respectively, of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

PARTNERSHIP ACKNOWLEDGMENT

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

INDIVIDUAL ACKNOWLEDGMENT

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

JOINT VENTURE ACKNOWLEDGMENT

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be one of the presidents of the companies, of the joint venture that executed the within instrument and acknowledged to me that such joint venture executed the within instrument pursuant to its by-laws or a resolution of its constituent companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
Notary Public in and for the
County and State

My commission expires:

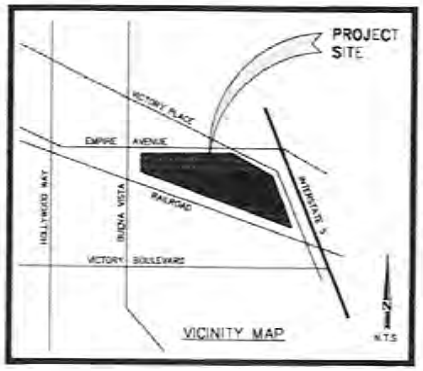
EXHIBIT A
SCOPE OF WORK

Developer shall furnish all Public Improvements on City Property in accordance with the Agreement, and all attached exhibits, and construct the following improvements as identified on Sheet 1, 2 and 3 of approved plans associated with Burbank Public Works Permit PW2304952, attached below.

Developer shall construct these improvements per 2012 Standard Specifications for Public Works Construction and City of Burbank Addition and Amendments to Standard Specifications (Exhibit B-1) and Special Provisions (Exhibit B-2).

CITY OF BURBANK - BWP		
APPROVED	BY	DATE
ELECTRIC U/G	AB	5/31/2023
ELECTRIC U/G SERVICES	AB	5/31/2023
ST LIGHTING	AB	5/31/2023
WATER	BY	6/6/2023
FIBER OPTIC	SA	5/31/2023

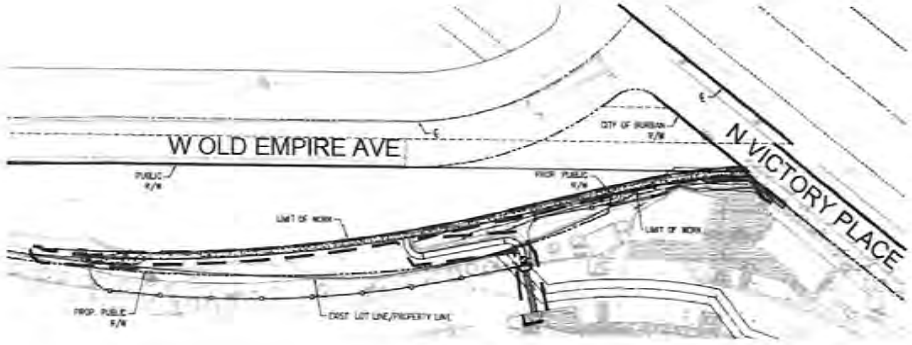
STREET IMPROVEMENT PLANS FOR
CITY OF BURBANK
BURBANK EMPIRE CENTER SIDEWALK IMPROVEMENT
EMPIRE AVENUE AND VICTOR PLACE
BURBANK, CALIFORNIA



GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED AND COMPLETED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE LATEST EDITION AND SUPPLEMENTS TO THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.
2. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.41 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY DAMAGE THAT MAY OCCUR DURING THE PERFORMANCE OF THE WORK.
4. EXISTING UTILITIES SHALL BE MAINTAINED IN PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION BY TELEPHONE: (800) 227-2600.
6. THE DIG ALERT (UNDERGROUND SERVICE ALERT) IS NOT TO BE CALLED UNTIL THE CITY OF BURBANK EXCAVATION PERMIT IS READY FOR ISSUANCE.
7. THE CONTRACTOR SHALL NOTIFY AFFECTED RESIDENCES OR BUSINESSES FIVE (5) DAYS PRIOR TO THE START OF WORK.
8. CONTRACTOR SHALL COORDINATE RELOCATION AND/OR ADJUSTMENT OF STREET LIGHT PULLBOXES, GUY WIRES, STREET LIGHT POLES, WATER METER BOXES, WATER VALVES, ETC. WITH THE CITY'S BURBANK POWER & POWER (BWP) DEPARTMENT ELECTRICAL DIVISION (818) 238-3575 AND/OR WATER DIVISION (818) 238-3500.
9. THE CONTRACTOR SHALL PROTECT OR REPLACE (BY A CALIFORNIA LICENSED LAND SURVEYOR) ALL SURVEY MONUMENTATION PER CITY OF BURBANK STANDARDS.
10. THE CONTRACTOR SHALL IMPLEMENT TRAFFIC CONTROL PER MUTCD MANUAL AND CALIFORNIA STATE STANDARDS, AS APPROVED BY THE TRAFFIC ENGINEER.
11. THE CONTRACTOR SHALL REMOVE, BY PERMITS COMPLETION, ALL PROJECT-RELATED MARKINGS (PAINT, CRAYON, ETC.) INCLUDING UNDERGROUND SERVICE ALERT MARKINGS FROM ALL NON-ASPHALT SURFACES, I.E., SIDEWALK, CURB, GUTTER, OR DECORATIVE PAVING.
12. THE LAYOUT OF EXCAVATION AREA IS REQUIRED PER CALIFORNIA CODE 4216. THE PERMITEE/CONTRACTOR IS REQUIRED TO OUTLINE THE PROPOSED EXCAVATION SITE WITH WHITE PAINT OR STAKES. PERMITEE SHALL ASK FOR DIG ALERT MARKINGS ONLY WITHIN THE PROJECT LIMITS (SEE DIG ALERT HANDOUT).
13. ALL PROJECT LAYOUT AND DIG ALERT MARKINGS MUST BE REMOVED FROM CONCRETE AND DECORATIVE SURFACES IN ORDER TO FINAL THE EXCAVATION PERMIT.
14. THE PERMITEE SHALL VERIFY THAT ALL SURVEY MONUMENTS AFFECTED BY THE PROJECT ARE LOCATED IN THE FIELD AND NOTED ON THE PLANS BEFORE THE ISSUANCE OF A PERMIT. FAILURE TO COMPLY SHALL RESULT IN DELAY OF PERMIT ISSUANCE UNTIL MONUMENTS ARE PROPERLY NOTED AND PROTECTED.
15. IF ANY SURVEY MONUMENTS ARE TO BE REMOVED, OR IF IT IS FOUND THAT EXISTING MONUMENTS ARE AFFECTED BUT ARE NOT SHOWN ON PLANS, A CALIFORNIA LICENSED LAND SURVEYOR IS REQUIRED TO LOCATE THE AFFECTED MONUMENTS AT THE PERMITEE'S EXPENSE. A CORNER RECORD SHALL THEN BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. [CALIFORNIA BUSINESS & PROFESSIONALS CODE SECTION 8771]

OFFICIAL FILE COPY - BWP
IMPORTANT!! RETURN TO SURVEYORS
MARKED BY: DATE:



LOCATION MAP

ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND APPROXIMATE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE DETERMINED BY A SEARCH OF AVAILABLE PUBLIC RECORDS. APPROVAL OF THIS PLAN BY THE DESIGN ENGINEER AND THE CITY OF BURBANK DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATIONS OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN OR ADJACENT TO THE LIMITS OF THIS PROJECT.

THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES AT THE PROJECT SITE. ALL UTILITY LINES AND STRUCTURES THAT MAY BE DAMAGED ON ACCOUNT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE CITY OR APPLICABLE UTILITY OWNER.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION ON THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY AND THE DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE CITY OR THE DESIGN ENGINEER.

CALL UNDERGROUND SERVICE ALERT (USA) OF SOUTHERN CALIFORNIA, 3 WORKING DAYS BEFORE ANY EXCAVATIONS AT 1-800-227-2600.

SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE SHEET	1
SIDEWALK PLAN (EMPIRE AVE.)	2

ASSESSOR'S ID NO.

2462-017-030

CITY OF BURBANK STANDARD PLANS

BS-100	CURB AND GUTTER
BS-102	COMMERCIAL DRIVEWAY
BS-104-1	SIDEWALK
BS-105	CURB AND SIDEWALK JOINTS
BS-107	CURB DRAIN NO.1
BS-112	BUS PAD
BA-200	ALLEY SECTION - ASPHALT
BA-202	ALLEY APPROACH

APWA STANDARD PLANS

222-1	SEWER LATERAL

CALTRANS STANDARD PLANS

A88A	CURB RAMP
A88B	CURB RAMP

ABBREVIATIONS & SYMBOLS

	STREET LIGHT	RETAIN	RETAINING
	FIRE HYDRANT	INV.	INVERT
	MANHOLE	PROP.	PROPOSED
	WATER VALVE	HORIZ.	HORIZONTAL
	SIGN	VERT	VERTICAL
	TREE	EX.	EXISTING
S	SEWER	EXIST.	EXISTING
W	WATER	MH	MANHOLE
SD	STORM DRAIN	DWG	DRAWING
G	GAS	DRY	DRIVEWAY
GV	GAS VALVE	TEL	TELEPHONE
E	ELECTRIC	ELECT	ELECTRICAL
EB	ELECTRIC PULL BOX	NO.	NUMBER
EV	ELECTRIC VAULT	CONC.	CONCRETE
DC	DETECTOR CHECK	STD.	STANDARD
T	TELEPHONE	℄	CENTER LINE
SL	STREET LIGHT	FT.	FEET
SLB	STREET LIGHT PULL BOX	ST.	STREET
FH	FIRE HYDRANT	AB	AGGREGATE BASE
VP	VENT PIPE	AC	ASPHALT CONCRETE
TL	TRAFFIC LIGHT	DEPT	DEPARTMENT
TCB	TRAFFIC CONTROL PULL BOX	PROJ.	PROJECT
WM	WATER METER	VCP	VITRIFIED CLAY PIPE
MB	MAIL BOX	ECR	END CURB RADIUS
PD	PARKWAY DRAIN	L	LENGTH
CB	CATCH BASIN	BOP	BOTTOM OF PIPE
P	PILASTER	TOP	TOP OF PIPE
GP	GATE POST	GB	GRADE BREAK
CF	CURB FACE	R/W	RIGHT OF WAY
MAX.	MAXIMUM	BW	BACK OF WALK
PT	POINT	TG	TOP OF GRATE
FS	FINISH SURFACE	CATV	CABLE TV
℄	FLOW LINE	LAT	LATERAL
TC	TOP OF CURB	JS	JUNCTION STRUCTURE
NEC	NORTHEAST CORNER	BC	BEGINNING CURVE
RCR	RIGHT CURB RADIUS	EC	END OF CURVE
HT	HEIGHT	ARHM	ASPHALT RUBBER HOT MIX
RCP	REINFORCED CONCRETE PIPE	GC	GAP GRADED
TC	TRAFFIC CONTROL (ABOVE GROUND)		
PSI	POUNDS PER SQUARE INCH		
PCC	PORTLAND CEMENT CONCRETE		

City of Burbank
Public Works Permits Department
Approval Routing

Section	Approval By	Date
Sewer Eng	[illegible]	
Storm Drain Eng	[illegible]	
Street Eng	[illegible]	
Traffic Eng	D.J.	06/07/23
Traffic Signal Eng	EF	5/23/23
Survey Mons	EF 5/13/23 Protect in place or tie-off & restore any existing survey/property monumentation	

Permit #: PW2304952
Expire: 12/20/2023
Public Work Director Approval
By: [illegible] 5/23/2023

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
100 S. Old Springs Road, Suite 210, Anaheim Hills, CA 92808
714-685-6860

CHRISTOPHER MORSE R.C.E. 74404 DATE

Underground Service Alert
Call: TOLL FREE 1-800 227-2600
TWO WORKING DAYS BEFORE YOU DIG

REVISION	DESCRIPTION	APP	DATE

FIELD BOOK ____ PAGE NO. ____
REVISED ____ DATE ____
DRAWN ____ DATE ____
CHECKED ____ DATE ____
APPROVED ____ DATE ____

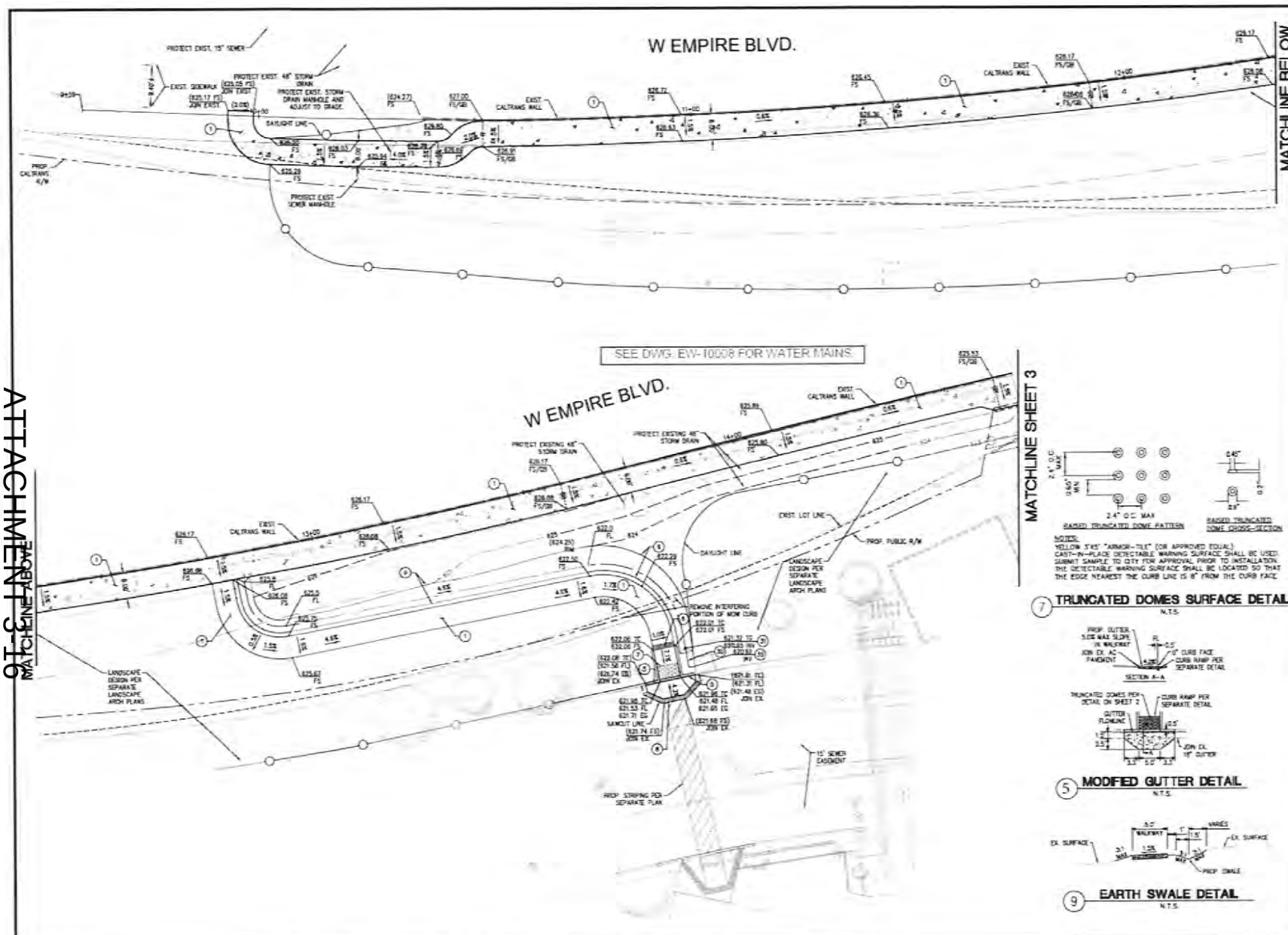
RECOMMENDED:
CITY ENGINEER ____ DATE ____
APPROVED:
PUBLIC WORKS DIRECTOR ____ DATE ____

CITY OF BURBANK
PUBLIC WORKS DEPARTMENT

PLAN NO. ____

SHEET 1 OF 3

ATTACHMENT 3-15



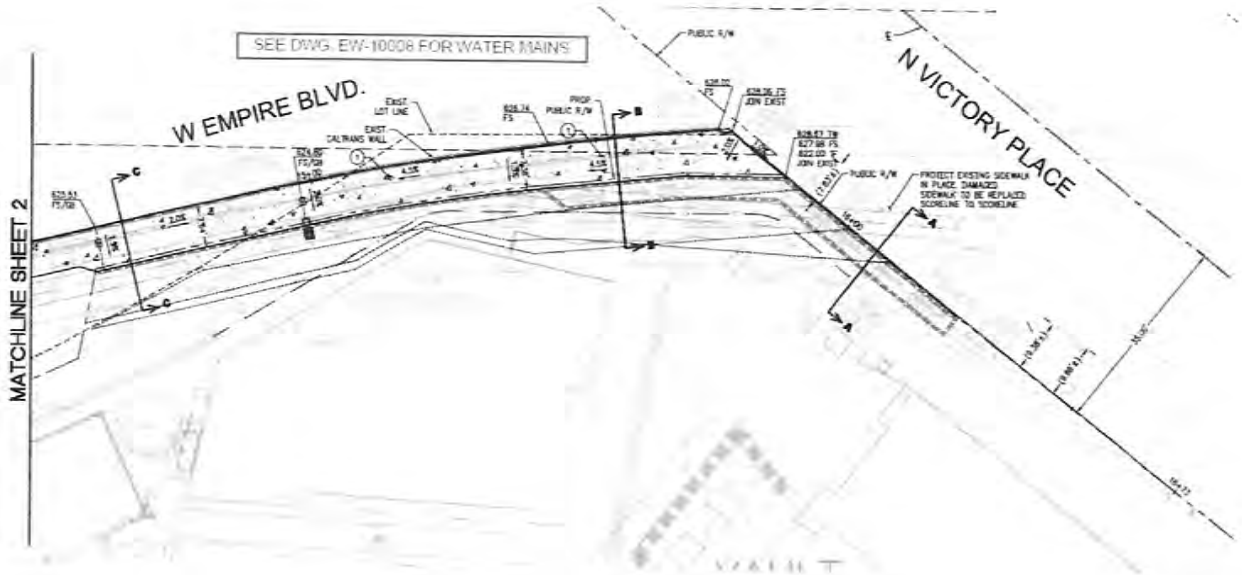
REVISION	DESCRIPTION	APP	DATE

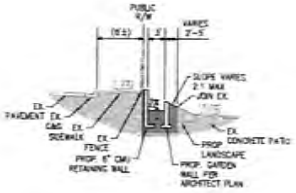
CITY OF BURBANK
PUBLIC WORKS DEPARTMENT

PLAN NO. _____

SHEET 2 OF 3

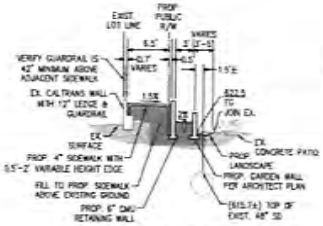
ATTACHMENT 3-19





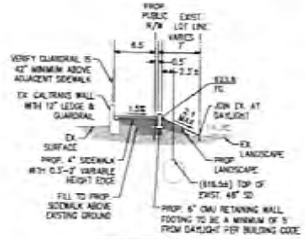
SECTION A-A

SCALE: 1"=10'



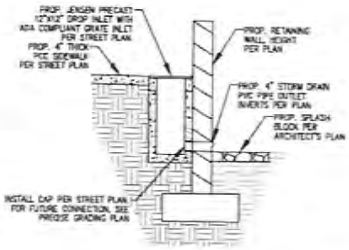
SECTION B-B

SCALE: 1"=10'



SECTION C-C

SCALE: 1"=10'



(34) **RETAINING WALL DRAINAGE**

TYPICAL SECTION, N.T.S.

GRADING CONSTRUCTION NOTES:

(1) CONSTRUCT 4" PCC SIDEWALK WITH VARIABLE HEIGHT EDGE PER BURBANK STD. PLAN BS-104-1 & BS-105

STORM DRAIN CONST. NOTES:

(33) INSTALL JENSEN PRECAST 12"X12" DROP INLET WITH ADA COMPLIANT GRATE INLET

N

GRAPHIC SCALE: 1"=10'

REVISION	DESCRIPTION	APP	DATE

FIELD BOOK ____ PAGE NO. ____
DESIGNED ____ DATE ____
DRAWN ____ DATE ____
CHECKED ____ DATE ____
REVIEWED ____ DATE ____

RECOMMENDED:
CITY ENGINEER ____ DATE ____
APPROVED:
PUBLIC WORKS DIRECTOR ____ DATE ____

CITY OF BURBANK
PUBLIC WORKS DEPARTMENT

PLAN NO. ____

SHEET 3 OF 3

ATTACHMENT 3-17

EXHIBIT B-1

CITY OF BURBANK
ADDITIONS AND AMENDMENTS
TO THE STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION

The hereinafter mentioned Subsections of Part 1, General Provisions, of the Standard Specifications for Public Works Construction, 2012 Edition, are hereby amended and supplemented as follows for this public work and improvements:

1-2 DEFINITIONS

The respective definitions in Subsection 1-2 of the following quoted words are amended to read as follows:

"AGENCY", "CITY", or "OWNER" shall mean the City of Burbank.

"BOARD" OR "COUNCIL" shall mean the Council of the City of Burbank.

"CONTRACT DOCUMENTS" includes, but is not limited to; the Agreement, all exhibits attached thereto, all documents required to be submitted by Contractor prior to beginning the work, including but not limited to, the Faithful Performance and Payment Bonds and evidence of Insurance, and all Modifications issued after the execution of the Agreement.

"ENGINEER" shall mean the person assigned as the City's **PROJECT MANAGER** or their designee, and the terms may be interchangeable.

"SPECIAL PROVISIONS" shall be amended to add a second sentence. "Special Provisions may also include City of Burbank Additions and Amendments to the Standard Specifications for Public Works Construction."

"WORKING DAY" is amended by adding thereto the following paragraph:

"The hours of a working day shall be from 7:00 a.m. to 3:30 p.m. The Contractor shall pay for any inspection other than during the working day. If agreed upon by the City, Inspection Team, and Contractor, the hours constituting a work day may be modified. If the hours of a working day are modified, the City reserves the right to require the Contractor to return to the working hours shown above for any reason. In no event shall the work day exceed 8 hours and in no event shall the work week exceed 40 hours unless overtime is paid as provided for in California Labor Code Section 1815."

Subsection 1-2 is amended by adding thereto the following:

"CITY MANAGER" shall mean the person holding the position of City Manager of the City of Burbank.

"ELEVATION" - The figure given in the Specifications or upon the Plans or Drawings, after the word "ELEVATION", or an abbreviation of it, shall mean distances in feet, as established by the City Engineer, above mean sea level.

"NOTICE OF COMPLETION" shall have the same meaning as provided by Civil Code Section 9204.

"PURCHASING MANAGER" shall mean the person holding the position of Purchasing Manager of the City of Burbank or their designee.

2-3 SUBCONTRACTS

The sixth paragraph of subsection 2-3.1 is amended to add the following language:

Any hearing required pursuant to Public Contract Code § 4107 dealing with the substitute of a subcontractor shall be conducted by the Engineer whose decision shall be final.

2-4 CONTRACT BONDS

The second sentence of the first paragraph of Subsection 2-4 is amended by inserting therein after the words "in California" the words in parenthesis and comma "(should litigation occur, venue shall be in the Superior Court of Los Angeles County),".

2-5 PLANS AND SPECIFICATIONS

Subsection 2-5.2. "Precedence of the Contract Documents." Amend by adding thereto the following:

k) Instructions to Bidders
l) Notice Inviting Bids

2-9 SURVEYING

Subsection 2-9.2. "Survey Service." Delete the three paragraphs and add the following paragraph:

All construction surveying shall be provided by the Contractor at their expense, in accordance with Subsection 2-9.3 entitled "Private Engineers". Their surveyor shall be currently licensed in the State of California. The City will provide to the surveyor at no charge all necessary record information (i.e. tract maps, bench marks, centerline ties, etc.).

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER

The first paragraph is amended, to add at the end of the last sentence: "...or his designee."

2-12 SPECIAL NOTICES

Section 2-12 (c) is added to read as follows:

(c) Unless otherwise required by law, E-Mail is an acceptable method of service of any notice.

3-2 CHANGES INITIATED BY THE AGENCY

Subsection 3-2.1. "General." Amend by adding thereto the following:

"Minor changes in the work which involve no extra cost may be approved, authorized, and ordered by the Engineer. No other change shall be made nor extra work done except, (1) with the prior approval thereof by the Engineer and, (2) upon a prior written order therefor executed by the City Manager in conformity with the following provisions:

"The City Manager or their designee may execute without authorization by the Council changes and extra work not exceeding in total cost the sum of $10,000 or ten percent (10%) of the amount set forth in the Bidder's Proposal, whichever is the greater, provided that the total Contract price

for the work or improvement, including all changes and extra work orders, is not thereby caused to exceed the budgetary appropriation therefor.

"No claim for any change or extra work shall be valid or will be recognized by the City, and no compensation therefor will be paid by the City unless the changes or extra work, or both, were approved and ordered as provided hereinabove."

3-3 EXTRA WORK

Subsection 3-3.2.3 "Markup". Amended in its entirety to read as follows:

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1)	Labor	20
2)	Materials	15
3)	Equipment Rental	15
4)	Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

4-1.6 TRADE NAMES OR EQUALS

The second paragraph is amended to add the following first sentence: Whenever any particular material, process or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or equal.**

6-2 PROSECUTION OF WORK

Section 6-2 is amended by adding a new third paragraph to read as follows:

The City shall provide timely notification to the Contractor of the receipt of any third party claim relating to the contract.

6-5 TERMINATION OF CONTRACT

Replace "Board" with "City Manager or their designee."

6-7 TIME OF COMPLETION

Subsection 6-7.1. "General" remove in its entirety and replace with the following paragraph:

"The Contractor shall complete the work within the time specified in the Contract or the Special Provisions. The Contractor shall complete each portion of the work within the time specified as in the Contract or the Special Provisions for such portion. Unless otherwise specified in the Contract or the Special Provisions, the time of completion of the Contract shall be expressed in working days.

6-8 COMPLETION ACCEPTANCE, AND WARRANTY

Subsection 6-8.2 "Acceptance". Amend in its entirety to read as follows:

"Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. All equipment, materials, and supplies delivered to the job site, and structures, equipment and materials constructed or installed, and all work done under this Contract, shall be and remain the property of the Contractor until final completion of the work and its formal acceptance by the City, except as otherwise provided in Subsection 6-4 of said Standard Specifications. If, in the Engineer's judgment, the Contractor has fully performed the Contract, they may accept the work and may file a Notice of Completion with the County Recorder."

6-9 LIQUIDATED DAMAGES

The sum of two hundred and fifty dollars ($250) per day for liquidated damages set forth in both paragraphs of Subsection 6-9 is amended to read, "the sum of two hundred and fifty dollars ($250) per day or one tenth (1/10th) of one (1) percent of the Contract Price per day, whichever is greater."

7-2 LABOR

Subsection 7-2.2. "Prevailing Wages" Amended in its entirety to read as follows:

A. "There shall be paid each craft or type of worker employed by the Contractor or Subcontractor engaged in work under this Contract not less than the applicable wage rate, including legal holiday and overtime rates, found and determined by the Director of the Department of Industrial Relations for the State of California, prior to the publication of the Notice to Bidders, in accordance with the Standards set forth in Section 1773 of the California Labor Code. Copies of the prevailing rate of per diem wages are on file in the office of the Purchasing Administrator for the City of Burbank, 301 East Olive Avenue, Burbank, California, and such copies will be made available to any interested party upon request. Copies are also available on the Internet at http://www.dir.ca.gov/DLSR/PWD. The Adobe Acrobat Reader (available at http://www.adobe.com) is required to view these pages. (From a memo sent by the Department of Industrial Relations 8/22/00)

"The Contractor will comply with the provisions of Section 1775 of the Labor Code which, so far as material hereto, reads as follows: 'Except as otherwise provided by law, the contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or subcontractor.'

"The Contractor and each Subcontractor performing work, in conjunction with this Contract shall comply with the provisions of Section 1776 of the Labor Code of the State of California.

B. The wage rates specified in said wage rate schedule are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor or Subcontractor because of payment by the Contractor or Subcontractor or any wage rate in excess of the applicable rate contained in this Contract.

C. Eight hours labor constitutes a legal days' work for each worker employed in the execution of this Contract. The time of service of any worker employed in the execution of this Contract is limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, except as hereinafter provided. The Contractor shall, as a penalty to the City of Burbank, forfeit Twenty-five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one

calendar week in violation of the provisions hereof.

"Notwithstanding the provisions of Sections 1810 to 1814 of the Labor Code of the State of California, and notwithstanding the foregoing stipulations inserted herein pursuant to the requirements of said Sections, work performed by employees of the Contractor or any Subcontractor in excess of eight hours per day, and forty hours during any one week, in the execution of this Contract, shall be permitted upon compensation for all hours worked in excess of eight hours per day, and forty hours during any one week, at not less than one and one-half times the basic rate of pay".

D. The Contractor shall pay to workers needed to execute the Contract the per diem wages as defined in Labor Code Section 1773.9."

E. Only apprentices who are in training under apprenticeship standards and written apprentice agreements complying with Division 3, Chapter 4, Section 3070, et seq., of the Labor Code, are eligible to be employed in the performance of this Contract.

"The term 'apprentice' as used in these Contract Documents means a person at least sixteen years of age who has entered into a written agreement with an employer or their agent, an association of employers, or an organization of employees, or a joint committee representing both in conformity with the provisions of Division 3, Chapter 4, Section 3070, et seq., of the Labor Code.

"Every apprentice employed in performance of this Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed and shall be employed only at the work of the craft or trade to which he is indentured.

"The Contractor or any Subcontractor performing any of the work under this Contract who employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work to be constructed or performed under this Contract, to which fund or funds other Contractors in that area are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Contractors do, but where the trust fund administrators are unable to accept such funds, Contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

"The Contractor or Subcontractor may add the amount of such contribution in computing their Bid for the Contract. The Contractor shall be responsible for complying with Section 1777.5 of the Labor Code for all apprenticeable occupations.

"The Contractor shall conform to all requirements of Sections 1777.5 and 1777.6 of the Labor Code.

F. For further requirements related to matters specifically mentioned above, reference is hereby made to Division 2, Part 7, Chapter 1 of the Labor Code, with which compliance is required and to which reference is hereby made for further particulars."

7-3 <u>LIABILITY INSURANCE</u>

Delete the entire section and replace it with the following:

7-3 LIABILITY INSURANCE AND INDEMNIFICATION

7-3.1 Liability Insurance. Upon execution of this Agreement, and prior to the Contractor commencing any work or services with regard to the work, the Contractor's third-party contractor shall furnish the City a policy or certificate of general liability insurance in which the City is named as an additional insured via an Additional Insured Endorsement on an ISO form CG 20 10 11 85,

or an ISO form CG 20 10 (or a substitute form providing equivalent coverage as approved by the City) and an ISO form CG 20 37 (or a substitute form providing equivalent coverage as approved by the City). Notwithstanding any inconsistent statement in the policy or any subsequent endorsement, the City shall be the additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees, and agents, while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work, except as provided in Section 6-10. Coverage shall be maintained for the life of the contract, through the Notice of Completion, plus one (1) additional year.

The coverage available to the City as Additional Insured shall not be less than a combined single limit policy with aggregate limits of at least five million dollars ($5,000,000). All coverage shall be placed with an insurance company duly admitted to do business in the State of California by the Insurance Commissioner. All insurance carriers must be a minimum of "A-" rated as established by AM Best or equivalent. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation. The insurance coverage required under this work shall be of sufficient type, scope and duration to ensure coverage for City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the work

Each Certificate of Insurance shall provide that the insurer must give City at least 30 days prior written notice of cancellation and termination of coverage. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor's third-party contractor shall supply City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of as set forth above.

In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

Such insurance shall not limit or qualify the liabilities and obligations of the Contractor assumed under the contract. The City shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by City which may be applicable shall be deemed to be excess insurance and the Contractor's third-party contractor's insurance is primary for all purposes despite any conflicting provision in such policies to the contrary.

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the City may immediately terminate or suspend the agreement.

Contractor warrants that it shall require all subcontractors on the work to comply with the provisions of this Section, as amended, including, but not limited to, naming Contractor and City as additional insureds on all subcontractor general liability insurance policies.

In addition to general liability insurance, Contractor's third-party contractor shall also furnish the City a certificate of insurance showing that it has Automobile Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.

Blanket insurance policies complying with the above requirements carried by the Contractor's third-party contractor, or acceptable and approved certificates thereof, may be substituted for specific policies upon approval by the City.

Cost of this insurance shall be included in the Contractor's Bid.

7-3.2 Indemnification. Contractor shall defend, indemnify and hold City, its officers, employees and/or agents (hereinafter and collectively "City Indemnified Parties") harmless from all claims, damages, causes of action, liability, costs and expenses of any nature whatsoever, including attorneys' fees and costs (hereinafter and collectively, "Claims"), which may hereafter arise as the result of any death or injury to person or damage to property which occurs, as a result of the performance by Contractor's third-party contractor and any of its subcontractors, or their employees, agents, contractors, invitees, successors and assigns, of the Public Improvements except to the extent caused by the gross negligence or willful misconduct of any City Indemnified Parties. The terms and conditions of this Section 7-3.2 shall survive the expiration or earlier termination of the Agreement.

7-4 WORKERS' COMPENSATION

The first paragraph is amended, after the first sentence, to add: "The policy shall be endorsed to waive all rights of recovery against the City, members of the City Council, and officers, employees and agents of the City.

7-5 PERMITS

Remove in its entirety and replace with the following:

A. The City will apply for the Plan check or checks, and the Contractor will take out the general construction permit or permits.

B. The Contractor must obtain a no fee permit from the City of Burbank. The Contractor shall be responsible for the payment of any fees for licenses, inspections, or permits that are required by any other public entity. Further, the Contractor shall be responsible for the payment of any applicable City of Burbank license or inspection fees. Contractors shall coordinate exact requirements with the City.

7-8 WORK SITE MAINTENANCE

Subsection 7-8.1 "General" is amended to add the following:

"7-8.1.1 **Vermin Control**
During the progress of the work, Contractor will take necessary precautions to control vermin at the job site and wherever equipment and/or materials are stored.

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination or offensive odors resulting from extermination operations.

7-10 PUBLIC CONVENIENCE AND SAFETY

Subsection 7-10.1.1. "General":

The following shall be added to subsection 7.10.1.1:

"Except in the event of an emergency, the Contractor shall give at least 72 hours advance notice prior to closing, partially closing or reopening, any street, alley, or other public thoroughfare, to the Police, Fire, Traffic and Engineering Departments, and comply with their requirements.

Deviations must first be approved in writing by the Engineer."

"Warning signs, lights, and devices shall be installed and displayed in conformity with the 'Manual of Uniform Traffic Control Devices 2012, California Part 6', issued by the State of California, Department of Transportation and as directed by the Engineer.

"If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the Engineer, the Engineer may cause such signs or traffic control devices to be placed by others, charge the costs therefor against the Contractor, and deduct the same from the next progress payment.

"In commercial areas, when holes created by removals are to remain open for more than twenty-four (24) hours, or when inclement weather causes a muddy condition in the removal area, ramps of temporary asphaltic concrete shall be constructed for public convenience or to eliminate a hazardous condition as directed by the Engineer."

9-3 PAYMENT

Subsection 9-3.1. "General". In the ninth paragraph, regarding stop notices, add the following after the last sentence: "All Preliminary Notices and Stop Notices should be delivered to:

City of Burbank
Financial Services – Purchasing
301 E. Olive Ave., Suite 305
Burbank, CA 91502
Attn: **Karen Little, Buyer II**

A copy shall be sent to:

City of Burbank
Community Development Department
150 N. Third Street
Burbank, CA 91502
Attn: David Kriske

Subsection 9-3.1. "General." In the last paragraph, the words and figures "At the expiration of 35 days from the date of acceptance of the performance of the Contract by the Board," are amended to read, "At the expiration of 60 days from the date of acceptance of the work by the Engineer".

Subsection 9-3.2. Partial & Final Payment. To the third paragraph add and insert the following paragraphs:

"No payment need be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract or when, in their judgment, the total value of the work performed since the last estimate is less than five hundred dollars ($500.00). In addition to the above, the City may withhold an amount sufficient in the judgment of the Engineer to cover:

"(1) Payment which may be due and payable for just claims against the Contractor or any Subcontractor for labor, material or equipment in the performance of this Contract.

"(2) For defective or noncomplying work not remedied.

"(3) For failure of the Contractor to make proper payments to their Subcontractors.

"Failure to withhold such amounts shall not affect any rights or obligations of the Contractor or sureties under this Contract.

"In lieu of five percent (5%) retention from any payments due the Contractor, as specified above, the Contractor, at their request and expense and after so informing the City in writing, pursuant to Section 22300 of the Public Contract Code, may deposit securities pledged in favor of the City equivalent to the amount to be ultimately withheld, with the City or with a state or federally chartered bank as the escrow agent who will pay such monies to the Contractor upon written notice by the City of the satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest on the monies.

"The City's making of any payment to the Contractor under this Contract shall not relieve the Contractor of Contractor's guarantees, obligations or responsibilities under this Contract, or of full compliance with the Contract Documents, including the Plans, Drawings, and Specifications, or be construed as accepting any portion of the equipment, materials or work until the Contract is fully completed and formally accepted by the City.

"The payment of the final amount due under the Contract, and the adjustment and payment for any extra work done and for any changes in work, shall fully release and discharge the City of Burbank, its officers, agents and employees, from any and all claims or liability on account of the work performed under the Contract, and any changes thereto and any extra work."

Section 9-3 is amended to add the following:

9-3.5 "Claim Resolution"

Claim resolution is subject to Section 9204 of the Public Contract Code. For any conflict between Section 9204 and any section of the Contract Documents, Section 9204 will govern.

Section 9204 of the Public Contract Code reads as follows:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim: means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one of more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public Entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.
(ii) The Department of Transportation as to any project under the jurisdiction of that department.
(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
(v) The Military Department as to any project under the jurisdiction of that department.
(vi) The Department of General Services as to all other projects.
(vii) The High-Speed Rail Authority

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered main or certified mail, return receipt requested, the public entity shall have up to three days following the next fully publicly noticed meeting of the governing body after the 45-day period, or extension, expired to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the met and confer conference, if the

claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the section of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes of this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on or his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor present the claim to be the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions as this section, so long as

the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date. Said price shall include and cover the cost to provide all materials, equipment, labor and supervision for the work within the **Buena Vista St / State Route 134 Ramps and Riverside Drive Pedestrian Improvements Project,** as identified in these Quotation Documents and the Agreement. The cost shall be comprehensive in nature and include all requisite labor, materials, and equipment, hauling, dumping, dump fees, field coordination with **Public Works Department,** and its representatives, supervision, overhead, profit, taxes, and to provide all other means required to fully complete this contract, except as otherwise specifically provided in the drawings and specifications.

EXHIBIT B-2

SPECIAL PROVISIONS

[Attached]

SPECIAL PROVISIONS

SECTION 1 – GENERAL

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SPECIAL PROVISIONS

SECTION 1 – GENERAL

1 ADDITIONS/MODIFICATIONS TO STANDARD SPECIFICATIONS

The Standard Specifications referenced in Section 1 (SP1) and Section 2 (SP2) of the Special Provisions is the 2021 edition of the Standard Specifications for Public Works Construction, including all supplements and accompanying Standard Plans, written and promulgated by Public Works Standards, Inc. These Standard Specifications shall control the construction materials and construction methods for this Contract, except as amended by the Contract Documents.

The 2018 edition of the State of California Department of Transportation (Caltrans) Standard Specifications, Standard Plans, and the California Manual on Uniform Traffic Control Devices, 2014 Edition, are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein.

The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications and Reference Specifications, unless otherwise noted. In the case of conflict between the Standard Specifications, the Reference Specifications, and these Special Provisions, these Special Provisions shall take precedence over, and shall be used in lieu of, such conflicting provisions.

2 INTENT

It is the intent of these Special Provisions and any related Contract Documents that work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purpose of the installations. Any work shown on the Contract Documents including construction plans but not called for in the Special Provisions, or vice versa, is to be furnished or performed as if indicated in both. Should a conflict arise, these Special Provisions shall have precedence. All Referenced Specifications are part of the Contract Documents controlling the Work.

3 WORK TO BE DONE

The Work to be done consists of furnishing all labor, materials, supplies, methods or processes, implements, tools, and machinery necessary for and appurtenant to the construction and completion of the Work in accordance with the Contract Documents, and to leaving the construction site in a neat, clean, and orderly condition upon completion of the Work.

The estimated quantities of work and materials to be performed, constructed, or furnished by the Contractor under this Contract are as shown in the Bidder's Proposal. The quantities listed in the Bidder's Proposal documents are estimated only and it is understood that payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Contract Documents. The City reserves the right to increase or decrease the quantities of Contract items listed in the Bidder's Proposal and/or delete items from the Contract without any adjustment in the unit price.

The costs for items not specifically listed in the Bidder's Proposal, but necessary to complete

the Work are considered to be included in the unit cost of items listed in the Bidder's Proposal. The Contractor shall perform a field review of the site prior to bidding the Work. It shall be the Contractor's responsibility to ascertain the existence of any and all latent surface conditions affecting the cost of the Work which could be identified during a field review.

Upon identifying any latent surface condition not indicated on the Plans or provided for in the Special Provisions, the Contractor, at no additional cost to the City, shall either protect in place or remove the item, as directed by the Engineer.

The work to be done under this Contract shall be performed in accordance with the following plans and specifications:

- Approved Change Orders
- Special Provisions
- Construction Plans included in Permit No. PW2304952
- City of Burbank Standard Plans, 1992 Edition, as amended
- 2010 Caltrans Standard Plans (signal standards only)
- 2018 Caltrans Standard Plans, including all supplements.
- 2018 Caltrans Standard Specification, including all supplements.
- Standard Plans for Public Works Construction 2012 Edition, including all supplements.
- Standard Specifications for Public Works Construction 2012 Edition, including all supplements.
- California Manual on Uniform Traffic Control Devices (MUTCD), 2014 Edition, Revision 8.

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control in accordance with Subsection 2-5.2 "Precedence of the Contract Documents" of Standard Specifications for Public Works Construction 2012 Edition, and City of Burbank Additions and Amendments to the Standard Specifications for Public Works Construction.

4 PROJECT DESCRIPTION

The Project consists of public sidewalk, retaining wall, and lighting improvements on or about the south side of Empire Avenue between Victory Place and a point 600 feet west of Victory Place and the west side of Victory Place between Empire Avenue and a point 50 feet south of Empire Avenue.

5 SEQUENCE OF WORK

Contractor shall complete the construction of Work in one phase.

6 WARRANTY

The Contractor shall warrant all materials and labor of the Work against defective materials and workmanship for a period of one (1) year from the date of project acceptance by the Notice of Completion. The Contractor shall respond to claims under warranty within 24 consecutive hours of notification by the City and effect repairs in an expeditious manner. If the Contractor fails to respond, the City will make repairs and charge the Contractor for City forces labor, materials and overhead.

Full manufacturer's warranty is required on all traffic signal equipment furnished by the

Contractor with effective date of the warranty no earlier than the date of the Project bid opening. Warranty documentation shall be provided with delivery of the associated signal equipment. Contractor's warranty is not acceptable in lieu of manufacturer's warranty.

7 UTILITY NOTIFICATION AND COORDINATION

7-1 General

The Contractor shall provide his or her construction work schedule to all affected departments and utility agencies as outlined below. (Facsimile or e-mail method of providing the work schedule is acceptable.)

Unless otherwise stated herein, the Contractor shall notify the following departments, utilities and companies 3 Working Days prior to start of construction and prior to all requests for services. These services include, but are not limited to, coordination and receiving clearance for adjusting utility pull boxes, meter boxes, access maintenance holes, vaults, valves, etc. as further specified herein.

7-2 Utilities Contact List

7-2.1 City of Burbank

- Public Works Department – 818-238-3915
  150 N. Third St. Burbank CA, 91502
  - Engineering Division-Inspection - (818) 238-3955
    Construction Inspection
  - Engineering Division-Traffic - (818) 238-3915
    Lane closure and road closure review and approval
    Replacement or adjustment of traffic signal pull boxes and covers to grade
    Location of Traffic Signal Conduit and Loops
    Installation of Traffic Detector Loops
  - Water Reclamation and Sewers Division - (818) 238-3915
    Adjustment of Sanitary Sewer Maintenance Hole Frames and Covers
    Wastewater disposal
  - Field Services Division - (818) 238-3800
    124 S. Lake St., Burbank CA 91502
    Refuse Collection Schedules: The Contractor shall coordinate with Public Works Field Services, and with private waste disposal companies, and facilitate trash collection operations. No paving operations shall occur on City solid waste collection day for a street.
- Parks and Recreation Department - (818) 238-5343
  150 N. Third St. Burbank CA, 91502
  Tree Removal, Root Pruning
- Burbank Water and Power Department
  164 W. Magnolia Blvd., Burbank CA, 91502
  - Water Division - (818) 238-3500

Relocation of water meters, fire hydrants, etc.
Replacement or adjustment of water valve covers to grade
Replacement or adjustment of water meter boxes and covers to grade

- Electrical Division - (818) 238-3592
  Inspection of electric facilities installations

- Field Services Division - (818) 238-3780
  Locations of underground water lines.
  Locations of underground electrical and street lighting conduits

- Police Department, Traffic Bureau - (818) 238-3100 (Non-Emergency)
  200 N. Third St., Burbank CA, 91502

- Fire Department, Dispatcher's Office - (818) 847-8611
  200 N. Third St., Burbank CA, 91502

7-2.2 Other Utilities and Agencies

- Southern California Gas Co. - (818) 701-3326
  9400 Oakdale Ave., Chatsworth CA 91313

- AT&T- (626) 817-4273
  600 E. Green St. Rm 300, Pasadena, CA 91101

- Charter Communications - (818) 847-5013
  3111 Winona Ave. No. 103, Burbank CA, 91504

- Metropolitan Transportation Authority, Stops and Zones – (213) 922-5184
  Temporary relocation of bus stops

- Burbank Bus – (818) 238-5359
  Temporary relocation of Burbank Bus stops

- Metropolitan Water District – (818) 599-8959 or (818) 832-2135
  Notify Metropolitan Water District at least five (5) business days prior to commencing any excavating or construction activity in the vicinity of MWD facilities.

- Plains Pipeline – (562) 728-2325
  Notify Plains' Maintenance Supervisor at (562) 728-2325 at least five (5) business days prior to commencing any excavating or construction activity in the vicinity of Plains Pipeline.

- Underground Service Alert - (800) 227-2600
  Contractor shall provide to the Engineer evidence of the required Underground Service Alert notification at each area of work one (1) day prior to beginning work in each area. Evidence of re-notification is to be provided every two weeks thereafter for the duration of work at each area.

8 PUBLIC NOTIFICATION AND COORDINATION

8-1 General

This section has been removed.

8-2 Payment

Payment will constitute full compensation for the implementation of public notification and shall include material, labor, coordination, implementation, and distribution of notifications to complete work in accordance with the Contract Documents.

9 INSPECTION

Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Engineer so that proper inspection may be provided. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted.

The Contractor shall notify the Engineer of the completion of the Work and the Engineer will make an inspection of the Work. The Engineer will not make the final inspection until the Work provided for and contemplated by the Contractor has been completed and the final clean up performed. The Contractor may be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that corrective work is completed, the Engineer will again inspect the Work and when the Engineer is satisfied that all work has been done in accordance with the Plans and Specifications, the Engineer will recommend to the Council that the Work be formally accepted.

The City will provide inspection for an 8-hour day, 40-hour week - Monday through Friday ONLY- at no cost to the Contractor. If the Contractor choses to work more than 8 hours in any given day or more than 40 hours in any given week or on Saturday, Sunday or City Holidays, the Contractor will be responsible for the entire cost for the additional inspection including overtime cost. The Contractor must request and receive approval from the Engineer prior to working any overtime work that requires inspection.

The following list is City of Burbank designated holidays (non-working days).

- New Years' Day
- Martin Luther King Jr. Day
- Presidents Day
- Dolores Huerta Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day & the day after Thanksgiving Day
- Christmas Day

In the event that one of the above holidays falls on a Saturday, the Friday immediately before that holiday is considered a non-working day. If the holiday falls on a Sunday, the Monday immediately following that holiday is considered a non-working day.

10 MOBILIZATION

Mobilization shall include the cost of work in advance of construction operations. This includes but is not limited to the procurement of payment and performance bonds, insurance and

financing for entire project prior to beginning work, and obtaining all business licenses and permits, as required for entire project, from all related agencies including but not limited to the City of Burbank, utility companies, and other private and public agencies. Work, once begun, shall continue to completion without down time. These requirements shall also apply to all non-working days during construction period.

Mobilization shall include compliance with water and air quality laws; maintaining dust control at all times; furnishing all water required for the construction work; protection of utilities, trees, fences, walls, landscaping and other facilities.

Mobilization shall also include all related "De-mobilization" costs, including the removal of any remaining USA utility markings or other construction paint markings, by means of water blasting or other pre-approved method on sidewalk, curb, gutter and pavement.

Payment
Mobilization shall be paid on a lump sum (LS) basis, as specified in the Bidder's Proposal, and shall be prorated over the term of the Contract. Progress payments for this item are based on Working Days completed and Working Days remaining. Payment for mobilization shall include the time, materials, and labor for the movement of personnel, equipment, supplies, and incidentals to the worksite; mobilizing, re-mobilizing and de-mobilizing as required to comply with the different phases of the Work as specified in the Bidder's Proposal and in Special Provisions SP1 Subsection 5: SEQUENCE OF WORK, and all other work or operations that must be performed or are incidental for beginning work on the various Contract items.

11 STORAGE OF EQUIPMENT AND MATERIALS

11-1 Storage in Public Streets

No material shall be stored in the public right-of-way. Material or equipment shall not be stored where it will interfere with the safe passage of public traffic. At the end of each day's work and/or when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.

11-2 Storage on Private Property

The Contractor and all Subcontractors shall minimize the effects of construction operations upon private properties adjacent to the Work.

Prior to storing equipment or material on private property, the Contractor shall provide copies of all letters of permission or written agreements executed by affected property owners for the purpose of granting trespass rights to enter upon, stockpile or store Contractor's supplies and equipment. The Contractor shall, as a penalty to the City, forfeit $100 as a fine for each parcel as determined by the Engineer for failure to provide copies of such documentation to the Engineer prior to storing equipment or material on private property. Said fine or fines will be deducted from the Contractor's subsequent monthly progress payment. The Contractor is solely responsible to initiate contact and negotiate agreement with property owners if the Contractor should desire to use private property for storage or other purposes.

12 CONTRACTOR'S REPRESENTATIVE

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition at all times. The Contractor shall have on the work site at all times, as his agent, a

competent English-speaking superintendent capable of reading and thoroughly understanding the plans, specifications and related documents.

The Contractor's designated representative shall be at the work site whenever the work is in progress to receive orders or communications from the Engineer or his representative and to take measures necessary to protect the work, persons, and properties. The absence of the Contractor's representative to perform these responsibilities is a justifiable cause to stop the work without the benefit of extension of time for the Contractor. The presence or absence of an inspector does not in any way relieve the Contractor of any of his/her obligations under this Contract.

13 CONTRACTOR'S CONDUCT

The Contractor and crews shall conduct themselves in a professional, polite, and courteous manner in dealings with the City employees and the public. All workers shall dress appropriately (i.e., shirts are required). There shall be no smoking near residential or commercial properties.

14 RECORD AND AS-BUILT DRAWINGS

The Contractor shall maintain, on the job site, a set of full-size reproducible plans and specifications, or a set of full-size blueline or blackline prints. The Contractor shall mark on these all as-built conditions, locations, configurations, and other details, which may vary from the details represented on the original drawings. Horizontal and vertical locations of existing underground utilities shall be referenced by station and elevation with dimensions of all utilities depicted. Details shall be noted in locations where new facilities, piping, equipment is connecting to existing improvements. This master record of as-built conditions, including all revisions made necessary by addenda, Change Orders, and the like, shall be maintained up-to-date during the progression of the Work.

Upon completion of the Work and prior to final acceptance, the complete set of Plans, marked up to show as-built conditions, shall be delivered to the Engineer. These plans shall be known as "Record Drawings."

Payment
Full compensation for conforming to the requirements of Special Provisions SP1 Subsection 14: RECORD AND AS-BUILT DRAWINGS, shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor unless otherwise specified in the Contract Documents.

15 TRAFFIC CONTROL, PUBLIC CONVENIENCE, AND SAFETY

15-1 General

Unless otherwise permitted by the Engineer, the Contractor shall conform to the requirements specified herein for movement of traffic through the construction areas of this project. The Contractor shall provide all advance warning signs, flashing arrow boards for detours and lane closures, temporary construction signs, channelizing devices (temporary striping tape or delineators), barricades, pavement markings, temporary traffic striping, lighting devices, work zone upkeep and maintenance, and other temporary traffic control devices in accordance with the California Manual of Uniform Traffic Control Devices (CA MUTCD), 2014 Edition Revision 6, and as directed by the Engineer.

If the Contractor fails to provide and install any of the signs or traffic control devices required

hereby or ordered by the Engineer, the Engineer may cause such signs or traffic control devices to be placed by others. Any related costs will be charged against the Contractor and deducted from the next progress payment. These measures may include traffic control devices, temporary asphalt concrete, striping and pavement markings, and traffic signal equipment.

Changeable message signs (CMS) are mandatory on all multilane arterials during the following operation or event: traffic signal shutdown or signal outage, street paving, and road closure.

15-2 Installation and Maintenance

The Contractor shall comply with the following requirements for installation and maintenance of traffic control:

The Contractor shall submit a Traffic & Pedestrian control/detour and construction phasing plan prepared, signed and sealed by a Traffic Engineer or a Professional Civil Engineer, registered in the State of California, to the Engineer for approval prior to start of work for all detours, intersection traffic control or any conditions not covered by Chapter 6 of the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) *or* the Work Area Traffic Control Handbook (WATCH). Any revisions to the traffic control plan or construction phasing requirements shall be approved by the City Traffic Engineer.

The Contractor shall provide all temporary traffic control devices and elements as directed by the Engineer, the Engineer's designee, or a City Inspector. All work areas shall be left in a safe and secure condition before and after work hours.

The Contractor shall be responsible for maintenance of any and all traffic control devices (signs, delineators, barricades, etc.) that are required by the Traffic Control Plan. The Contractor shall ensure that all devices are maintained in the property location during holiday, overnight, and on weekends. Should it become necessary for the City to hire other forces to maintain the traffic control devices, the Contractor will be billed at the overtime rate for two (2) men and a vehicle (minimum, two (2) hours per call).

Traffic signal system shutdowns are limited to periods between the hours of 9:00 a.m. and 3:00 p.m. on a day not followed by a Saturday, Sunday, or legal holiday, unless otherwise approved by the Engineer. Traffic signal system shutdowns or outage shall require deployment of changeable message signs to provide advance warning to drivers.

Identify work areas with the Engineer or the Engineer's designee. Contractor shall notify all adjacent residents and businesses at least 5 Working Days prior to start of construction by delivering notification flyers.

If the work area prohibits access to a bus stop or prohibits turning movement of a bus line, the Contractor shall notify Metro Bus (Metropolitan Transportation Authority) Stops and Zones at 213-922-4632 or Burbank Bus at 818-238-5359 at 5 Working Days prior to start of work.

The construction and removal of temporary asphalt concrete pavement is considered to be a temporary traffic control measure.

The condition of temporary traffic control devices shall comply with the most current edition of the American Traffic Safety Services Association publication, *Quality Guidelines for Temporary Traffic Control Devices and Features*.

All barricades shall be equipped with flashing/steady burn warning lamps at night. All cones, delineators, barricades, and K-rail shall be reflectorized.

All traffic control shall be kept in their proper position at all times, and shall be repaired, replaced, or cleaned as necessary to preserve their appearance and continuity. Any devices not part of the required traffic control or detours shall be removed from the view of the traveling public immediately.

Where necessary, properly post City-issued and approved "TEMPORARY NO PARKING ANYTIME" signs at least 48 hours before start of work. The Contractor shall notify the Burbank Police Department at 818-238-3000 immediately upon posting signs. These signs must clearly state the dates and time restrictions, and whether or not restrictions apply to weekends.

The Contractor shall cover conflicting parking control signs in the vicinity of the project, as directed by the Engineer. Covers shall be provided by the Contractor and shall be removed by the Contractor at the direction of the Engineer.

All vehicle detectors damaged by the Work shall be replaced to the standards of the City Public Works Department - Traffic Engineering Section.

The Contractor shall provide, install, and maintain all warning, regulatory, and constructions signs. All cross streets to be affected shall have "DETOUR" signs posted at the nearest intersection prior to entering the work area. "NO PARKING" signs shall be installed at the work site intersection to permit turn-around in the event vehicles enter the restricted area.

The Contractor shall be required to backfill all open trenches before the end of each day that work is performed and/or set up barricades along the excavation edges as directed by the Engineer. Open trenches will require approval of the Engineer and shall be fenced or steel-plated in a manner approved by the Engineer.

The Contractor shall provide temporary painted striping and markings in all areas where full width cold milling has been specified on the plans. All costs for providing temporary painted striping and markings, including painting/covering of existing conflicting striping, shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor unless otherwise specified in the Contract Documents.

Place all construction signs outside of the traveled way. Do not block a bicycle or pedestrian pathway with a construction area sign.

Maintain accurate information on construction area signs. Immediately replace or correct signs that convey inaccurate information.

During the progress of work, immediately cover or remove unneeded signs.

Cover each unneeded sign such that the message cannot be seen. Securely fasten the cover to prevent movement from wind.

Check each covered sign daily for damage to the cover and immediately replace any cover if needed.

Clean each construction sign panel at the time of installation and once every one-week thereafter.

Be prepared to furnish additional construction area sign panels, posts, and mounting hardware or portable sign mounts on short notice due to changing traffic conditions or damage caused by traffic or other conditions. Maintain an inventory of commonly required items at the job site or make arrangements with a supplier who is able to furnish the items daily on short notice.

Replace any damaged construction sign.

Remove any sign panel that exhibits irregular luminance, shadowing, or dark blotches at nighttime under vehicular headlight illumination.

All barricades left overnight shall be equipped with flashing/steady burn warning lamps.

15-3 Pedestrian Access

The Contractor shall comply with the following requirements for sidewalks, crosswalks, and ADA access:

Vehicular and pedestrian access shall be provided at all times unless otherwise approved by the Engineer. Contractor shall comply with the latest requirements of the American Disability Act (ADA) Accessibility Guidelines and the California Accessibility Guidelines to maintain safe, adequate and ADA compliant pedestrian access, including access for all persons with disability, through work areas including temporary resurfaced areas. Typical measures include, but are not limited to, use of flagmen to stop traffic, construction of temporary sidewalks and access ramps, construction of temporary transition ramps between existing improvements and temporary surface, creation of secure pathways that provide buffers from open trenches, equipment and traffic, and use of advanced warning signs with directional arrows leading pedestrians to alternative, nearby crossing locations.

All traffic control devices and zones shall conform to ADA requirements per the Department of Justice. Where construction prohibits pedestrian access, alternate crossing areas shall be established with appropriate signing and other devices as required by the Engineer. Pedestrian access facilities shall be provided through construction area within the public right-of-way. Pedestrian walkways shall be provided with adequate width and surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities.

Closed sidewalks shall be posted with “SIDEWALK CLOSED” signs at each approach to the closure and an approved alternate route provided to detour pedestrians. A minimum walkway width of 4 feet must be maintained at all times for safe pedestrian passage on all pedestrian routes. Obstructions within walkways shall be illuminated during hours of darkness. Minimum vertical clearance to any obstruction within the walkway shall be 7 feet.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work site at intervals not exceeding 300 feet shall be maintained unless otherwise approved by the Engineer. When sidewalks are closed an alternate walkway shall be provided. Pedestrians shall not be directed into direct conflict with vehicles operating within the Work site or other traffic. Where it is necessary to divert pedestrians into the parking lane or a street, barricading or temporary barriers shall be provided to separate the pedestrian walkway from the adjacent traffic lane.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor’s

operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path of travel.

The Contractor is required to schedule his work so that all concrete work areas are poured and finished, including repair of damages, prior to the end of work on each Friday.

If required by the Work, the Contractor shall close ADA ramps on one side of the block, and close only one crosswalk at a time at any intersection having three or more existing crosswalks (marked or unmarked).

15-4 Lane Closure, Road Closure, Crosswalk Closure, and Sidewalk Closure Requirements

Flashing arrow boards (FAB) are mandatory for lane closures on streets with 2 or more travel lanes in each direction. FAB shall remain in operation during the entire duration of lane closure.

Changeable message signs (CMS) are mandatory on all multilane arterials during the following operations or events: traffic signal shutdown or signal outage, street paving, road closure, and any construction work with a work duration of 1 month or longer.

Lane closure is not allowed before 8:30 a.m. or after 3:30 p.m. unless otherwise approved by the Traffic Engineering Manager. If lane closure is needed between the hours of 8:30 a.m. and 3:30 p.m. for the Work, the Contractor shall provide one travel lane in each direction at all times. All traffic lanes shall be open before 8:30 a.m. and after 3:30 p.m. unless otherwise approved by the Traffic Engineering Manager. All work areas shall be left in a safe and secure condition before and after work hours.

Parking lane closure shall occur only one block at a time. Parking lane closure on 2 or more consecutive blocks is not permitted unless otherwise approved by the Traffic Engineering Manager.

Road closure is not allowed before 8:30 a.m. or after 3:30 p.m. unless otherwise approved by the Traffic Engineering Manager. If road closure is needed between the hours of 8:30 a.m. and 3:30 p.m. for the Work, the Contractor shall provide temporary detour for streets that are closed. If street improvement or utility work on a multilane corridor requires road closure of any side streets, no more than 4 consecutive side streets shall be closed at the same time, unless otherwise approved by the Traffic Engineering Manager. All streets shall be open before 8:30 a.m. and after 3:30 p.m. unless otherwise approved by the Traffic Engineering Manager. All work areas in the public right-of-way shall be reopened to public access and left in a safe and secure condition before and after work hours.

Road closure on parallel streets involving street paving shall occur every on other street.

Sidewalk, ADA ramp, or crosswalk closure: When the sidewalk, ADA ramp, or crosswalk is impacted by the Work which will require detouring of pedestrians to alternative crossing locations or path of travel, the Work shall occur on only one side of any given block at a time, and no more than 2 consecutive blocks at the same time unless otherwise approved by the Traffic Engineering Manager.

ADA ramp closure: Construction of PCC sidewalk and ADA ramp shall include advance warning signs with directional arrows to close the impacted sidewalk, ADA ramp(s), and crosswalk(s) and to redirect pedestrians to alternative crossing locations. If required by the Work, the Contractor shall close ADA ramps on one side of the block, and close only one crosswalk at a time at any intersection having three or more existing crosswalks (marked or unmarked). If the

Work requires closure of 2 or more crosswalks (marked or unmarked) at an intersection, the Contractor shall obtain approval from the Agency before implementation of the closure. The Contractor shall not close marked crosswalks at 2 consecutive controlled (stop controlled, or traffic signal controlled) intersections unless otherwise approved by the Traffic Engineering Manager.

15-5 Payment

All costs related to the furnishing, posting, maintaining, and subsequent removal of temporary traffic control devices as specified in Special Provisions SP1 Subsection 15: TRAFFIC CONTROL, PUBLIC CONVENIENCE, AND SAFETY shall be included in the contract lump sum bid price for “Implementation of Traffic Control per CA MUTCD”, and no additional compensation will be allowed therefor.
The construction and removal of temporary asphalt concrete pavement is considered to be a part of temporary traffic control and no additional compensation will be allowed.

16 TEMPORARY "NO PARKING" SIGNS POSTING AND NOTIFICATION

16-1 General

A. During working hours, if construction operations require parking restrictions, The Contractor shall contact and notify, with printed notices, all residents, businesses and public agencies fronting on, or along, or affected by the proposed work, a minimum of 48 hours prior to performing any work which will close or partially close the street or which will disallow street parking. The printed notices shall contain a general description of the work to be done, the location and limits of the work, the day(s) and date(s) that the work is to be done, a statement that the street is to be closed or partially closed to vehicular traffic during construction, and a statement that on-street parking will be prohibited between the hours of 6:00 AM and 5:00 PM on the day(s) of the work as called for on the 'NO PARKING' signs.

B. The Contractor shall post "NO PARKING" signs no earlier than 4 calendar days and no later than 48 hours in advance of commencing work on each street, and they shall be placed at regular intervals no more than 50 feet apart. "NO PARKING" signs shall be supplied by the City to the Contractor. Contractor shall obtain the City Inspector's approval of information on the signs prior to posting.

C. The following information shall be shown on each posted "No Parking" sign:

1) Date(s) sign is in effect.
2) Days of the week that the sign is in effect
3) Time period sign is in effect.
4) Reason for posting (such as paving, excavation, construction, etc.).
5) Date and time the sign was posted.

D. The following shall apply to each “No Parking” sign:

1) Signs shall not be posted more than fifty (50) feet apart.
2) Signs shall not be posted on private property.
3) Signs shall be posted within the parkway area or as close to the roadway as practical.
4) Signs may be posted on any standard or tree within the parkway, except that, in the absence of such items, signs may be attached to traffic barricades or other

traffic control devices at a minimum height of 3 feet above grade. (Signs may be affixed to trees only by tying. No stapling or nailing will be allowed per Burbank Municipal Code)

5) Immediately upon posting signs, the Contractor shall notify Burbank Police Department at (818) 238-3100. The Contractor shall document the day, date and time that the signs are installed because the No Parking restriction will not be enforced until the signs have been in place 48 hours.
6) No Parking signs shall not be revised for subsequent streets or dates
7) Signs shall only be posted on one side of any given block at a time.

E. The Contractor shall make every reasonable effort to arrange with the owners of illegally parking vehicles to remove their vehicles from the street before summoning the police to tow away vehicles. Parking signs shall not be revised for subsequent streets or dates. If weather or other circumstances prevent work from being finished before expiration of the posted parking ban, Contractor shall install new signs with revised "no parking" information shall be posted at least 48 consecutive hours before any tow-away by the Police Department are requested.

Time period and/or date(s) appearing on the sign shall include only the period during which the operations are to occur. The signs shall be immediately removed upon completion of the work that requires parking restrictions. Unnecessary parking restrictions will not be allowed.

17 SURVEYING, SURVEY MARKERS, AND CORNER RECORDS

17-1 Construction Survey

Prior to removal of improvements, the Contractor shall verify line and grades shown on the plans. The Contractor is responsible to identify any survey inconsistencies. Any questionable grade, elevation, or location shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction. The construction staking grades shall be prepared by a licensed Land Surveyor authorized to practice land surveying within the State of California and be consistent with the grades on the construction drawings. No asphalt or concrete work shall be placed prior to the Engineer's approval of the construction staking grades.

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. The allowable error shall not exceed 0.02 feet vertically or horizontally. Any staking found to exceed allowable error shall be reset at the sole expense of the Contractor and no additional compensation will be made therefor.

17-2 Survey Markers and Corner Records

All survey monuments, centerline ties and survey reference points shall be protected in place or reestablished where disturbed, in accordance with Section 8771 of the Professional Land Surveyor’s Act (Business & Professions Code Section 8700 et seq.), prior to Project acceptance.

The Contractor shall identify and protect all reference points, survey markers, monuments, benchmarks, lot stakes (tags), centerline ties and other survey points. The Contractor shall not disturb reference points, survey markers, monuments, benchmarks, lot stakes (tags), centerline ties and other survey points without the consent of the Engineer. In case of willful or careless destruction of existing survey markers, the Contractor shall be liable for and charged with the cost of their replacement and of any expenses resulting from their unnecessary loss or disturbance. The Contractor shall provide a licensed Land Surveyor, approved by the City, who will be responsible for resetting any damaged reference points, survey markers, monuments,

benchmarks, centerline ties, and other survey points. The reestablishment of disturbed survey markers or monuments shall be prepared by a licensed Land Surveyor authorized to practice land surveying within the State of California.

The Contractor's surveyor shall field verify all existing centerline ties and shall be responsible for securing and submitting to the City all survey records necessary to establish any centerline tie monument. Corner Record and Centerline Tie notes shall be submitted to City of Burbank Public Works Department for review and approval prior to filing with the Los Angeles County Surveyor. Refer to Burbank Standard Plan CM-500 "Centerline Monument Requirements" for surveying requirements.

The Contractor's surveyor shall:

i) Set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
ii) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments (Section 8771b of the PLSA), and
iii) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments to document the replacement of monuments after construction (Section 8771 b of the PLSA).

17-3 Payment

Payment for work performed to satisfy the requirements of Special Provisions SP1 Subsection 17: SURVEYING, SURVEY MARKERS, AND CORNER RECORDS, shall be paid on a lump sum (LS) basis, as specified in the Bidder's Proposal, and shall be prorated over the term of the Contract. Payment shall include but not limited to material, equipment, labor, incidentals, fees, and services related to construction surveying, staking, preservation of existing survey markers and monuments, replacement of disturbed monuments, setting new ties or monuments, filing of pre-construction records with the County Surveyor prior to demolition, and filing of post construction records with the County Surveyor after resetting markers and monuments. Payment for the filing of records of survey and/or corner records, including traveling and filing fees, shall be incidental to the work necessitating the disturbance of said monuments and no additional payment will be made therefor.

Extension of unit prices or lump sum prices for extra work that may require additional surveying or replacement of disturbed monuments shall include full compensation for attendant survey work and no additional payment will be made therefor.

18 UTILITIES

18-1 Location

Utilities' location and protection shall be in accordance with Section 402 "Utilities" of Standard Specifications for Public Works Construction 2021 Edition and the following Special Provisions.

Known utilities and their respective owners are shown on the Plans or specified in these Special Provisions. Where underground utilities are shown on the Plans, the Contractor shall assume every property will be served by a service connection for each type of utility. The Contractor shall notify Underground Service Alert at 811 at least 48 hours in advance of his intention to begin work so that they may notify the affected utility companies. Establishing utility locations prior to construction of new improvements shall be included in this lump sum Bid item.

Prior to commencing any other work, Contractor shall carefully excavate and determine precise locations and depths of all underground infrastructures and service connections as shown on the plans and/or marked in the field, including which may affect or be affected by Contractor's operations. This work shall be done in accordance with Subsection 402-1 “Location” of Standard Specifications for Public Works Construction 2021 Edition. Excavation for improvements shall only occur after the Contractor has established the exact location and depth of all utilities within the proposed improvement areas. The Contractor shall notify the engineer of the precise vertical and horizontal location of all utilities in proximity to excavation work. Contractor shall not be compensated for any delays or extra work brought about by his failure to perform utilities’ location work. Contractor shall be responsible for any damage to existing utilities shown on the plans or marked in the field.

The inclusion or omission of existing or abandoned utilities on the drawings is not to be considered as the precise location or nonexistence of said utilities. Locations of utilities shown on plans are approximate only and are based on a search of available record information available during design only and are solely for the Contractor's convenience. The City does not guarantee the accuracy or the completeness of existing utilities shown on the Plans.

Utilities, underground and above-ground, shall include but not be limited to: gas, telephone, electric, steam, water, sanitary and storm drain, sewer, fiber optic, traffic signal, and other conduits, (including empty ducts), all abandoned utilities, etc., and their accessories, appurtenances and service connections. The Contractor shall coordinate with each respective utility company to request their assistance to pothole for the necessary substructure information. However, it shall be the Contractor’s ultimate responsibility to establish the exact location of utilities by potholing, where information is insufficient from any utility company.

Utility location (potholing) for traffic signal pole foundation shall include labor, materials, and equipment to excavate a pothole the width of the signal pole foundation and expanding the pothole up to 24 inches in any direction should there be any existing utilities encroaching within 24 inches of the foundation.

Upon completion of each pothole, the Contractor shall backfill holes, compact with native material, provide temporary resurfacing, and furnish the necessary materials including Crushed Miscellaneous Base, Asphalt Concrete, or Portland Cement Concrete (PCC) to permanently restore the pavement surface in-kind, in accordance with Special Provisions SP1 Subsection 18-3: Backfill and Pavement Resurfacing.

Upon completion of the project, the Contractor shall be required to remove, to the satisfaction of the Engineer, all utility locator markings and utility tie-out paint markings that either the Contractor, the City or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the Engineer. The Contractor shall repair and restore any damage to the existing improvements due to Contractor’s removal operation. Full compensation for damage repair shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

18-2 Protection

If the Contractor, while performing the Contract, discovers utility facilities not identified in the Plans or Specifications, the Contractor shall immediately notify the Engineer and utility owner in writing.

All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility

valves, traffic signal and traffic fiber pull boxes, and other subsurface facilities shall be relocated or adjusted to grade by the Contractor as directed by the utility owner. The Contractor shall notify each utility owner a minimum of 10 Working Days before commencing the Work to coordinate relocation, replacement, or adjustment of existing vaults, pull boxes, or subsurface facilities. The labor, material and full cost of relocation or adjustment of the subsurface facilities to allow box covers to be adjusted to finish grade is considered as included in the various bid items of this project, and no additional compensation will be allowed therefor unless a separate bid item for this particular work is identified in the Contract Document.

The Contractor is responsible for the protection of any utilities and for any damage to any such utility during the prosecution of the Work. Any damage to a utility shall be repaired by the Contractor to the satisfaction of the organization owning the facility at no additional cost to the City. The City reserves the right, if so requested by the utility owner, to permit the utility owner to repair such damage, and all expenses of whatever nature arising from such damage shall be borne by the Contractor.

Any difference or conflicts that may arise between the Contractor and such other forces because of delays or hindrance to each other, shall be adjusted and determined by the Engineer. If the Work of the Contractor is delayed because of any acts or omissions of any other contractor or force, the Contractor shall on that account have no claim for additional compensation or extra cost against the City.

During construction of the Work, some of the existing utilities may fall within the prism of trenches. If the existing utility does fall within the Contractor's trenches, the utility involved shall be supported properly by the Contractor to the satisfaction of the utility owner. The method of support of the utility, precautions to be taken during trench backfill and compaction, etc., shall be per the utility owner's requirements. The cost to support and protect existing utilities shall be included in the various bid items and no additional compensation shall be allowed. The Contractor shall contact the utility owner should it anticipate such exposure of any of the existing utilities.

18-3 Backfill and Pavement Resurfacing

Backfill shall conform to Subsection 306-12 "Backfill" of Standard Specifications for Public Works Construction 2021 Edition. Temporary resurfacing shall conform to Subsection 306-13.1 "Temporary Resurfacing" of Standard Specifications for Public Works Construction 2021 Edition. Permanent resurfacing shall conform to Subsection 306-13.2 "Permanent Resurfacing" of Standard Specifications for Public Works Construction 2021 Edition and Burbank Standard Plan BS-110-3.

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing in the same day. Contractor shall maintain and repair temporary resurfacing as needed until permanent repairs are complete. Contractor shall comply with the latest requirements of the American Disability Act (ADA) Accessibility Guidelines and the California Accessibility Guidelines to maintain safe, adequate and ADA compliant pedestrian access, including access for all persons with disability, through work areas including temporary resurfaced areas.

If no excavation is performed within 30 Days, the Contractor shall furnish the necessary materials including Crushed Miscellaneous Base, Asphalt Concrete, or Portland Cement Concrete (PCC) to permanently restore in-kind, the pavement surface and any damaged surrounding areas to their original condition, unless otherwise specified in these Special Provisions or approved by the Engineer. Permanent resurfacing/restoration shall be paid for by the various bid items for permanent improvements as listed in the Bidder's Proposal.

18-4 Payment

Payment for "Potholing for Utility Research" shall include all preparatory work, material, equipment, labor, incidentals, and all work necessary for Utility Research as specified in Special Provisions SP1 Subsection 18: UTILITIES, and shall include but not limited to calling USA DigAlert, excavate pothole, backfill, compaction, temporary resurfacing per City Standards and ADA Standards, and removal of DigAlert markings after project completion. Furthermore, any additional underground exploratory excavation (potholing) of existing utilities marked by Underground Service Alert but are not shown on the project Plans shall be considered as included in the Lump Sum bid price for "Potholing for Utility Research" and no additional compensation shall be allowed therefor.

Permanent resurfacing for potholing only shall be paid for by the various bid items for permanent improvements as listed in the Bidder's Proposal.

19 MAINTENANCE, PROTECTION, DAMAGE REPAIR AND RESTORATION

19-1 Maintain and Protect Existing Facilities

Maintain and protect work, existing facilities, and temporary facilities within the work area until the Engineer has granted relief from maintenance or accepted the work.

If the Contractor damaged any part of a loop conductor specified to remain in place, including the part leading to the adjacent pull box, the Contractor shall replace the entire loop detector and any adjacent loops damaged during the construction or loop replacement.

Materials shown on the plans or designated in the Special Provisions to be used in constructed work and damaged or destroyed because of the Contractor's operations, shall be repaired or replaced by the Contractor, at the Contractor's sole expense. Before Contract acceptance, restore damaged work to the same state of completion as before the damage. The City does not adjust payment for repair or restoration that the Engineer determines was caused by the Contractor's failure to protect the construction area or existing facilities. The City pays for repair or restoration to the damage if the damage was caused by an act of God.

19-1.1 Payment

Full compensation for maintenance, protection, damage repair and restoration shall be included in the contract bid prices for the various items of work involved, and no additional compensation will be allowed therefore unless otherwise specified in the Contract Documents.

19-2 Repair and Restore Landscape and Irrigation

19-2.1 General

The materials used for the restoring of existing irrigation and planting shall conform to Section 800 "Landscaping and Irrigation-Materials" of the Standard Specifications for Public Works Construction 2021 Edition. The installation of irrigation and planting shall conform to Section 801 "Landscaping and Irrigation-Installation" of the Standard Specifications for Public Works Construction 2021 Edition.

Restoration of irrigation system and planting improvements shall be completed where existing landscape planting areas are affected by construction activities, and/or as shown on the

construction Plans, and as directed by the Engineer. This work shall include restoration for potholing, excavation, trenching, signal construction activities, and or sidewalk and curb ramp construction.

The majority of existing water service and irrigation lines within the areas of work may be old and deteriorated. The Contractor is responsible to perform pre-construction inspection of existing water service and irrigation lines within the areas of work, and any necessary work to restore and repair, in-kind, damaged water service laterals, irrigation systems, and landscape planted areas. This work shall include any damages identified, regardless of cause.

19-2.2 Landscape

Any landscaping damaged during construction and/or as shown on the construction Plans, shall be repaired and replaced in-kind by the Contractor. Landscaping used in replacement of affected areas shall match existing plant material and density of plant material in-kind including but not limited to furnishing and installing landscape fabric, mulching, grass seeding, sod, shrubs, and other planting materials, as directed by the Engineer. The Contractor shall water areas affected by irrigation modification as required to maintain landscaping in good condition.

19-2.3 Irrigation

The Contractor shall remove portions of water service laterals and sprinkler systems that are in conflict with the new construction or as shown on the construction Plans. Portions of water service laterals removed during construction shall be immediately replaced/restored. To avoid conflicts, the Contractor shall coordinate with the property owner/renter, prior to any work upon the water service laterals.

For irrigation relocation and/or repair work, the Contractor shall restore the sprinkler systems within 5 Working Days after the removal of the existing system. The restored sprinkler systems shall provide equal or better than existing conditions. The Contractor shall cut interfering portions of existing irrigation lines and cap ends for future reconnection.

All repair and replacement of the irrigation system shall be done within 5 Working Days or sooner after disconnection. During disconnection period of existing irrigation systems, the Contractor shall maintain the existing grass, trees, shrubs, and other existing landscape in a live condition with temporary irrigation systems and/or shall water the landscaped area by hand, or the Contractor shall provide for installation of a temporary irrigation/sprinkler system to water the remaining planted areas during construction. Property owner's water supply shall not be used without written consent from each owner.

Prior to project completion, the Contractor shall turn on the irrigation system and demonstrate each line works properly in the presence and to the satisfaction of the Engineer and property owner. Any damaged and dead grass or landscaping beyond construction limits, or insufficient water coverage resulting from Contractor's operation shall be replaced by the Contractor at his own cost.

19-2.4 Payment

Payment for "Irrigation System Repair and Landscape Restoration (in-kind)" shall include full compensation for all materials, equipment, tools, labor, and incidentals and all work necessary for the work as specified in Special Provisions SP1 Subsection 19-2: Repair and Restore Landscape and Irrigation, and shall include backfill, repair, replace, and restore damaged landscape to match existing planting material in-kind, and to inspect, test, remove, relocation,

and repair all damaged irrigation system caused by the construction and/or as shown on the construction Plans, and no additional compensation will be allowed therefor.

20 NPDES COMPLIANCE

20-1 General

Contractor shall not discharge or be permitted to discharge to any street, channel, river, storm drain, or any appurtenances thereof, any non-rain water, other fluid substance or any loose material from the project or from operations pertaining to the project site without first securing a valid National Pollutant Discharge Elimination System (NPDES) permit unless the discharge is specifically listed as exempt or conditionally exempt in the most current permit issued by the Regional Water Quality Control Board, Los Angeles Region.

Contractor shall implement all necessary Best Management Practices (BMPs) to ensure that all construction activities meet all current requirements of the Los Angeles Regional Water Quality Control Board and the City.

The City may prohibit or restrict any construction activities if, in its sole discretion, the activity is polluting, causes an unsafe/unhealthy situation, or causes a nuisance condition.

20-2 Water Pollution Control

Contractor shall control pollutants at all times, and particularly during a stormwater event to the maximum extent practicable by the effective implementation of appropriate BMPs. The BMPs that may be used to meet the minimum requirements may be selected from Table 1 of Appendix C. The following are the minimum requirements:

Sediments from areas disturbed by construction activities shall be retained on site and stockpiles of soil shall be properly contained to prevent sediment transport from the site to streets, drainage facilities, or adjacent properties via stormwater runoff, vehicle tracking, or wind.

Construction-related materials, wastes, spills, or residues shall be contained at the construction site to minimize transport from the work area to streets, drainage facilities or adjoining properties via vehicle tracking, runoff, or wind. If hazardous or toxic material is involved, containment, remediation and decontamination efforts are necessary and are the responsibility of the Contractor.

Any non-stormwater runoff generated from equipment, vehicle or machine washing shall be contained and properly disposed of by the Contractor and not enter the storm drain system.

Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as limiting grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.

The selection, submittal, and adherence to BMPs are the responsibility of the Contractor. The selected BMPs must be submitted to and approved by City prior to performing any operation under this Contract which will disturb or expose soil, including, but not limited to: excavation, grading, demolition, clearing and grubbing, pavement removal, etc.

20-3 Stormwater Pollution Prevention Plan (SWPPP)

In accordance with the Burbank Municipal Code (BMC) Title 9 Chapter 3 Article 4, Contractor shall develop and implement a construction program and a Stormwater Pollution Prevention Plan (SWPPP) and if needed a Wet Weather Erosion Control Plan (WWECP) that:

1) Prevents illicit construction-related discharges of pollutants into the storm drain system and receiving waters.
2) Implements and maintains structural and non-structural BMPs to reduce
3) pollutants in stormwater runoff from construction sites.
4) Reduces construction site discharges of pollutants to the storm drain system.
5) Prevents construction site discharges to the storm drain system from causing or contributing to a violation of water quality standards.

For construction projects disturbing greater than one acre of soil designated as a Priority Project, Contractor shall comply with BMC Section 9-3-404 and the Best Management Practices specified in BMC Section 9-3-407.

For construction projects disturbing less than one acre of soil not designated as a Priority Project, Contractor shall comply with BMC Section 9-3-405 and with the Best Management Practices specified in BMC Section 9-3-407.

For construction projects disturbing one acre or more of soil, Contractor shall comply with General Permit for Storm Water Discharges Associated with Construction Activity Permit Order 2009-0009-DWQ as amended (2009 Construction General Permit) – see: http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml. Additionally, if the construction activity less than one acre is part of a larger common plan of development that encompasses a total of one or more acres of soil disturbance or if there is significant water quality impairment resulting from the activity, it is subject to the 2009 Construction General Permit.

In order to determine whether a City project is subject to the 2009 Construction General Permit, the City Project Manager must determine the square footage/acreage of soil disturbance.[1]

Construction activity includes clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. Construction activity does not include routine maintenance[2] such as, maintenance of original line and grade, hydraulic capacity, or original purpose of the facility.

If it is determined that the entire site consists of one acre or greater in soil disturbance, the City will instruct the Contractor to:

1) Prepare a Risk Level or Risk Type Determination.

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[1] For linear underground and overhead projects, the 2009 Construction General Permit considers staging areas as part of the total soil disturbance area. The Contractor will need to refer to the 2009 Construction General Permit to ensure accurate soil disturbance areas are derived.

[2] The majority of traditional Public Works projects will involve routine maintenance, such as sidewalk replacement and street grind and overlay. It is the Contractor's responsibility to consult with the City on the classification of the project.

2) Prepare a SWPPP based on the project risk level or type to comply with the requirements of the 2009 Construction General Permit.
3) Electronically enter Permit Registration Documents (PRDs) into the State's Stormwater Multi-Application and Report Tracking System (SMARTS) for review and certification by the City's Legally Responsible Person (LRP) or Approved Signatory.
4) Upon obtaining a Waste Discharge Identification (WDID) Number, the Contractor will need to pull a City grading permit if the work will be on private property, or a City excavation permit if the work will be in the public right-of-way, and can then commence its construction activities.

The Contractor shall use the "California Stormwater Quality Association Stormwater Best Management Practice Handbook Portal: Construction" and associated SWPPP Template to develop and implement the SWPPP. To access the electronic version, go to the following internet website: www.casqa.org.

BMPs implemented shall be consistent with standard industry practice as identified in the most current California Stormwater Quality Association or Caltrans BMP Fact Sheets or alternative approved by the Qualified SWPPP Developer (QSD) and the City.

The Contractor shall furnish, install, and maintain all pollution prevention, erosion, and sediment control measures required by the 2009 Construction General Permit or described in the SWPPP.

The Contractor shall implement monitoring programs, record keeping, maintenance, inspection, repair, training, and sampling as required in the General Permit.

The Contractor shall monitor the National Weather Service Forecast Office on a daily basis during the Contract and maintain records of the forecast. Forecasts are available at: http://www.noaa.gov/.

The Contractor shall obtain, install, and maintain a rain gauge at the Site and observe and record daily precipitation.

The Contractor is responsible for employing a QSD to prepare and revise the SWPPP per the requirements of the 2009 Construction General Permit.

The Contractor shall provide a Qualified SWPPP Practitioner (QSP) to implement the SWPPP, including the monitoring program, per the requirements of the 2009 Construction General Permit.

The QSP shall assume complete and continuous responsibility for stormwater pollution prevention, runoff management, and erosion and sediment control at the project during construction and the preparation and electronic entry into SMARTS of all reports during the construction project required by the 2009 Construction General Permit and SWPPP.

5)
1) Maintenance of BMPs
2) Inspections of BMPs identified in the SWPPP and completion of inspection reports
3) Conduct of visual monitoring including photographs of BMPs if required and completion of visual monitoring reports
4) Sample collection, field measurements, and submittal of samples to analytical laboratories, if required

5) Entry of monitoring data into SMARTS, if required
6) Upload of BMP photographs to SMARTS, if required
7) Preparation of Annual Reports
8) Ensure employees have current SWPPP/BMP training
9) Monitor the National Weather Service forecast for the project area daily
10) Preparation and implementation of Rain Event Action Plans (REAPs), if required
11) Preparation of Numeric Action Level (NAL) exceedance reports, if required
12) Preparation of Receiving Water Monitoring Trigger (RWMT) exceedance reports, if required
13) Entry of the Notice of Termination including final Annual Report

Prior to commencement of field work, The Contractor shall meet with the City to review implementation of the SWPPP. The Contractor's QSP shall attend this meeting. The purpose of the meeting will be to review the Contractor's procedures and to develop mutual understandings relative to compliance with the 2009 Construction General Permit, SWPPP and administration of the Contractor's erosion control and pollution prevention program.

The Contractor shall install stormwater management and erosion and sediment control devices and practices described in the SWPPP prior to any construction activity in that area or as described in the SWPPP schedule.

The City must approve any changes proposed by the assigned QSD or QSP.

Reports and information required by the 2009 Construction General Permit shall be entered in SMARTS by the Contractor's QSP. Subsequent to data entry, submittals shall be saved as a pdf file, and e-mailed to the City.

Except as otherwise noted herein, or directed by City, submit SWPPP amendments and all other reports, sample results, SWPPP amendments, or other documents required to be submitted to SMARTS, at least 5 Working Days before they are required by the 2009 Construction General Permit to be submitted or uploaded to SMARTS.

Upon completion of construction activities, the Contractor shall remove all construction materials, equipment, trash, and debris from the project site.

The Contractor shall establish permanent stabilization of all soils disturbed during construction activities. Permanent stabilization shall consist of a permanent vegetative cover and/or equivalent erosion control measures implemented on all bare soils disturbed by construction activities. Areas stabilized with vegetative cover must have a minimum density equivalent to 70 percent of the pre-construction background vegetative cover. Stabilization shall be performed using the accepted native hydroseed mix with binder.

The Contractor shall remain responsible for the implementation of the 2009 Construction General Permit, SWPPP, and REAP requirements and payment of annual fees until the conditions of final stabilization have been met, and a Notice of Termination (NOT) has been electronically submitted into SMARTS and is approved by the Los Angeles Regional Water Quality Control Board.

The Contractor shall immediately notify the City of the occurrence of a pH or turbidity daily average that exceeds the NALs, and provide copies of the field logs by the end of the day the samples were collected.

The Contractor shall immediately notify the City of the receipt of any notices that the project is out of compliance or potentially out of compliance with the 2009 Construction General Permit or SWPPP.

The Contractor shall correct deficiencies noted during monitoring, and inspections, or governmental notices within 72 hours of identification, or sooner if a rain event is predicted.

The City will represent the LRP and Approved Signatory, while the Data Submitter will be delegated to the Contractor.

The preparation, submittal and adherence to all requirements mentioned above, including SWPPPs prepared by a QSD, hiring an on-site QSP, Wet Weather Erosion Control Plans (WWECPs), and Contractor Self-Inspection Forms, are the responsibility of the Contractor.

The annual fees are based on total disturbed area of the construction project in acres. See Construction fees for a list of fees by acres. An annual invoice for City projects will be issued to the City by the State until the project is complete and a Notice of Termination (NOT) is electronically submitted and approved by the Los Angeles Regional Water Quality Control Board. In order to ensure project completion as proposed and scheduled, it is the Contractor responsibility to appropriately bid on the anticipated construction fees based on the project duration/schedule.

The Contractor shall electronically enter the NOT, and receive approval from the Los Angeles Regional Water Quality Control Board. Any additional construction fees, or project delay causing the project to incur additional time, scheduling, and permit requirements, will be the Contractor's responsibility.

The Contractor shall certify they have completed a storm water pollution prevention training, or is a certified Qualified Storm Water Pollution Prevention Developer (QSD) and/or a certified Qualified Storm Water Pollution Prevention Practitioner (QSP).

The City may restrict the continuation of work if it is determined that the Contractor has not met all the NPDES requirements.

The cost of complying with these environmental requirements shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor unless otherwise specified in the Contract Documents.

21 SUBMITTALS

21-1 General

No Work shall begin until the construction schedule (project schedule) has been approved by the Engineer and the Permit has been issued by the City of Burbank. All submittals shall be submitted prior to the start of the Work unless otherwise approved by the Engineer.

Within 5 Working Days after the Notice to Proceed letter has been issued, the Contractor shall

submit for City review and approval of the following: all Shop Drawings and submittals for all long lead supplies, materials, and equipment. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) within 14 Working Days of said Notice to Proceed.

No work shall begin on the respective items of work that require a submittal until the submittals for those items of work have been approved in writing by the Engineer. When submitted for the Engineer's review, Shop Drawings shall include the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings as conforming to the requirements of the Contract Documents. The following Contractor's certification shall appear on all submittals: "It is hereby certified that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review.

Certified by: _____

Date: _____

Submittals shall be accompanied by a letter of transmittal.

21-2 Shop Drawings

A copy of each Shop Drawing and each sample as reviewed by the Engineer shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

Submittal Handling: Submittals shall be accompanied by a letter of transmittal.

Drawings:

1) All drawings shall be produced to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
2) All drawings shall be made in black line on white background. Reproductions of City/Contract Drawings are not acceptable.
3) The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the City's standard sheet sizes as listed below. The title block shall be located in the lower right-hand corner of each drawing and shall be clear of all line work, dimensions, details, notes and comments. (Standard Sheet Sizes – 8.5" x 11", 11" x 17", 24" x36")

Colors: Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Engineer for his/her review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project name and specifications number.

Manufacturers' Literature: Clearly indicate which portions of the contents are being submitted for review, where contents of submitted literature from manufacturers include data not pertinent to the submittal.

Substitutions: The Contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor proposed substitutions are subject to the Engineer's approval and in accordance with Subsection 4-6 "TRADE NAMES" of Standard Specifications for Public Works Construction 2021 Edition.

As-Built Drawings: When required to be submitted covering items included in this Work, the Contractor shall deliver to the City one complete set of final As-Built hard copy drawings for City records before the Contract will be accepted by the City. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable.

Submittal Quantities: Submit all samples, unless specified otherwise, in the quantity to be returned, plus one, which will be retained by the Engineer.

Identification of Submittals: Completely identify each submittal and re-submittal by showing at least the following information:

1) Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
2) Name of project as it appears in the Contract Documents and Bid Schedule No.
3) Drawing number and Bid Schedule Section number to which the submittal applies.
4) Whether this is an original submittal or re-submittal.
5) Indicate the source of samples submitted.

Coordination of Submittals: Prior to submittal for the Engineer's review, use all means necessary to fully coordinate all material, including the following procedures:

1) Determine and verify all field dimensions, conditions, materials, catalog numbers, and similar data.
2) Coordinate as required with all trades and with all public agencies involved.
3) Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
4) Clearly indicate all deviations from the Specifications for Engineer's review.

Timing for Submittals:

1) Turn in submittals within 5 Working Days after the Notice to Proceed.
2) Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
3) In scheduling, allow at least **10 Working Days** for the Engineer's review, plus the transit time to and from the City.

21-3 Required Submittals

Refer to the following Table "Submittals List" for the list of submittals required for this project.

Submittals List and Requirements

Submittals List	Required
Project Administration	
Project Schedule **Required prior to all Work*	X
Material Delivery Schedule	X
Contractor's Notification – Letter to Residents/Businesses	

Submittals List	Required
Contractor's Notification – Door Hanger Notice to Residents/Businesses	
Traffic Control Plans & Channelization Plan **Required prior to all Work in the Public Right of Way*	X
Surveying	
Pre-construction Corner Record **Prior to Construction*	X
Post-construction Corner Record **After Construction, prior to project acceptance*	X
Traffic Signal	
Poles with Buy America Certification	
Pelco Clamp-on Luminaire arms	
Luminaires	
Reflectorized Street Name Sign	
Street Name Sign Mounting brackets	
Retroreflective Sheeting	
USPA Service Pedestals	
Signal Cabinet (332L)	
Controller Assemblies (McCain 2070E)	
Battery Back System (Clary)	
Video Detection System (Iteris)	
Video Encoder	
Ethernet Switch	
Fiber Optic Cable System	
Vehicle Signal Faces and Backplates	
Pedestrian Signal Faces	
Pedestrian Push Button	
Signal Mounting Assemblies	
Accessible Pedestrian Signal	
Pull boxes	
Conductors and Cables	
Pull Tape	
Conduits	
Signing and Striping	
Traffic Striping and Markings	
Reflective Glass Beads	
Roadside Traffic Signs and Mast Arm Mount Signs	
Perforated Square Steel Post	
Roadway and Sidewalk Improvements	
Asphalt Concrete Pavement (C2-PG-64-10, D2-PG-64-10)	
Asphalt Rubber Hot Mix (ARHM) Mix Design (ARHM-GG-C)	
Portland Cement Concrete Mix (520-C-2500)	X
Signal Foundation Concrete Mix (Class II 590 lbs., 3625psi)	

Submittals List	Required
Detectable Warning Surface (FED 1517 Blue)	

21-4 Approval Process

Except as may otherwise by indicated herein, the Engineer will return the submittal to the Contractor with comments noted thereon, within 10 City Working Days following receipt by the Engineer. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the third submission of a submittal item. The Contractor shall allow a minimum of 10 City Working Days for review of submittals. Copies of each submittal will be returned to the Contractor marked “No Exceptions Taken”, “Furnish as Corrected”, “Revise and Resubmit”, or “Rejected”. Manuals, schedule of costs and As-Built drawings will be returned for re-submittal if incomplete or unacceptable.

1) If a submittal is returned to the Contractor marked “No exceptions taken,” formal revision and resubmission of said submittal will not be required.

2) If a submittal is returned to the Contractor marked “Furnish as Corrected,” formal revision and resubmission of said submittal will not be required.

3) If a submittal is returned to the Contractor marked “Revise and Resubmit,” the Contractor shall revise said submittal and shall resubmit the required number of copies of the revised submittal to the Engineer.

4) If a submittal is returned to the Contractor marked “Rejected,” the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.

When reviewed by the Engineer, each copy of the drawings will be stamped and signed by the Engineer.

One set of said drawings will be returned to the Contractor.

The review of the drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall assume all responsibility for accuracy of data, details, and dimensions shown in the submittals.

The Contractor agrees that if deviations, discrepancies, or conflicts between Shop Drawing submittals and the Contract Documents in the form of Plans and Specifications, except as particularly noted within the submittal, are discovered either prior to or after Shop Drawing submittals are processed by the Engineer, the Plans and Specifications shall control and shall be followed.

Revisions indicated on Shop Drawings shall be considered as changes necessary to meet the requirements of the Plans and Specifications and shall not be taken as the basis of claims for Extra Work. The Contractor shall have no claims for damages or extension of time due to any delay resulting from making required revisions to Shop Drawings. The review of said drawings by the Engineer will apply to general design only and will in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in these Contract Specifications or on the Contract Drawings.

Compliance certificates and weigh slips shall be provided for all aggregate base, asphalt concrete, Portland Cement Concrete, reinforcing steel, etc. Mix designs shall be submitted for asphalt concrete and Portland Cement Concrete mixes.

The Contractor shall furnish to the Engineer three (3) copies of instruction and maintenance manuals and parts lists of all major equipment furnished. Data in these manuals shall cover completely all items as specified and as supplied.

Shop fabrication drawings and lay sheets are required for all steel pipelines 16 inches and greater in diameter. The drawings and lay sheets shall fully illustrate horizontal station and vertical elevation of all joints and angle points, true angular deflection at locations of combined vertical and horizontal bends, and horizontal station for pipeline appurtenances.

22 BID ITEM DESCRIPTION AND PAYMENT FOR ITEMS

The price identified in Section 1 of the Entry and Construction Agreement between the City and the Contractor shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and performing all work and related operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SECTION 2 – MATERIALS AND METHODS

1 ADDITIONS/MODIFICATIONS TO STANDARD SPECIFICATIONS

The Standard Specifications referenced in Section 1 (SP1) and Section 2 (SP2) of the Special Provisions is the 2021 edition of the Standard Specifications for Public Works Construction, including all supplements and accompanying Standard Plans, written and promulgated by Public Works Standards, Inc. These Standard Specifications shall control the construction materials and construction methods for this Contract, except as amended by the Contract Documents.

The 2018 edition of the State of California Department of Transportation (Caltrans) Standard Specifications, Standard Plans, and the California Manual on Uniform Traffic Control Devices, 2014 Edition, are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein.

The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications and Reference Specifications, unless otherwise noted. In the case of conflict between the Standard Specifications, the Reference Specifications, and these Special Provisions, these Special Provisions shall take precedence over, and shall be used in lieu of, such conflicting provisions.

2 TRAFFIC SIGNAL MATERIALS

2-1 Traffic Signal Qualified Products List

The City of Burbank has qualified the following products for project work as shown in Table SP2-2-1 Qualified Products List. A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. Contractor may substitute a product that is equal to or better than the specific brand or trade name is approved by the Engineer.

For product substitution, the Contractor shall submit a Substitution Request with a time period that:

1) Follows Contract Award
2) Allows 30 Calendar days for review
3) Causes no delay

Include substantiating data with the substitution request that proves that substitution:

1) Causes no delay
2) Is of equal or better quality and suitability

Equipment Warranty. Full manufacturer's warranty is required on all equipment with effective date of the warranty no earlier than the date of the bid opening. Warranty documentation shall be provided with delivery of the associated signal equipment. Contractor's warranty is not acceptable in lieu of manufacturer's warranty.

Table SP2-2-1 Qualified Products List

Material	Make	Model
Signs (SP2 Subsection 6)		
Type IX retroreflective sheeting (for signs with non-yellow background)	3M	Series 4090 D.G.
Type XI retroreflective sheeting (for signs with yellow background)	3M	Series 4000 D.G.
Protective overlay Film	3M	Series 1160
RSNS signal mast arm bracket-Long	Hawkins	M10J-OCB250AL(S)
RSNS signal mast arm bracket-Short	Hawkins	M10J-OCB250FL(S)
RSNS signal mast arm clamp	McCain	M11299
Standards, Poles, and Mast Arms (SP2 Subsection 8-4)		
Standards, Mast Arms, and Luminaire Arms	-Materials must comply with 2010 Caltrans Standard Plans and the 2018 Caltrans Standard Specifications. -Procurement and manufacturing processes of steel and iron in the material must conform to Buy America Standard per 2018 Caltrans Standard Specifications Subsection 6-1.04 “Buy America”.	
Clamp On Luminaire Arm Assembly (4”-5” Dia. Pole)	Pelco	AP-3001-180-GLV
Clamp On Luminaire Arm Assembly (5.5”-7.5” Dia. Pole)	Pelco	AP-3002-180-GLV
Clamp On Luminaire Arm Assembly (8”-10” Dia. Pole)	Pelco	AP-3003-180-GLV
Pull Boxes (SP2 Subsection 8-6)		
No. 6 Box (TRAFFIC SIGNAL) *Tier 15	Armorcast FRP Flared (12” deep)	A6001640TAX12
	Hubbell Quazite FRP Straight (12” deep)	B14173012A
	Oldcastle Fibrelyte Flared (12” deep)	FL36
No. 6E Box (TRAFFIC SIGNAL) *Tier 15	Armorcast FRP Flared (24” deep)	A6001640TAX24
	Armorcast FRP Straight (22” deep)	A6001534X22
	Hubbell Quazite FRP Straight (22’ deep)	B14173022A
	Oldcastle Fibrelyte Flared (20” deep)	FL36
No. 6 Cover (TRAFFIC SIGNAL) *Tier 15	Armorcast FRP	A6001947T
	Hubbell Quazite FRP	C02173002A
	Oldcastle Fibrelyte	FL36
24” x 36” x 24” Box (TRAFFIC SIGNAL) *Tier 15	Hubbell Quazite FRP	B14243624A
24” x 36” Cover (TRAFFIC SIGNAL) *Tier 15	Hubbell Quazite FRP	C00243603A046
No. 6 Box (BURBANK ELECTRIC) No. 6 Box (STREET LIGHTING)	Armorcast PC	A6001640PCX24

Material	Make	Model
No. 6 Cover (BURBANK ELECTRIC) No. 6 Cover (STREET LIGHTING)	Armorcast PC	A6001947T
Conductors and Cable (SP2 Subsection 8-8)		
28 conductor signal cable	Falcon Fine Wire	11LA14A28
12 conductor signal cable	Falcon Fine Wire	11LA14A12
9 conductor signal cable	Falcon Fine Wire	11LA14A9
5 conductor signal cable	Falcon Fine Wire	11LA14A5
3 conductor signal cable	Falcon Fine Wire	11LA14A3
Detector lead-in cable – LADOT 4-pair	Falcon Fine Wire	11LA18B4PIS-0
Loop Wire - Caltrans Type 2(THWN or XHHW no. 14 wire)	Any	
Video detection camera power cable	Omnicable	A11403-BWG
Video detection camera video cable	Belden	8281
Splicing Materials (SP2 Subsection 8-9)		
Conductor signal cable splice connector	King Connector	Wing 670 Tan, 671 Gray
	IDEAL Connector	Models 451, 452, 454
Inductive loop splice connector	King Connector	Series 621, 622
	IDEAL Connector	Models 61, 62
Electrical Tape	3M	Scotch Vinyl 35
Electrical Coating	3M	Scotchkote FD
LED Luminaire (SP2 Subsection 8-11)		
Local: 100W-equivalent LED	EOI	ESU-FA012P012P01640S-600FIU1-1512N
Collector: 250W-equivalent LED	Cree	XSPLG-D-HT-3ME-18L-40K7-UL-SV-N-Q1
Arterial: 400W-equivalent LED	Leotek	EC7-18M2-MV-NW-3-GY-700-WL-PCR7
Service (SP2 Subsection 8-13)		
CALTRANS TYPE III-AF Cabinet	Myers	MEUG3A-1250 or MEUG3A-2048 *See BWP Standard S-0459D
Meter Socket Jumper Cover	Tesco	4-jawed Catalog No. 277-4
Signal Cabinets, and Controller Assemblies (SP2 Subsection 8-14)		
2070E controller unit	McCain	2070E with 1E, 2E, 3B modules, 4A power supply, and 2033 software
332L cabinet	McCain	332L
	Safetran	332L
334L cabinet	McCain	334L
	Safetran	334L
332 / 334 Light fixture	Dialight	CL2-CF-TC2
332 / 334 Service surge protector	HESCO	HE1750TEES
Loop sensor unit	Reno A&E	C-1100SS

Material	Make	Model
Conflict monitor unit	EDI	2010ECLip
Battery Backup System (SP2 Subsection 8-15)		
Inverter/charger unit	Clary	SP1250LX-N
Inverter/charger module	Clary	SPO-09A2
Power transfer and bypass switch	Clary	SPD-302C
Battery pack	Clary	OP72D with SP-19N1
Cabinet	Clary	CBS-127 (CBO-126, CBT-123, CBL-123)
Vehicle Signal Heads (SP2 Subsection 8-16)		
12" red arrow	Dial Light	432-1314-001 432-1314-001XOD
12" yellow arrow	Dial Light	431-3334-001 431-3334-901XOD
12" green arrow	Dial Light	432-2374-001 432-2374-001XOD
12" red ball	Dial Light	433-1210-003 433-1210-003XL
12" yellow ball	Dial Light	433-3230-901 433-3230-901XL
12" green ball	Dial Light	433-2270-001 433-2270-001XL
12" red bicycle	EOI, Inc.	TRB-R12EG-E2T
12" yellow bicycle	EOI, Inc.	TRB-Y12EG-E2T
12" green bicycle	EOI, Inc.	TRB-G12EG-E2T-C
Directional/programmable louver	Pelco	GL-1001 with 8 degree view cut-off
Signal mast arm clamp and tube	Pelco	AB-3008-36 SE-4370
Pedestrian Signal Head (SP2 Subsection 8-17)		
16” x 18” Pedestrian LED Module	Dial Light	430-6479-001X 430-6479-001XC
Accessible Pedestrian Signal (SP2 Subsection 8-18)		
Cabinet Control Unit	Polara Engineering	iCCU-C
Cabinet Power Supply	Polara Engineering	iN2-150WPS-C
Cabinet Interface Board	Polara Engineering	iN2-ICB-C
Cabinet Control Cable	Polara Engineering	iN2-C4CABLE-C
Push Button Unit	Polara Engineering	iN25ON0-B (Black)
Pedestrian Push Button Assembly (SP2 Subsection 8-19)		
Push Button Unit	Polara Engineering	BDL3-B (Black)
Video Detection Camera System (SP2 Subsection 8-21)		
Video Detection Camera	Iteris	RZ4AWDR
Standard bracket	Iteris	CAMBRKT4
Signal mast arm bracket	Pelco	AS-0175-74-96
Video processor	Iteris	Vantage Edge 2
Rack Monitor	Iteris	Rack Monitor
Surge Suppressor	Edco	CX-06M

Material	Make	Model
Ethernet Switch (SP2 Subsection 9-1)		
Ethernet Switch Unit	Cisco	IE-2000-8TC-G-B
Ethernet Switch SFP Module	Cisco	GLC-LH-SM
Ethernet Switch Power Supply	Cisco	PWR-IE65W-PC-AC
Rack Mount	Cisco	STK- RACKMNT- 2955
Power Distribution Strip	Tripp Lite	ISOBAR8ULTRA
Fiber Optic Cable System (SP2 Subsection 9-2)		
144 strand fiber optic cable	Corning	144EU4-T4101D20
48 strand fiber optic cable	Corning	048EU4-T4101D20
12 strand fiber optic cable	Corning	012EU4-T4101D20
Fiber Distribution Unit (SP2 Subsection 9-3)		
Housing	Corning	SPH-01P-DIN
Connector Panel	Corning	CCH-CP12-59P03RH
Mount	Corning	SPH-DIN-KIT
Accessory	Corning	SPH-01P-JMPR-BKT
Fiber Splice Closure (SP2 Subsection 9-4)		
Splice Closure	Corning	SCF-6C22-01
Splice Tray	Corning	SCF-ST-099
Pan Tilt Zoom Camera (SP2 Subsection 9-5)		
PoE PTZ camera	Cohu	4261-1000-0012
PoC PTZ camera	Cohu	426A-1000
PoC PTZ camera assembly	Cohu	ER426AEC
PoC PTZ camera cable	Cohu	CA297E
Video Encoder (SP2 Subsection 9-7)		
Video Encoder Unit	Axis	Q7424-R
Video Encoder power supply	Axis	T8006 PS12
Video Encoder mounting	Axis	T91A03 DIN Rail clip
Wireless Radio		
Radio	Encom	BB58INT

2-2 Submittal Requirements

No work shall begin until the construction schedule has been approved by the Engineer. No work shall begin on the respective items of work that require a submittal until the submittals for those items of work have been approved in writing by the Engineer. The Contractor shall submit for City review and approval Shop Drawings and submittals for all long lead supplies, materials, and equipment within 5 Working Days after the Notice to Proceed letter has been issued. Within 14 days of issuance of Notice to Proceed, the Contractor shall submit samples, drawings, and data for the Engineer's approval which demonstrate fully that the construction, and the materials, tools and equipment to be furnished will comply with the provisions and intent of these Plans and Specifications. Contractor is responsible for supplying all required submittals for work to be done by their subcontractors also. Submittals shall be accompanied by a letter of transmittal.

The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s)

within 14 Working Days of said Notice to Proceed. Refer to Table “Submittals List” in Special Provisions SP1 Subsection 21-3: SUBMITTALS-Required Submittals to see the complete list of submittals required from the Contractor.

3 CERTIFICATE OF COMPLIANCE

The Contractor shall submit a certificate of compliance to the Engineer for the following materials:

Asphalt Rubber Hot Mix (Public Works Standard Specification)

- Asphalt rubber binder

Concrete (Caltrans Standard Specification)

- Admixture
- Cementitious material
- Fly Ash or Class N Pozzolans

Signs (Caltrans Standard Specification)

- Aluminum sheeting
- Retroreflective sheeting
- Screened-process colors
- Nonreflective, opaque, black film
- Protective-overlay film

Stripes and Markings (Caltrans Standard Specification)
For each lot or batch of thermoplastic, paint, and glass beads, submit:

- Certificate of compliance, including the product name and manufacture date
- Safety Datasheet
- Manufacturer’s Instructions

Traffic Signals (Caltrans Standard Specification)

- Signal poles and equipment (if applicable)
- Conductors
- Conduit

4 CONTROL OF MATERIALS

4-1 General

The Contractor shall furnish all materials required to complete the work, except materials that are designated in the Special Provisions to be furnished by the City. Only materials conforming to the requirements of the specifications shall be incorporated in the work. The materials furnished and used shall be new and show no signs of previous use.

4-2 City-Furnished Materials

Materials which are listed as City-furnished materials in the Special Provisions will be available to the Contractor free of charge, unless otherwise specified. The Contractor shall provide all necessary products and materials including but not limited to conduits, wires, cables, mounting hardware, and any other hardware required for the installation of City-furnished materials, complete, in place and operational.

City shall furnish to Contractor the following items of permanent material:

None

4-3 Contractor's Responsibility for City-Furnished Materials

City-furnished materials shall be hauled to the site of the work by the Contractor at the Contractor's expense, including any necessary **loading, unloading, labor, and equipment rental** that may be involved. City-furnished materials and equipment will be available for pick up at the following location during normal business hours:

City of Burbank Landfill
1114 N. Bel Aire Dr
Burbank, California, 91504
Attention: Douglas McLean, RE: Bid Schedule 1454

Contractor shall request City-furnished materials at least 15 Working Days prior to their scheduled installation and shall notify the Engineer at least 3 Working Days prior to material hauling unless otherwise directed by the Engineer.

At the City's option, and immediately prior to loading and transporting of the City-furnished materials, the Contractor and City Representative shall inspect all City-furnished materials and equipment for any damages and discrepancies in quantity. Damage will be documented at this time by a City Representative.

The Contractor shall transport and handle products in accordance with manufacturer's instructions.

The Contractor shall take possession of and become solely responsible for all City-furnished materials upon acceptance of said materials, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor at the Contractor's expense. The Contractor shall be liable to the City for the cost of replacing City-furnished material and those costs may be deducted from any monies due or to become due the Contractor. All City-furnished material that is not used on the work shall remain the property of the City and shall be delivered at the location specified by the Engineer.

The Contractor or designee shall be required to sign a release form assuming liability of equipment when furnished by the City. Responsibility of such equipment shall extend until Notice of Completion has been issued.

In the event that a traffic signal pole is hit or damaged as a result of a traffic collision, before completion and acceptance, the Contractor shall be responsible for refurnishing, reinstalling and reconstructing of the damaged material and damaged improvements. Contractor is responsible for the cost of replacing lost or damaged City-furnished material. The City deducts replacement costs from the progress payment. No additional compensation shall be allowed therefor. City-furnished material not used in the work remains the property of the City.

Payment
All costs of labor and material for loading, unloading, transporting, handling, protecting, storing, and placing City-furnished material shall be considered as included in the lump sum Bid price for each traffic signal and no additional compensation will be allowed therefor unless otherwise specified in the Contract Documents.

4-4 Contractor Supplied Materials

The Contractor shall provide all other new materials including but not limited to: bar reinforcement cages (for CIDH), anchor bolts, anchor plates, nuts, bolts, washers, pole caps, hand hole covers, foundations, video detection systems, Ethernet system, conflict monitor, LED safety lighting, retroreflective street name signs (SNS), LED vehicle heads, LED pedestrian countdown heads, pedestrian push buttons, APS, pull boxes, conduits, interconnect, wiring, cables, and any other hardware necessary to complete the installation and testing of the traffic signal as required to provide the intended installation as shown on the Plans, complete in place and operational.

All contractor supplied materials shall be new and show no signs of previous use. The Contractor shall furnish delivery tickets or documents for all materials to be incorporated in the work, which tickets or documents shall describe in detail the type, size, specification or data, fully denoting the material being delivered.

4-5 Buy America

Steel and iron materials shall be in accordance with Section 6-1.04 “Buy America” of the 2018 Caltrans Standard Specifications.

4-6 Delivering of Traffic Materials

4-6.1 Traffic Signal Control Material

The traffic signal control material consists of:

- Controller Units
- Controller Assemblies and Cabinets
- Battery backup system (BBS)
  - BBS inverter/charger
  - BBS battery pack
  - BBS cabinet
- Video detection systems (cameras and processors)

Deliver traffic signal control material to the following address for testing:

City of Burbank Traffic Signal Shop
124 South Lake Street
Burbank, California, 91502
Attention: Douglas McLean, RE: Bid Schedule 1454

Allow 15 Working Days for testing. The Traffic Signal Maintenance Supervisor must notify you when testing is complete. If the material or equipment is accepted, you must pick it up from the City Traffic Signal Shop and deliver it to the job site.

If the material or equipment is rejected, resubmit a new sample and allow 15 Working Days for retesting. The retesting period starts when the replacement material or equipment is delivered.

4-6.2 Intelligent Transportation System Material

The intelligent transportation system material consists of:

- Ethernet switches
- Fiber distribution units
- Video encoders

Deliver Intelligent Transportation System material and equipment to the following address for testing:

City of Burbank Traffic Management Center
150 North Third Street, First Floor
Burbank, California, 91502
Attention: David Wilcox RE: Bid Schedule 1454

Allow 15 Working Days for testing. The Traffic Management Center Manager must notify you when testing is complete. If the material or equipment is accepted, you must pick it up from the City Traffic Management Center and deliver it to the job site.

If the material or equipment is rejected, resubmit a new sample and allow 15 Working Days for retesting. The retesting period starts when the replacement material or equipment is delivered.

5 ROADWAY AND SIDEWALK IMPROVEMENTS

5-1 General

Contractor shall provide temporary traffic control devices, ensure adequate vehicular access, ensure ADA compliant pedestrian access, and following all traffic control standards and requirements as specified in Special Provisions SP1 Subsection 15: TRAFFIC CONTROL, PUBLIC CONVENIENCE, AND SAFETY.

5-2 Removal

Contractor shall identify and protect existing survey markers, monuments, bench marks, and centerline ties complete in place, and shall notify the Engineer at least 7 days before starting work to allow for the preservation of survey markers, monuments, bench marks, and centerline ties. The Contractor shall not disturb survey markers, monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

Removals shall be performed per Subsection 300-1.3 entitled "Removal and Disposal of Materials" of the Standard Specifications for Public Works Construction 2021 Edition. Voids created by over-excavation during removal shall be filled with Processed Miscellaneous Base, or better, per Subsection 200-2 entitled "Untreated Base Materials" of the Standard Specifications for Public Works Construction 2021 Edition, at the Contractor's expense.

All removals and limit lines shall be marked in the field by the Contractor together with the Engineer, or his designee. The Contractor is responsible for all ADA Ramp layouts, and layouts shall be approved by the Engineer or his designee prior to saw cutting. The Contractor shall coordinate with the Engineer to mark the removal limits and shall give the Engineer 5 Working Days' notice prior to performing any removal work. No work shall begin in any area until the removal limits have been marked by the Engineer together with the Contractor.

During sidewalk removals, the Contractor shall:

1) Hand dig uplifted sidewalks to protect any utility lines that might have also been uplifted
2) Remove all asphalt ramps adjacent to sidewalk removal locations
3) Salvage any private party improvements (i.e., bricks, etc.) for the property owners

To protect street roadway pavement, parkway planting, and pedestrian access, Contractor shall not drive over parkways and shall immediately place all excavated material in trucks during removal operations. No deposit and/or temporary storing of material on the public right-of-way will be permitted.

To prevent damage to parkway improvements and planted areas, no driving over the parkway areas is allowed.

Saw cutting will not be permitted without a valid Underground Service Alert (USA) ticket. During saw cutting, the contractor shall protect landscaping, walls, wall footings, and any other improvements on public or private property. Any damage to existing improvements will be repaired at the Contractor's expense.

The Contractor shall be responsible for the removal of all limit lines and utility markings on concrete and/or decorative pavement associated with this project, prior to the final progress payment.

Removal Work shall occur on only one side of any given block at a time.

During removal activities, the Contractor shall work cooperatively with City staff to minimize impacts on solid waste collections.

5-3 Pruning and Removing Tree Roots

Root pruning may be needed following concrete removals. The Contractor shall be responsible for all pruning, removing and disposal of tree roots. The Contractor shall contact Forestry Department to receive approval prior to root pruning. Lifting of tree roots without cutting them in small pieces shall be avoided to prevent damage to trees and/or service lines. Pruning of roots encircling or adjacent to utility (i.e. water) service lines shall be performed by Contractor as well.

5-4 Adjust Utility to Existing Grade

Contractor shall adjust to grade all existing underground utility frames, boxes, covers and lids. The plan drawings may not show the locations of all meter boxes and valve boxes as herein before specified. Hereinafter, for the specification of this item, all boxes for the various utility meters or valves shall be termed as “box” or “enclosure”. The Contractor shall nonetheless, be responsible to make adjustment to all such boxes whereby the existing roadway or sidewalk surface will be raised in elevation by new pavement surface or sidewalk grade, or where the existing boxes will be impacted by the construction of new access ramps. The Contractor shall be responsible, prior to bid, to make a site investigation and verify the scope of work for this item, taking an accurate count of all such boxes that will receive an adjustment for grade.

The Contractor shall use appropriate equipment and hand tools necessary to excavate for the full depth of the existing box or enclosure such that the enclosure may be adjusted to grade. Excavation shall be complete and circumferential such that a minimum of six inches of clear space is created between the outer wall of the enclosure and the existing grade profile. If the enclosure has an existing adjustable upper sleeve, excavation is necessary only to provide for adjustment of the upper sleeve. The sides of the enclosure shall be thoroughly cleaned. The enclosure shall then be adjusted to proper grade, with the sides of the enclosure properly compacted with crushed miscellaneous base to 95%. The Contractor may elect to provide a new traffic rated sleeve collar that has a traffic-rated cover with an appropriate stamp on top of the cover.

It is the Contractor's responsibility to conduct site investigation prior to bid to make note of boxes requiring subsurface facility adjustment. If subsurface facilities (wiring, conduit, meter, valve, etc.) inside the box do not allow the box cover to be adjusted to finish grade, the Contractor shall notify the utility owner, at least 10 working days prior to the start of work, to coordinate the relocation or adjustment of the subsurface facilities. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, traffic signal conduits, traffic fiber, traffic pull boxes, and other subsurface structures shall be relocated or adjusted to grade by the Contractor as directed by the utility owner. Adjustment or modification of utility box by cutting into the sidewalls is not allowed. The labor, material and full cost of relocation or adjustment of the subsurface facilities to allow box covers to be adjusted to finish grade is considered as included in the various bid items of this project, and no additional compensation will be allowed therefor unless a separate bid item for this work is identified in the Contract Documents.

Prior to asphalt reconstruction, asphalt overlay or any other work which may cover existing valves, cleanouts and manholes, the Contractor shall tie down with distances the locations of each and all valves, cleanouts and manholes within the construction area to three or more permanent objects not subject to removal and give the information to the Engineer. Full compensation for providing valve, cleanout and manhole information shall be considered as included in the contract unit price paid for raising said items to grade and no additional compensation will be allowed.

Payment.
Full compensation for adjusting utility to grade shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor unless otherwise specified in the Contract Documents.

5-5 Portland Cement Concrete Curbs, Walks, Gutters, Cross Gutters, Spandrels, Alley Approaches, Alley Intersections, Access Ramps, And Driveways

5-5.1 General

All Portland Cement Concrete (PCC) curbs, walks, gutters, cross gutters, spandrels, alley approaches, alley intersections, access ramps, and driveways shall be constructed in accordance with the applicable details and notes shown in Subsection 302-6 "Portland Cement Concrete Pavement" and Subsection 303-5 "Concrete Curbs, Walks, Gutters, Cross Gutters, Alle Intersections, Access Ramps, and Driveways" of the Standard Specifications for Public Works Construction 2021 Edition, and the following Special Provisions.

Typical minimum concrete remove and replacement section in the sidewalk shall be from joint line to joint line, and no smaller than 5 feet by 5 feet area.

The Portland Cement Concrete for curbs, gutters, sidewalks, access ramps, and driveways shall be class 520-C-2500, except alley intersections shall be 560-C-3250, and in accordance with Subsection 201-1 "Portland Cement Concrete" of the Standard Specifications for Public Works Construction 2021 Edition. If high early strength is required at any location, the Engineer or his designee will specify the location and the type of concrete mix design to be used.

Detectable warning surface for access ramps must be blue color and cast-in-place/wet set type.

When the sidewalk or crosswalk is being impacted by the Work which will require detouring of pedestrians to an alternative path of travel, the Work shall occur on only one side of any given street at a time.

Trench resurfacing for the forming of PCC curb, gutter, or sidewalk, shall conform to Burbank Standard Plan BS-110-3 and Subsection 306-13.2 “Permanent Resurfacing” of Standard Specifications for Public Works Construction 2021 Edition.

5-5.2 Forming

Forming shall include all saw cutting, AC and/or PCC removal, grading, compaction, compaction testing, base materials, and permanent AC and/or PCC replacement necessary to build forms for any concrete construction.

5-5.3 Curb and Gutter

All curbs and all gutter shall be constructed per Burbank Standard Plan BT-100. Integral curb and gutter shall be constructed only in locations where both curb and gutter are removed contiguously.

Trench resurfacing for the forming of PCC curb and gutter shall conform to Burbank Standard Plan BS-110-3 and Subsection 306-13.2 “Permanent Resurfacing” of Standard Specifications for Public Works Construction 2021 Edition and

5-5.4 Driveways

All driveways shall be constructed as commercial types per Burbank Standard Plan BT-103, except those serving single-family residences, in which case residential type shall be constructed per Burbank Standard Plan BT-102.

Driveways to single-family residences, multi-family dwellings and businesses shall be windowed or plated to provide access to residents/patrons at all times.

All driveways must be open to the public within 2 Calendar Days of pouring concrete, including placing all asphaltic concrete adjacent to the driveway.

5-5.5 Pedestrian Ramps

All layouts for pedestrian ramps are the responsibility of the contractor and shall conform to the 2018 Caltrans Standard Specifications, Revised Standard Plans RSP A88A and A88B, and Standard Specifications and Standard Plans for Public Works Construction 2021 Edition, if directed by the Engineer; as well as the latest Americans with Disabilities Act (ADA) requirements.

Detectable warning systems (truncated domes) shall be ADA Solutions or equivalent cast in place for new ramps and surface applied for upgrades to existing ramps only, as approved by the Engineer. The color of the detectable warning system shall be BLUE.

5-5.5.1 Utility Conflicts in Pedestrian Ramps

Wherever a traffic signal pole, utility pull box, or water meter box exists in the new pedestrian ramp, the traffic signal pole, utility box and any subsurface facility inside the box shall be relocated or adjusted to the ramp finished grade as directed by the Engineer and the method provided in the following section. The cost to relocate or adjust existing utility boxes and subsurface facilities within the new ramp shall be considered as included in the contract unit price bid for the curb ramp no additional compensation will be allowed therefor unless otherwise provided in the Bid Schedule and the Contract Documents.

1) Traffic Signal Pole Conflicts

The Contractor shall select the most appropriate curb ramp design to avoid placing existing signal poles within the boundaries of the new curb ramp. If an existing signal pole with pedestrian push button (PPB) falls within the boundaries of the new curb ramp, the Contractor shall choose one of the following two design options to provide clear ground space adjacent to the PPB to address access to public rights-of-way for people with disabilities: (1) relocate the signal pole to outside of the boundaries of the new curb ramp, adjacent to a clear ground space (min. 32”x54” area and slope no more than 1:48 in any direction), or (2) furnish and install a new PPB post with new PPB outside of the boundaries of the new curb ramp, adjacent to a clear ground space (min. 32”x54” area and slope no more than 1:48 in any direction). Any proposed modification to traffic signal equipment shall be shown on a traffic signal modification plan and shall be submitted to Public Works Traffic Engineering for review and approval prior to any field modification. All work involving traffic signal pole adjustments or relocation shall be performed by an electrical contractor with C-10 license. The cost to relocate a traffic signal pole or install a new PPB post with PPB shall be considered as included in the contract unit price bid for the curb ramp and no additional compensation will be allowed therefor unless otherwise specified in the Contract Documents.

2) Utility Pull Box Conflicts

Utility pull boxes, manholes, vaults, and all other utility facilities within the boundaries of the curb ramp should be relocated or adjusted to final grade as directed by the Engineer. For conflicting traffic pull boxes within vicinity of the new curb ramp, the Contractor shall field verify clearance of existing wiring and conduits inside the boxes to confirm what type of adjustments are needed. Existing pull boxes may be adjusted to final grade, provided that the existing conduits shall not protrude more than 2 inches from the bottom of the inside of the pull box and vault, and must enter at an angle less than 20 degrees from either the vertical or horizontal axis. If existing conduits protrude more than 2 inches from the bottom of the inside of the pull box and vault, the Contractor shall relocate the existing pull box to outside of the boundaries of the new curb ramp, or lower the existing conduits as directed by Public Works Traffic Engineering. Any proposed modification to traffic signal equipment shall be shown on a traffic signal modification plan and shall be submitted to Public Works Traffic Engineering for review and approval prior to any field modification. Adjustment or modification of utility box by cutting into the sidewalls is not allowed. All work involving relocation or modification to traffic signal conduits and/or pull boxes shall be performed by an electrical contractor with C-10 license. The cost to relocate or adjust existing utility boxes and subsurface facilities within the new ramp shall be considered as included in the contract unit price bid for the curb ramp and no additional compensation will be allowed therefor unless otherwise specified in the Contract Documents.

5-5.6 Detectable Warning Surfaces

5-5.6.1 Design

1) Detectable warnings shall consist of a surface of truncated domes aligned in a square grid pattern.
2) Truncated domes in a detectable warning surface shall have a center-to-center spacing of 2.35 inches (60 mm), base diameter of 0.9 inch (23 mm), a height of 0.2 inch (5 mm), and shall have ¼” thick material sectional thickness per 2018 Caltrans Standard Plan RSP A88A.
3) Sample, Detail Drawing, and Certified Test Reports: A representative sample of the proposed tile to be furnished must be submitted along with the tile drawings (detail drawings for both Cast-in-Place and Surface Applied domes), and the required certified test reports for Engineer’s approval prior to start of work. Installation procedures must be submitted along with product drawings.

5-5.6.2 Material

Polymer concrete Detectable Warning Surfaces shall be manufactured using polymer concrete material. Polymer concrete material shall consist of calcareous and siliceous stone, glass fibers and thermo set polyester resin. For consistency, detectable warning surfaces shall be manufactured using matched die molds under heat and pressure for superior material compaction, controlled chemical curing and uniform dimensions. Detectable Warning surfaces material shall be tested by an independent testing laboratory.

5-5.6.3 Material Testing Requirements

Detectable Warning Surfaces material shall be tested and pass the acceptance criteria as detailed in the following table:

PROPERTY	NOMINAL VALUE	TEST METHOD
Compressive Strength (PSI)	24,351 PSI (Min.)	ASTM C695
Tensile Strength (PSI)	11,365 PSI (Min.)	ASTM D638
Flexural Strength (PSI)	6,000 PSI (Min.)	ASTM D790
Water Absorption @ 100ºC	0.50% (Max)	ASTM D570
Shore D Hardness	75	ASTM D2240
Salt Spray (200 hrs)	ASTM B117-03 No Deterioration (e.g., degradation, material loss, etc.)	ASTM B117-03
Accelerated Service Test	No Deterioration After 3,000 Hours (e.g., Fading, Deformation, or Warping, Color Change, etc.)	ASTM G154, “Cycle 4”
Chemical Resistance	No Dissolution Under Common Chemicals	ASTM D543
Freeze Thaw	No Disintegration After 5 Cycles (e.g., Deformation, Warping, Flaking, or Crumbling)	ASTM C-1026-87 (2002)
Gardner Impact Geometry	110 IN-LB, or 450 IN-LB/IN (Min)	ASTM D5420 w/Geometry “GE”
Surface Flammability	Less Than 25	ASTM E162
Smoke Density	Less Than 0.4 @ 1% Less Than 14 @ 4%	ASTM E662-03
Slip Resistance (Neolite, Wet & Dry)	0.80 (Min)	ASTM C1028
Abrasive Wear	0.020 Inches Maximum After 1,000 Abrasive Cycles of 40 Grit Norton Metallite Sandpaper	ASTM D2486
Stain Resistance	Stain Resistant	ASTM D2299
Color	Blue (Color Shall be Continuous Throughout)	N/A

5-6 Finishing

All sidewalk areas shall receive a medium broom finish perpendicular to the street.

5-7 Expansion Joints and Weakened Plane Joints

Expansion joints and weakened plane joints shall be constructed in curb, gutter, sidewalk and pavement in accordance with Subsection 302-6.5 “Joints” of the Standard Specifications for Public Works Construction 2021 Edition, and per requirements shown on Burbank Standard Plans BS-100 Curb and Gutter, BS-104-1 Sidewalk, and BS-105 Curb and Sidewalk Joints.

5-8 Cold Milling of Existing A.C. Pavement

The entire existing A.C. pavement shall be cold milled at a uniform depth, as shown on the Plans and in accordance with Subsection 302-1 entitled "Cold Milling of Existing Pavement" of the Standard Specifications of Public Works Construction 2021 Edition. The existing pavement shall be cold milled at the depth shown on the Plans. The pavement shall be removed by the use of a cold milling machine designed for this purpose and capable of performing a satisfactory job. Burning or heat planing will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

Roadway utilities shown on plans were determined by a search of public records. It shall be the responsibility of the contractor to determine the exact location of all utility covers and facilities and their service connections. Contractor must protect in place all existing utility covers and facilities at all times during construction, unless otherwise approved or directed by the Engineer.

During removal activities, the Contractor shall work cooperatively with City staff to minimize impacts on solid waste collections.

The Contractor shall submit to the Engineer for approval, a detailed schedule for cold milling and paving operations. All cold milled streets shall be paved within 3 Working Days.

5-9 Temporary A.C. Ramp Transition at Pavement Joint Lines

Cold milling cuts which are transverse to vehicular traffic shall be paved to taper to existing pavement with temporary asphaltic concrete, and maintained in good condition until placement of new wearing surface. Cold milling cuts shall not be left without temporary pavement.

Temporary pavement taper shall have a maximum slope of ½ inch per one (1) foot. The construction and removal of temporary asphaltic concrete pavement is considered to be a traffic control measure and no additional compensation will be allowed.

5-10 Pounding

To ensure public safety, any ponded water on the cold milled areas due to rain, irrigation, etc., shall be immediately removed by the Contractor using pumping or other approved measure.

5-11 Dust Control

Only reclaimed water hydrants shall be used for dust control.

The Contractor shall take such steps to prevent fugitive dust resulting from his operations and provide proper safety equipment for the equipment operator.

Where the work requires the grinding of concrete, a vacuum system, or a wet system shall be used, to prevent the incidence of dust.

The contractor shall provide sweepers and water trucks in sufficient quantities and operate them at sufficient frequencies to prevent dust resulting from the flow of traffic over cold milled pavement during and after work hours and on weekends and City Holidays.

5-12 Excavation

5-12.1 General

Excavation shall be performed within the existing roadway or alley limits, and shall include removal and disposal of asphalt and/or concrete pavement and subgrade, as required.

During the excavation and compaction procedure, the Contractor shall take all necessary steps to ensure the protection of all existing facilities, whether public or private, including utilities and their services, from any damage that could occur due to his/her operations.

The Contractor shall repair, at his/her expense, and to the satisfaction of the Engineer, any damage to existing facilities caused by his/her operations.

5-12.2 Subgrade Preparation

The subgrade upon which base material will be placed shall be prepared in accordance with Subsections 300-2, 300-4, and 301-1, entitled, "Unclassified Excavation", "Unclassified Fill", and "Subgrade Preparation", respectively, of the Standard Specifications for Public Works Construction 2021 Edition.

5-12.3 Imported Base

Imported base material shall be used to fill any voids created by over-excavation. This material shall be Crushed Miscellaneous Base conforming to Subsection 200-2.4 of the Standard Specifications for Public Works Construction 2021 Edition, and shall be a coarse gradation with 85%-100% passing a 1-1/2-inch sieve and 58%-78% passing a 3/4-inch sieve.

The top six inches of the imported base upon which the A.C. pavement is to be placed shall be compacted to a minimum relative compaction of 95%. All other imported base below the top six inches shall be placed in layers not to exceed six (6) inches in thickness, and shall be compacted to a minimum relative compaction of 90%.

5-12.4 Soil Sterilant

A soil sterilant shall be applied to the subgrade of the roadway. The sterilant shall be approved for use in the State of California and applied in accordance with the rules, regulations and guidelines established by the State of California and the product manufacturer. The Contractor shall provide all necessary protection to prevent injury to animals or adjacent plant life and property occasioned by the application of the soil sterilant. The Contractor will be held responsible for all personal injury or property damage caused by the application or storage of soil sterilant.

5-13 Asphalt Concrete Pavement

5-13.1 General

The provisions of Sections 203-6 and 302-5 of the Standard Specifications for Public Works Construction 2021 Edition, entitled “Asphalt Concrete” and “Asphalt Concrete Pavement” respectively, shall apply. The Contractor shall not pave a street on the City’s solid waste collection day.

5-13.2 Material

The asphaltic concrete pavement shall be type, class, and grade as follows:

Leveling Course for Streets:	D2-PG 64-10
Surface Course for Streets:	C2-PG 64-10
Base Course for Streets:	B-PG 64-10

Temporary surfacing shall be placed only when directed by the Engineer, to safeguard the public. Payment for temporary surfacing will be made at the bid price for permanent asphalt concrete, unless otherwise specified in these Specifications.

5-13.3 Tack Coat

Tack coat shall be applied to curb, gutter, or cold joints where asphaltic concrete is being constructed adjacent to it, as well as to the existing pavement, per Subsection 302-5.4 of the Standard Specifications for Public Works Construction 2021 Edition.

Curbs, walks, gutters, and other structures shall be carefully protected, and any adjoining improvement damaged by spattering or tracking with tack coat shall be thoroughly cleaned.

5-14 Asphalt Rubber Hot Mix (ARHM)

5-14.1 General

Asphalt rubber shall be (ARHM-GG-C), in accordance with Sections 203 and 302 of the Standard Specifications for Public Works Construction 2021 Edition.

The Contractor shall submit to the Engineer for approval, the type of Asphalt Rubber and the corresponding mix to be used for this project. Only California-generated waste tires, processed in California, shall be used in the crumb rubber portion of the project.

A certificate of compliance for Asphalt Rubber binder and rubber source shall be required from the materials supplier for approval of the Engineer. Only California-generated waste tires, processed in California, shall be used in the rubber portion of the project. The Contractor shall provide a certificate of compliance stating that only California-generated waste tires, processed in California, are used in the rubber portion of the project.

The Contractor shall submit to the Engineer for approval, a detailed schedule for cold milling and paving operations. All cold milled streets shall be paved within three (3) days.

5-14.2 Rock Dust Blotter

Rock dust blotter shall not be applied unless directed by the Engineer. If directed by Engineer, rock dust blotter shall be uniformly applied per Subsection 302-9.7 using a mechanical spreader at a rate of two pounds minimum and four maximum per square yard.

All costs involved in furnishing and applying the required rock dust blotter shall be included in the asphalt tonnage bid item for ARHM and no additional compensation will be made.

5-14.3 Tack Coat

Tack coat shall be applied to curb, gutter, or cold joints where asphaltic concrete is being constructed adjacent to it, as well as to the existing pavement, per Subsection 302-5.4 of the Standard Specifications for Public Works Construction 2021 Edition.

Curbs, walks, gutters, and other structures shall be carefully protected, and any adjoining improvement damaged by spattering or tracking with tack coat shall be thoroughly cleaned.

6 SIGNS AND MARKERS

6-1 General

Work, materials and equipment shall conform to the details shown on the Plans, Section 82 “Signs and Markers” of the 2018 Caltrans Standard Specifications, the 2014 California Manual of Uniform Traffic Control Devices (California MUTCD), California Sign Specifications, and the FHWA publication Standard Highway Signs and Markings.

Sign sizes shall conform to California MUTCD Table 2B-1 “Regulatory Sign and Plaque Sizes”, Table 2B-1(CA) “California Regulatory Sign and Plaque Sizes”, Table 2C-2 “Warning Sign and Plaque Sizes”, Table 2C-2(CA) “California Warning Sign and Plaque Sizes”, Table 9B-1 “Bicycle Facility Sign and Plaque Minimum Sizes”, and Table 9B-1(CA) “California Bicycle Facility Sign and Plaque Minimum Sizes”.

Signs include fastening hardware, back braces, straps and saddle brackets, and frame assemblies for multiple sign panels. Furnishing sign panels includes fabricating and installing sign panels. A sign panel shall be produced at a fabrication plant.

For a sign composed of multiple panels, the legend shall be placed across joints such that it does not affect the size, shape, spacing, and appearance of the legend on the assembled sign.

For a formed panel sign, the retroreflective sheeting for the background and legend shall be wrapped around the interior vertical edges of each panel.

The exposed portion of the mounting hardware on the sign face, including rivets used to attach sheeting to framing members, shall have a factory- or field-applied finish that closely matches the color of the background and legend of the sign face.

The face of a fabricated sign shall be uniform, flat, smooth, and free from defects, scratches, chips, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of sign panels shall not have bends, router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over-spray, or aluminum marks.

Protect, transport, and store sign panels fabricated with screened-process colors under the retroreflective sheeting manufacturer's instructions.

Transport sign panels such that the faces of the panels are protected from damage and weather. Ship panels on pallets, in crates, or in tier racks. Ship panels vertically on edge, not stacked horizontally. Place padding and protective materials between the panels as necessary. Keep panels dry during transit.

Do not store sign panels directly on the ground. Keep sign panels dry at all times and store the panels:

1) In a dry environment
2) On edge vertically whether indoors or outdoors
3) In enclosed, climate-controlled trailers or containers in areas of high heat and humidity
4) Indoors whenever the panels will be stored more than 30 days

6-2 Material

6-2.1 Aluminum Panels

The aluminum sheeting shall be 0.063-inch-thick aluminum sheeting, alloy 6061-T6 or 5052-H38. If sizes are larger than 8 square feet, the aluminum sheeting shall be 0.080-inch-thick aluminum sheeting, alloy 6061-T6 or 5052-H38.

The aluminum sheeting shall be pretreated for corrosion resistance as specified in ASTM B449. The surface of the sheeting shall be cleaned, deoxidized, and coated with a light, tightly-adherent chromate conversion coating free from powdery residue. The conversion coating shall be Class 2 with a weight from 10 to 35 mg/sq ft and an average weight of 25 mg/sq ft. After the cleaning and coating process, the aluminum sheeting shall be protected from exposure to grease, oils, dust, and contaminants.

The aluminum sheeting shall be free from buckles, warps, dents, cockles, burrs, and other defects resulting from fabrication.

A single-sheet aluminum panel shall not have a vertical splice in the aluminum sheeting. A panel with a depth greater than 48 inches may have 1 horizontal splice in the sheeting.

For a framed panel, the framing members shall be aluminum channel or rectangular aluminum tubing. The lengths of the framing members shall be within ±1/8 inch of the lengths shown.

Aluminum channels or rectangular aluminum tubing shall be welded together using the inert gas-shielded arc welding process and E4043 aluminum-electrode filler wires. The filler diameter shall be equal to the wall thickness of the smallest welded channel or tubing.

The aluminum sheeting shall be attached to the frame with 3/16-inch-diameter rivets. The rivets shall be placed at least 1/2 inch from the web channel edges. The rivets shall be made of aluminum alloy 5052 and be anodized or treated with a conversion coating to prevent corrosion.

A fabricated single-sheet, aluminum panel shall be within ±1/8 inch of the dimensions shown. The panel shall be flat to within ±1/32 in/ft of the panel dimensions as measured by a straightedge placed in any direction across the plane of the panel.

6-2.2 Retroreflective Sheeting

Retroreflective sheeting used for the background and legend shall comply with ASTM D4956 and shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

All signs with non-yellow background shall use Type IX retroreflective sheeting. All signs with yellow background shall use Type XI retroreflective sheeting.

Type IX and XI retroreflective sheeting shall have Class 1, 3, or 4 adhesive backing. The adhesive backing shall be pressure sensitive and fungus resistant.

Retroreflective sheeting shall be applied to sign panels at the fabrication plant under the retroreflective sheeting manufacturer's instructions without appreciable stretching, tearing, or other damage.

The orientation of the legend shall comply with the retroreflective sheeting manufacturer's instructions.

The retroreflective sheeting on a sign panel with a minor dimension of 48 inches or less shall be

a single, contiguous sheet without splices except for the splices produced during the manufacture of the retroreflective sheeting. A sign panel with a minor dimension greater than 48 inches may have 1 horizontal splice in the retroreflective sheeting other than the splices produced during the manufacture of the retroreflective sheeting.

Unless the retroreflective sheeting manufacturer's instructions require a different method, splices in the retroreflective sheeting shall overlap by at least 1 inch. The retroreflective sheeting on either side of a splice shall not exhibit a color difference under incident and reflected light.

Any sign that is not mast arm mounted shall also have 3M Premium Protective overlay Film 1160, or approved equal.

6-2.3 Process Colors and Film

The type of material recommended by the retroreflective sheeting manufacturer shall be used for:

1) Screened-process colors
2) Nonreflective, opaque, black film
3) Protective-overlay film

The fabricator shall perform all patterns, layouts, and set-ups necessary for the screening process.

The fabricated surface of the applied screened-process color shall be flat and smooth.

Colored retroreflective sheeting shall be used for the background except signs with green, red, blue, or brown backgrounds may use reverse-screened-process color on white retroreflective sheeting for the background color.

The coefficient of retroreflection for reverse-screened-process colors used on white retroreflective sheeting shall be at least 70% of the coefficient of retroreflection specified in ASTM D4956 for the corresponding colored retroreflective sheeting.

The legend shall be a black, screened-process color or nonreflective, opaque, black film.

Screened-process colors and nonreflective, opaque, black film shall have outdoor weatherability characteristics equivalent to those specified for retroreflective sheeting in ASTM D4956.

Nonreflective, opaque, black film shall be a vinyl or acrylic material.

Cured, screened-process colors shall not peel off if transparent cellophane tape with a tensile breaking strength of at least 14 lb/in width measured under ASTM D3759/D3759M is applied over the color and removed in a single, quick motion at a 90-degree angle to the sign's face.

6-2.4 Sign Specification

Sign that are not mast arm mounted shall have 3M Premium Protective overlay Film 1160.

Bicycle signs, D11-1 and R81(CA), shall be minimum of 18” x 24”.

R3-1, R3-2, R3-4, R3-18 signs shall be a minimum of 30” x 30”.

All sign standards with yellow background shall utilize a fluorescent yellow background color. All school sign standards with yellow background shall utilize a fluorescent yellow-green

background. School signs include S1-1, SR4-1(CA), SW24-1(CA), SW24-2(CA), SW24-3(CA), W16-7P, and W16-9P.

6-3 Markers

A target plate for an object marker installed on a metal post shall be manufactured from an aluminum sheet or zinc-coated steel sheet.

Zinc-coated steel sheets shall comply with ASTM A653/A653M, Commercial Steel, Types A, B, and C.

The nominal thickness of a zinc-coated steel sheet shall be at least 0.038 inch.

Prepare zinc-coated surfaces to produce optimum adherence of the enamel coating without damaging or removing the zinc coating.

An aluminum target plate shall be aluminum alloy 3003-H14. The Contractor may use other alloys having equivalent properties if authorized.

The nominal thickness of an aluminum sheet shall be at least 0.050 inch.

Prepare the aluminum sheets for the enamel coating by a suitable cleaning method to remove contaminants and by uniformly applying an acid-chromate-fluoride, acid-chromate-fluoride phosphate, or equivalent chemical anticorrosion conversion coating.

Cut the target plate to size and shape and punch the mounting bolt holes. The surfaces and edges of the plate shall be free from fabrication defects.

Coat the pretreated metal target plate with an opaque white coating on both sides using a 1-coat or 2-coat system. If using a 1-coat painting system, fabricate a zinc-coated steel target plate, including shearing, cutting, and punching, before starting the enameling process.

The enamel coating on a metal target plate shall be the product of a commercial manufacturer. Apply the enamel coating by spray, dip, roller, or continuous roller coating. The Contractor may use other methods if authorized by the Engineer.

The coating shall be smooth and substantially free from flow lines, paint washout, streaks, blisters, and other defects that might impair serviceability or detract from the general appearance.

A finished metal target plate shall not have dents or defects. The maximum edge-to-edge surface deviation from a horizontal plane shall not exceed 1/8 inch.

A reflector for a marker shall be made of a Type III or higher grade retroreflective sign sheeting shown on the latest *Caltrans Authorized Material List* for signing and delineation materials.

6-4 Fastening Hardware

Signs shall use fastening hardware in the table below:

MOUNTING	SIGN	HARDWARE
Post mount	Any	Square 2” x 2” x 10 ft post, 12 gauge Square 2¼” x 2¼” x 30” anchor, 12 gauge

Street Light mount	Any	Strap and saddle bracket
Signal Pole mount	Bicycle	Strap and 18” wing bracket
	Street name	Strap and 6” wing bracket
	Other	Strap and saddle bracket
Mast arm mount	Regulatory	Channel and pipe clamp
	Street name	Qualified Products List

Straps shall be stainless steel and a minimum 3/4 inch by 0.020-inch round edge.

Saddle brackets shall use flat/straight legs and shall not have flared legs.

Use (1) 1/4-inch galvanized steel or aluminum nuts and bolts or (2) 3/16-inch blind aluminum rivets and washers to attach a target plate to a post.

Use 5/16-inch galvanized steel bolts, nuts, and washers to attach a marker panel to a post.

All metal parts for mounting signs shall be galvanized.

6-5 Installation

The Contractor shall furnish and install all new sign panels shown on the project plans. Deliver sign panels to the job site with the background and legend permanently affixed to the panels. Do not chip or bend sign panels.

Vertical clearance between finished grade and bottom of sign shall be a minimum of 7 feet. Edge of sign shall be minimum 6 inches away from the curb face.

Post mounted signs shall be installed in accordance with City of Burbank Standard Plan BT-412-1. Backfill the excavation area around metal posts with concrete that contains at least 470 pounds of cementitious material per cubic yard.

Traffic signal or street light pole shaft mounted signs shall use strap and saddle method in accordance with 2018 Caltrans Standard Plan RS4. Wrap the strap at least twice around the pole, tighten, and secure with stainless strap seal. Level the sign panel and tighten the hardware securely.

Mast arm mounted regulatory signs shall be installed in accordance with 2018 Caltrans Standard Plan ES-7N.

Mast arm mounted street name signs shall be installed using the manufacturer’s instructions and Los Angeles Department of Transportation Standard Plan S-457.

Drive posts in place where soil conditions allow the driving without damage to the posts. Drill pilot holes if the ground conditions are such that the posts cannot be driven without being damaged.

Install target plates and marker panels after the posts are set in place.

6-6 Relocation or Removal

Remove signs only when replacement signs are installed or when the existing signs are no longer required for traffic. Reset or relocate each sign the same day it is removed.

Reset or relocate roadside signs using existing posts when vertical clearance between finished

grade and bottom of sign is a minimum of 7 feet.

If an existing post is deteriorated or broken, notify the Engineer. If ordered, use a new post. Any new post and its installation, ordered for reasons other than damage the Contractor cause is change order work.

7 TRAFFIC STRIPES AND PAVEMENT MARKINGS

7-1 General

Work, materials and equipment shall conform to the details shown on the Plans, the provisions in Section 84 “Markings” of 2018 Caltrans Standard Specifications, and the 2014 California Manual of Uniform Traffic Control Devices (California MUTCD), and these special provisions.

Paint and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines.

Submittals for each lot or batch of thermoplastic, paint, and glass beads shall conform with Subsection 84-2.01C “Submittals” of 2018 Caltrans Standard Specifications.

7-2 Thermoplastic

7-2.1 Material

All striping and pavement marking shall be thermoplastic ALKYD BINDER unless specified otherwise on the Plans. Traffic stripes and pavement markings shall comply with ASTM D6628 for day time and night time color.

Thermoplastic shall comply with State Specification PTH-02ALKYD or PTH-02SPRAY.

7-2.2 Installation

Apply primer or surface preparation adhesive for all roadway surfaces receiving thermoplastic. Apply primer under the manufacturer's instructions:

1) To all roadway surfaces except for asphaltic surfaces less than 6 months old
2) At a minimum rate of 1 gallon per 300 square feet
3) To allow time for the thermoplastic primer to dry and become tacky before application of the thermoplastic
4) Do not thin the primer.

Preheat thermoplastic using preheaters with mixers having a 360-degree rotation.

Apply thermoplastic in a single uniform layer by spray or extrusion methods.

Completely coat and fill voids in the pavement surface with the thermoplastic.

<u>Apply extruded thermoplastic</u> for a traffic stripe at a rate of at least 0.36 lb of thermoplastic per foot of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.060 inch thick.

An applied thermoplastic pavement marking must be from 0.100 to 0.150 inch thick.

Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb of beads per 100 sq ft.

Apply sprayable thermoplastic at a rate of at least 0.24 lb of thermoplastic per foot of 6-inch-wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.040 inch thick.

7-3 Paint

7-3.1 Material

Paint shall comply with Federal Specification TT-P-1952F.

7-3.2 Installation

Do not apply paint if:

1) Fresh paint could become damaged by rain, fog, or condensation
2) Atmospheric temperature could drop below 50 degrees F during the drying period

Do not thin paint.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine shall be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a minimum speed of 5 mph.

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, the Contractor may apply the traffic paint and glass beads by other methods and equipment if authorized.

Apply traffic stripes and pavement markings in 2 coats. Apply 1-coat paint at an approximate rate of 107 sq ft/gal. The 1st coat of paint shall be dry before applying the 2nd coat. Apply 2-coat paint at the approximate rate of 215 sq ft/gal for each coat.

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

7-4 Glass Beads

7-4.1 Material

Type 1 glass beads shall comply with AASHTO M 247.

Type 2 glass beads shall comply with AASHTO M 247. At least 75 percent of the beads by count shall be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

Glass beads for paint shall comply with State Specification 8010-004.

Each lot of glass beads shall comply with EPA Test Method 3052 and 6010B or 6010C. Glass beads shall contain less than 200 ppm each of arsenic and lead.

Glass beads shall be surface treated, according to the bead and the material manufacturer's instructions, to promote adhesion with the specified material.

7-4.2 Installation

Glass beads may be applied by hand on pavement markings.

Embed glass beads to a depth of 1/2 their diameters.

Distribute glass beads uniformly on traffic stripe and pavement markings.

Glass beads with integral color shall match the color of the stripe or pavement marking.

Apply glass beads with two separate applicator guns when two gradations are specified.

7-5 Pavement Markers

Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or receiving waters.

Collect and dispose of bituminous material from the roadway after removing markers.

Existing pavement markers (blue) designating location of the fire hydrants shall be replaced “in kind” and proposed pavement markers (blue) designating location of the fire hydrants shall be installed, as indicated on the Plans, after the paving is completed.

7-6 Construction

7-6.1 Striping Layout (Cat Track)

The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer prior to performing actual marking placement. No work shall commence without said approval. Traffic striping shall not vary more than 1/2 inch in 50 feet from the alignment shown in the Plans. The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer. No street shall be without the proper striping over a weekend.

The Contractor shall establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices. The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

7-6.2 Preparation

Protect existing retroreflective pavement markers during work activities.

Apply material for a pavement marking with a stencil or a preformed marking.

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately and completely removed from the pavement surface by methods approved by the Engineer.

Apply a traffic stripe or a pavement marking only to a clean, dry surface during a period when the pavement surface temperature is above 50 degrees F.

Remove existing pavement markers that are coated or damaged by work activities and replace each with an equivalent marker.

7-6.3 Application of Stripes and Markings

A completed traffic stripe shall:

1) Have clean, well-defined edges without running or deformation
2) Be uniform
3) Be straight on a tangent alignment and on a true arc on a curved alignment
4) Be free from runs, bubbles, craters, drag marks, stretch marks, and debris
5) Be straight on a tangent alignment
6) Be a true arc on a curved alignment
7) Not deviate from the width shown by more than 1/4 inch on a tangent alignment or 1/2 inch on a curved alignment

The length of the gaps and individual stripes that form a broken traffic stripe shall not deviate by more than 2 inches from the lengths shown. The gaps and stripes shall be uniform throughout the entire length of the traffic stripe.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

Use mechanical methods to remove dirt, contaminants, and loose material from the pavement surface before applying the traffic stripe or pavement marking.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement before applying the traffic stripe or pavement marking.

Before applying the traffic stripes and pavement markings:

1) Allow wet ground recesses to dry a minimum of 24 hours
2) Remove all powdery residue from dry recess
3) Keep the recesses dry and free from debris
4) Ensure all inductive loops are installed

Apply traffic stripes and pavement markings before the end of the same work shift.

Allow enough overlap distance between new and existing striping patterns to ensure continuity at the start and end of the transition.

All jumpering of existing pavement markings and new stripes and markings shown as paint on the Plans shall use 2-coat paint.

All White and Yellow longitudinal pavement stripe/markings shall be done with Long Line Ribbon Striper.

Apply traffic stripe or pavement marking and glass beads in a single pass.

7-6.4 Removals

Submit proposed method for removing traffic stripes and pavement markings at least 7 Working Days before starting the removal work. Allow 2 Working Days for the review.

Remove traffic stripes before making any changes to the traffic pattern.

Remove existing traffic stripes and pavement markings before applying new materials:

Traffic stripes and pavement markings shall be removed to the fullest extent possible, with maximum depth of 1/8 inch, from the pavement by wet sandblasting or any other method approved by the Engineer that does not materially damage the surface or texture of the pavement or surfacing. Sand or other material deposited on the pavement as a result of removing traffic stripes and markings shall be removed on the same day as marking removal.

Remove pavement marking such that the old message cannot be identified. Make any area removed by grinding rectangular. Water shall not puddle in the ground areas. When direct by the Engineer, the Contractor shall apply fog seal to the ground areas on asphalt concrete pavement.

Accumulations of sand or other material that might interfere with drainage or might constitute a hazard to traffic will not be permitted and shall be removed immediately by sweeping or vacuuming. Traffic stripes shall be removed before any change is made in the traffic pattern and before painting new stripes and markings.

Where blast cleaning is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated.

Collect and dispose of (1) water and solid waste from high-pressure water blasting, and (2) sand and solid waste from sandblasting. Before sandblasting, cover drainage inlets within 50 feet of the sandblasting. Minimize the drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, test for hazardous materials and dispose of it.

Collect and dispose of bituminous material from the roadway after removing markers.

After removals, temporary pavement tabs and layout markings shall be installed at locations of proposed striping.

8 TRAFFIC SIGNALS

8-1 Exploratory Excavation (Potholing)

Exploratory Excavation (Potholing). Contractor shall identify, by potholing, the exact location of all utilities in the vicinity of the proposed traffic signal work (foundations, conduits, etc.) in accordance with Section 402 “Utilities” of Standard Specifications for Public Works Construction 2021 Edition.

The exact locations of all foundations for signal equipment and the controller cabinet shall be approved by the Engineer prior to the start of any excavation work.

If an existing facility is within 24 inches of an excavation, determine the exact location of the facility by excavating with hand tools before using any power-operated or power-driven excavating or boring equipment. A vacuum excavator may be used if authorized.

8-1.1 Underground Infrastructure Verification

The Contractor shall verify that all underground infrastructures, particularly sewer and storm

drain facilities, are not compromised by construction work. Verification may be achieved by:

TYPE OF WORK	VERIFICATION SUBMITTAL
1. Foundation Excavation (Augering)	Submit pictures, location, alignment, depth, and material type
2. Trenching method	Submit pictures
3. Directional boring/horizontal drilling	
A. Pothole to measure depth of sewer or storm drain mainline; B. Install conduit below measured depth;	Submit location, alignment, depth, and material type
A. Pothole to measure depth of sewer or storm drain mainline; B. Install conduit more than 30" above measured depth;	Submit location, alignment, depth, and material type
A. Pothole to measure depth of sewer or storm drain mainline; B. Install conduit less than 30" above measured depth;	Submit post-construction video inside mainline or lateral at each crossing.
A. Open manhole within 50 feet of proposed crossing to measure depth of sewer or storm drain mainline; B. Install conduit below measured depth;	Submit depth measurements
A. Open manhole within 50 feet of proposed crossing to measure depth of sewer or storm drain mainline; B. Install conduit more than 30" above measured depth;	Submit depth measurements
A. Open manhole within 50 feet of proposed crossing to measure depth of sewer or storm drain mainline; B. Install conduit less than 30" above measured depth;	Submit post-construction video inside mainline or lateral at each crossing.

8-2 Excavation and Backfill

8-2.1 Excavation

All excavated material shall be removed from the site and backfilled with compacted crushed aggregate base material topped with temporary asphalt concrete on the same working day as removed. A temporary alternative to backfilling, with permission of the Engineer, shall be the placement of steel plates with temporary asphalt concrete ramping at edges of the steel plates. Such plating shall not be allowed for more than 5 Working Days, after which backfill shall be required.

Traffic signal pole foundations, sign foundation locations, tree root balls, utility potholing locations, and other excavations allowed by the Engineer, shall be backfilled in accordance with Section 19-3, "Structure Excavation and Backfill" of the 2018 Caltrans Standard Specifications, to a relative compaction of 95 percent, or by use of the Slurry Backfill method described below. The Contractor may choose either method for backfilling any of the excavations listed above to the bottom of the existing or proposed roadway structural section, sidewalk structural section, parking lot structural section; or as directed by the Engineer. A combination of methods shall not be allowed for any individual excavation and backfill location.

If the Contractor damages any portion of a concrete curb, sidewalk, curb ramp, driveway, or

gutter depression near the vicinity of the excavation and removal activities, the Contractor shall replace in kind to match existing material, color and pattern, the entire section of concrete infrastructure from score line to score line. For concrete sidewalk, the replaced section shall be no less than a 5ft-by-5ft section. For concrete curb ramp and driveway, the entire curb ramp or driveway shall be replaced, unless otherwise approved by the Engineer. All costs to restore concrete curb, sidewalk, curb ramp, driveway, or gutter damaged by excavation and removal activities shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor unless otherwise specified in the Contract Documents.

8-2.2 Backfill

When trenching, restore the sidewalks and pavement with backfill and temporary asphalt before starting excavation at another location.

Trench Restoration: Trench restoration shall be in accordance with Burbank Standard Plan BS-110-3. The backfill in sidewalk areas shall be up to the sidewalk depth.

Slurry Backfill: Backfill material shall be a “one sack cement mix” per cubic yard, concrete class 100-E-100 in accordance with Section 201-1 “Portland Cement Concrete” of Standard Specifications for Public Works Construction 2021 Edition and shall be placed “in the solid” and monolithic from the bottom of the excavation to the bottom of the existing or proposed roadway structural section, sidewalk structural section, or parking lot structural section; or as directed by the Engineer.

The Portland cement shall be in accordance with Subsection 201-1.2.1 “Cement”. The sand shall be in accordance with Subsection 200-1.5 “Sand”. The water shall be in accordance with Subsection 201-1.2.3 “Water” of Standard Specifications for Public Works Construction 2021 Edition.

8-2.3 Foundation Excavation (Augering)

Notify the Engineer or their designee at least 72 hours before starting excavation activities. Construct foundations such that the excavation methods and the concrete placement procedures provide for placing the concrete against undisturbed material or casing.

Casings and drilled holes shall be clean and free of debris before reinforcement and concrete are placed. Provide a suitable light to the Engineer or their designee for inspecting the entire length of the casing or drilled hole before placing reinforcement and concrete.

The axis of the drilled hole shall not deviate from plumb more than 1-1/2 inches per 10 feet of length.

During excavation, do not disturb the foundation material surrounding the hole. Equipment or methods used for excavating holes shall not cause quick soil conditions or cause scouring or caving of the hole.

After excavation has started, construct the foundation expeditiously to prevent deterioration of the surrounding foundation material from air slaking or from the presence of water. Remove and dispose of deteriorated foundation material, including material that has softened, swollen, or degraded, from the sides and the bottom of the hole.

If caving occurs or deteriorated foundation material accumulates on the bottom of the hole, clean the bottom of the hole after placing reinforcement and before placing concrete in the hole. The Contractor shall verify that the bottom of the hole is clean.

If authorized, to control caving or water seepage, the Contractor may enlarge portions of the hole, backfill the hole with slurry cement backfill, concrete, or other material, and redrill the hole to the diameter shown. Backfill material at enlarged piles shall be chemically compatible with concrete and steel, be drillable, and have the necessary strength required for the conditions.

Temporary Casings. If approved by the Engineer, furnish temporary casings where necessary to control water or to prevent quick soil conditions or caving of the hole. Place temporary casings tight in the hole. Temporary casings shall be:

1) Watertight and of sufficient strength to withstand the loads from installation, removal, lateral concrete pressures, and earth pressures
2) Noncorrugated with smooth surfaces
3) Clean and free of hardened concrete

Remove the temporary casing during concrete placement. Maintain the concrete in the casing at a level required to maintain a stable hole, but not less than 5 feet above the bottom of the casing, to prevent displacement of the concrete by material from outside the casing.

If slurry is not used, do not withdraw the temporary casing until the concrete head in the casing is greater than the groundwater head outside of the casing. Maintain this positive concrete head during withdrawal of the casing.

The Contractor may vibrate or hammer the temporary casing to (1) assist in removal of the casing from the hole, (2) prevent lifting of the reinforcement, and (3) prevent concrete contamination.

The withdrawal of casings shall not leave voids or cause contamination of the concrete with soil or other materials.

The Contractor shall dispose of surplus excavated material.

8-3 Foundations

8-3.1 General

Foundation materials shall consist of cementitious materials, aggregates, water, and bar reinforcement. Construct foundations for standards, poles, metal pedestals, and posts in accordance with 2018 Caltrans Standard Specification Subsection 56-3 “Standards, Poles, Pedestals, and Posts” and these Special Provisions. Do not erect posts, poles, standards, pedestals, or cabinets until the concrete foundation has cured for at least 7 days.

Contractor shall define, by potholing, the exact location and depth of all utilities in the vicinity of the proposed new foundation locations.

No foundation shall be located within 5 feet of a water meter or fire hydrant.

Traffic signal poles and standards shall be placed minimum of 3 feet (at center) from the curb face with push button control face no closer than 30 inches to the curb line.

Pedestrian push buttons shall be mounted adjacent to a 32 inches by 54 inches clear ground space or a landing on the pedestrian access rout leading to the crosswalk, and shall slope no more than 1:48 in any direction. Pedestrian push buttons shall be mounted at 42” from the top of the ground, no further than 5 feet from the extension of the crosswalk lines, and within 10 feet of the curb line, unless the curb ramp is longer than 10 feet. Where a parallel approach to the

push button is provided, controls shall be within 10 inches of the clear ground space, measured horizontally and centered on it. The control face of the push button shall be parallel to the direction of the crosswalk controlled by the push button, and no closer than 30 inches to the curb line. [1]

Construct concrete pads, foundations, and pedestals for controller cabinets, and service equipment enclosures on firm ground.

Foundations for traffic signal and luminaire mast arm poles shall be constructed to ensure that the traffic signal or luminaire mast arm is perpendicular (with a tolerance of 2 degrees from perpendicular) to the adjacent tangent curb face or to the alignment as shown on the Plans. Foundations that do not provide the proper alignment of the traffic signal or luminaire mast arm (as specified above) shall be completely removed and reconstructed at the Contractor's expense. The Contractor shall verify the proper alignment of the traffic signal pole or electrolier foundation anchor bolts prior to placement of Portland Cement Concrete.

For standards located in sidewalk areas, the foundation shall be placed to final sidewalk grade before the sidewalk is placed. The top 4 inches shall be square shaped.

If concrete is to be cast in a dry hole, foundations do not require installation of inspection pipes shown on 2018 Caltrans Standard Plan ES-7N. A dry hole is defined as a drilled hole which accumulates no more than 12 inches of water in the bottom during a period of 1 hour without any pumping from the hole during the hour or a drilled hole that has no more than 3 inches of water in the bottom of the drilled hole immediately before placing concrete.

For standards shown on the project Plans to be relocated, the Contractor shall furnish and install new anchor bolts and cages of the proper type and size and construct new foundations per 2018 Caltrans Standard Plan ES-7N.

All material removed for pole foundations shall become property of the Contractor and shall be disposed of outside the site of work by and at the expense of the Contractor.

Replace pavement or sidewalk in kind to match existing material, color and pattern, from score line to score line, after foundations have been installed. All costs to restore pavement or sidewalk damaged by construction of foundation shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor unless otherwise specified in the Contract Documents.

8-3.2 Concrete Material

8-3.2.1 Foundation for Poles less than 15 feet high

Concrete for concrete pads, foundations for traffic signals, and pedestals for controller cabinets, shall be class 520-C-2500 in accordance with Subsection 201-1 "Portland Cement Concrete" of Standard Specifications for Public Works Construction 2021 Edition, except for Cast-In-Drilled-Hole (CIDH) concrete pile foundations shall contain a minimum of 590 pounds of cementitious materials per cubic yard. Admixture type and brand shall be on the latest Caltrans Authorized Material List at the time of mix design submittal.

8-3.2.2 Cast-In-Drilled-Hole Concrete Pile Foundations

The concrete for Cast-In-Drilled-Hole (CIDH) concrete piles shall contain a minimum of 590

[1] Public Rights-of-Way Access Advisory Committee (PROWAAC) Section X02.5.1.3 Push button location

pounds of cementitious materials per cubic yard. The concrete mix design shall contain between 25 percent and 50 percent Supplementary Cementitious Materials (SCM), as a percent by weight of total cementitious material. The Contractor may use SCM in accordance with 2018 Caltrans Standard Specification Subsection 90-1.02B(3). The cementitious materials type and brand shall be on the latest Caltrans Authorized Material List at the time of mix design submittal. Admixture type and brand shall be on the latest Caltrans Authorized Material List at the time of mix design submittal.

8-3.2.3 Aggregates

Aggregates shall be in accordance with 2018 Caltrans Standard Specification Subsection 90-1.02C. Material shall be on the latest Caltrans Authorized Material List at the time of mix design submittal.

Combined aggregate shall be graded within the limits shown in the following table:

Sieve size	1 inch max (% passing)
2 inch	--
1-1/2 inch	100
1 inch	90–100
3/4 inch	55–100
1/2 inch	--
3/8 inch	45–75
No. 4	35–60
No. 8	27–45
No. 16	20–35
No. 30	12–25
No. 50	5–15
No. 100	1–8
No. 200	0–4

8-3.2.4 Water

Water for curing concrete shall not contain impurities at concentrations that cause discoloration or surface etching.

The quantity of free water shall not exceed 310 pounds per cubic yard of concrete plus 20 pounds of free water for each required 100 pounds of cementitious material in excess of 550 pounds of cementitious material per cubic yard of concrete.

8-3.3 Reinforcing Bars

8-3.3.1 Material

Reinforcing bars shall be deformed bars complying with ASTM A706/A706M, Grade 60 or ASTM A615/A615M, Grade 60. Plain bars for spiral or hoop reinforcement in concrete piles shall comply with ASTM A615/A615M, Grade 40 or Grade 60.

8-3.3.2 Installation

Place and secure reinforcement. Securely block the reinforcement to provide the minimum clearance shown between the reinforcing steel cage and the sides of the drilled hole or casing.

The bar reinforcing steel cage shall have at least 3 inches of clear cover measured from the

outside of the cage to the sides of the hole or casing.

Reinforcing bars shall be placed in accordance with 2018 Caltrans Standard Plan ES-7N.

Spiral reinforcement shall be continuous above the bottom of the anchor bolts. The top termination shall be either:

1) 1'-6" lap beyond the end of pitch with a 90-degree hook extending to the opposite side of the cage, or
2) 1'-6" lap beyond the end of pitch with 2 evenly spaced authorized mechanical couplers

Just before placing reinforcement or concrete, clean the bottom of the hole to remove any loose sand, gravel, dirt, and drill cuttings.

8-3.4 Anchor Bolts

Anchor bolts shall be installed a maximum of 1:40 from vertical and held in place by rigid top and bottom templates. Use a steel bottom template at least 1/2 inch thick that provides proper spacing and alignment of anchor bolts near the embedded bottom end. Install the bottom template before placing footing concrete. Top of anchor bolts shall be 1” ± ¼” above the anchor plate.

8-3.5 Concrete Pad and Foundation for Cabinets

8-3.5.1 General

The foundation for service equipment enclosures shall be in accordance with 2018 Caltrans Standard Plan ES-2D. Concrete for concrete pads, foundations for traffic signals, and pedestals for controller cabinets, shall be class 520-C-2500 in accordance with Subsection 201-1 “Portland Cement Concrete” of Standard Specifications for Public Works Construction 2021 Edition.

Service equipment enclosures shall be located a minimum of 5-feet from the signal cabinet unless approved otherwise by the Engineer. Locate the foundation such that the minimum clearance around the front and back of the enclosure complies with NEC, article 110.26, "Spaces About Electrical Equipment, (600 V, nominal or less)."

The foundation for 332 or 334 cabinets shall be in accordance with 2018 Caltrans Standard Plan ES-3C. The Engineer or their designee shall approve the controller cabinet location prior to excavation.

Controller cabinets shall not be located within a pedestrian pathway or within 5 feet of a curb ramp. The cabinet shall be installed in a location where all legs of an intersection are visible from the front door. The front door shall open away from traffic.

Construct concrete pads and foundations for controller cabinets and service equipment enclosures on firm ground.

Install anchor bolts using a template to provide proper spacing and alignment. Moisten the forms and ground before placing the concrete. Keep the forms in place until the concrete sets for at least 24 hours to prevent damage to the surface.

8-3.5.2 Concrete Pad and Foundation in Unpaved Areas

Construct a 4-inch thick concrete pad 2 inches above the surrounding grade. When adjacent to sidewalk, the pad shall be level with the finished grade of the sidewalk.

Construct a pad in front of the Type III service equipment enclosure. The pad shall be 24 inches in length, 4 inches in thickness, and shall match the width of the foundation. Place the top of the Type III service equipment enclosure foundation 2 inches above the surrounding grade.

Construct a pad around a 332 or 334 cabinet. The pad shall have dimensions in accordance with 2018 *Caltrans Standard Plan* ES-3C. Place the top of the 332 or 334 foundation 6 inches above the surrounding grade.

8-3.5.3 Concrete Pad and Foundation in Paved Areas

Place the top of the 332 or 334 foundation 4 inches above the surrounding grade. Place the top of the Type III service equipment enclosure foundation 2 inches above the surrounding grade.

8-3.6 Mortar

8-3.6.1 Material

Mortar shall be 1 part by volume cement and 3 parts by volume of clean sand. Mortar shall contain only enough water to allow placing and packing. Class C mortar as defined in Subsection 201-5 “Cement Mortar” of Standard Specifications for Public Works Construction 2021 Edition is acceptable.

8-3.6.2 Installation

After each post, standard, and pedestal is properly positioned, place mortar under the base plate in accordance with 2018 Caltrans Standard Plan ES-7M. Finish the exposed portion to present a neat appearance. Clean concrete areas to be in contact with mortar of loose or foreign material that would prevent bonding between the mortar and the concrete surfaces. Flush the concrete areas with water and allow them to dry to a surface-dry condition immediately before placing the mortar. Tightly pack mortar to completely fill spaces. Locations where mortar can escape shall be mortar-tight before placing mortar. Cure mortar for 3 days by applying water to keep the mortar continuously wet after the mortar is placed. The Contractor may use cotton mats, rugs, carpets, or earth or sand blankets as a curing medium to retain the moisture during the curing period.

Conduit ends and anchor bolts shall be placed at the proper height and position.

8-3.7 Placing Concrete

Form exposed portions of the foundation to present a neat appearance and true to line and grade. The top of the foundation for posts and standards shall be finished to curb or sidewalk grade. Forms shall be rigid and braced securely in place.

Moisten the forms and ground. Keep the forms in place until the concrete sets for at least 24 hours and is strong enough to prevent damage to the surface.

Discharge ready-mixed concrete from the transport vehicle while the concrete is still plastic and before stiffening occurs. Take whatever action is necessary to eliminate quick stiffening, except do not add water. Conditions contributing to quick stiffening are:

1) Elapsed time of 1.5 hours in agitating hauling equipment or 1 hour in non-agitating hauling equipment
2) More than 250 revolutions of the drum or blades after introduction of the cementitious material to the aggregates
3) Concrete temperature over 90 degrees F

The mixing time in a stationary mixer shall be at least 50 seconds and no more than 5 minutes.

The minimum required revolutions at mixing speed for transit-mixed concrete shall be at least that recommended by the mixer manufacturer and shall be increased as needed to produce thoroughly and uniformly mixed concrete.

If the Contractor add a high-range water-reducing admixture to the concrete at the job site, the total revolutions shall not exceed 300.

If it is raining, the Contractor shall provide adequate protection against damage or the Contractor shall stop placing the concrete before the quantity of surface water is sufficient to damage the surface mortar or cause a flow or wash of the concrete surface.

Foundations for Signal Poles: The methods used to place the concrete shall prevent segregation. Direct the flow of concrete into the center of the hole and do not strike the reinforcement, reinforcement bracing, and other objects in the hole.

Remove water that has infiltrated the dewatered hole before placing concrete, as required for dewatered hole. Do not allow fluvial or drainage water to enter the hole.

Place concrete while fresh and before initial set. Do not retemper partially hardened concrete with additional water.

Do not start placing concrete unless work can be completed uninterrupted for each drilled hole. Dispose of material resulting from placing concrete.

After placing concrete, cure the temporarily exposed surfaces.

8-3.8 Curing Concrete

8-3.8.1 General

Cure formed concrete surfaces by keeping the forms in place. Keep the forms in place for at least 7 days after the concrete is placed, except keep the forms in place for at least 5 days for concrete members over 20 inches in least dimension.

The joints in the forms and the joints between the end of the forms and the concrete shall be kept moisture tight during the curing period. Reseal cracks in the forms and cracks between the forms and the concrete using authorized methods.

Protect the concrete from damage due to any cause, including rain, heat, cold, wind, the Contractor's actions, and the actions of others.

8-3.8.2 Ordinary Surface Finish

After curing, apply ordinary surface finish to all concrete surfaces as a final finish or before applying a higher class finish in accordance with Subsection 303-1.9.2 "Ordinary Surface Finish" of Standard Specifications for Public Works Construction 2021 Edition. Ordinary surface finish includes:

1) Filling holes or depressions
2) Repairing rock pockets and unsound concrete
3) Removing fins and projections flush to the surface
4) Removing stains and discolorations visible from traveled ways

For exposed surfaces, add enough white cement to the patching material to match the surrounding concrete after drying.

If the Engineer determines that rock pockets are extensive, remove and replace the affected portions of the structure.

8-4 Standards, Poles, and Mast Arms

Standards, poles, and mast arms for this project will be furnished by the City. See Special Provisions SP2 Subsection 4 “CONTROL OF MATERIALS” for the complete list of City-furnished materials.

8-4.1 Material

8-4.1.1 General

All steel material shall conform to **Buy America Standard**. Signal standards, mast arms, and luminaire arms specified in the Plans shall be in accordance with the 2010 Caltrans Standard Plans and Standard Specifications.

Signal standards shall have handhole on the downstream side of the pole in relation to traffic.

Anchor bolts, anchor bars or studs, and nuts and washers shall comply with Subsection 75-1.02 of 2010 Caltrans Standard Specifications.

8-4.1.2 Galvanizing

Steel pipe standards and mast arms shall be hot dip galvanized after manufacturing. Remove spikes from galvanized surfaces.

Galvanize standards, poles, pedestals, posts, fasteners, and other ferrous materials under the schedules and specifications shown in the following table:

Galvanizing Schedules and Specifications

Material	Schedule [a]	Specification
Rolled, pressed, and forged steel shapes, plates, bars, and strip ≥ 1/8 inch thick	Except for pre-galvanized standard pipe, galvanize material after fabrication into the largest practical sections	ASTM A123/A123M
Steel <1/8 inch thick	Galvanize before or after fabrication	Galvanized before fabrication: ASTM A653/A653M, Coating Designation G210 Galvanized after fabrication: ASTM A123/A123M except the weight of zinc coating shall average at least 1.2 oz/sq ft of surface area with no individual specimen having a coating weight of less than 1.0 oz/sq ft
Standard pipe	--	ASTM A53/A53M

[a] Fabrication includes shearing, cutting, punching, forming, drilling, milling, bending, welding, & riveting.
[b] For threaded studs, bolts, nuts, and washers specified to comply with ASTM A307, A325, A449, A563, F436, or F1554, galvanize under their ASTMs.

8-4.1.3 Bolted Connections

Anchor bolts shall comply with ASTM F1554, Grade 55 for weldable steel.

Use hardened washers that shall comply with ASTM F436, Type 1, including S1 supplementary requirements. Plate washers shall be manufactured by saw cutting and drilling steel plate. Steel plate shall comply with AISI 1018. Before galvanizing, remove burrs and sharp edges and chamfer both sides of holes to allow the bolt head to make full contact with the washer without tension.

Nuts shall comply with ASTM A563, including Appendix X1. Zinc-coated nuts tightened beyond snug or wrench tight shall be furnished with a dry lubricant complying with supplementary requirement S2 in ASTM A563

HS cap screws for attaching arms to standards shall comply with ASTM F3125 Grade A325 or ASTM A449, and the mechanical requirements in Grade A325 after galvanizing. Before manufacturing, details shall be adjusted to ensure that cap screw heads can be turned using conventional installation tools. During manufacturing, properly locate the position of the luminaire arm on the arm plate to avoid interference with the cap screw heads.

Coat threads of HS cap screws with a colored lubricant that is clean and dry to the touch. In addition, zinc-coated nuts used on fastener assemblies having a specified preload obtained by specifying a prescribed tension, torque value, or degree of turn shall be provided with a colored lubricant that is clean and dry to the touch. The lubricant color shall contrast the zinc coating color on the nut such that the presence of the lubricant is visually obvious. The lubricant shall be insoluble in water or the fastener components shall be shipped to the job site in a sealed container.

8-4.1.4 Standards and Poles

Tapered tubes shall be manufactured from sheet steel of weldable grade having a minimum yield strength of 55,000 psi after manufacturing. Steel having a nominal thickness greater than 2 inches that is used for tube-to-transverse plate connections shall have a minimum CVN impact value of 20 ft-lb at 20 degrees F when tested under ASTM E23.

Standards and poles with shaft lengths of 15 feet or more shall be carbon steel structural tubing complying with ASTM A500/A500M, Grade B, ASTM A501, ASTM A847/A847M, or ASTM A1085 or steel pipe complying with ASTM A53, Type E or S, Grade B, ASTM A106, Grade B, or ASTM A139, Grade B.

Standards may be manufactured of full-length sheets or shorter sections. Each section shall be manufactured from 1 or 2 pieces of sheet steel. If 2 pieces are used, the longitudinal welded seams shall be directly opposite from one another. If the sections are butt-welded together, the longitudinal welded seams of adjacent sections shall be placed to form continuous straight seams from the base to the top of the standard.

Standards shall be round. Manufacture mast arms from material specified for the standard.

Standards and poles shall be straight with a maximum variation of:

1) 1 inch measured at the midpoint of a 30- to 35-foot standard
2) 3/4 inch measured at the midpoint of a 17- to 20-foot standard

Exposed edges of the plates that make up the base assembly shall be finished smooth. Exposed corners of the plates shall be broken. Provide shafts with slip-fitter shaft caps.

Surface flatness requirements specified in ASTM A6/A6M apply to plates meeting one or more of the following:

1) In contact with concrete, grout, or washers and leveling nuts

2) In HS bolted connections
3) In joints where cap screws are used to secure luminaire and signal arms
4) Used for breakaway slip base assemblies

Do not make additional holes in structural members.

Handhole reinforcement rings shall be continuous around the handholes.

Except for Type 1 standards, attach rectangular corrosion-resistant metal identification tags on all standards and poles using stainless steel rivets.

Type 1 standards shall be manufactured of one of the following:
1) At least 0.120-inch-thick galvanized steel
2) 4-inch standard weight galvanized steel pipe complying with ASTM A53/A53M
3) 4-inch Hot-dip galvanized rigid steel conduit complying with UL 6 and ANSI C80.1 with the top designed for post-top slip fitter

Material for push button posts shall comply with ASTM A53/A53M or ASTM A500/A500M.

8-4.1.5 Welding

Butt-welded circumferential joints of tubular sections requiring CJP groove welds shall be made using a metal sleeve backing ring inside each joint. The sleeve shall have at least a 1/8-inch nominal thickness and be manufactured from steel having the same chemical composition as the steel in the tubular sections to be joined. If the sections to be joined have different specified minimum yield strengths, the sleeve shall have the same chemical composition as the tubular section having the higher minimum yield strength. The width of the metal sleeve shall be consistent with the type of NDT selected and shall be a minimum width of 1 inch. At fitting time, the sleeve shall be centered at the joint and in contact with the tubular section at the point of the weld.

Welds shall be continuous.

Weld metal at the transverse joints shall extend to the sleeve, making the sleeve an integral part of the joint.

During manufacturing, longitudinal seams on vertical tubular members of cantilevered support structures shall be within 90 degrees circumferentially of the center of the longest mast arm connection. Longitudinal seams on horizontal tubular members, including signal and luminaire arms, shall be within 45 degrees of the bottom of the arm.

Longitudinal seam welds in steel tubular sections may be made by the electric resistance welding process. Longitudinal seam welds shall have a 60 percent minimum penetration except:
1) Within 6 inches of a circumferential weld, the longitudinal seam weld shall be a CJP groove weld.
2) Longitudinal seam welds on lighting support structures having a telescopic pole segment splice shall be CJP groove welds on the female end for a length on each end equal to the designated slip-fit splice length plus 6 inches.

Except for fillet and fatigue-resistant welds, exposed circumferential welds shall be ground flush with the base metal before galvanizing or painting. Ground flush is specified as -0, +0.08-inch. Circumferential welds and base plate-to-pole welds may be repaired only 1 time.

The length of telescopic slip-fit splices shall be at least 1.5 times the inside diameter of the

exposed end of the female section.

For welds connecting reinforced handholes or box-type pole plate connections to a tubular member, the start and stop points shall be at points located on a longitudinal axis of symmetry of the tube coinciding with the axis of symmetry of the hand hole or pole plate.

8-4.1.6 Identification Tags

Except for Type 1 standards, attach rectangular corrosion-resistant metal identification tags above the handhole near the base using stainless steel rivets.

The lettering on each identification tag shall be:

1) Either depressed or raised
2) 1/4 inch tall
3) Legible
4) Readable after the support structure is coated and installed

Include the following information on the tag:

1) Name of the manufacturer
2) Date of manufacture
3) Identification number
4) Unique identification code assigned by the manufacturer

8-4.1.7 Pole Cage/Bar Reinforcement

Pole cage/bar reinforcement should be in accordance with 2018 Caltrans Standard Plan ES-7M spiral reinforcement and not 2010 welded hoops.

Reinforcing bars shall be deformed bars complying with ASTM A706/A706M, Grade 60 or ASTM A615/A615M, Grade 60. Plain bars for spiral reinforcement in concrete piles shall comply with ASTM A615/A615M, Grade 40 or Grade 60.

Pole cage/bar reinforcement shall be in accordance with 2018 Caltrans Standard Plan ES-7M and the following table:

CIDH REINFORCING SCHEDULE

Item	Vertical Bars	Spiral	2018 Caltrans Standard Plan
Type 15TS Cage (CIDH, 2.5 feet diameter, 7.5 feet depth)	10-#6	#4 at 6	ES-7N
Type 16/17-3-100 Cage (CIDH, 3.0 feet diameter, 8.5 feet depth)	12-#7	#5 at 6	ES-7N
Type 18/19/23/24-4-100 Cage (CIDH, 3.0 feet diameter, 11.0 feet depth)	12-#7	#5 at 6	ES-7N
Type 26/27-4-100, 29-5-100 Cage (CIDH, 3.5 feet diameter, 12.0 feet depth)	14-#8	#5 at 6	ES-7N

8-4.1.8 Bonding Jumper

For standards with handholes, include a UL-listed lug and 3/16-inch or larger brass or bronze bolt for attaching the bonding jumper.

For slip base standards, attach a UL-listed lug to the bottom slip base plate with a 3/16-inch or

larger brass or bronze bolt for attaching the bonding jumper.

8-5 Conduit

8-5.1 General

Traffic signal, interconnect communications, and roadway lighting conduit shall conform to the provisions in Subsection 86-1.02B, "Conduit and Accessories", and Subsection 87-1.03B, “Conduit Installation”, of the 2018 Caltrans Standard Specifications and the following Special Provisions.

Conduit shall be bored and jacked when possible. Conduit runs are shown on the Plans in schematic form only. The actual installation shall be completed in the most direct manner possible without interfering with existing underground facilities.

Contractor shall be responsible for locating all interfering underground utilities to facilitate the installation of the conduit in the most direct manner. Contractor shall identify, by potholing, the exact location of all utilities in the vicinity of the proposed conduit runs Utilities location and protection shall be in accordance with Section 402 “Utilities” of Standard Specifications for Public Works Construction 2021 Edition and Special Provisions SP1 Section 18 “UTILITIES”.

8-5.2 Material

All new conduit shall be Type 3, rigid, non-metallic (PVC, Schedule 80) unless otherwise shown on the Plans, conforming to UL Publication UL651 for rigid-non-metallic conduit.

Conduit and conduit fittings shall comply with the requirements shown in the following table:

Conduit Type	Requirement
Non-metal	Shall be Type A, extruded, rigid PVC conduit complying with UL 651 or shall be HDPE conduit complying with UL 651A. Shall be Schedule 80

Bonding bushings installed on metal conduit shall be insulated and either a galvanized or zinc-alloy type.

All conduit sweeps at pull box containing traffic signal cable, traffic fiber optic, signal interconnect, or utility cables shall be a maximum 45-degree sweep with 36” radius.

Unless shown otherwise on the Plans, the minimum size of conduit shall be:

1) 2” from a push button post to the adjacent pull box
2) 2” from a signal standard to the adjacent pull box
3) 2” from a loop detector to the adjacent pull box
4) Two 3” conduits from a controller cabinet to the adjacent pull box
5) 3” from a service equipment enclosure to the adjacent pull box
6) 3” for street crossings containing traffic signal conductors
7) 3” for traffic signal interconnect cable (SIC) and fiber optic (FIO)
8) 3” if unspecified

8-5.3 Installation

8-5.3.1 General

Notify the Engineer or their designee at least 5 Working Days before starting horizontal directional drilling method or jack and drill activities. The installation of conduit includes installing caps, bushings, and pull tape and terminating the conduit in pull boxes, foundations, poles, or a structure.

Install conduit to a depth of:

1) 14 inches for the trench-in-pavement method
2) 18 inches, minimum, under sidewalk
3) 42 inches, minimum, below the bottom of the rail of railroad tracks
4) 30 inches, minimum, everywhere else below grade

Install conduit terminating in a standard or pedestal from 2 to 3 inches above the foundation. Slope the conduit toward the handhole opening.

Conduits shall not protrude more than 2 inches inside the pull box and vaults, and must enter at an angle less than 20 degrees from either the vertical or horizontal axis. The Contractor shall obtain approval from the engineer or their designee prior to installing a conduit into a pull box at an angle more than 20 degrees from the horizontal axis.

If existing underground conduit is to be incorporated into a new system, clean it with a mandrel or cylindrical wire brush and blow it clean with compressed air.

Use conduit to enclose conductors except where they are installed overhead or inside standards or posts.

The Contractor may use a larger size conduit than specified for the entire length between termination points. Do not use a reducing coupling.

Extend an existing conduit using the same material. Terminate conduits of different materials in a pull box.

Do not install new conduit through foundations.

Cut non-metal conduit with tools that do not deform the conduit. Use a solvent weld for connections.

Protect metal conduit shop-cut threads from corrosion under ANSI C80.1 standard.

If factory bends are not used, bend the conduit to a radius no less than 6 times its inside diameter without crimping or flattening it. Use equipment and methods under the conduit manufacturer's instructions. For non-metal conduit, do not expose the conduit to a direct flame.

Place conduit couplings at a minimum of 6 inches from the face of a foundation.

If installing conduit within the limits of hazardous locations as specified in NEC for Class I, division 1, install and seal metal conduit with explosion-proof sealing fittings.

Install conduit under existing pavement by either the horizontal directional drill method or jack and drill method. The Contractor may use the trench-in-pavement method if conduit is to be installed behind the curb under the sidewalk or if there are more than four crossing utilities.

Limit the number of bends in a conduit run to no more than 360 degrees between pull points.

Ream the ends of shop-cut and field-cut conduit to remove burrs and rough edges. Make the cuts square and true. Do not use slip joints and running threads to couple conduit. If a standard coupling cannot be used for metal-type conduit, use a threaded union coupling. Tighten the couplings for metal conduit to maintain a good electrical connection.

Cap the ends of conduit to prevent debris from entering before installing the conductors or cables. Use a plastic cap for metal conduits and a standard pipe cap for non-metal conduit.

Bond and ground the metal conduit before installing conductors and cables in the conduit. Bond metallic conduits in a nonmetallic pull box using bonding bushings and bonding jumpers. For other types of conduit, use nonmetallic bushings or end bell.

Furnish and install one #8 AWG copper bond gauge wire for signal crossings and one #10 AWG copper bond gauge wire for fiber runs for trace and grounding. Terminate at all pull boxes.

Install pull tape with at least 2 feet of slack in each end of the conduit that will remain empty. Attach the tape's ends to the conduit.

Do not seal the ends of conduit after cables or pull tape are installed.

8-5.3.2 Trenching

Dig a trench for the electrical conduits. Do not excavate until the conduit material is on hand. Install conduit by the trenching-in-pavement method using a trench approximately 2 inches wider than the conduit's outside diameter but not exceeding 6 inches in width.

Cut the trench using a rock-cutting excavator. Minimize the shatter outside the removal area of the trench.

Dig the trench by hand to the required depth at pull boxes. Place excavated material in a location that will not interfere with traffic or surface drainage.

Backfill the trench with slurry and base pave to the pavement's surface by the end of each work day.

When obstructions are encountered and conduit cannot be located elsewhere, the obstruction shall be bypassed by deflecting the conduit at a rate of at least 5:1. Use 45-degree bends to avoid obstructions at locations where 10:1 deflection is not possible.

Place a minimum of 2 inches of sand bedding in a trench before installing the conduit.

Place conduit in the trench. After placing the conduit or direct burial cable, backfill the trench.

Place warning tape in the trench 6 inches below finished grade.

Where additional pavement is to be placed, the Contractor shall complete the trenching before the final pavement layer is applied.

If the conduit shown is to be installed under the sidewalk, the Contractor may install it in the street within 3 feet of and parallel to the face of the curb when approved by the Engineer or their

designee. Install pull boxes behind the curb.

8-5.3.3 Horizontal Directional Drilling

The diameter of the bore hole shall be no larger than 1.5 times the outside diameter of the conduit.

The horizontal directional drilling equipment shall have directional control of the boring tool and have an electronic boring tool location detection system. During operation, the equipment shall be able to determine the location of the tool both horizontally and vertically.

Use a mandrel to prove the conduit is free and clear of dirt, rocks, and other debris after installation.

Water-based mineral slurry or wetting solution may be used to lubricate the boring tool and stabilize the soil surrounding the boring path. Prevent residues and drilling slurries or fluids from entering storm drain systems and receiving waters. Dispose of drilling fluids and residue at an appropriately permitted disposal facility.

Locate, record, and correct the path of the drill head a minimum of every 50 feet.

If a conduit is bored or jacked across existing sewer mains, the contractor shall conform to the following requirements:

1) Pothole to determine location and depth of the sewer mains.
2) Visual confirmation by City Inspector shall be done during the boring/jacking of the conduit across the sewer mains for any damages prior to back filling the pothole.
3) If visual confirmation is not done, the contractor shall perform Video Inspection of Sewer Mains per the following specifications.

8-5.3.4 Video Inspection of Sewer Mains.

The contractor shall use closed circuit television (CCTV) equipment to verify that City sanitary sewer mains have not been impacted. This includes all mains that appear on the plan of construction drawings as possible points of interference, regardless of the relative elevation of the sewer and what is believed to be the elevation of the newly constructed facility.

The contractor shall use equipment specially designed and constructed for sewer inspection and televising. The camera must have light sources of suitable illumination output to provide a clear picture of the entire periphery of pipe. The camera must be able to be rotated to a position that will assure that the total periphery of the sewer is in focus at all times, regardless of the diameter of the pipe being inspected. The camera, transport system, and other components of the video system shall be capable of producing a picture adequate for the purposes of the inspection as stated herein. Video runs showing condensation or submersion of the lens, poor or out-of-focus images, poor audio, or otherwise poor image quality shall be cause for rejection and may necessitate re-televising at the consultant's expense if the City determines the video run is not of acceptable quality.

A cable footage counter, accurate to within one (1) foot in 1000 feet, shall be used and shall be indicated on the monitor and recorded on the video. The date of inspection, continuous forward and reverse readout of camera distance from referenced access hole, the City supplied upstream and downstream manhole identification number with an arrow indicating the direction of flow, the size of the pipe, the name of the street, the time of day and the project or location name as supplied by the City shall be displayed continuously on the monitor and recorded on

the video. The use of non-standard or incorrectly numbered manholes by the contractor on the video overlay is cause for rejection of the digital video and any costs associated with re-videoing of the main that are necessitated by the contractor's failure to use designated naming conventions will be borne entirely by the contractor. The footage relative to the center of the manhole at the start of each run shall be set to accurately reflect a center of manhole starting position of 0.00 feet regardless of where along the pipe and at what footage the run begins. All video operations shall begin at a manhole adjacent to the most likely point of interference and unless blocked by an impassable obstruction, shall end at the closest upstream or downstream manhole or cleanout structure. Under no circumstances shall the contractor deliver to the City a video of a survey that was otherwise abandoned. If the camera cannot pass the entire sewer reach from its point of insertion, the reach shall be inspected from both directions. The consultant shall notify the City immediately of any such obstruction so that it may be repaired or mitigated by the City and/or the contractor and complete inspection of the pipe may proceed.

Television inspection of sewer mains with high volumes of flow (pipe running 1/3 full or more) may, with prior consent of the City, be done at night between the hours of 10 p.m. and 5 a.m. No added compensation shall be allowed for night work. Notwithstanding, the consultant shall always use whatever mechanical means are available, including modification or changing of the camera wheels or treads, to ensure that the image is recorded in an upright, un-rotated position.

The City reserves the right to reject any videotape where changes in the orientation of the camera could have been corrected by such modifications or by performing the work during periods of low flow. CCTV recordings shall be provided to the City on VHS or DVD recorded in standard (120 minutes per tape) mode.

Cost for video inspection if required, shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor unless otherwise specified in the Contract Documents.

8-6 Pull Boxes

8-6.1 Material

Pull boxes shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 "TRAFFIC SIGNAL MATERIALS" and shall be in accordance with Subsection 86-1.02C "Pull Boxes" of the 2018 Caltrans Standard Specifications and the following Special Provisions.

The pull box and cover must comply with ANSI/SCTE 77, "Specification for Underground Enclosure Integrity," for minimum Tier 15 load rating and must be gray.

All new pull boxes shall be Size No. 6 in accordance with 2018 Caltrans Standard Plan ES-8A, unless otherwise shown on the Plans. All new pull boxes immediately in front of controller cabinet shall be Size No. 6E (20"-24" deep) or 24"x36" (18-24" deep) unless otherwise shown on the Plans.

A pull box extension shall be a minimum of 10 inches and shall be the same make and material as the pull box.

Traffic rated pull box covers marked shall be galvanized steel, slip resistant, and non-spring assisted. A metal pull box cover shall include a fitting for a bonding conductor.

Pull box covers containing utility service conductors shall be marked "BURBANK ELECTRIC". All other pull box covers shall be marked "TRAFFIC SIGNAL" unless otherwise shown on the Plans. The cover marking shall be cast in the mold of the cover, be uniform in depth, and parallel

to the longer side. Marking letters shall be 2 to 3 inches in height.

8-6.2 Installation

Pull boxes shall be installed in accordance with 2018 *Caltrans Standard Plan* ES-8A. Install a pull box on a bed of crushed rock it before installing conductors.

Conduits inside pull boxes shall not protrude more than 2 inches inside the pull box and vaults, and shall enter at an angle less than 20 degrees from either the vertical or horizontal axis.

Install pull boxes no more than 200 feet apart.

Grout around conduits that are installed through the sides of the pull box.

Place mortar between a pull box and a pull box extension.

Set the pull box level with the finished grade in sidewalks and other paved areas. Pull box in unpaved areas shall be leveled with surrounding grade.

The Contractor may install larger pull boxes than specified or additional pull boxes to facilitate the work.

Place the cover on the box when not working in it.

8-6.3 Placement

Where a pull box is adjacent to a post or standard, place the box within 5 feet and on the opposite side of standard handhole if practical.

Where a pull box is in the vicinity of curb, place the box adjacent to the back of the curb if practical.

Do not install pull boxes in concrete pads, curb ramps, or driveways.

8-7 Pull Tape

Pull Tape shall be in accordance with Subsection 86-1.02D(2) “Pull Tape” of the 2018 Caltrans Standard Specifications.

8-8 Conductors and Cables

8-8.1 Material

Conductors and cables shall be in accordance with Subsection 86-1.02F “Conductors and Cables” of the 2018 Caltrans Standard Specifications and the following Special Provisions.

8-8.1.1 Copper Conductors

Copper wire shall comply with ASTM B3 and B8. Insulation shall be one of the following: Type TW PVC under ASTM D2219, Type THW PVC, Type USE, RHH, or RHW cross-linked polyethylene.

A bonding jumper shall be copper wire or copper braid of the same cross-sectional area as a no. 8 conductor or larger.

An equipment grounding conductor shall be insulated.

Inductive loop wire shall be Type THWN or Type XHHW, no. 14, stranded copper wire in a plastic tubing. (Caltrans Type 2).

8-8.1.2 Copper Cables

Conductor signal cable, detector lead-in cable, and loop multi-pair cable shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

A category 6 cable shall be a 4-pair, unshielded, outdoor rated, nongel-filled type and comply with ANSI/TIA/EIA 568-C.

8-8.1.3 Video Detection Camera Cables

Camera power cable and camera video cable shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

8-8.2 Installation

The installation of conductors and cables includes splicing conductors and attaching the terminals and connectors to the conductors.

Install one 9-CSC for each 4 or 5-section vehicle head, one 5-CSC for each 3-section vehicles head or pedestrian head, and one 3-CSC for each push pedestrian push button or bicycle push button assembly. Install one 28-CSC from the controller cabinet to each pull box adjacent to each traffic signal pole with mast arm. Splice the 28-CSC with 9-CSC, 5-CSC, and 3-CSC cables inside the pull box adjacent to each traffic signal pole with mast arm. The 28-CSC cable shall run continuous between the splice pull box and the traffic signal controller cabinet load switch bay terminals. Splicing of the 28-CSC cables will not be allowed and no daisy-chaining of traffic signal cables shall be permitted.

Prior to each pull of multi-conductor cables, remove a two-foot section of cable at the reel and expose the conductors to demonstrate the insulation is not compromised.

When conduit is shown to have all new conductors, remove all existing conductors, clean the conduit, and pull all conductors and cables as a unit.

Neatly arrange conductors and cables inside pull boxes and cabinets.

Do not connect the push-button or accessible pedestrian signal neutral conductor to the signal neutral conductor.

Provide conductor slack to comply with the requirements shown in the following table:

Cable Slack Requirements

Location	Minimum Slack (feet)
Cabinet	5
Signal standard	1
Lighting standard	1
Signal and lighting standard	1
Pull box	10
24”x36” Pull box	25

If a conductor or cable is not listed in the table, the minimum slack shall be 3 feet.

Loop Detector Cables. Install the loop multi-pair cable without splices except at the pull box when connecting to loop wire.

Video Camera Cables. Install one camera power cable and one camera video cable without splices between each video detection camera and controller cabinet. If the conduit does not allow one camera power cable for each video detection camera, the camera power cable may be spliced at a pull box with a fuse when approved by the Engineer or their designee.

Conductor Signal Cables. Unless otherwise shown on the Plans, install conductor signal cables between pull boxes in accordance with Burbank Standard Plan BT-418.

Use the neutral conductor only with the phases associated with that cable. Do not intermix neutral conductors from different cables except at the signal controller.

Coil three turns of cable in each pull box before cutting for splicing.

Tape the ends of unused conductors and cables in pull boxes to form a watertight seal.

Connectors and Terminals. Apply connectors and terminals to cables and conductors using a crimping compression tool under the manufacturer's instructions. The tool shall prevent opening of the handles until the crimp is completed.

Install crimp-style terminal lugs on stranded conductors smaller than no. 14.

Solder no. 8 and smaller copper conductors to connectors and terminal lugs.

8-8.3 Identification and Labeling

Identify conductors and cables by direct labeling, tags, or bands fastened in such a way that they will not move. Use mechanical methods or permanent methods specifically designed for outdoor use and provide identification for each cable as ordered by the Engineer or their designee. Each CSC shall be labeled in a permanent, color-coded manner such that the vehicle phase and placement are noted on the cable.

8-9 Splicing Materials, Connectors, and Terminals

Conductor signal cable and loop multi-pair cable connectors, tape, and coating shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

8-9.1 Connectors and Terminals

Copper connectors shall comply with UL-486A.

Connectors and terminals shall be rated for the conductors’ size and material type and be prefilled with oxide-inhibiting compound.

Connectors and terminals for copper conductors shall be a compression or crimp type.

8-9.2 Fused Splice Connector

The fused splice connector shall not have exposed metal parts except for the head of the stainless steel assembly screw. The head of the assembly screw shall be recessed a minimum

of 1/32 inch below the top of the plastic boss that surrounds the head.

The connector shall protect the fuse from water or weather damage. Contact between the fuse and fuse holder shall be spring loaded.

Fuses shall be standard, midget, ferrule type, have a non-time-delay feature, be 3/32 by 1-1/2 inches, and have a 5 ampere current rating.

8-10 Splicing Conductors and Cables

8-10.1 General

Where splicing is required inside the pull box or splice vault, the Contractor is responsible for supplying the splice kits and all accessories including bond connectors and proper end plates to provide splices as recommended by the manufacturer. All splicing shall be done by the Contractor, the City will supply necessary wiring information or splicing diagram.

The Contractor may splice:

1) Conductors in a pull box
2) Ungrounded lighting circuit conductors in a pull box
3) Accessible pedestrian signal and push button conductors in a pull box
4) Ungrounded signal conductors to a terminal compartment or a signal head on a standard with conductors of the same phase in a pull box
5) Loop multi-pair cable and loop wire in a pull box

8-10.2 Grounded Conductors, Ungrounded Lighting Circuit Conductors, And Signal Conductor Neutrals.

The Contractor shall splice by soldering using the hot iron, pouring, or dipping method. Do not perform open-flame soldering.

Insulate soldered splices to form a watertight joint and to prevent moisture absorption by the cable. Use connectors and tape or Method B as shown in Caltrans Standard Plan ES-13A to insulate a splice.

Use connectors and tape as follows:

1) Insert the splice area into pre-filled sealant connectors
2) Apply 3 layers of half-lapped, PVC, pressure-sensitive, adhesive tape
3) Apply electrical insulating coating evenly over entire splice and a short amount onto the cable insulation and allow to dry.

Method B to insulate a splice as follows:

1) Cover the splice area completely with an electrical insulating coating and allow it to dry
2) Apply 3 layers of half-lapped, PVC tape
3) Apply 2 layers of butyl-rubber, stretchable tape with liner
4) Apply 3 layers of half-lapped, PVC, pressure-sensitive, adhesive tape
5) Cover the entire splice with an electrical insulating coating and allow it to dry

8-10.3 Accessible Pedestrian Signal, Pushbutton, And Signal Conductors

The Contractor shall splice by soldering using the hot iron, pouring, or dipping method. Do not perform open-flame soldering.
Insulate conductor signal cable splices a to form a watertight joint and to prevent moisture absorption by the cable.

Use connectors and tape method to insulate a splice as follows:

1) Insert the splice area into pre-filled sealant connectors
2) Apply 3 layers of half-lapped, PVC, pressure-sensitive, adhesive tape
3) Apply electrical insulating coating evenly over entire splice and a short amount onto the cable insulation and allow to dry.

8-10.4 Inductive loop detector conductors.

The Contractor shall splice by soldering using the hot iron, pouring, or dipping method. Do not perform open-flame soldering.

Insulate soldered splices to form a watertight joint and to prevent moisture absorption by the cable. Use connectors and tape or Method B to insulate a splice.

Use connectors and tape as follows:

1) Insert the splice area into pre-filled sealant connectors
2) Apply 3 layers of half-lapped, PVC, pressure-sensitive, adhesive tape
3) Apply electrical insulating coating evenly over entire splice and a short amount onto the cable insulation and allow to dry.

Use Method B as follows:

1) Cover the splice area completely with an electrical insulating coating and allow it to dry
2) Apply 3 layers of half-lapped, PVC tape
3) Apply 2 layers of butyl-rubber, stretchable tape with liner
4) Apply 3 layers of half-lapped, PVC, pressure-sensitive, adhesive tape
5) Cover the entire splice with an electrical insulating coating and allow it to dry

Splice loop wire based on number of loops in each channel and “start” and “finish” details in accordance with 2018 Caltrans Standard Plan ES-5A.

Splice loop wire for each direction of travel for the same phase, terminating in the same pull box, to a separate detector lead-in cable or loop multi-pair cable running from the pull box adjacent to the loop detector to a sensor unit mounted in the controller cabinet. Verify in the presence of the Engineer or their designee that the loops are operational before making the final splices between loop conductors and the detector lead-in cable or loop multi-pair cable.

8-10.5 Fused Splice Connectors

Install a fuse splice connector with a fuse in each ungrounded conductor for LED luminaires. The connector shall be located in the pull box adjacent to the luminaires.

Crimp the connector terminals onto the ungrounded conductors using a tool under the manufacturer's instructions. Insulate the terminals and make them watertight.

When approved by the Engineer or their designee, install a fuse splice connector with a fuse in the ungrounded power conductor for video detection cameras. The connector shall be located in the pull box adjacent to the luminaires.

8-11 LED Luminaire and Photoelectric Unit

8-11.1 Material

The LED luminaire shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

Each luminaire shall be furnished with a photoelectric unit. The photoelectric unit shall:

1) Have a screen to prevent artificial light from causing cycling.
2) Have a rating of 60 Hz, 105-130 V(ac), 210-240 V(ac), or 105-240 V(ac).
3) Operate at a temperature range from -20 to 55 degrees C.
4) Consume less than 10 W.
5) Be a 3-prong, twist-lock type with a NEMA IP 65 rating, ANSI C136.10-compliant.
6) Have a fail-on state.
7) Fit into a NEMA-type receptacle.
8) Turn on from 1 to 5 footcandles and turn off from 1.5 to 5 times the turn-on level. Measurements shall be made by procedures in EEI-NEMA Standards for Physical and Electrical Interchangeability of Light-Sensitive Control Devices Used in the Control of Roadway Lighting.

Photoelectric control's contactor shall be:

1) Normally open
2) Mechanical-armature type with contacts of fine silver, silver alloy, or better material
3) Installed to provide a minimum space of 2-1/2 inches between the contactor terminals and the enclosure's sides

The terminal blocks shall be rated at 30 A, 600 V(ac), molded from phenolic or nylon material, and be the barrier type with plated-brass screw terminals and integral marking strips.

8-11.2 Installation

Install the luminaire using the manufacturer’s instructions.

Mount the photoelectric unit into a NEMA twist-lock receptacle to be integral with the luminaire.

8-12 Bonding and Grounding

8-12.1 Material

Ground electrode shall be:

1) 1 piece
2) 10-foot minimum length of one of the following:
3) Galvanized steel rod or pipe not less than 3/4 inch in diameter
4) Copper clad steel rod not less than 5/8 inch in diameter

8-12.2 Installation

Install a grounding electrode for each controller cabinet and service equipment enclosure. Ground metallic equipment mounted less than 8 feet above the ground surface on a wood pole. Bond all metal components to form a continuous grounded system as specified in NEC.

Install a minimum no. 8 grounding copper conductor in conduit and connect it to all-metal components.

Attach a grounding conductor from the electrode using either a ground clamp or exothermic weld. Connect the other end of the conductor to the controller cabinet and service equipment enclosure.

8-13 Service Cabinet

8-13.1 Material

Service equipment enclosures shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS” . Each cabinet shall have a utility section separate from the customer section. Each cabinet shall be supplied with a meter socket jumper cover as shown on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

Each enclosure shall have the following circuit breakers:

- 2P-100A (Main Service Disconnect)
- 1P-50A (Signal)
- 1P-20A (Lighting)
- 1P-30A (Spare)
- 1P-15A (Spare)

Circuit breakers for a service equipment enclosure shall:

1) Be quick-break on either automatic or manual operation
2) Be trip indicating
3) Be internal-trip type
4) Be UL listed or NRTL certified and comply with UL 489 or equal
5) Be clearly marked with the frame size
6) Have an operating mechanism that is enclosed and trip-free from the operating handle on overload
7) Have the trip rating clearly marked on the operating handle
8) Have an interior made of copper

Circuit breakers used as disconnects shall have a minimum interrupting capacity of 10,000 A, rms.

Service Cabinet address label shall be shown on the outside of the Cabinet, installed on the side facing approaching traffic. Address label shall be weatherproof, shall contain black text on white background, and shall be minimum of 2” text size.

Contractor shall obtain the necessary electrical permits from the Community Development Department-Building and Safety Division for service cabinet installation, inspection and electrical service authorization. The permit fee will be waived for City projects.

8-13.2 Installation

Installing a service cabinet includes constructing a power pole riser, the foundation, and installing an adjacent pull box, conduit, grounding electrode, and cabinet in accordance with Burbank Water and Power Standard Plan S-733C. Do not install service cabinets until the concrete foundation has cured for at least 3 days.

Install the service cabinet early enough to allow the utility to complete its work before completion of the electrical work.

Notify the Engineer or their designee at least 20 Working Days prior to starting service cabinet work. The Engineer will setup a field meeting with Burbank Water and Power Department (BWP) Electric Division to confirm the requirements for service work.

The BWP Electric Division shall approve the location of the riser on the power pole and the service cabinet orientation.

Bond and ground metal conduit as specified in NEC and by the service utility except the grounding electrode conductor shall be no. 6 or larger.

Circuit breakers shall be provided as shown on the Plans. Identify each circuit breaker and component by description using an engraved phenolic nameplate attached with stainless steel rivets or screws.

A plastic-laminated wiring diagram shall be attached inside the enclosure with brass eyelets by a UL-listed or NRTL-certified method.

8-14 Signal Cabinets and Controller Assemblies

8-14.1 Material

The signal cabinet and controller assembly shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”. Cabinets shall be factory wired and shall have:

1) Corbin #2 locks
2) Door envelope for plans and maintenance records
3) Rack drawer mounted directly under the controller for documents
4) Two LED fixtures on the Qualified Products List. The “On-Off” switch for the lighting fixture shall be:
   a. A toggle switch mounted on the inside door panel, or
   b. A door-actuated switch that turns the light on when the door is open, and off when the door is closed
5) Three sets of wiring diagrams

Each 332L cabinet controller assembly consists of:

- One 2070E controller unit on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.
- 18 loop sensor units on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.
- 18 Model 200 switchpacks
- 4 Model 242 isolators
- 4 Model 252 isolators
- One conflict monitor on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.
- One 16 channel Red Monitor Board and cable
- One Six-Position Auxiliary Output File (Output File #2)

All devices shall conform to the latest *Caltrans Transportation Electrical Equipment Specifications.*

8-14.2 Installation

Installing a signal cabinet and controller assembly includes constructing the foundation and pad and installing conduit, grounding electrode, cabinet, and controller assembly components.

Controller assemblies shall be tested and approved by the City prior to installation.

Controller assemblies shall be installed to achieve the operation shown on the Plans.

All controller assembly components shall be dry and protected from moisture upon delivery.

Apply a mastic or caulking compound before installing the cabinet on the foundation to seal the openings.

Do not install signal cabinets until the concrete foundation has cured for at least 3 days.

Connect the field wiring to the terminal blocks in the cabinet. Neatly arrange and lace or enclose the conductors in plastic tubing or raceway. Terminate the conductors with properly sized captive or spring spade terminals. Apply a crimp-style connector and solder them.

Install and solder a spade-type terminal on no. 12 and smaller field conductors and a spade-type or ring-type terminal on conductors larger than no. 12.

8-15 Battery Backup System

8-15.1 Material

Battery Backup System (BBS) shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

A battery backup system includes the cabinet, batteries, and the electronics assembly.

The electronics assembly includes the inverter/charger unit, power transfer relay, manually-operated bypass switch, battery harness, utility interconnect wires, battery temperature probe, and relay contact wires.

Battery backup systems shall be tested and approved by the City prior to installation.

All necessary hardware for mounting (shelf angles, rack, bolts/fasteners, washers, etc) shall be included in the Lump Sum Bid Price for each “Traffic Signal”.

8-15.2 Installation

The battery backup system shall be installed on signal cabinets as indicated by the Plans and under the manufacturer's instructions.

Install the battery backup system cabinet to the right of the controller cabinet. If installation on the right side is not possible, obtain authorization for installation on the left side.

Provide access for power conductors between the cabinets using:

1) 2-inch nylon-insulated, steel chase nipple
2) 2-inch steel sealing locknut
3) 2-inch nylon-insulated, steel bushing

Remove the jumper between the terminals labeled BBS-1 and BBS-2 in the 5-position terminal block in the controller cabinet before connecting the electronics assembly.

For all BBS to be installed per Plans (including Contractor furnished BBS and City furnished BBS, the Contractor shall furnish and install all wiring, bolts, nuts, washers, and connectors necessary to provide utility power through the battery backup system and to the controller cabinet. If required by the BBS Manufacturer, the Contractor shall at his own expense, arrange to have a technician, qualified to work on the BBS and employed by the equipment manufacturer, or his representative, present at the time the equipment is installed or turn-on.

8-15.3 Payment

Payment for the labor and all components of Battery Backup System (BBS) including tech support for installation and signal turn-on shall be considered as included in the lump sum Bid price for each traffic signal and no additional compensation will be allowed therefor unless otherwise specified in the Contract Documents.

8-16 Vehicle Signal Heads

8-16.1 Material

Vehicle Signal Heads shall conform to the provisions in Subsection 86-1.02R, " Signal Heads", of 2018 Caltrans Standard Specifications and these Special Provisions.

A vehicle signal head consists of a signal mounting assembly, louvered backplate, and signal face. A signal face consists of signal sections with signal housings, LED modules, and visors.

All new vehicle signal indications shall be 12" nominal diameter. All new signal indications shall be Light Emitting Diode (LED), as specified on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

The head shall have a terminal block attached to the back of one housing. The terminal block shall have enough positions to accommodate all indications. Each position shall be permanently labeled for the indications used.

The signal housings and visors shall be metal and powder coated. The signal housings and visors shall be color no. 17038 or 27038 of AMS-STD-595. The metal signal heads shall not fracture or deflect more than half the lens diameter when tested under California Test 666.

The backplate shall be metal and powder coated. Plastic backplates are not allowed. A metal backplate shall be made of a minimum 1/16-inch-thick 3001-14 aluminum. The backplates shall be louvered, flat black, color no. 37038 of AMS-STD-595.

The visors shall be full circle type in accordance with 2018 Caltrans Standard Plan ES-4C.

Directional/programmed visibility louvers shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

8-16.2 Signal Mounting Assembly

Signal mounting assembly shall include:

1) 1-1/2-inch-diameter steel pipe or galvanized conduit
2) Pipe fitting made of ductile iron, galvanized steel, bronze, or aluminum alloy, Type AC-84B, no. 380
3) Mast arm and post-top slip fitters and terminal compartments made of cast bronze or hot-dip galvanized ductile iron

8-16.3 Installation of Vehicle Signal Heads

Installation of vehicle signal heads shall conform to the provisions in Subsection 87-1.03R, "Signal Heads", of 2018 Caltrans Standard Specifications and these Special Provisions.

Installing a vehicle signal head includes mounting the heads on standards and mast arms, installing backplates and visors, and wiring conductors to the terminal blocks.

Install the signal mounting assembly to be a minimum of 17 feet above the roadway or a minimum of 10 feet above the sidewalk.

Vehicle signal mounting assemblies shall be in accordance with 2018 Caltrans Standard Plan ES-4A, ES-4C, ES-4D, ES-4E, and ES-7M.

8-17 Pedestrian Signal Heads

8-17.1 Material

Pedestrian signals shall conform to the provisions in Subsection 86-1.02S, "Pedestrian Signal Heads" of 2018 Caltrans Standard Specifications and these Special Provisions. A pedestrian signal head consists of a pedestrian signal mounting assembly and a pedestrian signal face comprising of a pedestrian signal housing, an LED countdown pedestrian signal face module, and a front screen.

Pedestrian signal mounting assemblies and signal faces shall be a black color that matches color no. 17038, 27038, or 37038 of AMS-STD-595. Pedestrian signal indication housings shall be metal.

Pedestrian signal shall be LED countdown type. The LED countdown signal face module shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.
Signal mounting assembly.

8-17.2 Pedestrian Mounting Assembly

Pedestrian signal mounting shall include:

1) 1-1/2-inch-diameter steel pipe or galvanized conduit
2) Pipe fitting made of ductile iron, galvanized steel, bronze, or aluminum alloy, Type AC-84B, no. 380

8-17.3 Installation Of Pedestrian Signal Head

Installation of pedestrian signal heads shall conform to the provisions in Subsection 87-1.03S, "Pedestrian Signal Heads", of 2018 Caltrans Standard Specifications and these Special Provisions.

Installing a pedestrian signal head includes mounting the heads on standards and wiring conductors to the terminal blocks.

Use the same brand and material for the pedestrian signal faces at each location.

Orient each mounting assembly to allow maximum horizontal clearance to the adjacent roadway.

Install the signal mounting assembly to be a minimum of 7 feet above the sidewalk.

Pedestrian signal mounting assemblies shall be in accordance with 2018 Caltrans Standard Plan ES-4B and ES-4D.

8-18 Accessible Pedestrian Signals

8-18.1 Material

The Accessible pedestrian signal shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

8-18.2 Installation of Accessible Pedestrian Signals

Where there are two accessible pedestrian signs on the same corner, the push buttons shall be mounted on poles separated by at least 10 feet. If the requirement for separation cannot be met due to location requirements, two accessible pedestrian signal related push buttons may be installed on a signal pole. If installed on the same pole, the APS must be equipped to provide speech-transmitted data or other technology that delivers an unambiguous message about what crosswalk has the walk signal indication.[2]

Use a slip fitter to secure the assembly on top of a 2-1/2-inch-diameter post.

Install an accessible pedestrian signal and the Caltrans standard 5” by 7.5” R10-3 sign on the crosswalk side of the standard.

Attach the sign to the assembly. Attach the accessible pedestrian signal to the standard using the manufacturer's instructions. Point the arrow on the accessible pedestrian signal and R10-3 sign in the same direction as the corresponding crosswalk.

When replacing an existing accessible pedestrian signal, the housing color shall match the color of the existing housing.

Arrange to have the Engineer or their designee at the job site to approve the programming of the accessible pedestrian signal with an audible message or tone.

Accessible pedestrian signals shall be installed in accordance with 2018 Caltrans Standard Plan ES-4C.

If required by the Manufacturer of the Accessible Pedestrian Signals, the Contractor shall at his own expense, arrange to have a technician, qualified to work on the Accessible Pedestrian Signals and employed by the equipment manufacturer, or his representative, present at the time the equipment is installed, during programing of the Accessible Pedestrian Signals, and at the time of signal turn-on.

8-18.3 Payment

Payment for the labor and all components of Battery Backup System (BBS) including tech support for installation, programing, and signal turn-on shall be considered as included in the lump sum Bid price for each traffic signal and no additional compensation will be allowed therefor unless otherwise specified in the Contract Documents.

8-19 Push Button Assemblies

8-19.1 Material

Pedestrian Push Button Assemblies shall conform to Subsection 86-1.02U, “Push Button Assemblies”, of the 2018 Caltrans Standard Specifications and these Special Provisions.

Unless shown otherwise on the Plans, Pedestrian Push Button shall be Type B in accordance

[2] Public Rights-of-Way Access Advisory Committee (PROWAAC) Section X02.5.1.3 (G) Separation

with 2018 Caltrans Standard Plan ES-5C.

The push button's switch shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

Pedestrian push button assembly shall be ADA compliant furnished with stainless steel tamper-proof screws. Pedestrian push button assembly shall consist of 5”x7” housing (Color: Black), 2” ADA Moving Push Button (Color: Black, Button: Silver Stainless Steel), and Caltrans standard 5” x 7.5” R10-3 sign for pedestrian push buttons or R10-4 sign for bicycle or equestrian push buttons. At flashing beacon locations, push button signs shall be R10-25 in accordance with the California MUTCD, or as approved by the Engineer.

8-19.2 Installation

The Pedestrian Push Button Assembly shall be installed at ADA standard height of 42”, measured from top of sidewalk to center of push button. Pedestrian push buttons shall be mounted adjacent to a 32 inches by 54 inches clear ground space or a landing on the pedestrian access rout leading to the crosswalk, and shall slope no more than 1:48 in any direction. Pedestrian push buttons shall be mounted no further than 5 feet from the extension of the crosswalk lines, and within 10 feet of the curb line, unless the curb ramp is longer than 10 feet. Where a parallel approach to the push button is provided, controls shall be within 10 inches of the clear ground space, measured horizontally and centered on it. The control face of the push button shall be parallel to the direction of the crosswalk controlled by the push button, and no closer than 30 inches to the curb line.[3]

All exposed fasteners shall have anti-seize compound (NOA-Lox or Agency approved equal) applied before installation.

Installation of Push Button Assemblies shall be in accordance with 2018 Caltrans Standard Specification Subsection 86-1.02U “Push Button Assemblies” and the 2018 Caltrans Standard Plan ES-4C.

8-20 Inductive Loop Detectors

8-20.1 General

Detectors and detector lead-in cable shall conform to the provisions in Subsection 87-1.03V “Detectors” of 2018 Caltrans Standard Specifications and these Special Provisions.

Installing a detector includes installing inductive loop conductors, sealant, conduit, and pull boxes.

8-20.2 Material

Inductive loop conductors (loop wire), detector lead-in cable, and loop multi-pair cable shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

Loop wire shall be Caltrans Type 2 (THWN or XHHW no. 14 wire). Loop Multi-pair cable (4 pair) shall be Falcon Fine Wire 11LA18B4PIS-0 or equivalent. Install the Type 2 loop wire using winding details in accordance with 2018 Caltrans Standard Plan ES-5A.

[3] Public Rights-of-Way Access Advisory Committee (PROWAAC) Section X02.5.1.3 Push button location

8-20.3 Loop Installation

Unless otherwise shown on the Plans, center the detectors in the middle of travel lanes or within 5 feet from the nearest stripe.

Loops in the same travel lane shall be spaced 16 feet center to center and one foot behind the crosswalk or stop line stripe.

Loops placed near the crosswalk shall be Type 2 bicycle loops in accordance with Burbank Standard Plan BT-415. All other loop detectors shall be round, 6' (1.8 m) diameter, Type E in accordance with 2018 Caltrans Standard Plan ES-5A and ES-5B unless otherwise noted on plans.

Pull box conduits for loop detectors shall be curb termination detail Type A in accordance with 2018 Caltrans Standard Plan ES-5D.

If the project involves striping, all inductive loops shall be installed prior to final striping and after temporary cat track of proposed striping.

Loop wire shall be installed on the same day in which the loop slots are cut, including placement of the loop conductors and sealant.

If preformed loops are specified on the Plans, installation shall follow City of Los Angeles Department of Transportation Standard Plan S-70.1E.

Loops shall consist of turns presented in the table below.

Length	Number of Loops in lane	Number of Turns
Bicycle Detector	1	4
Caltrans Type E	2	4
	3	3
	4	3

Install the conductor without splices except at the pull box.

Identify the start of the conductor. Waterproof the ends of a Type 2 loop conductor before installing it in the conduit to prevent moisture from entering the cable.

Install the loop conductor in the slots and lead-in saw cuts using a 3/16- to 1/4-inch-thick wood paddle. Hold the conductors in place at the bottom of the slot with wood paddles during placement of the sealant.

Wind adjacent loops on the same sensor unit channel in opposite directions.

Twist the conductors for each loop into a pair consisting of a minimum of 2 turns per foot before placing them in the lead-in saw cut and the conduit leading to the pull box. Do not install more than 2 twisted pairs of conductors per lead-in saw cut.

Provide 5 feet of slack in the pull box.

8-20.4 Loop Detector Sealants

Inductive loop detector sealant shall be Hot-Melt Rubberized Asphalt Sealant and in accordance with Subsection 86-1.02W “Loop Detector Sealants” of the 2018 Caltrans Standard Specifications.

Application of Hot-Melt Rubberized Asphalt Sealant shall be in accordance with Subsection 87-1.03W “Sealants” of the 2018 Caltrans Standard Specifications and these Special Provisions.

Test each loop for continuity, circuit resistance, and insulation resistance before filling the slots with Hot-Melt Rubberized Asphalt Sealant.

Fill the slot with a sealant flush to the surface. Remove excess sealant from the adjacent road surface before it sets. Do not use solvents to remove the excess.

8-20.5 Saw Cutting

Slots for loop detectors shall have a maximum width of 5/8 inches, a minimum depth of 3 inches, and a maximum depth of 5 inches. The minimum radius of the slot entering and leaving the circular part of the loop shall be 1.5 inches.

The slots shall be either core drilled or cut by the use of “Circular Loop Cutter” machine. This machine must be so configured that, once started, it will continue to cut a circle without any overlap, and able to circumscribe a six-foot-diameter round loop without being raised or repositioned. This method of installation shall not cause any additional holes to be placed in the pavement for the purpose of anchoring the installing machine.

The distance between the side of the loop and a lead-in saw cut from an adjacent detector shall be at least 2 feet. The distance between lead-in saw cuts must be at least 6 inches.

Prevent asphaltic material and saw cutting residue from entering storm drain systems and receiving waters. Cover drainage inlets and use linear sediment barriers to protect downhill receiving waters until saw cutting activities are completed and excess material has been removed.

Whenever precipitation is forecasted, limit paving, saw cutting, and grinding to places where runoff can be captured.

Collect the residue from activities with a vacuum. Do not leave the residue on the pavement or allow it to flow across the pavement. The residue shall be dumped in a private dumpsite, and it will not be allowed in catch basins and storm drains.

Wash the slots clean using water and blow dry them with compressed air to remove all moisture and debris.

8-20.6 Inductive Loop Splices

Inductive loop splice connector shall be King Connector Series 621, 622, or IDEAL Connector Models 61, 62. Install connectors for splicing loop wires to 4-pair loop cable per manufacturer’s directions.

Splice loop conductors based on number of loops in each channel and “start” and “finish” details in accordance with 2018 Caltrans Standard Plan ES-5A.

Verify in the presence of the Engineer or their designee that the loops are operational before

making the final splices between loop conductors and the lead-in cable.

8-20.7 Identification and Tagging

Identify the loop conductor pair in the pull box, marking the start with the letter *S* and the end with the letter *F*. Band conductors in pairs by lane in the pull box adjacent to the loops and in the cabinet. Identify each pair with the detector designation and loop number.

8-20.8 Preformed Inductive Loop Detectors

If specified on the Plans, installation shall be in accordance with Los Angeles Department of Transportation Standard Plan S-70.1E.

Install a preformed inductive loop detector consisting of 4 turns in the loop and a lead-in conductor pair twisted at least 2 turns per foot all encased in conduit and sealed to prevent water penetration. The detector shall be 6-foot round unless shown otherwise.

Construct the loop detector using a minimum 3/8-inch polypropylene conduit and no. 16 or larger conductor with Type TFFN insulation.

The top of the conduit shall be at least 4 inches below the top of the pavement.

8-21 Video Detection System

8-21.1 Material

The City uses cameras for surveillance and detection of bicycles and vehicles when shown on the Plans. Video detection systems shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

When video detection is required, the Contractor shall furnish and install rack mounted Video Detection System as shown on the plan. The system shall include video detection equipment and cameras, processors, modules, cabinet equipment, and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the Plans.

8-21.2 Installation

The video detection camera shall be installed by factory-certified installers and using the manufacturer’s recommendations. The Contractor shall provide proof of factory certification. Mount cameras as shown on the Plans using brackets recommended by manufacturer.

One coaxial cable shall be provided in one continuous run from each video detection camera to the signal cabinet. A minimum of 10 feet of slack shall be provided in the cabinet to allow for terminations. Surge suppressors shall be installed on each coaxial cable at the cabinet using the manufacturer’s recommendations. Coaxial splitters shall be installed as needed to connect the video detection camera to the video encoder and the processor.

The Contractor shall have the Engineer or their designee present for aiming of cameras and configuring and testing detection zones. The Contractor are responsible for programming video detection zones as shown on the Plans. Detection zones shall be uniquely labeled and able to be edited by the user.

Verify that all components are working properly, traffic controller inputs are functional, and detection zones are per plan.

If required by the Manufacturer of the Video Detection System, the Contractor shall at his own expense, arrange to have a technician, qualified to work on the Video Detection System and employed by the equipment manufacturer, or his representative, present at the time of installation, during programming of the video detection zones, and at the time of signal turn-on.

8-21.3 Payment

Payment for the labor and all components of Video Detection System including tech support for installation and signal turn-on shall be considered as included in the lump sum Bid price for each traffic signal and no additional compensation will be allowed therefor unless otherwise specified in the Contract Documents.

9 INTELLIGENT TRANSPORTATION SYSTEMS

9-1 Ethernet Switch

9-1.1 Material

1) The Ethernet switch shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”. The Ethernet switch consists of:
2) One Ethernet switch unit
3) Two Ethernet switch SFP modules
4) One Ethernet switch power supply
5) One rack mount
6) One power distribution strip
7) Six (6) Category 6, straight through, network cables six feet in length

9-1.2 Installation

Securely attach the Ethernet Switch to the mount at the rear of the cabinet, unless otherwise directed by the Engineer or their designee.

1) Securely mount the Power Distribution Strip to the side panel of the signal cabinet, unless otherwise directed by the Engineer.
2) Connect the Ethernet switch power supply to the power distribution strip.

9-2 Fiber Optic Cable System

9-2.1 Material

A fiber optic cable system includes fiber optic cables, fiber optic patch cords, and fiber optic connectors.

Fiber optic cables shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS” .

Patch cords shall:

1) Be a single mode fiber in a 900 µm tight buffer with a 0.12 inch outer diameter PVC jacket
2) Have fiber optic connectors attached on both ends
3) Be at least 6 feet in length
4) Have manufacturer's part number on the jacket

Duplex patch cords shall be of round cable structure, and not have zip-cord structure.

All metal components of the fiber optic cable system shall be corrosion resistant.

All connectors shall be factory-installed and tested. Connectors shall be:
1) 0.1-inch ceramic ferrule pre-radiused type
2) Capped when not used

Couplers shall be made of the same material as the connector's housing and have ceramic sleeves.

Single mode fiber optic connectors shall have a yellow strain relief boot or a yellow base.

9-2.2 Installation

9-2.2.1 Fiber Optic Cable

Perform the optical time-domain reflectometer test:
1) On the fiber optic cable upon its arrival to the job site and before its installation. Complete the Cable Verification Worksheet. Do not install the fiber optic cable until the Engineer's written approval is received.
2) After the fiber optic cable segments have been pulled but before breakout and termination. Complete the Segment Verification Worksheet.
3) Once the passive cabling system has been installed and is ready for activation. If the measured individual fusion splice losses exceed -0.30 dB, re-splice and retest. At the conclusion of the OTDR test, perform the power meter and light source test. If the measured link loss exceeds the calculated link loss, replace the unsatisfactory cable segments or splices and retest. Complete the Link Loss Budget Worksheet.

Submit optical time-domain reflectometer data files for each test in a Microsoft Excel format.

Test results shall be provided to the City within seven (7) days of each test. A summary sheet shall be provided with the submittal of test results that identifies each cable segment and specific fiber, length, attenuation per kilometer, the number of point losses in excess of 0.1 dB, total measured link loss and calculated link loss budget.

Conduct bi-directional tests on each cable reel before installation. The measured attenuation for each individual fiber or fiber string shall be equal to or less than 0.7 dB.

The Contractor shall replace or repair any fiber optic cables, splices, pigtails, and patch cords that exceed the calculated link loss budget at own cost. The Contractor are not responsible for correcting existing splices or terminations present before construction.

During testing of the intelligent transportation system, the Contractor shall replace or repair any fiber optic cables, splices, pigtails, and patch cords until the circuit is accepted.

When using mechanical aids to install fiber optic cable:
1) Maintain a cable bend radius at least twenty times the outside diameter of the cable
2) Use cable grips having a ball bearing swivel
3) Use a pulling force on a cable not exceed 500 pound-foot or manufacturer’s recommended pulling tension, whichever is less

When installing the cable using the air blown method, the cable shall withstand a static air pressure of 110 psi.

Lubricate the cable using a lubricant recommended by the cable manufacturer.

Install fiber optic cable without splices except where shown.

Install the cable within bend radius and tensile strength limits specified in the manufacturer's data sheets. Check all conduit fittings to ensure the cable will not make any sharp bends or press against any sharp corners.

Cable Slack Requirements

Location	Minimum Slack (feet)
Cabinet	5
Pull box	25
24”x36” Pull box	50

Install tracer wires in the fiber optic conduits as shown. Provide a minimum 5 feet of slack tracer wire in each pull box and vault from each direction. The Contractor may splice tracer wire at intervals of not less than 500 feet and only inside pull boxes.

Apply a non-hygroscopic filling compound to fiber optic cable openings.

Install strain relief for fiber optic cable entering a fiber optic closure.

Identify fibers and cables by direct labeling, metal tags, or bands fastened in such a way that they will not move. Use mechanical methods for labeling.

Place labels on the cables at the entrance and exit of splice closures and fiber distribution units.

Lace fiber optic cable inside controller cabinets and secure the cable to the cage.

9-2.2.2 Fiber Optic Patch Cord

Install patch cords in fiber distribution units. Permanently label each cord and each connector in the panel with the system as shown.

9-2.2.3 Fiber Optic Splices

Fiber optic slices shall only be at locations identified on the Plans and approved by the Engineer or their designee. All splices shall be protected and stored in splice trays stowed and protected in splice closures or fiber distribution units.

Use fusion splicing for fiber optic cables.

Splice single-buffer tube cable to multi-buffer tube cable using the mid-span access method under manufacturer's instructions. Any mid-span access splice or FDU termination shall involve only those fibers being spliced as shown.

Place fiber splices in the splice closures installed in the pull boxes.

9-3 Fiber Distribution Unit

9-3.1 Material

The fiber distribution unit consists of a housing, connector panel, and pigtails. A pigtail shall:

1) Be a simplex single mode fiber in a 900 µm tight buffer with a 0.12 inch outer diameter

PVC jacket
2) Have a fiber optic connector attached on one end and bare fiber on the other end
3) Be at least 3 feet in length
4) Have the manufacturer's part number on the jacket

Pigtails shall be single-fiber or ribbon type.

The fiber distribution unit housing and connector panel shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

9-3.2 Installation

Splice incoming fiber optic cable strands to fiber distribution unit pigtails.

Do not apply stress on the fiber when located in its final position.

9-4 Fiber Splice Closure

9-4.1 Material

The fiber splice closure shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

9-4.2 Installation

Maintain an equal amount of slack on each side of the splice closure.

Secure the fiber optic splices in splice tray. Secure the splice trays to the inner closure.

Label cables and buffer tubes.

Do not seal fiber splice closure until authorized and the power meter and light source test is performed. Seal the closure under manufacturer's instructions.

Visually inspect the closure. If bubbles are present, identify the locations where the bubbles are present, take corrective actions and repeat the flash test until no bubbles are present.

9-5 Pan-Tilt-Zoom Camera

The pan-tilt-zoom camera shall be on the Qualified Products List per Special Provisions SP2 Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

9-6 Signal Interconnect Cable

A signal interconnect cable shall be a 12-pair type with stranded, tinned, copper no. 19 conductors, unless otherwise shown on the Plans.

The cable jacket shall be black HDPE rated for a minimum of 300 V(ac) and 60 degrees C. The jacket shall have a minimum nominal wall thickness of 40 mils.

The cable shall comply with RUS Bulletin 1735F-205 (PE-39).

9-7 Video Encoder

9-7.1 Material

The video encoder shall be on the Qualified Products List per Special Provisions SP2

Subsection 2 “TRAFFIC SIGNAL MATERIALS”.

9-7.2 Installation

Securely mount the video encoder to the DIN rail, unless otherwise directed by the Engineer or their designee.

Connect the video encoder power supply to the power distribution strip.

10 TRAFFIC SIGNAL CONSTRUCTION, RELOCATION, OR REMOVALS

10-1 General

The Contractor shall furnish all tools, equipment, materials, supplies, and manufacture articles, and shall perform all operations necessary to construct the traffic signal system, with appurtenant signing and striping, complete and operational as shown on the Plans and as specified in these Special Provisions.

10-2 Traffic Signal Installation

Contractor shall not erect posts, poles, or standards until the concrete foundation has cured for at least 7 days. All standards shall be erected and installed within six weeks of commencing excavation.

Install signal standards in accordance with 2018 Caltrans Standard Plan ES-7M.

Install signal standards with the handhole on the downstream side of the pole in relation to traffic.

The end of any signal mast arm tenon not to be used shall be covered by an approved galvanized steel cap.

Provide 2 nuts and washers for the upper threaded part of each anchor bolt. Provide 3 nuts and washers for each anchor bar or stud.

Do not weld HS steel used for anchor bolts, anchor bars, or studs.

Plumb or rake by adjusting the leveling nuts before tightening nuts. Do not use shims or similar devices. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made and each post, standard, and pedestal on the structure is properly positioned, tighten nuts as follows:

1) Tighten leveling nuts and top nuts, following a crisscross pattern, until bearing surfaces of all nuts, washers, and base plates are in firm contact.
2) Use an indelible marker to mark the top nuts and base plate with lines showing relative alignment of the nut to the base plate.
3) Tighten top nuts, following a crisscross pattern, an additional 1/6th of a turn.

Ground standards with a handhole by attaching a bonding jumper from the bolt or lug inside the standard to a metal conduit or to the grounding wire in the adjacent pull box. The bonding jumper shall be visible when the handhole cover is removed.

Ground standards without a handhole or standards with a slip base by attaching a bonding jumper to all anchor bolts using ground clamps and connecting it to a metal conduit or to the grounding wire in the adjacent pull box. The bonding jumper shall be visible after mortar has been placed on the foundation.

10-3 Traffic Signal Relocation

If an existing standard is ordered to be relocated or reused, Contractor shall remove large dents, straighten shafts, and replace parts that are in poor condition. Contractor shall furnish anchor bolts or bars, nuts, bolts, and washers required for relocating or reusing signal standard. If a standard or mast arm is relocated, Contractor shall furnish:

1) New bolts, nuts, cap screws, and washers
2) New keeper plate, if the standard has a slip base

For relocated standards, Contractor shall construct new foundations and furnish anchor bolts of the proper type and size.

Holes left in the shaft of an existing standard due to the removal of equipment or mast arm shall be sealed by fastening a galvanized steel disk to cover the hole. Fasten using a single central galvanized steel fastener. Seal edges of the disk and hole with a polysulfide or polyurethane sealing compound complying with ASTM C 920, Type S, Grade NS, Class 25, Use O.

10-4 Traffic Signal Removals

A foundation shall be completely removed if not shown to be reused or abandoned. Dispose of foundations that are removed. Backfill the resulting hole with one sack slurry.

If a foundation is shown to be abandoned, Contractor shall remove the top of the foundation, cut anchor bolts, and conduits to a minimum depth of 0.5 foot below the sidewalk surface or original ground. Backfill the resulting hole with one sack slurry.

11 TEMPORARY ELECTRICAL SYSTEMS

Temporary signal standards shall be in accordance with Los Angeles Department of Transportation Standard Plan S-57.2B and S-57.2D. Temporary signal standards shall be installed to maintain signal face field of view standards in the California MUTCD.

Temporary signal cabinets shall be in accordance with Los Angeles Department of Transportation Standard Plan S-57.3.

12 REMOVING, REINSTALLING, OR SALVAGING ELECTRICAL EQUIPMENT

12-1 Remove

The Contractor may abandon unused underground conduit after pulling out all conductors and removing conduit terminations from the pull boxes.

If standards are to be removed, remove:

1) All components
2) Mast arms from the standards
3) Luminaires, signal heads, and signal mounting assemblies from the standards and mast arms
4) Concrete foundation complete

12-2 Reinstall

If the existing material is unsatisfactory for reuse and the Engineer orders the Contractor to replace it with new material, replacing the existing material with new material is change order work.

If the removed electrical equipment is to be reinstalled, the Contractor shall, at his expense, supply all materials and equipment, including anchor bolts, nuts, washers, wiring, concrete foundation, signal mounting assemblies per Special Provisions SP2 Subsection 8:TRAFFIC SIGNALS, and all other materials needed to complete the new installation.

All removed equipment and traffic signal standards, including old signal standards, non-ADA compliant pedestrian pushbuttons, non LED pedestrian and vehicle heads, shall be reviewed by the Engineer or their designee to identify the equipment to be salvaged.

12-3 Salvage

All items to be salvaged shall be delivered, at the Contractor's expense, to the following address:

Burbank Traffic Signal Shop
124 S. Lake St., Burbank CA 91502.

Contractor shall notify the Engineer at least 24 hours prior to delivery unless otherwise directed by the Engineer.

All other equipment and standards not to be salvaged shall become the Contractor property, unless otherwise shown on the Plans. The Contractor shall provide all labor, equipment, and materials necessary to remove, salvage, transport, and dispose of equipment not reused.

12-4 Payment

Payment for delivery of salvage equipment to the City Yard shall be considered as part of the lump sum Bid price for each traffic signal and no additional compensation will be allowed.

Payment for disposal of old material or equipment as indicated per plan shall be considered as part of the lump sum Bid price for each traffic signal and no additional compensation will be allowed.

13 MAINTAINING EXISTING TRAFFIC SIGNAL SYSTEMS

13-1 General

The contractor shall keep the traffic signal system in operations at all times during construction except for the traffic signal system turn-on and shutdowns for switchover of equipment. The traffic signal system consists of but not limited to the traffic signal controller, signal gears (vehicle and pedestrian indications, pedestrian push buttons, APS), lighting system, twisted pair interconnect cables, fiber optic cables, Railroad Pre-emption Systems, CCTV and/or Video Imaging Detection Systems, and Wireless Communication System. The Contractor is required to maintain these systems in working condition during construction by providing temporary wiring, splicing, relocating or any other necessary action. Existing lighting systems shall be functional and working by nightfall.

At the end of each working day, the Contractor shall thoroughly inspect the existing traffic signal system to ensure that all equipment is intact and functional. The Contractor shall notify the Engineer immediately if an existing facility is damaged by the Contractor activities and shall make every attempt to repair the damaged equipment immediately. The Contractor shall not leave the job site until the said damage has been repaired, restored to normal operation, and inspected by the Engineer.

If a traffic detector shall be disconnected for longer than 48 hours, provide a temporary detection system. Obtain the Engineer's authorization for the type of temporary system and its installation method.

Obtain authorization at least 72 hours before interrupting communication between an existing system and the traffic management center.

The contractor shall be responsible for any additional temporary wiring to keep the traffic signal system in operation, which may be required on a day-to-day basis due to the construction.

13-2 Damage Repair

Damaged lighting systems and signal gears (vehicle and pedestrian indications, pedestrian push buttons, and APS) shall be repaired or replaced on the same day of the damage before nightfall. If the system cannot be fixed by nightfall, provide a temporary system until the system can be fixed.

If the Engineer notifies the Contractor that an existing traffic signal systems is not fully operational due to the Contractor activities, repair or replace the system within 72 hours. If the system cannot be fixed within 72 hours or it is located on a structure, provide a temporary system within 24 hours until the system can be fixed. Perform a functional test of the system in the presence of the Engineer. If the Contractor fail to perform the necessary repair or replacement work, the Department may perform the repair or replacement work and deduct the cost.

Contractor shall replace damaged loop detectors within 72 hours, or the Department replaces them and deducts the cost from progress payment.

If the Contractor damage an existing fiber optic cable, install a new cable such that the length of cable slack is the same as before the damage, measured from an original splice point or termination. All splices shall be made using the fusion method.

14 TESTING

14-1 General

Contact the Engineer to schedule an inspection of traffic signal work at least 10 Working Days prior to testing. The inspector shall ensure all work is satisfactory and ready for testing.

14-2 Conductor Test

Before starting operation of the traffic signal system, perform a conductor test in the presence of the Engineer or their designee. Conductor test consists of testing each conductor and the conductors in cables for:

1) Continuity
2) Grounds
3) Insulation resistance at 500 V(dc) between the circuit and ground. The insulation resistance shall be a minimum of 10 MΩ on circuits, except it shall be a minimum of 100 MΩ for inductive loop detector circuits.

Test loops and the detector cable circuits for continuity, ground, and insulation resistance at the controller cabinet before connecting detector lead-in cable to the terminal block. The loop circuit resistance shall not exceed 0.5 ohms plus 0.35 ohms per 100 feet of detector lead-in cable or loop multi-pair cable.

14-3 Bonding and Grounding Test

Demonstrate that all metal components are bonded to form a continuous grounded system as specified in NEC.

14-4 Operational Test

An operational test consists of positioning new and existing signal heads, removal of poles blocking fields of view, signal system turn-on, and final adjustment of signal heads. In addition, detection may be placed on recall while corrections or additional work is completed.

Before starting the operational test for systems that impact traffic, the system shall be ready for operation, and all signs, striping, and markings shall be in place at that location. If striping and markings are not ready, temporary traffic control shall be installed for the proposed operation.

Start the operational test of the system on any day except Friday, Saturday, Sunday or the day before a holiday. The operational test for signals shall start from 9:00 a.m. to 3:00 p.m. Notify the Engineer or their designee a minimum of 72 hours before starting the test.

The operational test shall be a minimum of 5 Working Days of continuous, satisfactory operation of the system. A shutdown of the system caused by a power interruption does not constitute discontinuity of the test.

15 NEW SIGNAL/NEW TRAFFIC PATTERN PUBLIC NOTIFICATION

15-1 Safety Flags

Hi-vis orange safety flags (18”x18”) shall be mounted on the signal mast arm of each approach of new traffic signal or new traffic pattern.

15-2 Advance Warning Signs

On Collectors and local streets, the Contractor shall provide “NEW TRAFFIC PATTERN AHEAD” warning signs (36”x36”) upstream of the intersection.

15-3 Changeable Message Signs (CMS)

On Secondary and Major corridors, the Contractor shall provide trailer mounted CMS for each approach as directed by the Engineer. Said signs shall display the following message for 7 calendar days after a signal turn-on:

NEW TRAFFIC SIGNAL AHEAD, or
NEW TRAFFIC PATTERN AHEAD

15-4 Payment

Payment for deployment of hi-vis safety flags, warning signs, and CMS shall be considered as included in the lump sum Bid price for each traffic signal and no additional compensation will be allowed therefor unless otherwise specified in the Contract Documents.

16 TRAFFIC SIGNAL ACTIVATION (TURN-ON)

16-1 General

All permanent striping, pavement markings, and signing shall be in place prior to beginning of the Functional Test Period for any new or modified traffic signal system. The Contractor shall complete all sandblasting, striping, pavement markings, and roadside signing installations and modifications shown on the Plans prior to beginning the Functional Test Period.

16-2 Technical Support

The Contractor shall be responsible for coordinating all details concerning the turn-on of the

traffic signal including scheduling of technical support for each traffic signal component. The Contractor, tech support or representative for the manufacturer of each of the Contractor furnished and City furnished traffic signal component, Public Works Inspector, City Signal Maintenance Technician, and the Engineer shall be at the intersection for the signal turn-on. The Contractor shall at his own expense, arrange to have a technician, qualified to work on the equipment listed below and employed by the equipment manufacturer, or his representative, present at the time the equipment is turned on:

- Traffic signal controller and cabinet assembly
- Video detection equipment (if applicable)
- BBS (if applicable)

16-3 Work Schedule

Traffic signal system turn-on and shutdowns for switchover of equipment, if applicable, shall occur between the hours of 8:30am-3:30pm, Tuesday through Thursday only and not prior to a holiday weekend. Signal turn-on on Monday or Friday is not allowed unless approved by the Engineer. All components furnished for the desired operation shall be installed, tested, and fully functional prior to signal turn-on.

16-4 Traffic Control

During traffic system shutdowns for switchover of equipment, the Contractor shall follow all traffic control standards and requirements as specified in Special Provisions SP1 Subsection 15: TRAFFIC CONTROL, PUBLIC CONVENIENCE, AND SAFETY. In addition, Contractor shall furnish advance warning signs including but not limited to changeable message signs, “ROAD WORK AHEAD”, “STOP AHEAD” and “STOP” signs during any shutdown period. Contractor shall place one “STOP” sign for each travel lane and left/right turn lane. There should be a minimum of two "STOP AHEAD" signs and two "STOP" signs for each direction of traffic. Sign sizes shall be 30” minimum. Locations of the signs shall be as directed by the Engineer. The Engineer and the Inspector shall be notified at least 5 Working Days before the intended shutdowns.

If deemed necessary by the Engineer, the Contractor shall provide traffic control personnel to direct traffic at the intersection during signal shutdown period. The said traffic control personnel shall be trained and licensed to perform intersection traffic control service.

16-5 Payment

Payment for traffic signal turn-on shall include but not limited to furnishing and installation of all standards, equipment, hardware and software components, wiring, inspection, scheduling tech supports for the manufacturer of each traffic signal component, and testing, complete in place and operational. Payment shall be considered as included in the lump sum Bid price for each traffic signal and no additional compensation will be allowed therefor unless otherwise specified in the Contract Documents.

EXHIBIT C

SUBCONTRACTORS LIST

Contractor shall provide name and location of business for all tiered subcontractors who will perform work or labor in support of the Public Improvements. Contractor shall verify that all subcontractors listed have a current Contractor State License Board (CSLB) license and are currently registered with the Department of Industrial Relations (DIR).

Name of Subcontractor & Business Location	Division and/or Scope of the Work	Portion of Work to be done by Subcontractor (Cost & Percentage)	License Class and Number	DIR Registration Number
R&R Electric 2803 Carlsbad Redondo Beach, Ca 902078	33 or 16000 Electrical Rough in and install new light Poles and Lights	$134,000 53%	472711 C10	1000058096
JT Site Services 615 N Benson Ave Suite D Upland, Ca 91786	32 or 02100 New Sidewalk/ramp, Concrete bases, Asphalt patching & stripping	$110,423 47%	992829 A & B	1000048468

EXHIBIT D

CONTRACTOR IIPP CERTIFICATION

This Form MUST be Returned with the signed Contract.

The undersigned certifies that it has in place an **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. (Note: If you believe that you are exempt from the state mandate, on a separate sheet please explain why you are exempt.)

The undersigned further certifies that its IIPP is in written form and includes, at a minimum, the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program and the name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices:
   a) whenever new substances, processes, procedures or equipment is introduced into the workplace and represents a new hazard; and
   b) whenever the Contractor is made aware of a new or previously unrecognized hazard.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard:
   a) when observed or discovered; and
   b) when an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, remove all exposed personnel from the area except those necessary to correct the existing condition. Employees necessary to correct hazardous conditions shall be provided with the necessary safeguards.

4. The Contractors occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment:
   a) to all new employees;
   b) to all employees given new job assignments for which training has not been previously received;
   c) whenever new substance, processes, procedures or equipment are introduced into the Project and represent a new hazard;
   d) whenever the employer is made aware of a new or previously unrecognized hazard; and
   e) for supervisors to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed.

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the Job Site without fear of reprisal.

   Substantial compliance with this provision includes meetings, training programs, postings, written communications, a system of anonymous notification by employees about hazards, labor/management safety and health committees, or any other means that ensures communication

with employees.

6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.9.

8. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection, training documentation, included but not limited to, inspection checklist and training documentation form.

9. The Contractor shall include procedures to investigate occupational injury or occupational illness.

10. For construction projects the Contractor shall adopt a written code of safe practices that specifically relates to the employer's operations. Tailgate meetings shall be held at least every ten (10) working days with employees and subcontractors.

11. A pre-job meeting may be required with the Safety Officer prior to the job start date.

The foregoing is made herein are made under penalty of perjury.

FULL AND CORRECT NAME

COMPANY NAME: _____

_____

SIGNED: _____ DATE: _____

_____

PRINT NAME: _____ TITLE: _____

_____

ADDRESS: _____

_____

_____

_____

TELEPHONE NUMBER: (_____) _____ FAX NUMBER: (_____) _____

_____

The City reserves the right to review the IIPP and to inspect the Job Site while the work is in progress for safety and health requirements, per current Federal or State/OSHA regulations, provided that such inspection shall be conditioned upon the City providing at least twenty-four (24) hours' advance written notice to Contractor of such inspection, Contractor's representative accompanying the City at all times during such inspection, and the City complying with all safety requirements of Contractor, its third-party contractor and any subcontractor at all times during such inspection. Any violations discovered shall immediately be corrected by the Contractor at

its sole expense or the City shall correct such violations and deduct the expenses from monies due the Contractor.

EXHIBIT E

WORKERS' COMPENSATION CERTIFICATION

To be executed by Contractor's third-party contractor and Submitted with Signed Agreement.

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: _____

SIGNED: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT F

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we, _____ as "Principal," and _____ as "Surety," are held and firmly bound to the City of Burbank ("City") in the sum of _____

_____

___ **Dollars ($_____),** lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed **Entry and Construction Agreement with the City of Burbank dated _____, 2025, for the construction of various public improvements,** and to which reference is hereby made for all particulars ("Contract"), under which the Principal is required to perform certain work ("Work") and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Principal as Contractor under said Contract fails to perform all of the covenants, terms, conditions and stipulations of said Contract on its part to be done and performed at the times and in the manner specified therein, or if all materials used and workmanship employed in the performance of the Contract shall not be free from defects, or if any defects should appear therein within a period of one year from the date of acceptance by the City, and the said Principal and Contractor shall fail to repair, replace and correct such defects at his or its own cost and expense and to the satisfaction of the City Engineer within thirty (30) days after notice thereof by the City, said Surety will pay the City of Burbank the amount of all its loss, cost, expense, damages and liability on account of any and all of the foregoing, not exceeding, however, the sum set forth above, and in case suit is brought upon this bond said Surety shall also pay a reasonable attorney's fee to be fixed by the court.

The said Principal and Surety agree that any change, extension of time, alterations or additions to said Contract or Work or materials required thereunder shall not in any manner release either the Principal or the Surety from the obligations of this bond; and said Surety hereby waives notice of any such change, extension of time, alteration or

additions to said Contract or performance required thereunder.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this _____ day of _____, 20___.

_____
Surety

_____
Principal

By_____

By_____

_____
Print Name/Title

_____
Print Name/Title

_____
Address

_____

(_____)_____
Telephone Number

(_____)_____
Fax Number

APPROVED AS TO FORM this ____ day of _____, 20___.
Office of the City Attorney

By: _____

Name: _____

Title: _____

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

EXHIBIT G

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as "Principal," and _____ as "Surety," are held and firmly bound unto City of Burbank ("City") in the sum of _____ Dollars ($_____), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed **Entry and Construction Agreement with the City of Burbank dated _____, 2025, for the construction of various public improvements**, and to which reference is hereby made for all particulars ("Contract"), under which the Principal is required to perform certain work ("Work") and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Principal as Contractor, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the Work contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Principal or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Principal or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this _____ day of _____, 20_____.

_____
Surety

_____
Principal

By:_____

By: _____

_____
Print Name/Title

_____
Print Name/Title

_____
Address

_____

(_____)_____
Telephone Number

(_____)_____
FAX Telephone Number

APPROVED AS TO FORM this ____ day of _____, 20___.
Office of the City Attorney

By: _____

Name: _____

Title: _____

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

RESOLUTION NO. 26-29,714

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AN ENTRY AND CONSTRUCTION AGREEMENT WITH BURBANK EMPIRE CENTER, LLC TO CONSTRUCT PUBLIC SIDEWALK IMPROVEMENTS NEAR EMPIRE INTERCHANGE AND DISPENSING WITH COMPETITIVE BIDDING

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Empire Interchange Project was a regional transportation project completed by Caltrans, Metro, and the City of Burbank ("City") in 2023 to construct a new interchange with Interstate 5 at Empire Avenue, along with constructing two elevated railroad grade separations, reconstructing the Burbank Boulevard interchange, and constructing high-occupancy vehicle lanes and other freeway improvements.

B. During construction of the Empire Interchange Project, certain public and private property adjacent to the project was demolished and restoration was delayed while the City, Caltrans, and the private property owner (Burbank Empire Center, LLC ("BEC")), negotiated how to restore the public and private improvements near the Empire Interchange Project. The parties finalized the plans for the restoration work, which includes construction of certain public and private improvements on portions of City-owned property.

C. The public improvements include public sidewalk and several lighting improvements that will be owned and maintained by the City (collectively, "Public Improvements.")

D. BEC plans to construct the private improvements, which consist of a retaining wall, lighting improvements, private outdoor patio improvements, landscaping, garden walls, and related grading, (collectively, "Private Improvements") immediately adjacent to the Public Improvements.

E. In recognition of the fact that a majority of the restoration work arises out of Caltrans' Empire Interchange Project, Caltrans is paying for a majority of the construction costs to fund the Public Improvements pursuant to a separate settlement agreement. Under the settlement agreement, Caltrans will pay $403,854 and the City will pay the remaining $96,257 for construction of the Public Improvements.

F. To ensure consistent design and construction quality, as well as overall construction efficiency and cost control, the City desires to hire BEC to construct the Public Improvements as part of the overall restoration work.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Pursuant to Charter Section 1205 and Burbank Municipal Code Section 2-2-116(K), the City Council hereby waives competitive bidding for the construction of the Public Improvements, finding it is in the best interest of the City to directly engage Burbank Empire Center, LLC ("BEC") to construct the Public Improvements as part of the overall restoration work arising out of the Empire Interchange Project.

2. The Entry and Construction Agreement between the City and BEC ("Contract"), for the construction of the Public Improvements is hereby approved. The City Manager, or the City Manager's designee, is authorized to execute the Contract on behalf of the City and approve and execute any amendments or extensions thereto, but only to the extent that applicable funds are available and budgeted for the Public Improvements. A complete copy of the Contract is on file in the City Council Office.

3. The total City budget for the construction of the Public Improvements shall be $146,257.00, which includes a $50,000.00 construction contingency (equal to approximately 10 percent of the total construction cost for the Public Improvements).

4. The City Council hereby delegates authority to the Public Works Director, or his designee, to review, and in his discretion, to approve, the final plans and specifications for the Public Improvements.

5. The Public Improvements were evaluated under the Mitigated Negative Declarations/Findings of No Significant Impact issued in 2000 and 2002 in accordance with the California Environmental Quality Act ("CEQA") for the Empire Avenue Interchange Project, including the environmental re-evaluations conducted in 2005 and 2008. Construction of the Public Improvements does not require any subsequent or supplemental CEQA review pursuant to CEQA Guidelines Sections 15162 and 15163. The Public Improvements i) do not propose substantial changes that results in new significant environmental effects, nor a substantial increase in the severity of previously identified significant effects; and ii) there have not been substantial changes with respect to the circumstances under which the project is undertaken which will require major revisions of the previous Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and further, iii) no new information of substantial importance has surfaced since the approval of the Mitigated-Negative Declaration, which was not known at the time of that CEQA approval, which adds or contributes to significant effects or significantly affects prior mitigation measures. Therefore, the City Council determines that no further CEQA documentation is required.

PASSED and ADOPTED this 16th day of June 2026.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form
Office of the City Attorney

Attest:

s/Linda Thai
Linda Thai, Assistant City Clerk

By: s/Lisa Kurihara
Lisa Kurihara
Senior Assistant City Attorney

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

I, Linda Thai, Assistant City Clerk, 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 16th day of June 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Mullins.

s/Linda Thai
Linda Thai, Assistant City Clerk

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Maribel Leyland, Assistant Community Development Director
Kasey Lee, Housing Development Manager
BY: Sinai Gonzalez, Administrative Analyst I

SUBJECT: Adoption of a Resolution Approving the Fiscal Year 2026-27 Measure A Subrecipient Agreement Between the Burbank-Glendale-Pasadena Regional Housing Trust and the City of Burbank to Receive Measure A Funds and Authorize the City Manager or His Designee to Execute the Agreement and Any Future Amendments

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RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE FISCAL YEAR 2026-27 MEASURE A SUBRECIPIENT AGREEMENT BETWEEN THE BURBANK-GLENDALE-PASADENA REGIONAL HOUSING TRUST AND THE CITY OF BURBANK TO RECEIVE MEASURE A FUNDS AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ANY FUTURE AMENDMENTS (Attachment 1).

EXECUTIVE SUMMARY

The proposed Measure A Subrecipient Agreement (Agreement) (Attachment 2) between the Burbank-Glendale-Pasadena Regional Housing Trust (Trust) and the City of Burbank will allow the City to receive and administer new Measure A funding allocated through the Los Angeles County Affordable Housing Solutions Agency (LACAHSA). These funds may be used for eligible housing and homelessness-related activities, including the production and preservation of affordable housing, renter protections, homelessness prevention programs, and technical assistance activities. The Agreement establishes the terms and conditions for administering the funds and serves as an administrative action necessary

to receive Measure A funding. It does not determine how the funds will be expended, as Council has previously provided direction regarding their use.

Staff recommends that the City Council approve the proposed Agreement and authorize the City Manager, or designee, to execute the Agreement and any future amendments.

BACKGROUND

The Burbank-Glendale-Pasadena Regional Housing Trust (Trust) is a Joint Powers Authority (JPA) established pursuant to Section 6500 et seq. of the California Government Code, including Section 6539.8, which authorizes local jurisdictions to form regional housing trusts. The Trust was created to facilitate the development and preservation of housing opportunities for individuals and families experiencing homelessness, as well as households with extremely low-, very low-, low-, and moderate-incomes within the tri-city region. The cities of Burbank, Glendale, and Pasadena approved the Joint Powers Agreement establishing the Trust on February 28, 2023, March 28, 2023, and March 27, 2023, respectively.

In 2017, Los Angeles County voters approved Measure H, which established a one-quarter cent sales tax to fund homeless services, housing, and prevention programs throughout the region. In November 2024, voters approved Measure A, which repealed and replaced Measure H and increased the sales tax from one-quarter cent to one-half cent. Measure H concluded on June 30, 2025, and Measure A became effective on July 1, 2025.

Under Measure A, the City will continue to receive Local Solutions Fund allocations previously provided under Measure H. In addition, Measure A established a new funding allocation to LACAHSA to support affordable housing development and homeless prevention programs countywide. Pursuant to Measure A expenditure requirements, 35.75% of Measure A revenues are allocated to LACAHSA, of which 70% must be distributed to eligible jurisdictions.

At the April 7, 2026, City Council meeting, staff presented an overview of eligible activities for LACAHSA Measure A funding, including potential programs and services. Following discussion, Council approved several proposed programs (listed in chart below), and staff included these programs in the Fiscal Year FY 2026-27 Adopted Budget. These programs only account for a portion of the LACAHSA funding the City will receive. Staff will return to Council at a later date with a proposed spending plan for the remaining available funds.

The cities of Burbank, Glendale and Pasadena are eligible jurisdictions that receive LACAHSA funding. The Trust will administer the funds on behalf of the cities of Burbank and Pasadena. As a Continuum of Care, the City of Glendale will receive a direct allocation. To facilitate the distribution and administration of these funds, the Trust

entered into a funding agreement with LACAHSA (Attachment 3), and the City will need to enter into a subrecipient agreement with the Trust (Attachment 2). This report summarizes the terms of the needed Subrecipient Agreement that will authorize the City to receive and administer Measure A funds allocated through the Trust for eligible housing and homelessness-related activities.

DISCUSSION

The Agreement between the City and the Trust establishes the terms and conditions governing the receipt, administration, reporting, and expenditure of Measure A funds allocated to the City through the Trust. Funds received under the agreement may be used for eligible activities consistent with Measure A expenditure requirements, including the production and preservation of affordable housing, renter protections and homelessness prevention programs, and technical assistance activities related to housing and homelessness initiatives as presented to Council on April 7, 2026.

Spending Plan Breakdown

The Agreement outlines provisions related to the oversight and administration of the funds but does not require details regarding specific programs or projects. Details are determined at the discretion of the Council within the parameters of the LACAHSA requirements. After discussion during the City Council meeting on April 7, 2026, Council provided direction to fund existing programs utilizing General Fund monies to Measure A, and approved a new program during the Fiscal Year FY 2026-27 budget process.

The chart below shows the spending plan direction by the City Council as incorporated into the FY 2026–27 budget.

Program	Administering Agency	Budget
Housing Rights Center Contract	Housing Rights Center	$ 75,000
Lifting People Up Program	Home Again Los Angeles	$ 50,000
Low-Income Legal Grants	Home Again Los Angeles	$ 50,000
Rent and Utility Assistance	City	$ 70,000
Enhanced Renter Relocation Program	Home Again Los Angeles	$ 330,000
Administration	City	$ 317,726
	TOTAL	$ 892,726

The approval of the Agreement will allow staff to request and receive funding and begin the administration of the above programs. Future annual funding allocations are based on sales tax revenue and have therefore not yet been determined. Staff will return to Council through the annual budget process, or as otherwise necessary, to accept and appropriate future funding allocations.

Staff recommends the Council authorize the City Manager, or designee, to execute the Agreement, and future amendments to the agreement, as necessary, to administer the program and implement funding requirements. This authorization is strictly related to the execution of the Agreement and does not include specific project or program budgets or programming.

ENVIRONMENTAL REVIEW

This Agreement has no potential for resulting in a direct or reasonably foreseeable indirect physical change to the environment and falls outside the definition of a "project" under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review pursuant to § 15378 of Title 14 of the California Code of Regulations (CEQA Guidelines).

FISCAL IMPACT

Approval of the Resolution authorizing the FY 2026-27 Measure A Subrecipient Agreement between the Trust and the City will have no direct fiscal impact on the City's General Fund. Approval of the Agreement allows staff to request and receive funding from the Trust. Future annual funding allocations have not yet been determined but will be presented to City Council through the annual budget process, or as otherwise necessary, for acceptance and appropriation in the applicable FY in which the revenues are received.

CONCLUSION

The proposed Subrecipient Agreement between the Burbank-Glendale-Pasadena Regional Housing Trust and the City of Burbank will allow the City to receive and administer new Measure A funding from LACAHSA. These new funds will support eligible activities including the production and preservation of affordable housing, homelessness prevention efforts, renter protection programs, and technical assistance activities related to housing and homelessness initiatives. Approval of the Agreement is necessary for the City to receive its Measure A allocation for FY 2025-26 and 2026-27. Accordingly, staff recommends that Council approve the proposed Agreement and authorize the City Manager, or designee, to execute the agreement and any future amendments necessary to administer the program.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Subrecipient Agreement Between the City and Trust
Attachment 3 – Memorandum of Understanding Between Trust and LACAHSA, and Amendment

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE FISCAL YEAR 2026-27 MEASURE A SUBRECIPIENT AGREEMENT BETWEEN THE BURBANK-GLENDALE-PASADENA REGIONAL HOUSING TRUST AND THE CITY OF BURBANK TO RECEIVE MEASURE A FUNDS AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ANY FUTURE AMENDMENTS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank-Glendale-Pasadena Regional Housing Trust (Trust) is a Joint Powers Authority established pursuant to Section 6500 et seq. of the California Government Code, including Section 6539.9, which authorizes local jurisdictions to form regional housing trusts for the purpose of supporting affordable housing and homelessness-related programs and services.

B. In November 2024, Los Angeles County voters approved Measure A, which repealed and replaced Measure H and established a one-half cent sales tax to fund affordable housing, homelessness prevention, and homeless services programs throughout Los Angeles County.

C. Measure A allocates funding to Los Angeles County Affordable Housing Solutions Agency (LACAHSA) to support affordable housing development and homelessness prevention programs countywide and requires LACAHSA to distribute a portion of those funds to eligible jurisdictions.

D. The City of Burbank and the City of Pasadena will receive LACAHSA administer Measure A funding through the Trust pursuant to a funding agreement between the Trust and LACAHSA.

E. The City of Burbank desires to enter into a Fiscal Year 2026-27 Measure A Subrecipient Agreement with the Trust in order to receive and administer Measure A funding for eligible housing and homelessness-related activities, including affordable housing production and preservation, renter protections, homelessness prevention programs, and technical assistance activities.

F. Approval of the Subrecipient Agreement is necessary for the City to receive its Measure A allocation for Fiscal Year 2026-27 and future fiscal year allocations.

G. This Agreement has no potential for resulting in a direct or reasonably foreseeable indirect physical change to the environment and falls outside the definition of a “project” under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review pursuant to § 15378 of Title 14 of the California Code of

Regulations (CEQA Guidelines).

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City Council has reviewed the Memorandum of Understanding and hereby approves the Fiscal Year 2026-27 Measure A Subrecipient Agreement between the Trust and the City to receive and administer Measure A funding. The City Manager, or his designee is authorized to execute the Agreement and or any minor future amendments, subject to review and approval by the City Attorney's Office, on behalf of the City.

2. The City Manager, or his designee, is authorized to accept Measure A funding allocated to the City pursuant to the Subrecipient Agreement and take any necessary action to effectuate the receiving and appropriating of these grant funds.

3. Funding received pursuant to the Agreement shall be appropriated in the applicable fiscal year in which the revenues are received. Future funding allocations will be presented to City Council through the annual budget process, or as otherwise necessary, for acceptance and appropriation.

4. The Financial Services Director, or their designee, is authorized to make any revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the appropriations specified in this resolution.

PASSED and ADOPTED this __ day of June 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

By: _____
Ray Johal
Senior Assistant City Attorney

Attest:

_____
Kimberley Clark, City Clerk

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 June ___, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

BURBANK-GLENDALE-PASADENA REGIONAL HOUSING TRUST
MEASURE A FUNDS
SUBRECIPIENT AGREEMENT

This Agreement made and entered into as of the date of full execution of this Agreement (the "Effective Date"), by and between the **Burbank-Glendale-Pasadena Regional Housing Trust**, a California Joint Powers Authority, (hereinafter referred to as "Housing Trust") and the **City of Burbank,** a charter city, (hereinafter referred to as "Subrecipient").

I. RECITALS

A. In 2022, the California Legislature passed Senate Bill 679, the Los Angeles County Regional Housing Finance Act ("SB 679" or "the Act"), which created the Los Angeles County Affordable Housing Solutions Agency ("LACAHSA" or "the Agency"). The Agency's purpose is to increase the supply of affordable housing in Los Angeles County by providing enhanced funding and technical assistance at a regional level for renter protections, affordable housing preservation, and new affordable housing production.

B. In 2024, Los Angeles County voters approved Measure A, a half-cent sales tax to fund homeless services and affordable housing development throughout the County. The tax replaced Measure H, a quarter-cent sales tax for homeless services approved by voters in 2017. The goal of Measure A is to significantly reduce and prevent homelessness in Los Angeles County. Measure A is expected to generate more than $1 billion in revenue annually.

C. Just over one third (35.75%) of revenues generated by Measure A will be directed to LACAHSA for affordable housing production and preservation, renter protection and homelessness prevention, and technical assistance. LACAHSA, in turn, must pass through 70% of this funding to Eligible Jurisdictions. "Eligible Jurisdictions" include the County of Los Angeles, the City of Los Angeles, the City of Long Beach, the City of Glendale, the City of Santa Clarita, the Housing Trust, and the Councils of Government (COGs) in Los Angeles County.

D. Measure A directs the Los Angeles County Auditor-Controller to disburse 35.75% of the proceeds generated to Agency for use in accordance with the Act's and Measure A's requirements through fiscal year 2029-2030 (and thereafter, such percentage may be modified by the Los Angeles County Board of Supervisors every five years, except that such percentage may not be less than 33.33%). These include, among other things, that: Agency use 60% of its Measure A funds for affordable housing production, preservation, and ownership ("PPO") (Gov. Code, § 64830(d)(1); Measure A, § 29(B)); that Agency use 5% of its Measure A funds for technical assistance, research, and policy development ("Technical Assistance") (Gov. Code, § 64830(d)(4)); and that Agency use 30% of its Measure A funds for Renter Protection and Homelessness Prevention ("RPHP") (Gov. Code, § 64830(d)(2)).

E. The Act requires Agency's Board to adopt an annual expenditure plan and agency strategy, which must set forth the share of revenue and estimated funding to be spent on each

of the above-stated categories ("LACAHSA Expenditure Plan"). Agency's Board adopted the first Annual Expenditure and Strategy Plan on June 25, 2025 (and it is anticipated that the Board will adopt subsequent LACAHSA Expenditure Plans on an annual basis). The LACAHSA Expenditure Plan establishes the proportional amount of revenues and estimated funding that Agency will distribute to the Housing Trust and each of the other Eligible Jurisdictions for each funding category. Exhibit A, attached hereto and incorporated herein by reference, contains the allocations as approved by Agency's Board in the Fiscal Year 2025-26 LACAHSA Expenditure Plan.

F. Of the funds allocated for PPO, Agency must disburse 70% of such funds to Eligible Jurisdictions in accordance with each jurisdiction's pro rata share of the total lower income housing needs assessment goal for Los Angeles County allocated pursuant to Government Code section 65584 ("Pro Rata RHNA Share"). (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(A)(i).). The Housing Trust's share for 2025-2026 is approximately 2.46%, which equates to approximately a 1.72% share of total PPO funding.

G. Of the funds allocated for RPHP, Agency must disburse 70% of such funds to Eligible Jurisdictions. Agency has elected to make such disbursement based on a per low-income renter basis (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(B)(i)) ("RPHP Allocation"). Each Eligible Jurisdiction and its RPHP Allocation is provided in Exhibit A. The Housing Trust's share of low-income renters is approximately 2.66%, which equates to approximately a 1.86% share of total RPHP funding.

H. Of the funds allocated for Technical Assistance, Agency must disburse 70% of such funds to Eligible Jurisdictions on a per low-income renter basis (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(C)(i)) ("Technical Assistance Allocation"). The Housing Trust's share of low-income renters is approximately 2.66%, which equates to approximately a 1.86% share of total Technical Assistance funding.

I. The Act and Measure A provide that Eligible Jurisdictions may receive their respective pro rata shares of PPO, RPHP, and Technical Assistance funding, provided that direct allocations are subject to the conditions and restrictions set forth in the Act and Measure A for the receipt and use of the funds.

J. Eligible Jurisdictions are responsible for administering and expending Measure A funds in a manner consistent with the requirements included in Measure A, SB 679, the LACAHSA Expenditure Plan, and LACAHSA's Program Guidelines.

K. On July 1, 2025, LACAHSA and the Housing Trust entered into an Affordable Housing Production, Preservation, and Ownership; Technical Assistance, Research and Policy; And Renter Protection And Homelessness Prevention Funding Memorandum Of Understanding to comply with the Act and Measure A and to memorialize the terms and conditions governing the disbursement and use of Housing Trust's PPO, RPHP, and Technical Assistance funding.

L. The Housing Trust will receive an annual allocation from Agency and will determine how to expend the funds within eligible uses to the Subrecipients City of Pasadena and City of Burbank.

M. In June 2025, the Agency adopted its FY 2025-26 LACAHSA Expenditure Plan and in September 2025 the Agency adopted its Transitional Program Guidelines ("Program Guidelines"). Reference to the LACAHSA Expenditure Plan in this Agreement means the LACAHSA Expenditure Plan in effect during the fiscal applicable fiscal year. Program Guidelines means the Transitional Program Guidelines and any final or amended version thereof, as applicable at the time the Subrecipient receives the funds from the Housing Trust. The Program Guidelines can be found here: https://lacahsa.gov/agendas-and-documents/

N. LACAHSA funding may only be used for the eligible uses in the respective category of funding as set forth in Government Code section 64830 and Measure A. The LACAHSA Board will have sole authority to determine whether any particular use is an eligible use, either through pre-approved eligible use, as established through the LACAHSA Expenditure Plan and Program Guidelines; or, for uses not already approved in the LACAHSA Expenditure Plan and the Program Guidelines, the Housing Trust may submit its proposed use to LACAHSA in a funding request.

O. Subrecipients are public agencies and private nonprofit agencies that receive funding from LACAHSA and/or Eligible Jurisdictions to administer and implement programs. Subrecipients can include cities that receive funding from COGs, as well as nonprofits that receive funds from LACAHSA and Eligible Jurisdictions. Subrecipients must comply with the same program requirements as LACAHSA and the Eligible Jurisdictions.

P. The Housing Trust, as an Eligible Jurisdiction, is responsible for ensuring that its Subrecipients have the capacity and ability to manage and carry out the activities awarded to them. The Housing Trust's Subrecipients are the City of Burbank and the City of Pasadena. The City of Glendale will receive funds directly from LACAHSA as an Eligible Jurisdiction separate from the Housing Trust.

Q. The Housing Trust is electing to enter into agreements with its Subrecipients to directly administer all or a portion of their allocation on their behalf.

THEREFORE, the Housing Trust and Subrecipient, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

II. AGREEMENT

A. RECITALS

The above Recitals are true and correct and incorporated herein by reference.

B. HOUSING TRUST AS ELIGIBLE JURISDICTION

The Housing Trust is an Eligible Jurisdiction under SB 679 and Measure A and is the direct recipient of funding from the Los Angeles County Affordable Housing Solutions Agency (LACAHSA). The Housing Trust is responsible for ensuring compliance with all applicable requirements governing the use of such funds.

Through this Agreement, the Housing Trust designates Subrecipient to administer and implement certain eligible activities on its behalf. Subrecipient acknowledges that it is acting as a subrecipient of Measure A funds and agrees to comply with all requirements applicable to the Housing Trust under SB 679, Measure A, the LACAHSA Expenditure Plan, and Program Guidelines.

C. AGENCY ANNUAL EXPENDITURE PLAN AND PROGRAM GUIDELINES

The Agency's Annual Expenditure Plan and Agency Strategy ("LACAHSA Expenditure Plan") and Program Guidelines are incorporated herein by reference, and the provisions in those documents will govern in the event of a conflict or inconsistency with this Agreement.

D. HOUSING TRUST BUDGET

The Housing Trust shall develop and adopt an annual budget for the use of Measure A funds it receives from the LACAHSA, ("Housing Trust Budget"). The Housing Trust Budget for Fiscal Year 2025-26 is set forth in Exhibit B and shall be prepared in a manner consistent with the applicable LACAHSA Expenditure Plan and Program Guidelines, including all requirements related to eligible uses, funding categories, and applicable expenditure thresholds.

The Housing Trust Budget shall allocate funds among eligible activities, including PPO, RPHP, and TA, as applicable, and is intended to guide the allocation and use of funds under this Agreement. The Housing Trust may adopt an amended Housing Trust Budget, which shall be incorporated into Exhibit B without requiring a formal amendment to this Agreement, provided that such updates remain consistent with applicable requirements.

The Housing Trust may amend its budget, based on direction from the Housing Trust's Board of Directors, or in coordination with Subrecipient. The Housing Trust shall provide the Subrecipient prompt written notice of any proposed amendments to the Housing Trust Budget and notifications from LACAHSA regarding items related to Measure A funding. The Housing Trust will coordinate with the Subrecipient to produce reports, documentation, or memorandum detailing the need for the amendment that may be required by the Housing Trust or Subrecipient.

E. SUBRECIPIENT EXPENDITURE PLAN

Prior to expending any Measure A funds under this Agreement, Subrecipient shall prepare and submit to the Housing Trust an expenditure plan ("Subrecipient Expenditure Plan") describing the proposed use of funds by eligible activity category (e.g., PPO, RPHP, Technical Assistance), including anticipated budgets, programs, or projects to be funded.

The Housing Trust shall review the expenditure plan for consistency with SB 679, Measure A, the LACAHSA Expenditure Plan, the Program Guidelines, and the Housing Trust Budget. Subrecipient shall not materially deviate from the approved expenditure plan without prior written notification to, and coordination with, the Housing Trust.

Subrecipient shall promptly notify the Housing Trust of any proposed changes to the expenditure plan, including reallocation of funds between eligible activities or material modifications to program design, and shall obtain written approval from the Housing Trust prior to implementing such changes.

F. PAYMENT AND DISBURSEMENT OF FUNDS

Funds made available under this Agreement are derived from Measure A revenues administered by LACAHSA and are subject to the availability of such funds and all applicable requirements of SB 679, Measure A, the LACAHSA Expenditure Plan, and Program Guidelines.

The Housing Trust shall make funds available to Subrecipient in a manner consistent with the receipt of funds from LACAHSA and the Housing Trust's adopted budget. Disbursement of funds may be made on a reimbursement basis or, where appropriate and mutually agreed upon, on an advance basis to support program implementation.

Prior to requesting or receiving funds, Subrecipient shall ensure that funded activities are consistent with eligible uses and, where applicable, are sufficiently defined and documented in a manner consistent with LACAHSA requirements, including project or program set-up, budgeting, and documentation standards.

Subrecipient shall submit requests for payment in a form reasonably acceptable to the Housing Trust, including documentation sufficient to demonstrate that costs are eligible and consistent with this Agreement. The Housing Trust shall review such requests and may request additional information as reasonably necessary to confirm eligibility and compliance prior to disbursement.

Disbursement of funds shall not exceed the amount of funds available to the Housing Trust for the applicable funding category and shall be subject to Subrecipient's continued compliance with the terms of this Agreement. This Section is intended to reflect, and not expand upon, the requirements applicable to the Housing Trust under the LACAHSA Program Guidelines.

G. USE OF FUNDS; DOCUMENTATION STANDARDS

Subrecipient shall use all funds provided under this Agreement solely for eligible activities consistent with SB 679, Measure A, the LACAHSA Expenditure Plan, and Program Guidelines. Eligible activities are generally categorized as Production, Preservation, and Ownership (PPO), Renter Protection and Homelessness Prevention (RPHP), and Technical Assistance (TA).

Subrecipient shall implement activities in accordance with the applicable program requirements, eligibility criteria, expenditure thresholds, and documentation standards set forth in this Agreement and the following exhibits:

- Exhibit C – PPO Program Requirements
- Exhibit D – RPHP Program Requirements
- Exhibit E – Technical Assistance Requirements

The exhibits are intended to summarize and operationalize applicable LACAHSA requirements and may be updated from time to time to reflect changes to such requirements. In the event Agency demands Subrecipient documentation in addition to what is required by this Agreement and the Program Guidelines, Subrecipient will cooperate with the Housing Trust to provide the additional documentation in a timely manner.

In the event of any conflict between this Agreement and the exhibits, the requirements of SB 679, Measure A, the LACAHSA Expenditure Plan, and Program Guidelines shall govern.

H. PERFORMANCE MONITORING

The Housing Trust shall monitor Subrecipient's performance and use of funds to ensure compliance with SB 679, Measure A, the LACAHSA Expenditure Plan, and the Program Guidelines. Subrecipient shall provide periodic reports, at a frequency reasonably determined by the Housing Trust and consistent with applicable LACAHSA reporting requirements, describing the status of funded activities, expenditures, and outcomes.

Subrecipient shall maintain complete and accurate records sufficient to demonstrate compliance with all applicable requirements and shall make such records available to the Housing Trust upon request within a reasonable timeframe. The Housing Trust may review and evaluate Subrecipient's performance, including through desk reviews or other monitoring activities, as necessary to fulfill its oversight responsibilities.

Subrecipient acknowledges that the Housing Trust is subject to monitoring, reporting, and audit requirements by LACAHSA and other authorized entities and agrees to cooperate with the Housing Trust in connection with such requirements, including providing information or documentation needed to support the Housing Trust's compliance.

The Housing Trust, or its authorized representatives, shall have the right to audit Subrecipient's records related to this Agreement, upon reasonable notice, for the purpose of verifying compliance with applicable requirements.

Substandard performance or failure to comply with applicable requirements may constitute noncompliance with this Agreement. If corrective action is not taken within a reasonable period following notice from the Housing Trust, the Housing Trust may take appropriate action, including suspension or termination of this Agreement, as provided herein.

I. INSURANCE

Subrecipient shall neither commence work under this Agreement until it has obtained all insurances required hereunder in a company or companies acceptable to the Housing Trust nor shall Subrecipient allow any subcontractor to commence work on a subcontract until all insurances required of the subcontractor have been obtained. Subrecipient shall take out and maintain at all times during the terms of this Agreement the following policies of insurance.

1. Worker's Compensation Insurance.

Before beginning work, Subrecipient shall furnish to the Housing Trust a copy of its policy of insurance as proof that it has taken out full worker's compensation insurance for all persons who it may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. Subrecipient, prior to commencing work, shall sign and file with the Housing Trust a certification as follows:

"I am aware of the provisions in Section 3700 of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

2. Bodily Injury and Property Damage Liability.

Throughout the term of this Agreement, at Subrecipient's sole cost and expense, Subrecipient shall keep, or cause to be kept, in full force and effect, for the mutual benefit of the Housing Trust and Subrecipient against claims and liabilities for personal injury, death, or property damage arising from Subrecipient activities, a policy of liability insurance with coverage at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form GC 0001) with a limit of at least one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate.

3. General Insurance Requirements.

All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed and admitted to do business in the State of California and policies required under paragraphs 6.a and 6.b shall name as additional insures the Housing Trust, its officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that: (1) the insurer waives the right of subrogation against the Housing Trust and the Housing Trust's officials, officers, employees, and agents; (2) the policies are primary and non-contributing with any insurance that may be carried by the Housing Trust; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice by the

insurer to the Housing Trust by certified mail. All such policies shall be amended or endorsed to add the Housing Trust and its officers, agents, representatives and employees as additional named insureds. Subrecipient shall furnish the Housing Trust with copies of all such policies and endorsements promptly upon receipt of them. A "Certificate of Insurance" showing the additional named insureds and other aforementioned provisions shall be adequate.

Subrecipient may effect for its own account, insurance not required under this Agreement.

J. ADMINISTRATIVE REQUIREMENTS

1. Accounting Standards

The Subrecipient agrees to adhere to standard accounting principles and procedures required, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

III. GENERAL PROVISIONS

A. Amendments.

This Agreement may be amended or modified only by written agreement signed by all parties; and failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or other provisions.

B. Changes in Funding Allocation

The Housing Trust reserves the right to reduce the funding allocation when the Housing Trust's fiscal monitoring indicates that Subrecipient rate of expenditure will result in unspent funds at the end of the program year. Changes in the funding allocation will be done after consultation with Subrecipient.

C. Termination and Suspension

The Housing Trust may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. This Agreement may also be

terminated for convenience by the Housing Trust or Subrecipient upon giving written "Notice of Termination" at least thirty (30) days prior to the date of termination specified in said Notice. Suspension or termination may occur if the Subrecipient materially fails to comply with the requirements for the use of funds and documentation standards outlined above, or in any manner that violates or is inconsistent with the terms of this Agreement, the LACAHSA Expenditure Plan, or the Program Guidelines. In the event this Agreement is so terminated, Subrecipient shall be entitled to reimbursement for eligible costs incurred in accordance with this Agreement through the effective date of termination. In no event, however, shall Subrecipient receive more than the maximum specified in Section II.E of this Agreement. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to the Housing Trust all Measure A funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of Measure A funds.

D. Procurement

Subrecipient shall comply with its own applicable procurement policies and procedures in the expenditure of funds under this Agreement, provided that such policies and procedures are consistent with applicable requirements of SB 679, Measure A, the LACAHSA Expenditure Plan, and Program Guidelines.

Subrecipient shall maintain records of all procurements and contracts funded in whole or in part with Measure A funds sufficient to demonstrate compliance with applicable requirements and the eligibility of costs.

All program assets acquired or developed with Measure A funds shall be used for eligible purposes consistent with this Agreement and applicable requirements. In the event of termination of this Agreement, any unexpended funds, program income, and program assets associated with activities that are incomplete as of the date of termination shall, upon request by the Housing Trust, be returned to or otherwise disposed of in coordination with the Housing Trust in a manner consistent with applicable requirements.

Nothing in this Section is intended to require the transfer of ownership of real property, completed capital projects, or other long-term assets developed or acquired by Subrecipient in accordance with this Agreement, provided such assets continue to be used in compliance with applicable affordability, use, and other program requirements.

E. Indemnification

Subrecipient shall defend, indemnify and hold harmless the Housing Trust, its elected and appointed officials, officers, agents and employees, from all liability, from loss, damage or injury to persons or property, including the payment by Subrecipient of any and all legal costs and attorney's fees, in any manner arising out of or incidental to the performance by Subrecipient of this Agreement, including, but not limited to, all consequential damages to the maximum extent permitted by law.

F. Assignment

No assignment of the Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Subrecipient without the prior written consent of the Housing Trust.

G. Governing Law

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

H. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorneys' fee and all costs of the action, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the parties may be entitled.

IV. ENTIRETY OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Housing Trust and Subrecipient and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

A. Effective Dates of Agreement

This Agreement shall be in effect from the Effective Date until terminated or amended.

B. Notices and Designated Representatives

Any and all notices, demands, invoices, and written communications between the parties hereto shall be addressed and set forth in this paragraph. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

Housing Trust Representative: Burbank-Glendale-Pasadena Regional Housing Trust
Attn: Dima Galkin, Trust Manager
101 Progress Street, Suite 250
Irvine, CA 92618
email: Dima.Galkin@weareharris.com

With a copy to: Burbank-Glendale-Pasadena Regional Housing Trust
Attn: Elena Q. Gerli, Trust General Counsel
Burke, Williams & Sorensen LLP

444 S. Flower Street, 40th Floor
Los Angeles, CA 90071
egerli@bwslaw.com

Subrecipient Representative: City of Burbank, Community Development Department
Attn: Kasey Lee, Housing Development Manager
150 N. Third Street, Burbank, CA 91502

With a copy to: City of Burbank, Community Development Department
Attn: Patrick Prescott, Community Development Director
150 N. Third Street, Burbank, CA 91502

C. List of Exhibits

Exhibit A LACAHSA Expenditure Plan

Exhibit B Housing Trust Budget

Exhibit C PPO Program Requirements

Exhibit D RPHP Program Requirements

Exhibit E Technical Assistance Requirements

[signatures on the following page]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this Agreement on _____.

"HOUSING TRUST"
BURBANK-GLENDALE-PASADENA REGIONAL HOUSING TRUST

By: _____
Dima Galkin
Trust Manager

"SUBRECIPIENT"
City of Burbank, a municipal corporation

By: _____
Justin Hess
City Manager

APPROVED AS TO FORM:

BURKE, WILLIAMS & SORENSEN, LLP

By: _____
Elena Q. Gerli
Housing Trust General Counsel

Date: May 28, 2026

APPROVED AS TO FORM:

By:_____
Ray Johal
Senior Assistant City Attorney

Date: _____

EXHIBIT A: LACAHSA EXPENDITURE PLAN AND AGENCY STRATEGY

LACAHSA
THE AFFORDABLE
SOLUTIONS AGENCY

FY 2025-26
Expenditure Plan & Agency Strategy

June 2025

HR&A

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00 Executive Summary

Executive Summary

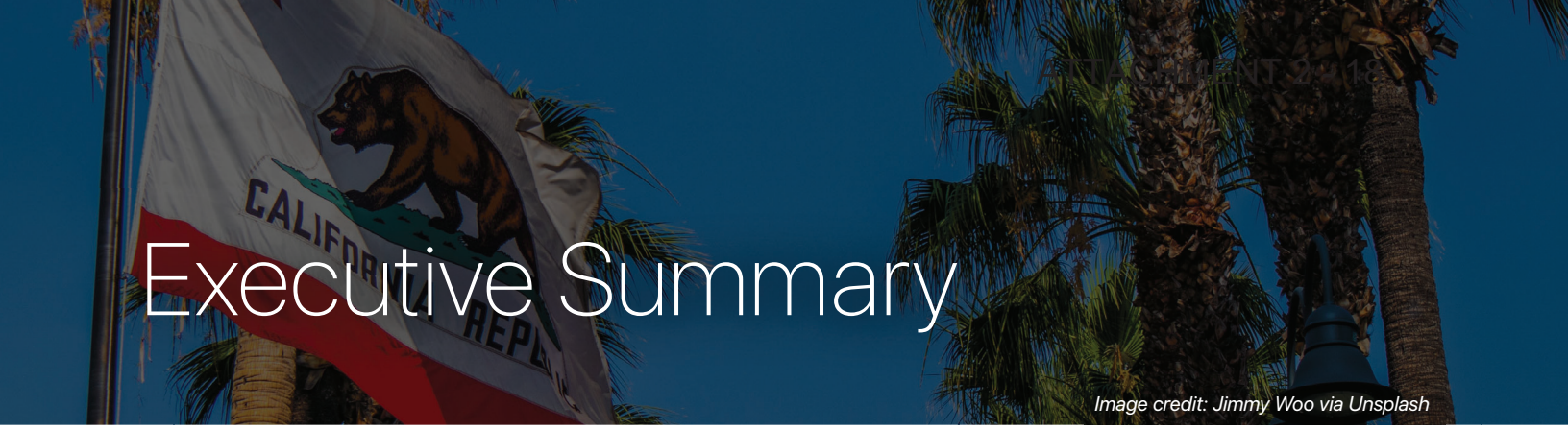


Image credit: Jimmy Woo via Unsplash

In 2024 Los Angeles County voters approved the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance ("Measure A"), a half-cent sales tax to fund homeless services and affordable housing development throughout the County. The tax replaces Measure H, a quarter-cent sales tax for homeless services approved by voters in 2017. Measure A is expected to generate over $1 billion in revenue annually, 35.75% of which will be directed to the recently-created Los Angeles County Affordable Housing Solutions Agency ("LACAHSA" or "the Agency") for affordable housing production, preservation, and renter protection services.[1] The remainder of Measure A funds will be directed towards the region's comprehensive homelessness services initiatives.[2]

The adoption of Senate Bill 679 enabled the creation of the Los Angeles County Regional Housing Finance Act ("the LACAHSA Act," codified in Government Code section 64700 et seq.).[3] The LACAHSA Act requires that the LACAHSA Board adopt an annual expenditure plan by July 1 of each year to support long-term planning. The annual expenditure plan must set forth the share of revenue and estimated funding amount to be spent on each of the following programmatic categories:

1. Production, Preservation, & Ownership (PPO)
2. Renter Protection and Homelessness Prevention (RPHP), and
3. Technical Assistance (TA).

The FY 2025-26 Expenditure Plan and Agency Strategy fulfills these requirements, looking forward with a five-year planning horizon to set the foundation for additional planning as the Agency scales. The Plan is guided by five-year metrics, outlined below. Following the adoption of this Expenditure Plan and Agency Strategy, LACAHSA will craft its own detailed operating budget that will govern the spending of its administrative funds. In addition, both LACAHSA and each Eligible Jurisdiction will design their own programs to deploy Measure A funding. All programs will be consistent with the eligible uses contained within the LACAHSA Act, as well as requirements of Measure A. The LACAHSA Act strictly prohibits LACAHSA and Eligible Jurisdictions from funding any homelessness services. In addition, LACAHSA funds may not be conditioned on immigration status.

1 LACAHSA will receive 35.75% of Measure A funding, after allowing for a 0.5% for collection and distribution cost reimbursement to the County Auditor-Controller.

2 The Allocations presented in this report only correspond to LACAHSA's 35.75% share and are not inclusive of other Measure A funding streams such as comprehensive homelessness services funding; accountability, data, and research funding for the Los Angeles County Homeless Initiative; and local housing production funding for the Los Angeles County Development Authority. LACAHSA is prohibited from funding homelessness services.

3 SB 679 is codified at Title 6.9 of the California Government Code (Sections 64700 through 64832). It has been amended since its initial adoption. References in this Plan are to the statutes as amended.

Section 1. Funding Allocations

Section 1. of this Expenditure Plan, Funding Allocations, presents the distribution of LACAHSA funds for each programmatic use and each Eligible Jurisdiction.

Allocation by Programmatic Use

As demonstrated in Figure 1 below, together the LACAHSA Act and Measure A require the following distribution of funding by programmatic use:

- 60% for Production, Preservation, & Ownership (including a 77.25% set aside for new construction);
- 30% for Renter Protection and Homelessness Prevention;
- 5% for Technical Assistance, and
- 5% for LACAHSA administration.

Allocations by Eligible Jurisdiction

The LACAHSA Act and Measure A also dictate how LACAHSA funds are distributed between LACAHSA and other Eligible Jurisdictions, which include the County of Los Angeles, certain individual cities, Councils of Governments, and regional housing trusts.[4]

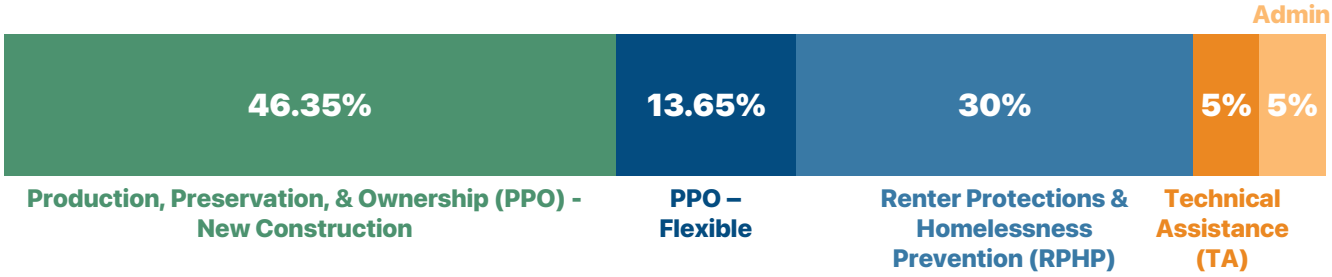
- Administrative funds are fully allocated to LACAHSA, and
- 15% of programmatic funds are allocated at the discretion of the LACAHSA Board.[5]

Of the remaining programmatic funds:

- 30% of programmatic funds are allocated to LACAHSA, and
- 70% of programmatic funds are allocated to the Eligible Jurisdictions.[6]

Table 1 below provides the total allocation estimates for FY 2025-26 to LACAHSA and each Eligible Jurisdiction. A more detailed list of distribution of funds by agency and use is provided in Section 1 Funding Allocations.

Figure 1. LACAHSA Funding Allocation by Use



4 Passthrough Agencies are outlined in Section 1, based on definitions and formulas in SB 679 Section 64830.5.

5 At the June 25, 2025, Board Meeting, the Board elected to allocate the 15% discretionary funding by following the same 70%/30% split between Eligible Jurisdictions and The Agency.

6 Allocations by jurisdiction are defined in SB 679 clause 64830.5(a)(2)

Table 1. FY 2025-26 Total Funding Allocation by Jurisdiction

	Agency	Total by Agency
1	LACAHSA	$128,229,226
2	Burbank-Glendale-Pasadena Regional Housing Trust	$6,452,118
3	City of Glendale	$5,103,191
4	City of Long Beach	$10,706,466
5	City of Los Angeles	$133,421,084
6	City of Santa Clarita	$3,457,981
7	Gateway Cities Council of Governments/Gateway Cities Affordable Housing Trust	$18,538,195
9	Las Virgenes/Malibu Council of Governments	$459,405
9	North Los Angeles County Transportation Coalition JPA*	$5,395,241
10	San Fernando Valley Council of Governments	$518,005
11	San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	$25,691,324
12	South Bay Cities Council of Governments/South Bay Regional Housing Trust	$13,002,770
13	Unincorporated Los Angeles County	$24,782,720
14	Westside Cities Council of Governments	$7,016,083
	TOTAL	**$382,773,809**

**The LACAHSA Act limits direct allocations to only certain cities; other cities may only receive funding through a COG or Regional Housing Trust. Because Lancaster and Palmdale are the only cities that are not part of a COG, their portion will be allocated and held until an Eligible Jurisdiction option is available to the JPA pending LACAHSA Board approval and adjustments to the JPA's purpose.*

Image credit: Jeff Turner via Unsplash

The Expenditure Plan is also required to set metrics regarding the target income levels, number of affordable housing units built or preserved, and the number of tenants served within each category of expenditure.

Measure A Section 4A outlines five overarching goals to prevent and reduce homelessness and provide solutions for affordable housing, listed in Table 2 below. According to Measure A Section 4C, the LACAHSA Board is responsible for setting target metrics for Goals 4 and 5. To estimate the number of households impacted by LACAHSA's work, the LACAHSA Board adopted the following target metrics in April 2025.[7]

Table 2. Measure A Goals and Five-Year Target Metrics

GOAL 1	**Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.**
GOAL 2	**Reduce the number of people with mental illness and/or substance use disorders who experience homelessness.**
GOAL 3	**Increase the number of people permanently leaving homelessness.**
GOAL 4	**Prevent people from falling into homelessness.** **4A.** Decrease by 20% in five years the number of people who become newly homeless, from a baseline of 63,202 in FY 23-24 to a target of 50,561 in 2030. **4B.** Increase the successful impact of flexible eviction and homeless prevention services from a baseline of 1,796 in FY 23-24 to a target of 22,116 to 23,829 in the next five years, or an average of 4,423-4,766 per year. **4C.** Increase access to legal support services for tenant households from a baseline of 8,377 in FY 23-24 to a target of 85,103 to 91,693 in the next five years, or an average of 17,021 to 18,339 per year.
GOAL 5	**Increase the number of affordable housing units in Los Angeles County.** **5A.** Produce a minimum of 1,800 affordable housing units per year, for a total of 9,000 units over the next five years. **5B.** Preserve a minimum of 420 affordable housing units per year, for a total of 2,100 units over the next five years.

7 https://lacahsa.gov/wp-content/uploads/2025/04/03-12-2025-LACAHSA-Meeting-Minutes-Final-.pdf

Measure A Section 4B also establishes five system performance metrics listed in Table 3, below, that LACAHSA will continue to track in partnership with the Executive Committee for Regional Homeless Alignment (ECHRA).

Table 3. Measure A System Performance Metrics

KPI 1	**Creating a standardization of basic services to bring people inside and ensure that people have access to social services, medical care, and behavioral/ mental health care.**
KPI 2	**Establishing a homeless-service-delivery system more accessible to all communities.**
KPI 3	**Meeting regional housing needs for Lower Income Households.**
KPI 4	**Using an equity lens, reducing racial disparities and the disproportionate impact of homelessness and housing insecurity for critical populations.**
KPI 5	**Increasing accountability and transparency as to the use of public funds.**

Section 2. Eligible Uses

According to the LACAHSA Act, the Expenditure Plan must include a description of projects or programs proposed to receive funding, including the location, amount of funding, and anticipated outcomes—to the extent feasible. Section 2. Eligible Uses aims to fulfill this requirement, outlining the funding tools LACAHSA and the Eligible Jurisdictions can use to meet the goals and metrics adopted by the Board.

LACAHSA has a unique opportunity to leverage public and private funding, act nimbly, innovate government processes, and scale impact regionally. Doing so will require powerful financial tools and highly skilled staff. LACAHSA and the Eligible Jurisdictions will need flexibility to deploy funds to respond to fluctuating needs and market conditions, adapting as communities grow and change. A one-size-fits-all approach will not work. Instead, LACAHSA will take an "all tools in the toolbox" approach, allowing each Eligible Jurisdiction to develop a suite of programs to meet its unique needs—as well as potentially allowing for open calls for projects that may use versions of these tools, or other tools not contemplated here that would align with the goals and objectives of LACAHSA's work.

If an Eligible Jurisdiction wants to allocate LACAHSA funds to a use that has not been preapproved in the Expenditure Plan and Program Guidelines, the Eligible Jurisdiction may submit its proposed use to LACAHSA in a funding request. The funding request should include a summary of the proposed activity and how it aligns with Measure A and the Act. The request will be submitted to the LACAHSA Board or a committee established by the Board for consideration and approval. The Board or its designee will determine whether the proposed use is eligible and whether it will require an amendment to the Expenditure Plan.

The eligible uses described in Section 2 and summarized below in Table 4 constitute the toolbox. Each use description includes target project types, illustrative terms, and examples. Jurisdictions—and their corresponding governing bodies—will be responsible for selecting the tools most appropriate to meet their goals, in collaboration with LACAHSA. Table 4, below, outlines eligible uses.

Table 4. Overview of Eligible Uses

Production, Preservation, & Ownership (PPO) Uses	
PPO uses include both New Construction and Flexible uses.	
Direct Project Investment	Direct project investments work to address the existing backlog of entitled affordable housing deals in need of gap financing. This may include projects that require local sources to secure LIHTC allocations and/or additional state funding. Uses within this section are currently commonly used for the development and preservation of affordable and mixed-income projects.
Rent & Operating Subsidies	Rent and operating subsidies provide ongoing payments to pay for expenses such as utilities, maintenance, taxes, management, as well as debt service payments. Rent and operating subsidies are available for new construction, rehabilitation, and preservation projects. Rent and operating subsidies may come in multiple forms, including, but not limited to, project-based rental assistance, master leasing, shallow rent subsidy, operating subsidies, and a capitalized operating subsidy reserve.
LACAHSA Mortgage	The LACAHSA Mortgage provides a one-stop-shop for developers to fund 65%-90% of development costs with low-interest, tax-exempt debt. The LACAHSA Mortgage is intended to reduce costs and development finance timelines, develop an avenue to finance affordable housing without LIHTC, and deploy Measure A revenue quickly.
Impact Fund	Impact funds offer below-market financial terms and greater flexibility than typical financing by raising impact-driven investments that serve as first-loss capital. A public entity seeds a new impact fund by attracting mission-driven capital sources including philanthropy (such as through program-related investments (PRI) or Mission Related Investments (MRI), impact investors, and Community Reinvestment Act (CRA)-motivated financial institutions. The fund may be held within LACAHSA or by a qualified CDFI or other financial institution. The focus of the impact fund will be on preserving existing subsidized affordable housing, as well as acquiring and preserving Naturally Occurring Affordable Housing (NOAH). Eligible Jurisdictions can elect to participate in the impact fund through investment of first-loss capital or provision of residual receipts loans to awarded projects.
Ownership Products	Ownership products include a variety of financing structures to improve the affordability of existing ownership opportunities or to increase the production or preservation of affordable homeownership opportunities.

Renter Protection & Homelessness Prevention (RPHP) Uses

RPHP uses are designed to provide services to lower income individuals and households that are currently housed, to protect renters from housing instability, displacement, and homelessness.	
Marketing, Assessment, Eligibility, and Referral	Marketing, Assessment, Eligibility and Referral identifies households at risk of losing their housing, assesses their needs, determines their eligibility for assistance, and connects them directly with RPHP resources. and support to avoid homelessness.
Legal Services and Renter Education	Legal Services and Renter Education offers legal representation, advocacy, outreach, and education to households at risk of losing their housing.
Emergency Rental Assistance	Emergency Rental Assistance provides financial assistance for rental expenses to support the stabilization of households at risk of losing their housing.
Flexible Financial Assistance	Flexible Financial Assistance provides an array of financial assistance for households at risk of losing their housing.
Short-Term Income Support	Short-Term Income Support involves providing income assistance for households at risk of losing their housing.

Technical Assistance (TA) Uses

Technical Assistance uses are designed to provide services, directly or through partnerships with contracted service providers, that support LACAHSA and the Eligible Jurisdictions in achieving metrics.	
Local Agency Technical Assistance Grants	LACAHSA will administer a Local Agency Technical Assistance grant program that will allow Eligible Jurisdictions and their member jurisdictions to directly apply for technical assistance funds. LACAHSA will also administer a Local Agency Technical Assistance grant program that will allow cities with populations under 50,000 to directly apply for technical assistance funds.
Direct Technical Assistance Programming	LACAHSA may provide direct technical assistance programming for Eligible Jurisdictions and their member jurisdictions to engage in coordination and capacity building. Eligible programs can include technical workshops, training sessions, education on best practices, and regulatory compliance support.
Program Design, Administration, Monitoring, & Evaluation	LACAHSA and Eligible Jurisdictions may use Technical Assistance funds to develop internal staff capacity and administrative infrastructure required to design, operate, monitor, and evaluate related programs.
Professional Services Support	LACAHSA and Eligible Jurisdictions may use Technical Assistance funds to contract additional consultant services related to policy development and implementation, monitoring, auditing, and evaluation.

Section 3. Agency Core Capacities

LACAHSA will need top-tier talent to run the innovative financing programs it has developed. The Agency is unique in its mandate and structure: it will serve at times as a lender, an investor, a financial guarantor, an asset manager, a compliance monitor, a technical assistance provider, and regional coordinator. Securing staff and/or contracted partners with strong backgrounds in traditional housing finance, investment banking, debt issuance, and complex transactions will be critical to the Agency's success.

Section 3 details the core capacities LACAHSA will need to develop to work effectively with developers, investors, service providers, and public agencies across the region. Table 5, below, summarizes these capacities.

Table 5. Core Capacities

Core Capacities	
Project-Level Financing	LACAHSA will source, prioritize, underwrite, and close affordable housing deals with complex structures and multiple funding mechanisms. The Agency's investments will go beyond standard residual receipts loans, and will require creativity, strong financial analysis capabilities, and a strong understanding of real estate underwriting.
Asset and Portfolio Management	LACAHSA will manage a diverse portfolio of investments and liabilities that need continual monitoring and coordination. The Agency will also need to oversee the management of a large portfolio of physical real estate assets, including monitoring lease up and long-term occupancy, eligibility determinations, ongoing compliance, and operating costs.
Capital Markets and Cashflow Management	To effectively utilize its bonding powers, LACAHSA will raise private capital, manage bond cash flows, develop securitization strategies, manage guarantee risk, and place loans on the secondary market. Rental and operating subsidies, guarantees on B-Note bonds, and other financial tools will require monitoring existing cashflow and managing cashflow over multiple years to meet LACHASA's financial commitments regardless of market circumstances.
Program and Policy Management	To implement its Renter Protection and Technical Assistance programs, LACAHSA will design program guidelines, solicit service providers, execute programs, and manage contracts. LACAHSA will also need to evaluate and monitor the effectiveness of its programs across both the Agency and Eligible Jurisdictions to reduce redundancy and improve service quality—improving coordination across agencies and advocating for policy improvements where needed.
Compliance and Risk Management	LACAHSA will manage regulatory compliance across multiple jurisdictions, meeting the highest standards of transparency and accountability. Compliance includes internal auditing, reporting, and oversight over LACAHSA's full portfolio of transactions, including preparing annual reports as required by state and local law.
Operations	To support the functions described above, LACAHSA will need robust internal operations, including finance and accounting, general counsel, contract management, human resources, and IT. Staff or consultants will need to understand the complexity of public-sector operations while being able to operate at the speed of private sector partners. Critically, the Agency must quickly and efficiently execute MOUs and distribute money to the various Eligible Jurisdictions—who will rely on transparent and efficient LACAHSA operations in order to plan and execute their own programs—while also establishing the infrastructure needed to hold each Eligible Jurisdiction accountable for its use of LACAHSA funds.

01 Funding Allocations

Funding Allocations

Image credit: LACAHSA

The LACAHSA Act (Government Code section 64700 et seq., enabled by SB 679)[8] and Measure A[9] describe legislative requirevments for LACAHSA's funding allocations for each allowable use category and each jurisdiction eligible to receive funds.

LACAHSA Share of Measure A Revenues (35.75%)

Measure A, also known as the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance, introduced a 0.5% sales and use tax imposed by the County of Los Angeles on the sales, storage, use, or other consumption of tangible personal property at retail establishments, effective as of April 1, 2025. Measure A has no expiration date. The proceeds from this tax will be used for reducing and preventing homelessness, increasing the supply of affordable housing in Los Angeles County by providing for significantly enhanced funding and technical assistance at a regional level for renter protections, affordable housing preservation, and new affordable housing production for low-income households.

According to Measure A Section 3B.4, the Los Angeles County Auditor-Controller will distribute 35.75% of the Measure A sales tax to LAHCASA, net of County costs to collect and distribute the tax imposed not to exceed 0.5% of annual tax proceeds.

To estimate Measure A revenues for FY 2025-26, HR&A used a projection published by the Los Angeles County Chief Executive Office on February 28, 2025, which estimated total revenues of $1,076,076,350.[10] Of this total, $382,773,809 is the anticipated 35.75% share for LACHASA, after allowing for a 0.5% for collection and distribution cost reimbursement to the County Auditor-Controller.

The Allocations presented in this report only correspond to LACAHSA's 35.75% share and are not inclusive of other Measure A funding streams such as comprehensive homelessness services funding; accountability, data, and research funding for the Los Angeles County Homeless Initiative; and local housing production funding for the Los Angeles County Development Authority.[11]

8 https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB 679

9 https://file.lacounty.gov/SDSInter/lac/1169975_Special-Sales-Tax-to-Fund-Homelessness-Programs-and-LACAHSA.pdf

10 https://file.lacounty.gov/SDSInter/bos/bc/1178494_FesabilityofImplementingtheBRCHonHomelessnessRecommendationsNo1and3-SIGNEDBOARDMEMO.pdf

11 Ibid.

Allocation by Use Category

The LACAHSA Act and Measure A identify four allowable uses of LACAHSA funds.

1. **Production, Preservation, and Ownership (PPO) (60%):** Measure A ordinance Section 29B mandates that 60% of funding be used for production, preservation, and ownership of affordable housing. Of this amount, 77.25% is mandated for construction of new affordable housing ("PPO-New Construction"). The remainder can be allocated to any eligible PPO use ("PPO-Flexible"). Measure A's requirements supersede a minimum 40% spending for PPO uses mandated by Government Code section 64830(d)(1).

   - *PPO - New Construction:* Creation of new permanent residential units. May include construction of affordable housing unit where there are no existing uses and/or substantial rehabilitation of existing housing units or commercial or other non-residential use to affordable housing, and rent and/or operating subsidies that support new construction.

   - *PPO - Flexible:* The remaining 22.75% is a flexible category that can be spent on any eligible PPO program including construction, preservation, acquisition, rehabilitation, ownership, and rent and operating subsidies such as income assistance for extremely low income households or project-based rental assistance contracts with no time limit that are restricted to the support of extremely low income households.

   - *Annual Board Priorities:* Government Code section 64830(d)(3) states that LAHCASA should spend a minimum of 15% of its annual programmatic budget for annual priorities. To meet the 60% threshold set by Measure A, the Annual Board Priority share is directed towards production, preservation, and ownership. However, Government Code section 64830(d)(3) does not subject the Annual Board Priorities allocation to the 70%/30% split between Eligible Jurisdictions and The Agency. Thus, while the Board Priorities allocation is functionally mandated by Measure A to be allocated for PPO purposes until June 30, 2035, the Board has discretion as to how to allocate it within this category. At the June 25, 2025, Board Meeting, the Board elected to follow the same 70%/30% split between Eligible Jurisdictions and The Agency.

2. **Renter Protection and Homelessness Prevention (RPHP) (30%):** Government Code section 64830(d)(2) states that LAHCASA should spend a minimum of 30% of its annual programmatic budget on renter protection and homelessness prevention programs.

3. **Technical Assistance (TA) (5%):** Government Code section 64830(d)(4) states that LAHCASA should spend a minimum of 5% of its annual programmatic budget on technical assistance, research, and policy development.

   - *Technical Assistance for Small Cities:* In addition to the 5% allocation, Government Code section 64830.5(a)(2) also mandates that at least 5% of the Agency funds for production, preservation and ownership, renter protection and homelessness prevention, and technical assistance should be reserved for technical assistance grants to small cities with population under 50,000.

4. **Agency Operations & Administration (5%):** Government Code section 64830(d)(5), states that the Agency can spend a maximum of 10% of its annual programmatic budget for its administration and operating expenses. However, after accounting for increased programmatic funding requirements within Measure A, the Agency is limited to a maximum of 5% for administrative uses. The Agency may choose to reallocate administration funding to other programmatic uses at its discretion; thus, in this report the allocation reflects only the maximum allowable expenditure. Additional allowances for administrative and direct costs for programs implemented by Eligible Jurisdictions will be established and adopted by the Board in LACAHSA's Program Guidelines.

Allocation by Eligible Jurisdiction

The LACAHSA Act and Measure A dictate how LACAHSA funds are distributed between the Agency and the other Eligible Jurisdictions.

Share to the Agency: Government Code section 64830.5(a)(2) states that 30% of funds for production, preservation, and ownership, renter protection and homelessness prevention, and technical assistance will be allocated to the Agency to utilize at its discretion. The funds for administration are entirely allocated to the Agency.[12]

Share to Eligible Jurisdictions: Government Code section 64830.5(a)(2) states that 70% of funds for production, preservation, and ownership, renter protection and homelessness prevention, and technical assistance are allocated to the Eligible Jurisdictions.

Image credit: Drew Dau via Unsplash

SB 679 identifies the following Eligible Jurisdictions, consisting of the County, individual municipalities, councils of governments (COGs), and regional housing trusts:

1. County of Los Angeles (on behalf of unincorporated areas)
2. City of Los Angeles
3. City of Long Beach
4. City of Glendale
5. City of Santa Clarita
6. San Gabriel Valley Councils of Governments —whose share may be allocated to the San Gabriel Valley Regional Housing Trust
7. Gateway Cities Councils of Governments—whose share may be allocated to the Gateway Cities Affordable Housing Trust
8. South Bay Cities Councils of Governments—whose share may be allocated to the South Bay Regional Housing Trust
9. Westside Cities Councils of Governments
10. San Fernando Valley Councils of Governments
11. Las Virgenes/Malibu Councils of Governments

Government Code section 64830.5(a)(1)(A)(ii) allows regional housing trusts consistent with the San Gabriel Valley Regional Housing Trust model to be eligible to receive a direct allocation. In addition, any regional housing trust that does not correspond to an existing council of government can be eligible to receive a direct allocation at the Board's discretion. LACAHSA staff received an allocation request from the Burbank-Glendale-Pasadena Regional Housing Trust (BGPRHT), and this

12 Additional allowances for administrative and direct costs for programs implemented by Eligible Jurisdictions will be established and adopted by the Board in LACAHSA's Program Guidelines.

Expenditure Plan anticipates that the Board will approve a direct allocation to BGRPHT and incorporates an allocation to it as a presumed Eligible Jurisdiction.

12. Burbank-Glendale-Pasadena Regional Housing Trust (BGPRHT)

After identifying all Eligible Jurisdictions, HR&A assigned each of the 88 incorporated cities and unincorporated areas of Los Angeles County to a respective Eligible Jurisdiction.

1. HR&A identified cities that receive a direct allocation.
2. All unincorporated areas were assigned to Los Angeles County.
3. The cities of Burbank and Pasadena were assigned to BGPRHT. Because the City of Glendale receives a direct allocation, its allocations are not included in the BGPRHT allocation.
4. The remaining municipalities were assigned to a COG based on data published by Southern California Association of Governments (SCAG).[13]

A complete index of municipality assignments to Eligible Jurisdictions is provided in Appendix A, Table A1.

There are two municipalities within the County that each belong to two councils of government—City of Montebello and the City of Industry. After consultation with the respective cities and councils of government, both Montebello and Industry were assigned to the San Gabriel Valley Council of Government.

Finally, there are two municipalities within the County that do not belong to a council of government and which did not receive a direct allocation—the City of Lancaster and the City of Palmdale. For the purpose of this Expenditure Plan, allocations for these two municipalities are assigned to:

13. North Los Angeles County Transportation Coalition JPA

The JPA will amend its purposes to include housing as eligible use of funds. This Expenditure Plan anticipates that the Board will approve a direct allocation to the North County JPA and incorporates an allocation to it as a presumed Eligible Jurisdiction.

Distribution Among Eligible Jurisdictions

SB 679 also provides guidance on how funding for each eligible use should be distributed among the Eligible Jurisdictions.

PPO Distribution: Government Code section 64830.5(a)(2)(A)(i) states that funding for production, preservation, and ownership should be allocated to each Eligible Jurisdiction based on its pro rata lower income housing need. Government Code section 64830.5(f) states that "pro rata lower income housing need" is defined as the jurisdiction's share of the total lower income housing needs assessment goal for the County of Los Angeles allocated pursuant to Section 65584—the State's Regional Housing Needs Assessment (RHNA).

To conduct the Regional Housing Needs Assessment, the California Department of Housing and Community Development (HCD) determines the regional housing need for each region, considering factors like demographic trends, housing conditions, overcrowding, cost burden, vacancy rates, and jobs-housing imbalances.[14] The Southern California Association of Governments (SCAG) 6th Cycle Final RHNA Allocation Plan was approved by HCD in March 2021 and covers the period from October 2021 to October 2029—the latest data available to inform the LACAHSA allocations.[15]

13 https://scag.ca.gov/post/scag-members-subregions
14 https://www.hcd.ca.gov/planning-and-community-development/regional-housing-needs-allocation
15 https://scag.ca.gov/sites/default/files/2024-05/6th_cycle_final_rhna_allocation_plan_070121.pdf

Figure 2. PPO-New Construction Allocation Calculation Formula, City of Long Beach

11,188 *Long Beach RHNA Lower Income Housing Need*	÷	**340,295** *Total LA County RHNA Lower Income Housing Need*	=	**3.30%** *Long Beach Pro Rata Share RHNA Lower Income Housing Need*
46.35% *Total Distribution for PPO-New Construction**	×	**70%** *Share for Eligible Jurisdictions*	=	**32.45%** *Eligible Jurisdiction Share for PPO-New Construction*
32.45% *Eligible Jurisdiction Share for PPO-New Construction*	×	**3.30%** *Long Beach Pro Rata Share RHNA Lower Income Housing Need*	=	**1.07%** *Long Beach Share for PPO-New Construction*
1.07% *Long Beach Share for PPO-New Construction*	×	**$383 MILLION** *Total LACAHSA Allocation*	=	**$4.1 MILLION** *Long Beach Allocation for PPO-New Construction*

**Inclusive of Board Priorities Allocation for PPO-New Construction*

HR&A used the SCAG 6th Cycle Final RHNA Allocation Plan for each of the 88 municipalities and unincorporated areas and aggregated to each Eligible Jurisdiction using the assignments described above. HR&A then calculated the share of households with low and very low income (AMI below 80%)[16] for each Eligible Jurisdiction compared to the total countywide need. HR&A used the resulting share of lower income housing need to allocate available PPO funds to each Eligible Jurisdiction.

Figure 2 above provides an example of the calculation formula for the City of Long Beach's PPO-New Construction share.

TA Distribution: Government Code 64830.5(a)(2)(C)(i) states that funding for technical assistance should be allocated to Eligible Jurisdictions on a "per low-income renter household basis." However, unlike PPO, the LACAHSA Act does not specify a data source to define "low-income renter households." Because no data source was specified, HR&A used national best practices to identify a widely accepted and transparent data source to measure each jurisdiction's pro rata share of low-income renter households.

The U.S. Department of Housing and Urban Development (HUD) compiles Comprehensive Housing Affordability Strategy (CHAS) data as a set of custom tabulations of American Community Survey (ACS) data provided by the U.S. Census Bureau. The latest CHAS data are based on 2017-2021 ACS 5-year estimates.[17] The primary purpose of CHAS data is to demonstrate the extent of housing problems and housing needs, particularly for low-income households. CHAS data categorize households by income levels, primarily focusing on those earning 30%, 50%, and 80% of the area median income.

16 HCD uses the following categorization in RHNA: very low income (0-50% AMI), low income (50-80% AMI), moderate income (80-120% AMI) and above moderate income (above 120% AMI). https://abag.ca.gov/sites/default/files/abag_2023-2031_rhna_faq_-_july_2020.pdf

17 https://www.huduser.gov/portal/datasets/cp.html. CHAS data is generally updated once latest ACS custom tabulations are available. https://www.huduser.gov/portal/datasets/cp/CHAS/update_chas.html

CHAS data are widely used by state and local governments to inform spending decisions:

- Federally, HUD awards funding for Community Development Block Grants (CDBG) using a formula that employs CHAS data.[18]
- Within the State of California, RHNA estimates are directly informed by CHAS data, and CHAS is integrated into the State's Office of Environmental Health Hazard Assessment CalEnviroScreen Tool.[19]
- Other jurisdictions also employ CHAS to inform housing planning and funding allocation activities. New York State Homes and Community Renewal uses CHAS data for housing burden analysis and funding applications.[20] Cities and counties including Seattle, Miami-Dade County, and Kansas City incorporate CHAS data in their planning processes.[21, 22, 23]

Informed by these national best practices, HR&A defined the pro rata share of low-income renter households using *CHAS 2017-2021 5-year Estimates for Renter Occupied Households (Table 7) By Census Place* for each jurisdiction within LA County. For each jurisdiction, HR&A calculated the total number of renter households below 80% AMI[24] and the totals for each Eligible Jurisdiction using the assignments described above. Finally, HR&A calculated the pro rata share for each Eligible Jurisdiction.

RPHP Distribution: The LACAHSA Act does not specifically dictate how RPHP funding should be distributed among Eligible Jurisdictions. However, HR&A and LACAHSA staff elected to distribute RPHP funding using the same formula used for TA Distribution—i.e., the pro rata share of low-income renter households, as defined by CHAS—given the use's specific focus on renter households.[25] Government Code section 64830.5(c)(1) states that for the RPHP distribution, the City of Los Angeles share is "subject to a 50-percent limit."[26] However, as demonstrated in Appendix A, Table A3, the City of Los Angeles has a 49.2% share of low-income renter households in the County; thus, the 50% cap was not applied.

18 https://www.hudexchange.info/sites/onecpd/assets/File/CDBG-Formula-Appropriation-Process-Transcript.pdf

19 https://oehha.ca.gov/calenviroscreen/indicator/housing-burden

20 https://hcr.ny.gov/system/files/documents/2021/10/new-york-state-2021-2025-consolidated-plan-as-submitted-to-hud.pdf

21 https://www.seattle.gov/documents/Departments/OPCD/SeattlePlan/OneSeattlePlanpDraftHousingAppendixSupplementalTables.pdf

22 http://www.shimberg.ufl.edu/publications/Miami_Dade_data_appendix_061120.pdf

23 https://www.marc.org/news/economy/new-dashboards-added-housing-data-hub-shine-light-housing-problems-kansas-city-region

24 SB 679 clause 64710(c) defines the Agency's purpose with a focus on households earning 80% AMI or below.

25 The legislative history for SB 679 indicates that the RPHP category would be allocated on a "per low-income renter household basis." The failure to include this requirement in the chaptered version of SB 679 was likely an error. See Senate Floor Analysis (Aug 15, 2022) at page 6, available here: https://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill_id=202120220SB679

26 https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB 679

Allocations by Jurisdiction, approved by LACAHSA Board of Directors for FY25-26

Applying the methodology described above, Table 6 below illustrates the percentage share of LAHCASA's funding to the Agency and each Eligible Jurisdiction by corresponding use.

Table 6. Percentage Share of LACAHSA Funding by Use and Jurisdiction

		PPO			RPHP		TA			
	Agency	New Construction	Flexible	TA for Small Cities	RPHP	TA for Small Cities	General	TA for Small Cities	Admin	Total by Agency
1	LACAHSA	13.91%	3.42%	0.68%	8.55%	0.45%	1.43%	0.08%	5.00%	33.50%
2	Burbank-Glendale-Pasadena Regional Housing Trust	0.80%	0.24%		0.56%		0.09%			1.69%
3	City of Glendale	0.53%	0.16%		0.55%		0.09%			1.33%
4	City of Long Beach	1.07%	0.31%		1.21%		0.20%			2.80%
5	City of Los Angeles	17.61%	5.19%		10.34%		1.72%			34.86%
6	City of Santa Clarita	0.49%	0.14%		0.23%		0.04%			0.90%
7	Gateway Cities Council of Governments/Gateway Cities Affordable Housing Trust	1.83%	0.54%		2.12%		0.35%			4.84%
8	Las Virgenes/Malibu Council of Governments	0.05%	0.02%		0.04%		0.01%			0.12%
9	North Los Angeles County Transportation Coalition JPA	0.58%	0.17%		0.56%		0.09%			1.41%
10	San Fernando Valley Council of Governments	0.07%	0.02%		0.04%		0.01%			0.14%
11	San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	3.26%	0.96%		2.14%		0.36%			6.71%
12	South Bay Cities Council of Governments/South Bay Regional Housing Trust	1.47%	0.43%		1.28%		0.21%			3.40%
13	Unincorporated Los Angeles County	3.75%	1.10%		1.39%		0.23%			6.47%
14	Westside Cities Council of Governments	0.92%	0.27%		0.55%		0.09%			1.83%
	TOTAL	**46.35%**	**12.98%**	**0.68%**	**29.55%**	**0.45%**	**4.93%**	**0.08%**	**5.00%**	**100.00%**

Table 7 below estimates the total amount of LACAHSA funding to the Agency and each Eligible Jurisdiction by corresponding use.

Table 7. Estimated LACAHSA Funding by Use and Jurisdiction

		PPO			RPHP		TA			
	Agency	New Construction	Flexible	TA for Small Cities	RPHP	TA for Small Cities	General	TA for Small Cities	Admin	Total by Agency
1	LACAHSA	$53,224,698	$13,090,864	$2,583,723	$32,727,161	$1,722,482	$5,454,527	$287,080	$19,138,690	$128,229,226
2	Burbank-Glendale-Pasadena Regional Housing Trust	$3,058,288	$900,661		$2,137,002		$356,167			$6,452,118
3	City of Glendale	$2,044,455	$602,089		$2,105,698		$350,950			$5,103,191
4	City of Long Beach	$4,083,071	$1,202,458		$4,646,518		$774,420			$10,706,466
5	City of Los Angeles	$67,414,093	$19,853,341		$39,560,271		$6,593,378			$133,421,084
6	City of Santa Clarita	$1,872,563	$551,467		$886,244		$147,707			$3,457,981
7	Gateway Cities Council of Governments/ Gateway Cities Affordable Housing Trust	$7,018,735	$2,067,006		$8,102,103		$1,350,350			$18,538,195
8	Las Virgenes/Malibu Council of Governments	$204,737	$60,295		$166,605		$27,768			$459,405
9	North Los Angeles County Transportation Coalition JPA	$2,237,149	$658,837		$2,142,219		$357,037			$5,395,241
10	San Fernando Valley Council of Governments	$267,874	$78,888		$146,780		$24,463			$518,005
11	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	$12,480,955	$3,675,621		$8,172,640		$1,362,107			$25,691,324
12	South Bay Cities Council of Governments/ South Bay Regional Housing Trust	$5,641,046	$1,661,279		$4,886,096		$814,349			$13,002,770
13	Unincorporated Los Angeles County	$14,356,803	$4,228,055		$5,312,453		$885,409			$24,782,720
14	Westside Cities Council of Governments	$3,511,192	$1,034,041		$2,117,872		$352,979			$7,016,083
	TOTAL	**$177,415,660**	**$49,664,902**	**$2,583,723**	**$113,109,660**	**$1,722,482**	**$18,851,610**	**$287,080**	**$19,138,690**	**$382,773,809**

02 Eligible Uses

Eligible Uses

Image credit: Paul Hanaoka via Unsplash

Production, Preservation, & Ownership (PPO)

Allocations

In FY 2025-26, 60% of the LACAHSA budget will be dedicated to Production, Preservation, and Ownership programs—$229.6 million. As mandated in Government Code section 64830(d)(1)(A)(i), eligible uses can include but are not limited to:

> *"land acquisition, housing acquisition, financing, and ownership programs, including the agency serving as a single source of financing as appropriate, income assistance for extremely low income households, and project-based rental assistance contracts with no time limit that are restricted to the support of extremely low income households."*[27]

The distribution of PPO funds by jurisdiction is presented in Table 8 below.

Table 8. Estimated LACAHSA Funding by Use and Jurisdiction

	Agency	PPO - New Construction	PPO - Flexible	Total
1	LACAHSA *(including small cities TA)*	$55,220,624	$13,678,661	$68,899,286
2	Burbank-Glendale-Pasadena Regional Housing Trust	$3,058,288	$900,661	$3,958,949
3	City of Glendale	$2,044,455	$602,089	$2,646,544
4	City of Long Beach	$4,083,071	$1,202,458	$5,285,528
5	City of Los Angeles	$67,414,093	$19,853,341	$87,267,434
6	City of Santa Clarita	$1,872,563	$551,467	$2,424,030
7	Gateway Cities Council of Governments/ Gateway Cities Affordable Housing Trust	$7,018,735	$2,067,006	$9,085,742
8	Las Virgenes/Malibu Council of Governments	$204,737	$60,295	$265,032
9	North Los Angeles County Transportation Coalition JPA	$2,237,149	$658,837	$2,895,986
10	San Fernando Valley Council of Governments	$267,874	$78,888	$346,762
11	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	$12,480,955	$3,675,621	$16,156,577
12	South Bay Cities Council of Governments/ South Bay Regional Housing Trust	$5,641,046	$1,661,279	$7,302,325
13	Unincorporated Los Angeles County	$14,356,803	$4,228,055	$18,584,858
14	Westside Cities Council of Governments	$3,511,192	$1,034,041	$4,545,233
	TOTAL	**$179,411,586**	**$50,252,699**	**$229,664,285**

27 https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB 679

Statutory Requirements

The following represents a synthesis of statutory guidelines that apply to LACAHSA's work. Program level guidelines to support implementation of these statutory mandates are forthcoming.

New Construction Requirements

Measure A Section 29B mandates that 60% of funding be used for Production, Preservation, and Ownership (PPO). Of this amount, 77.25% is mandated for construction of new affordable housing ("PPO-New Construction").[28] Based on this requirement, Table 8 breaks out Production, Preservation, and Ownership into two categories:

- **PPO - New Construction:** The minimum 77.25% of the total allocation required to be spent on new construction and rent and operating subsidies that support new construction.
- **PPO - Flexible:** The remaining 22.75% is a flexible category that can be spent on any eligible PPO program including construction, preservation, acquisition, rehabilitation, ownership, and rent and operating subsidies.

Project Labor Requirements

Measure A Section 28B and Government Code section 64720.5(a) stipulate that any new construction and rehabilitation project receiving funding constitutes a public work subject to prevailing wage requirements. Construction or rehabilitation contracts and subcontracts must include provisions requiring the payment of prevailing wages.

Additionally, Measure A Section 28C and Government Code Section 64720.5(b) also require that projects with 40 units or more to comply with the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement executed by the Chief Executive Officer on June 7, 2023 if the project is elsewhere, or any successor to either agreement. Construction or rehabilitation contracts for projects with 40 units or more must include provisions requiring compliance with the applicable Project Labor Agreement based on the location of the project.[29, 30]

Affordability Requirements

The LACAHSA Act and Measure A also stipulate the minimum AMI levels for individual projects and the combined LACAHSA investment portfolio.

1. Project-Level Requirements – New Construction

According to Government Code section 64830(d)(1)(A)(ii)(II):

> *"...for each project, 10 percent of the units in the project shall be reserved for extremely low income households and 10 percent of the units shall be reserved for very low income households."*

Based on these parameters, any new construction project must include a minimum of:

- 10% of homes below 30% AMI, and
- 10% of homes below 50% AMI.

Any new construction project must include a minimum of:

10% of homes **below 30% AMI**

10% of homes **below 50% AMI**

28 https://file.lacounty.gov/SDSInter/lac/1169975_Special-Sales-Tax-to-Fund-Homelessness-Programs-and-LACAHSA.pdf
29 https://file.lacounty.gov/SDSInter/lac/1169975_Special-Sales-Tax-to-Fund-Homelessness-Programs-and-LACAHSA.pdf
30 https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB679

For the remaining 80% of the building, Government Code section 64830(d)(1)(A)(ii) provides two options:

1. 80% of the building is below 80% AMI, or
2. 50% of the building is below 120% AMI, and 30% of the building is below 80% AMI, if LACAHSA funds only support the 30% AMI and 50% AMI units.

   Government Code (64830(d)(1)(A)(ii)) states:

   "Financing for any development costs associated with a project or funding grant that is for housing that is 100 percent affordable, which means restricted to any household that earns less than 80 percent of the area median income (AMI), including permanent supportive housing that includes onsite supportive services. An eligible project may also include a subset of at least 50 units, or 50 percent of the total units, whichever is greater, in a larger development that includes units targeted up to 120 percent of AMI, in which case the agency may only fund units that are designated for extremely low and very low income households, and agency funds shall not be used in connection with any unit that is income restricted due to development incentives, density bonuses, or similar programs."

In conclusion, LACAHSA and each Eligible Jurisdiction may fund the full capital stack for projects that are 100% affordable at or below 80% AMI. Projects may include 120% AMI homes, for a maximum of at least 50 homes or 50% of the building, whichever is greater. However, in these cases, LACAHSA may only fund the portion of the capital stack designated towards 30% AMI and 50% AMI homes. Rent levels for 120% AMI units are not defined in SB 679 64830(d)(1)(A)(ii). However, in a later section, SB 679 64830(d)(1)(B)(i) states that:

"Existing residents of buildings acquired for the purpose of affordable housing preservation shall not be permanently displaced, even if the resident's household income exceeds the moderate-income limits in Section 50093 of the Health and Safety Code."

The Health and Safety Code uses consistent language in defining the household income limits for Extremely Low Income (ELI / 30% AMI) Very Low Income (VLI / 50% AMI), Low Income (LI / 80% AMI), and Moderate Income (MI / 120% AMI). The language in all cases aligns the household limits that are "adjusted for family size by the California Department of Housing & Community Development with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development pursuant to Section of the United States Housing Act of 1937."[31] Notably, the HUD methodology adjusts the ELI, VLI, and LI household income limits upwards to account for a region's high housing costs. However, HUD does not adjust the MI household income limits in the same way and neither does the department. Consequently, the MI household limits ($117,850 for a family of four in 2024) are only marginally higher than the LI household income limits ($110,950 for a family of four in 2024).[32] This limits the positive impact of increased rental income on a project's economics afforded by including 120% AMI rather than 80% AMI Units.

2. Project-Level Requirements – Preservation

For projects preserving existing subsidized affordable housing or converting market-rate housing to affordable, Government Code section 64830(d)(1)(B)(ii) states:

"Buildings acquired for the purpose of affordable housing preservation shall achieve 100 percent occupancy by extremely low or very low income households over time through unit turnover."

This allows for buildings that are not currently subsidized to be converted to affordable housing over time, working towards occupancy of 100% of the building affordable to households earning 50% AMI or below. This provision effectively prohibits the use of

31 California Legislative Information. Section 50093 of the Health and Safety Code. https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=HSC&sectionNum=50093.

32 California Department of Housing and Community Development. 2024 State income Limits. https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/income-limits-2024.pdf

Measure A funding for tenant evictions, even if the tenants are not income-qualified following the affordability conversion.

3. Portfolio-Level Requirements

Lastly, for Eligible Jurisdictions, 25% of all homes funded must serve households earning at or below 30% of AMI, and 25% of all homes must serve households earning at or below 50% AMI. This is evaluated on a rolling two-year period. Specifically, Government Code section 64830(d)(1)(A)(i)(I) states:

> *"(I) For each of the eligible jurisdictions, as defined in paragraph (1) of subdivision (a) of Section 64830.5, 25 percent of all funded units shall be reserved for extremely low income households, as defined in Section 50106 of the Health and Safety Code, and 25 percent shall be reserved for very low income households, as defined in Section 50105 of the Health and Safety Code, over any two-year period, with regular monitoring by the citizens' oversight committee and board of units funded and constructed during that two-year period."*

The Limitations of Traditional Affordable Housing Finance

California's housing finance system is built on layers of funding sources and requirements—on the one hand generating "leverage" to stretch funding and on the other hand adding considerable time and expense. Together, the various federal, state, and local sources make the process of building affordable homes slower, more expensive, and less flexible. One study found that in 2024, for each additional California state funding source, there is an incremental per unit cost increase of $16,810 and four months of additional time before construction starts.[33]

The largest and most important single funding source within this system, the Low-Income Housing Tax Credit (LIHTC) Program, is significantly oversubscribed. California consistently reaches its private-activity bond cap, which limits the number of 4% LIHTC projects that can be funded each year. Other statewide programs providing affordable housing grants and loans are consistently oversubscribed.[34] It is not uncommon for traditional affordable housing developments to have 3 or more sources of state and local funding.

In Los Angeles County alone at the end of 2024, there were 82 affordable housing projects in the development pipeline, representing over 8,500 units, that had applied for state subsidies but remained unable to advance to construction due to financing gaps.[35]

Projects that receive 4% LIHTC allocations tend to be deeply affordable across all units in the building, which are prioritized by California's Qualified Allocation Plan (QAP). Other types of projects, such as preservation of existing affordable housing or low-to-moderate income housing, are left without a reliable funding source. In Los Angeles County in 2025, an estimate of 14,746 homes, or 10% of the entire affordable housing stock is set to lose affordability in the next 5-10 years. 2,276 of these units are estimated to be at risk for loss of affordability in less than a year.[36] There are extremely limited sources of funding to protect these existing public assets, let alone the number of apartments that may be considered "Naturally Occurring Affordable Housing" (NOAH), which are unsubsidized but provide affordable rents.

In addition, the existing system increases project costs, as projects are often slowed by months or years winding their way through annual funding allocation processes to

33 Terner Center. Reducing the Complexity in California's Affordable Housing Finance System. https://ternercenter.berkeley.edu/blog/reducing-the-complexity-in-californias-affordable-housing-finance-system/

34 Private Activity Bonds are tax-exempt bonds sold by the government on behalf of private businesses. The 1986 Federal Tax Reform Act limits the maximum amount of private activity bonds in a state each year, otherwise known as the bond ceiling or "cap". https://www.treasurer.ca.gov/cdlac/bonds.asp

35 Courtesy of Enterprise Community Partners. Calculated as part of the 2025 California Affordable Housing Pipeline Brief, https://www.enterprisecommunity.org/sites/default/files/2025-03/State_Pipeline_Brief_2025.pdf

36 California Housing Partnership. 2025 Subsidized At-Risk Report. https://chpc.net/wp-content/uploads/2025/04/CHP_2025-Subsidized-At-Risk-Report.pdf

assemble the necessary capital. Even projects that successfully receive 4% LIHTC allocations still require additional upfront subsidies—so-called "gap financing." To fill these gaps, municipalities, housing agencies, and regional housing trust funds utilize various local funding sources—including Community Development Block Grants, local tax revenues, and public land donations. However, these sources are also competitive and add additional layers of time and cost.

After homes are built, most projects with homes affordable below 50% of AMI, particularly PSH, require ongoing operating subsidies to cover the operating cost of the building and the cost of ongoing debt payments used to finance construction. There are a variety of sources available in Los Angeles County to bridge this gap, both targeted at specific units and specific households. One of the main sources for ongoing operating subsidies are project-based vouchers (PBVs, which are specific to a unit) and tenant-based vouchers (TBVs, most commonly federal Housing Choice Vouchers, which are specific to a household). However, there are a limited number of vouchers in any given market. The Housing Authority of the City of Los Angeles' waitlist has been closed since 2022, when HACLA received over 223,000 applications, of which only 30,000 applicants were selected and placed on the Section 8 waiting list.[37]

LACAHSA's Unique Role in Affordable Housing Finance

LACAHSA is uniquely positioned to enhance the existing housing finance system. LACAHSA and Eligible Jurisdictions can both fill financing gaps for conventionally financed affordable housing projects and pursue innovations to increase the production of affordable homes. Using its dedicated funding stream, regional mandate, and ability to leverage additional funds, LACAHSA will streamline processes, pare back requirements, and increase access to diverse capital sources. Figure 3 below illustrates LACAHSA's innovative value proposition.

Figure 3. LACAHSA Value Proposition for Affordable Housing Finance

Local Control
- Offer rental and operating subsidies
- Prioritize preservation
- Set bedroom sizes and other physical requirements to reduce costs

Shorter Timelines
- Fewer sources of financing
- Open solicitations
- Independent investment committee

Lower Cost Capital
- Bond financing backed by sales tax revenues
- Municipal bond rated debt
- Ability to leverage private funds

37 Housing Authority of the County of Los Angeles. " HACLA to Open Section 8 Housing Voucher Waiting List Lottery." October 11, 2022. https://www.hacla.org/en/news/hacla-open-section-8-housing-voucher-waiting-list-lottery

Deploying Measure A Revenue at LACAHSA

To meet its production goals, LACAHSA can deploy its Measure A funding in two ways, which are not mutually exclusive:

- **Pay As You Go (PAYGO):** LACAHSA could deploy funding on an annual basis as sales tax revenue is collected, or
- **Bond Financing:** LACAHSA could issue a bond against the sales tax revenue stream, allowing LACAHSA to access and deploy future years of sales tax revenue.

LACAHSA may choose to use some portion of its financing on PAYGO, and some on bond financing. Eligible Jurisdictions will likely only use the PAYGO method, due to its administrative simplicity. While there is no preferred method, there are opportunities and challenges associated with either approach:

Table 9. Comparison of Financing Approaches

	Opportunities	Constraints
PAYGO	• **Flexibility:** PAYGO allows for annual adjustments based on actual sales tax revenue, making it adjustable to economic conditions. • **Straightforward:** Model requires less risk and technical capacity. Avoids long-term debt and interest payments.	• **Immediate Use, but Limited Scale:** As revenue comes in it can be deployed into projects. However, annual revenue may not be sufficient for the scale of need, limiting scope and impact. • **Variability as Market Fluctuates:** Due to reliance on annual revenues, shifts in economic conditions could delay projects. May also leave jurisdictions exposed to rising construction costs or interest rates.
Bond Financing	• **Accelerated Production:** Measure A revenue will take time to accumulate, but Los Angeles County needs more homes now. Bond financing allows for securing funding upfront. This provides access to multiple years of future Measure A revenue, enabling significant investments in the near term. • **Leverage:** Bonds can be used to leverage additional low-cost capital, potentially increasing overall project scope. • **Fixed Borrowing Costs and Lower Construction Costs:** LACAHSA borrowing costs are fixed, with the ability for LACAHSA to consider refinancing if the market improves. Executing projects now secures construction costs at lower rates before they increase further.	• **Debt Obligations:** Issuance of bonds creates long-term debt obligations, tying up future Measure A funding. • **Interest Costs:** Bonds come with interest payments, which are less efficient over the long term when interest rates are high.

Overview of Eligible Uses

The following section identifies five categories of eligible PPO uses. Within each category, LACAHSA has identified a variety of financial tools that can be deployed and often combined to deliver and preserve affordable homes. Both LACAHSA and each Eligible Jurisdiction will have flexibility to deploy the tools that best respond to its unique market conditions, organizational capacity, and individual risk tolerance. As agencies design their own Production, Preservation, and Ownership programs, considerations should include:

- **Usage:** Will the tool target production, preservation, or ownership opportunities?
- **Subsidy Type:** Does the source have ownership interest or is it a loan that must be repaid? Is it structured as a one-time payment or ongoing payments?
- **Agency Role:** Does the agency have the internal capacity to administer the tool?
- **Households Served:** what levels of affordability are associated with the tool?

If an Eligible Jurisdiction wants to allocate LACAHSA funds to a use that has not been preapproved in the Expenditure Plan and Program Guidelines, the Eligible Jurisdiction may submit its proposed use to LACAHSA in a funding request. The funding request should include a summary of the proposed activity and how it aligns with Measure A and the Act. The request will be submitted to the LACAHSA Board or a committee established by the Board for consideration and approval. The Board or its designee will determine whether the proposed use is eligible and whether it will require an amendment to the Expenditure Plan.

The eligible uses within this section are the financing tools that can be utilized by LACAHSA and Eligible Jurisdictions. The tools can be deployed to invest in a variety of housing typologies and ownership structures. Each jurisdiction is given the flexibility to invest in diverse housing typologies including but not limited to traditional multifamily housing, social housing, adaptive reuse, land acquisition, ADUs, NOAH preservation, LIHTC resyndication, and mobile homes. In addition, these tools may be used in concert with one another to support a project's capital and operational feasibility. Table 10 below provides an overview of the eligible financial tools.

Image credit: LACAHSA

Table 10. Eligible Uses for Production, Preservation, and Ownership

Tool	Usage	Subsidy Type	Role	Households Served
Direct Project Investments				
Residual Receipts Loans	New construction or preservation	Soft-pay debt	Jurisdictions could originate loans directly to projects.	Primarily serving households below 80% AMI. Most effective in 30% to 80% AMI range. Tools pair well with operating subsidies to reach deeper affordability.
Limited Cashflow Loan		Soft-pay debt		
Hard Pay Subordinate Loan		Hard-pay debt		
Predevelopment/Acquisition Strike Loan	Predevelopment, acquisition, and/or preservation	Hard-pay debt		
Preferred Equity	New construction, preservation, or ownership	Equity		
Equity Investment				
Rent & Operating Subsidies				
Project-Based Rental Assistance	New construction or preservation	Annual operating subsidy (ongoing)	Jurisdictions may enter into agreements or provide rent and operating subsidies.	Households earning between 0-30% AMI.
Master Lease				
Shallow Rent Subsidy				
Operating Subsidies				Households earning between 0-80% AMI.
Capitalized Operating Subsidy Reserve (COSR)				
LACAHSA Mortgage				
A-Note	Primarily new construction, available for some preservation	Senior, hard-pay debt	LACAHSA is bond issuer for the A-Note and B-Note.	Households earning between 30% to 80% AMI. May serve projects that include homes at 120% AMI; however, funds may only be used for 50% AMI and 30% AMI homes.
B-Note with Guarantee		Bond and interest guarantee (ongoing) bond	Jurisdictions may provide additional investments and/or operating subsidies for related projects.	
Impact Fund				
Mini-Permanent Loan	Predevelopment, acquisition, and/or preservation of existing subsidized affordable and NOAH, or ownership	Hard-pay debt	Jurisdictions may provide additional residual receipts loans and/or operating subsidies.	Households earning between 30% to 80% AMI. If preservation, at building acquisition, all AMI levels are eligible. As units turnover over time, 100% of the building must reach 50% AMI.
Predevelopment/Acquisition Strike Loan			Jurisdictions could originate loans directly to projects.	
Ownership Products				
Community Land Trust Investment	Ownership	Hard-pay debt, soft-pay debt, grant	Jurisdictions could originate loans directly to non-profit organizations or households.	Primarily targeted towards households earning below 80% AMI. May serve projects that include homes at 120% AMI; however, funds may only be used for 50% AMI and 30% AMI homes in this scenario.
Limited or Shared Equity Cooperatives Investment				
Interest Rate Subsidy				
Soft Second Mortgage				
Foreclosure Assistance				
Affordable Homeownership Products Financing				

The financial tools can be deployed across various project types, often serving as complementary tools in a single capital stack, or ongoing subsidies to support project financing. Table 11 below illustrates how various housing projects could be suited to multiple financial tools.

Table 11. Eligible Uses by Housing Project Type

		Multi-Family Construction	Adaptive Reuse	Permanent Supportive Housing	Social Housing	Public Housing	Community Land Trusts	ADUs or Mobile Homes	Land Acquisition	Acquisition & Rehab	LIHTC Resyndication	NOAH Preservation
	PPO-New Construction											
	PPO-Flexible											
Direct Project Investments	Residual Receipts Loans											
	Limited Cashflow Loan											
	Hard Pay Subordinate Loan											
	Predevelopment/ Acquisition Strike Loan											
	Preferred Equity											
	Equity Investment											
Rent and Operating Subsidies	Project-Based Rental Assistance											
	Master Lease											
	Shallow Rent Subsidy											
	Operating Subsidies											
	Capitalized Operating Subsidy Reserve (COSR)											
LACAHSA Mortgage	A-Note											
	B-Note with Guarantee											
Impact Fund	Mini-Permanent Loan											
	Predevelopment/ Acquisition Strike Loan											
Ownership Products	Community Land Trust Investment											
	Limited or Shared Equity Cooperatives Investment											
	Interest Rate Subsidy											
	Soft Second Mortgage											
	Foreclosure Assistance											
	Affordable Homeownership Products Financing											

Direct Project Investments

Purpose

Direct project investments work to address the existing backlog of entitled affordable housing deals in need of gap financing. This may include projects that require local sources to secure LIHTC allocations and/or additional state funding. Uses within this section are currently commonly used for the development and preservation of affordable and mixed-income projects.

Tool Definitions

Residual Receipts Loans	Subordinate, soft-pay construction-to-permanent debt with below-market interest rates. Payments on the debt are made only if there is surplus project cash flow, with any unpaid interest deferred and accruing. The outstanding loan balance is due when the loan term ends or when the property is sold or refinanced. In most cases, residual receipts loans are underwritten with the expectation that the loan will not be fully repaid at maturity, rather extended, and resubordinated in exchange for continued affordability. Residual receipts loans are the most common existing tool for gap financing currently.
Limited Cashflow Loan	Subordinate, soft-pay debt for small investments to increase affordability in moderate income projects of $10,000 per unit. Payments on the debt are made only from surplus project cash flow with any unpaid interest deferred and accruing.
Hard Pay Subordinate Loan	Subordinate debt with a mandatory fixed monthly (hard-pay) payment, often with below-market interest rates. Debt service payments come from the project's residual income and can include both interest and principal payments. The outstanding loan balance is due when the loan term ends or when the property is sold or refinanced. For these loans, the loan-to-value ratio (LTV) is higher, meaning the loan amount is a larger percentage of the property's value. Most properties, especially deeply affordable ones, do not have sufficient residual income to cover payments, making hard-pay subordinate loans uncommon.
Predevelopment/ Acquisition Strike Loan	Low-cost debt that is available for costs associated with a project's acquisition (inclusive of land, or sites with existing structures) and predevelopment for a short term (1 to 5 years). Strike funds or acquisition funds allow affordable housing developers to compete with market-rate developers for preservation and development opportunities.
Preferred Equity	Preferred equity is prioritized before common equity in the cashflow distribution when the loan term ends or when the property is sold or refinanced. Preferred equity increases the chance for the equity holder to benefit from the project's income and earn more from property sales or refinancing than residual receipts loans. In exchange for reduced risk, preferred equity investors expect smaller returns.
Equity Investment	Non-profit affordable housing developers are limited in their ability to quickly raise equity and acquire larger portfolios of land or affordable buildings. The fund would cover a portion of the equity investment needed to acquire a building or site. It can work in place of or in addition to an Acquisition Strike Loan.

Image credit: LACAHSA

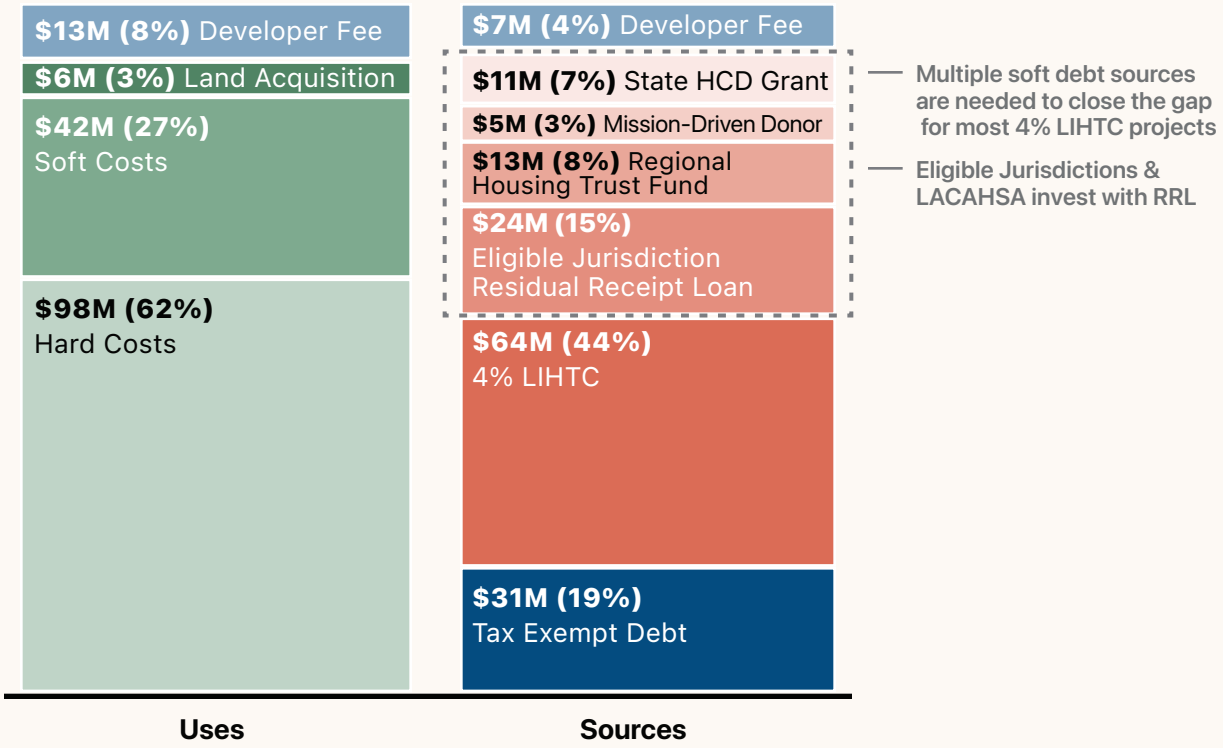
Opportunities and Constraints

- **Familiarity.** Residual receipts loans and other soft-pay products are the most common existing subordinate debt source provided by municipalities and agencies in Los Angeles County.
- **Flexibility.** Residual receipts loans and other soft-pay products offer the most generous and flexible terms of any of the financing tools and are best suited for LIHTC projects that have deep affordability supported by project-based vouchers or other operating subsidies. Regional housing trust funds and municipalities have experience administering these loans. New funding will bolster the existing Notice of Funding Availability (NOFA) processes.
- **Resource Intensity.** These loans are resource intensive and do not recycle, meaning the expectation for repayment is low. Therefore, these loans should be targeted towards the highest priority projects.
- **LIHTC Limitations.** Residual receipts loans, preferred equity, and hard pay subordinate loans are primarily used for new construction, targeted at 4% and 9% LIHTC projects. There are limited LIHTC funding resources, limiting the ability of these loans to scale further. These direct project investments can be used for non-LIHTC affordable new construction or preservation but require a much larger amount of funding per unit to make up for the LIHTC equity unless total development costs can decrease and/or the affordability level of the project can be moderated.
- **Opportunities for Use with Preservation and Future Development.** Forgivable cashflow loans and predevelopment/acquisition strike funds primarily target preservation of existing NOAH properties or land for future development.
- **Opportunities for Use with Social Housing.** Eligible jurisdictions and LACAHSA may consider utilizing direct project investment, paired with allowance for mixed income buildings, to develop social housing.
- **Need for Additional Subsidy.** All direct project investment models likely require pairing with existing affordable housing funding sources (local gap financing, LIHTC, federal CDBG/HOME).
- **Lack of Residual Cashflow for Preferred Equity and Subordinate Loans.** There are numerous low-cost and flexible first mortgages available to affordable housing developments. However, because these first mortgages allow for higher LTV ratio and lower debt service coverage ratio (DSCR), there is little residual net operating income (residual cash flow) to support hard-pay debt or equity. For this reason, hard-pay and some forms of equity are tools used relatively infrequently for deeply affordable housing.

Figure 4. Illustrative Example: Direct Project Investments with 4% LIHTC

Figure 4 provides an illustrative example of how an affordable housing project is conventionally financed in Los Angeles County. Projects typically require multiple direct project investments, in addition to 4% LIHTC allocation and tax-exempt debt. In this illustrative example, the total development cost to develop a 200-unit residential complex is $159 million—nearly $800,000 per unit. Although high, this per unit cost is aligned with typical 4% LIHTC deals in Los Angeles County. Because of the high cost, multiple residual receipt loans or other forms of subordinate debt are required to fill the financing gap.

The project requires a one-time, upfront investment of $300,000 per unit in residual receipts loans, provided by LACAHSA, Eligible Jurisdictions, or a combination of both. Due to funding limitations, multiple sources—including Eligible Jurisdictions, LACAHSA, and philanthropic or other funders—are likely needed.



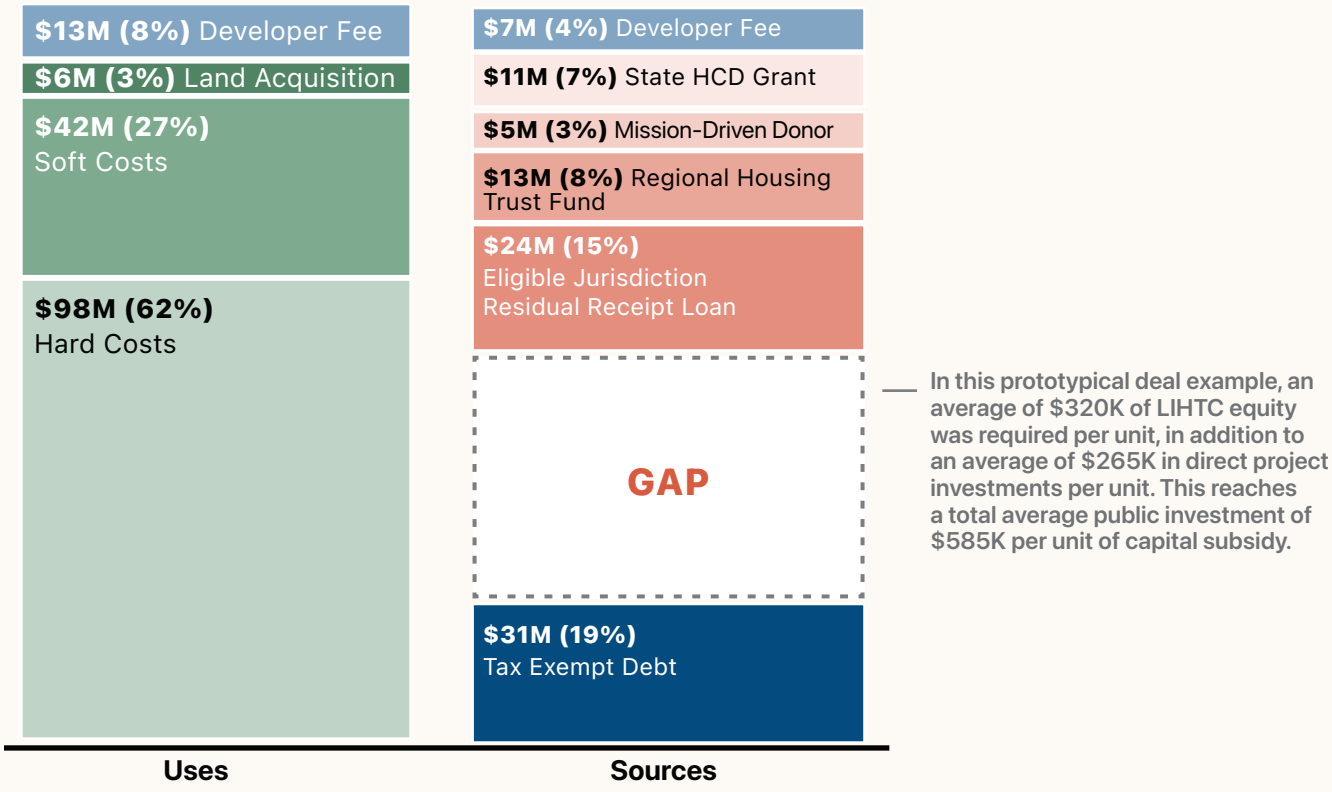
Key Assumptions

# of Units	200
Affordability Mix	40% @ 30%
	35% @ 50%
	25% @ 80%
Construction Type	Type V, Mid-Rise, New Construction
Total Development Cost	$159M
Total Development Cost per Unit	$796K

Note: For more information on assumptions, please see Appendix D. Financial Analysis Assumptions.

Figure 5. Illustrative Example: Direct Project Investments without 4% LIHTC

If a project is unable to access 4% LIHTC, a substantial gap emerges for the project. Figure 5 demonstrates the scale of that gap. Without LIHTC, developing a prototypical building with an income averaged 50% AMI would cost $727,000 per unit in direct project investments and rent and operating subsidies.



Note: For more information on assumptions, please see Appendix D. Financial Analysis Assumptions.

Rent and Operating Subsidies

Purpose

New or existing buildings with deep affordability may require additional ongoing payments in order to pay operating expenses and debt service payments.

Tool Definitions

Rent and operating subsidies can provide ongoing payments to pay for expenses such as utilities, maintenance, taxes, management, as well as debt service payments.

New Construction

Rent and operating subsidies can be provided to a new construction property for up to 15 years, with renewable terms allowed so long as that property has established affordability covenants.

Existing Properties

Rent or operating subsidies for existing properties may be eligible for PPO-Flexible funds based on the existing or new affordability covenants placed on the property. Such projects must receive LACAHSA technical assistance and approval prior to obligation. Assisting an existing property is eligible within the Flexible Production, Preservation, and Ownership category of PPO activities, as long as it is tied to the extension or deepening of affordability in the assisted units. Rent and operating subsidies may come in multiple forms, including, but not limited to tools described below.

Affordability Requirements

Rental subsidies—including project-based rental assistance, master leasing, and shallow rent subsidies—that provide direct rental assistance are limited to households at or below 30% of AMI.

Operating subsidies and capitalized operating subsidy reserves (COSR) that support a building's ongoing operations and are not tied to rental incomes, can be used for households at or below 80% of AMI.

Tool Descriptions

Project-Based Rental Assistance	Operating subsidy provided through a lease agreement to cover the rental payment gap between: • 30% of a resident's income, which resident pays to the lessor and, • fair market rent, or another target rent, which the lessor pays to the owner.
Master Lease	Master leasing is a housing strategy where an organization (such as a nonprofit or government agency) becomes the primary tenant by leasing homes within a building or an entire building from the owner. The master lessor then subleases these spaces to individuals who might otherwise face barriers to housing. Master leasing is eligible within the Flexible Production, Preservation, and Ownership category of PPO activities as long as it is tied to the extension or deepening of affordability in the master leased units.
Shallow Rent Subsidy	An ongoing monthly payment for a set share of units within a building to reduce the cost burden of lower income residents.
Operating Subsidies	Flexible operating subsidy provided for monthly debt service costs, operating expenses, tenant improvements, or temporary unit vacancy.
Capitalized Operating Subsidy Reserve (COSR)	Financial reserve created to cover eligible operating deficits, such as shortfall in rental income, operating expenses, or reserves for replacement contributions.

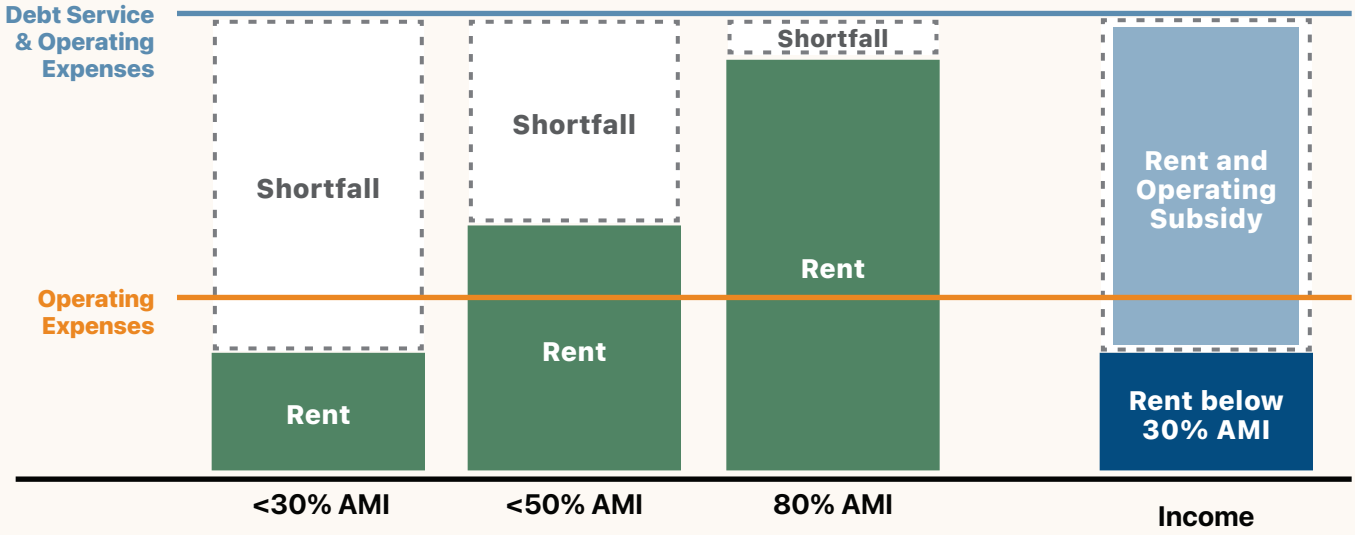
Opportunities and Constraints

- **Best for Deeply Affordable Units.** Operating subsidies are frequently needed for new construction and preservation of PSH projects and projects with a share of homes affordable to 30% and 50% of AMI.
- **Increased NOI Certainty.** Operating subsidies, depending on the time period agreed upon to provide funding, can increase the certainty that the building will have high enough net operating income to cover its debt obligations.
- **Reduced Lease-Up Risk.** Some rent and operating subsidies can help to remove lease-up timing risk, covering the rent of a home while it is vacant and getting households into homes faster. Rent and operating subsidies can also mitigate some risk associated with a building's ability to attract voucher holders.
- **Large, Ongoing Investment.** Depending on the type of operating subsidy and how the contract is structured, operating subsidies may require a substantial annual investment. For permanent supportive housing, an even larger subsidy would be required.
- **Exit Assumptions.** For underwriting purposes, short 5-year rent and operating subsidies create voucher overhang risk for projects and create financing challenges in the long term. Longer term rent and operating subsidies (such as 10 to 15 years) may be considered to address financing challenges.

Image credit: Mayra Beltran Vasquez/ Los Angeles County

Figure 6. Illustrative Example: Rent Required to Cover Monthly Operating & Financing Expenses

Rent and operating subsidies may be necessary for a building to be able to pay its monthly operating expenses and service its debt. Figure 6 demonstrates how this shortfall varies depending on the AMI level of the home. In the case of a home with a rent limit of 30% of AMI, a rental and operating subsidy would be needed to both meet operating expenses and pay for ongoing debt service. The scale of this necessary subsidy decreases as the AMI level of the home increases. The final column on the right demonstrates how a rent and operating subsidy can help to fill this gap. Each home affordable to households at or below 50% of AMI requires an ongoing subsidy ranging from $4,700 to $19,000 per year.



Note: For more information on assumptions, please see Appendix D. Financial Analysis Assumptions.

LACAHSA Mortgage

Purpose

The LACAHSA Mortgage provides a one-stop-shop for developers to fund 65%-90% of development costs with low-interest, tax-exempt debt. The LACAHSA Mortgage is intended to reduce costs and development finance timelines, develop an avenue to finance affordable housing without LIHTC, and deploy Measure A revenue quickly.

Tool Definitions

The LACAHSA Mortgage is a financing tool to raise lower-cost capital through the bond market and provide tax-exempt debt financing for 100% affordable and mixed-income projects. There are two complementary financing tools that could be utilized to create this product—the A-Note and the B-Note with Guarantee—though these tools may also be used individually or in combination with other financing tools.

While the LACAHSA Mortgage is primarily intended as a countywide funding structure, there are partnership opportunities with Eligible Jurisdictions to further these deals. There may also be opportunities for further technical assistance from LACAHSA to support partnerships.

Tool Descriptions

A-Note	Senior, permanent debt with mandatory fixed monthly payments (hard-pay). The A-Note conforms to typical first mortgages for construction or permanent loans in structure with higher leverage and lower-cost due to its tax-exempt status.
B-Note with Guarantee	Subordinate, typically second position, permanent residual receipts loan with a guarantee from the lender that increases the ability to sell the bond to third-party investors at a low interest rate. The guarantee is a commitment that the lender will cover the difference between the payments made by the project and the coupon of the B-Note. It can take many forms such as a operating deficit reserve or a contingent loan. By guaranteeing the B-Note, the LACAHSA Mortgage becomes an asset that has the potential to be resold in the secondary market to further recycle LACAHSA funds for reinvestment.

Note: LACAHSA and/or Eligible Jurisdictions will need to work with bond counsel to ensure that projects qualify for tax-exempt bond financing and determine if the tax-exempt bond financing is exempt from the CA volume cap for private-activity bonds.

Opportunities and Constraints

- **Substantially Less Public Subsidy.** Compared to a typical LIHTC capital stack comprised of both LIHTC equity and various local government residual receipts loans, the LACAHSA Mortgage would not require tax credits. Residual receipts loans required for a LACAHSA Mortgage are comparable in scale to those required for LIHTC projects.
- **Cost Efficiencies.** The LACAHSA Mortgage reduces financing carrying costs and improves deal economics as the full funding capital stack originates from the public entity.
- **Time Efficiencies.** These tools may induce faster timelines from entitlements through construction with a reduced reliance on piecemeal local, state, and philanthropic funding sources. Reduces the complexity of the capital stack.
- **Pursues Avenue Outside of LIHTC.** The LACAHSA Mortgage reduces reliance on 4% LIHTC equity, which is limited by federally mandated state bond caps.
- **More Conducive for Social Housing.** LACAHSA's flexibility for projects that include 80% and 120% AMI homes allows for alternative ownership structures like social housing more than traditional LIHTC-financed projects and/or public housing.
- **Limited Deal Pipeline for New Funding Source.** There is a limited existing pipeline of non-LIHTC mixed income and affordable housing deals within Los Angeles County. A LACAHSA Mortgage will take time to be established as a reliable capital source for projects. Developers will be interested in successful examples prior to redesigning capital stacks and affordability mixes to align with the program.
- **Still Requires Operating Subsidies and Residual Receipts Loans.** In most scenarios, a residual receipts loan funded at initial financial closing is necessary to generate the financial return required by all financing sources. The residual receipts loan could be provided by LACAHSA from its retained funding or from Eligible Jurisdictions. Additionally, rent and operating subsidies, are necessary for homes below 50% AMI to generate sufficient net operating income for the property to meet its debt obligations. This product is not compatible with 100% Permanent Supportive Housing properties, given the need for extensive operating subsidies.

A-Note Specific Opportunities and Constraints

- **Other Existing Sources of A-Notes.** Similar senior debt products exist from California Housing Finance Agency and other private issuers with proven track records, particularly for LIHTC deals.[38]
- **Flexibility in Use Case.** A-Notes may be used as a construction-to-permanent loan for new construction or substantial rehabilitation, a permanent loan for NOAH preservation, or a forward commitment of a permanent loan for new construction or substantial rehabilitation. A-Note may be utilized across building typologies.

B-Note Specific Opportunities and Constraints

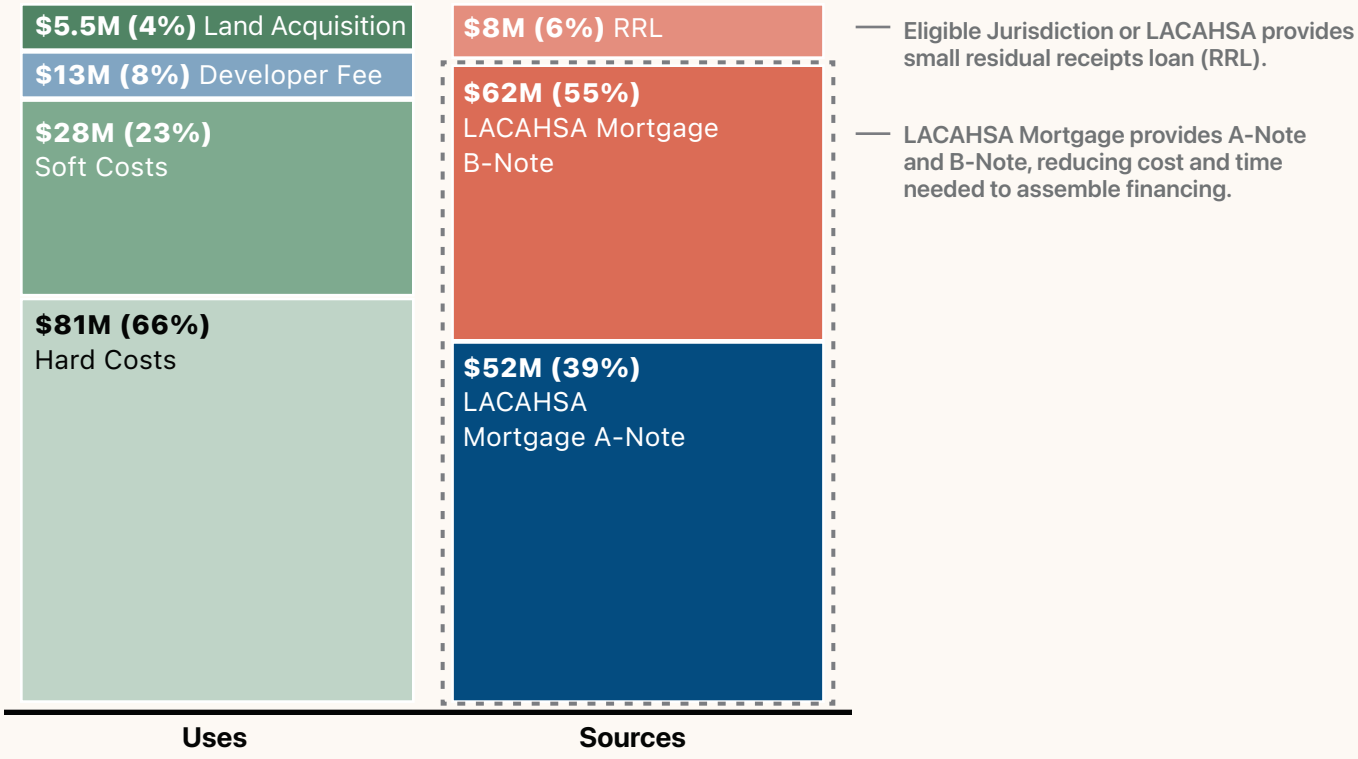
- **New Product in California.** While tested in other markets, the B-Note with guarantee is a new product not yet tested by the market. Servicing the full funding capital stack also brings potential additional risks.
- **Usage.** B-Note with Guarantee primarily would be used for new construction. They may also be implemented as a forward commitment of soft-pay debt associated with new construction or soft-pay debt as part of recapitalization of existing affordable housing assets.

38 California Housing Finance Agency, Conduit Issuer Program. https://www.calhfa.ca.gov/multifamily/programs/forms/termsheet-conduit.pdf

Figure 7. Illustrative Example: LACAHSA Mortgage

Figure 7 provides an illustrative example of a LACAHSA Mortgage utilized to build a 200-unit, mid-rise, rental complex. The LACAHSA Mortgage includes an A-Note and a B-Note. In this example, the LACAHSA Mortgage also leverages rent and operating subsidies, in addition to a B-Note guarantee. While projects with a lower cost of development may not need additional subsidy, this illustrative example still requires an additional residual receipts loan to bridge the financing gap.

The project requires a one-time, upfront investment of $40,000 per unit in residual receipts loans and an average ongoing investment of $16,000 per unit.



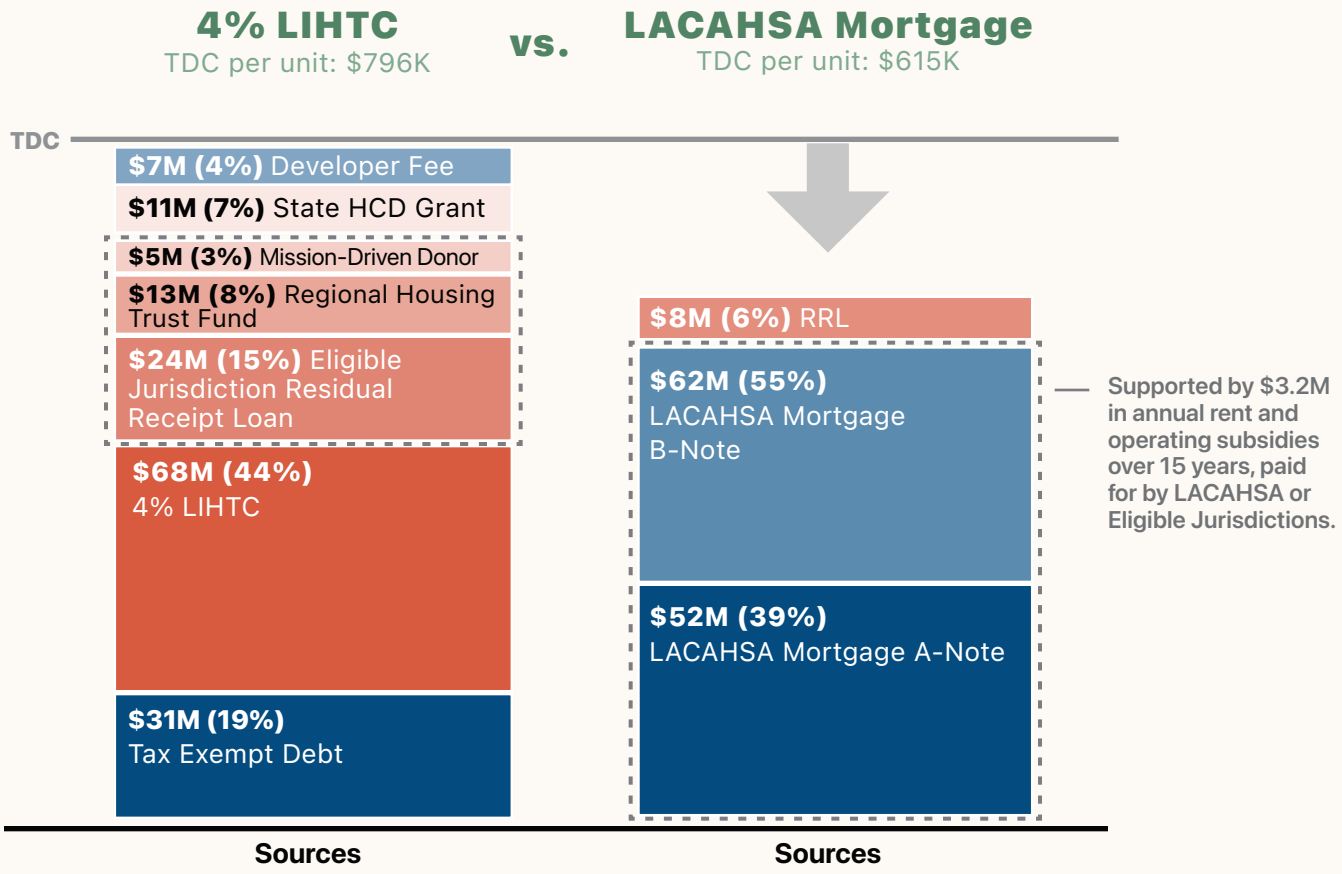
Key Assumptions

# of Units	200
Affordability Mix	10% @ 30%
	10% @ 50%
	80% @ 80%
Construction Type	Type V, Mid-Rise, New Construction
Total Development Cost	$123M
Total Development Cost per Unit	$615K

Note: For more information on assumptions, please see Appendix D. Financial Analysis Assumptions.

Figure 8. Illustrative Example: 4% LIHTC compared with LACAHSA Mortgage

Figure 8 highlights the differences between Figures 5 and 7. With the LACAHSA mortgage, LACAHSA can provide a single-source of locally controlled financing—reducing the number of sources required to fund a project and the per unit total development cost.



Note: For more information on assumptions, please see Appendix D. Financial Analysis Assumptions.

Impact Fund

Purpose

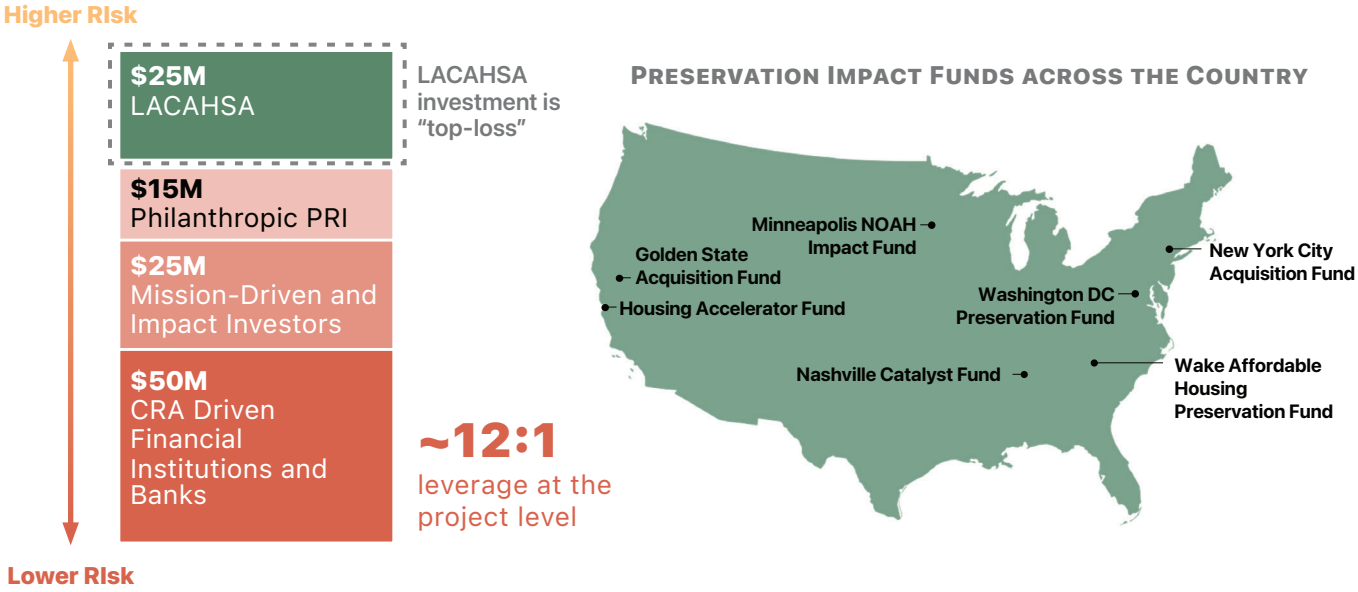
Impact funds are intended to leverage additional capital sources in conjunction with public funding to preserve existing subsidized affordable housing, acquire and preserve Naturally Occurring Affordable Housing (NOAH), and in the future, develop housing products at a faster and less costly pace.

Tool Definitions

Impact funds offer below-market financial terms and greater flexibility than typical financing by raising impact-driven investments. A public entity seeds a new impact fund serving as first-loss capital and attracting mission-driven capital sources including philanthropy through program-related investments (PRI) or Mission Related Investments (MRI), impact investors, and Community Reinvestment Act (CRA)-motivated financial institutions. The fund may be held by LACAHSA, an Eligible Jurisdiction, or by a qualified CDFI or other financial institution. The focus of the impact fund may be on preserving existing subsidized affordable housing, as well as acquiring and preserving Naturally Occurring Affordable Housing (NOAH). Eligible Jurisdictions can also elect to participate in a LACAHSA-led impact fund through investment of first-loss capital or provision of residual receipts loans to awarded projects.

Figure 9: Illustrative Fund Composition and Preservation Impact Fund Comparisons

Impact funds are tools used through the country to preserve housing affordability. Figure 9 highlights some of these example funds utilized for the acquisition and preservation of existing subsidized affordable housing and preservation of NOAH. On the left, the diagram depicts an illustrative example of how these precedent funds are structured. A public entity acts as first-loss capital, leveraging additional investments of varying risk levels. At a project level, there may be up to a 12:1 leverage ratio utilizing this additional lower-cost debt.



Tool Descriptions

Mini-Permanent Loan	Low-cost debt with mandatory fixed monthly payments (hard-pay) used to cover immediate acquisition and rehabilitation requirements for a medium term (less than 5 to 7 years).
Predevelopment / Acquisition Strike Loan	Low-cost debt that is available for costs associated with a project's acquisition (inclusive of land, or sites with existing structures) and predevelopment for a short term (1 to 5 years). Strike funds or acquisition funds allow affordable housing developers to compete with market-rate developers for preservation and development opportunities.

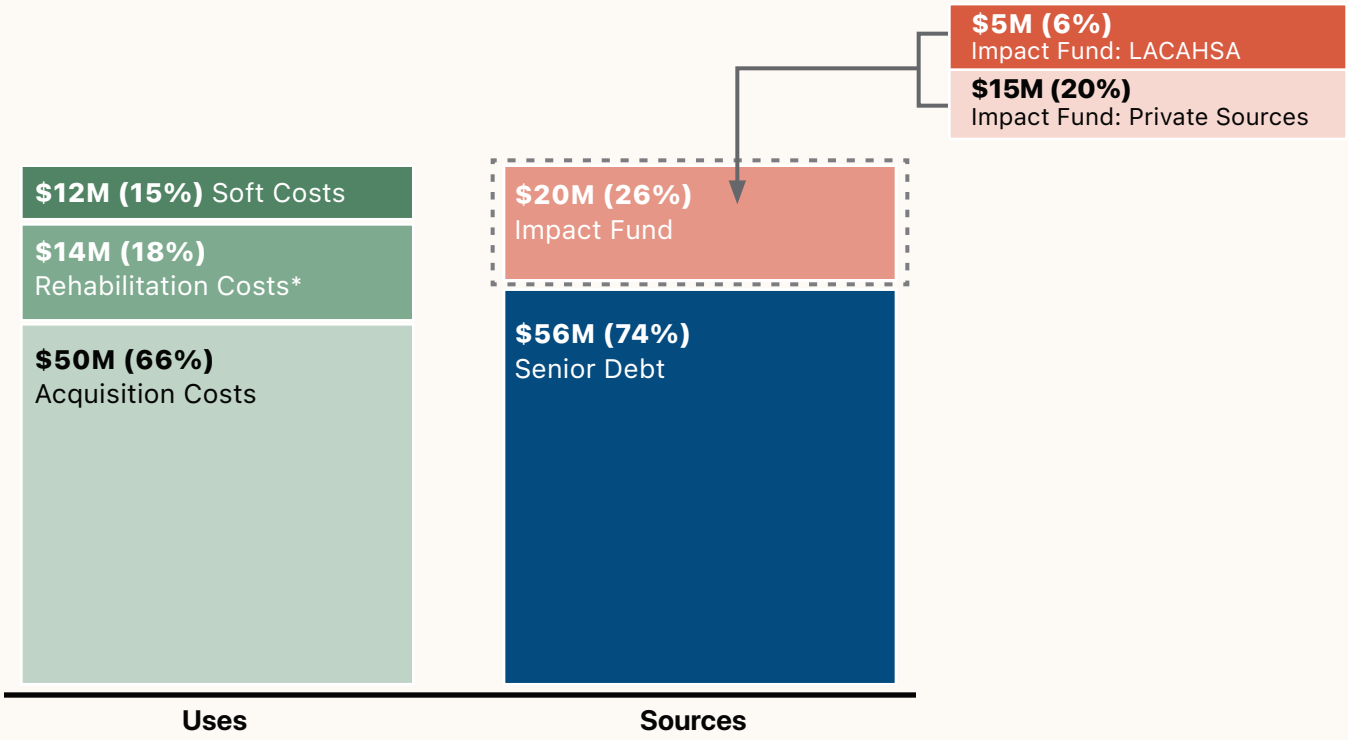
Opportunities and Constraints

- **Preservation of Existing Affordability.** An impact fund will primarily invest in the preservation of existing affordable homes, including:
  - subsidized affordable properties, such as recapitalization properties (e.g., existing PSH or master leased projects) or expiring affordability restrictions, and
  - acquisition and rehabilitation of NOAH or conversion of existing market-rate homes.
- **Leverage.** An impact fund structure creates opportunities to access additional capital markets by pairing low-cost capital from public entities with investments from mission-driven investors (philanthropy, CRA institutions, etc.). An initial investment from a public entity into the fund creates increased certainty of returns for mission-driven investors, drawing in additional capital that would not be available otherwise. The result is a lower share of funding required per unit when compared with a direct project investment.
- **Time Efficiencies.** An impact fund would allow faster deployment of capital compared to traditional public tools, making preservation of properties feasible.
- **Still Requires Operating Subsidies and Residual Receipts Loans.** In most scenarios, a residual receipts loan funded at initial financial closing is necessary to generate the financial return required by all financing sources. This is due to high financing and total development costs. Either Eligible Jurisdictions or LACAHSA, through its retained funding, could provide the residual receipts loan. Additionally, operating subsidies for homes below 50% AMI may be necessary to improve net operating income for some projects.
- **Deferred Maintenance Needs.** For some properties, the scale of capital improvements may qualify the project as substantial rehabilitation. In these scenarios, greater upfront capital expenditure will be required to improve the homes' quality up to minimum standards. Under SB 679, preservation projects involving substantial rehabilitation are considered new construction.
- **Limited Share of Capital Stack.** When projects already have a high-leverage first mortgage, there is little cash flow available to support additional debt.
- **Limited Investment Term.** Most impact funds provide bridge capital during the initial investment and renovation period for preservation products. Refinancing at the end of the term may pose a challenge for deeply affordable projects.

Figure 10. Illustrative Example: Impact Fund Investment

Figure 10 provides an illustrative example of an affordable housing acquisition and rehabilitation project financed by an Impact Fund investment. In this example, the total cost of development is $380,000 per unit—typical of a moderate rehab in LA County. Although most of the project can be financed with traditional debt, the $20 million Impact Fund investment bridges the financing gap, allowing the project to provide deeper levels of affordability. The $5 million investment from LACAHSA serves as "top-loss" money, to secure the $15 million investment from private sources.

The project requires a one-time investment of $100,000 per unit in residual receipt loans—funded by both LACAHSA and its Impact Fund partners. Each home affordable to households at or below 50% of AMI also requires an ongoing subsidy ranging from $4,700 to $19,000 per year. Overtime, additional investments will be needed to cover capital investments.



This is a moderate level of rehab, over the longer-term additional investment capital improvements will be needed.

Key Assumptions

# of Units	200
Affordability Mix	100% @ 50%
Construction Type	Acquisition and Substantial Rehab, Mid-Rise
Total Development Cost	$76M
Total Development Cost per Unit	$380K

Note: For more information on assumptions, please see Appendix D. Financial Analysis Assumptions.

Ownership Products

Purpose

Ownership products aim to create opportunities for affordable homeownership and wealth building by bolstering shared equity ownership opportunities, buying down interest rates, down-payment assistance, foreclosure prevention, and increasing access to credit and/or purchase capacity for low- to moderate-income households.

Ownership products include a variety of financing structures to improve the affordability of existing ownership opportunities or to increase the production or preservation of affordable homeownership opportunities.

Tool Descriptions

Community Land Trust Investment	Community Land Trusts retain ownership of the underlying land and allow owners to only purchase the home. Investments in Community Land Trusts may include, but are not limited to, loan products for households to purchase homes through a community land trust, interest rate subsidies, ownership by Community Land Trusts, or direct investments into Community Land Trust organizations.
Limited or Shared Equity Cooperatives Investment	Limited Equity Cooperatives (LECs) and Shared Equity Cooperatives (SECs) provide opportunities for households to purchase a share of a development as opposed to an individual home. Price growth is restricted based on a formula for equity growth, and shares in the building can be resold at prices that ensure continued affordability and modest equity growth. Investments in LECs and SECs may include, but are not limited to, construction subsidies or low-interest financing, through the provision of loan products for residents to own shares in a cooperative housing corporation.
Interest Rate Subsidy	Capital to reduce the upfront cost of homeownership through a payment on a portion of interest owed.
Soft Second Mortgages	Capital to reduce the upfront cost of homeownership through a permanent loan, forgivable over a specific period of time, for income-qualified households to cover a portion of the down payment and/or closing costs for a home.
Foreclosure Assistance	Programs, services, or resources designed to help homeowners who are at risk of losing their homes due to missed mortgage payments. Foreclosure assistance may include, but is not limited to, loan modification, emergency financial aid, or temporary mortgage assistance.
Affordable Homeownership Products Financing	Loans for the construction or preservation of existing affordable accessory dwelling units (ADUs), mobile homes or manufactured homes, or other affordable homeownership products.

Opportunities and Constraints

- **Wealth Building for Low-and-Moderate Income Households.** Homeownership can provide a pathway to generational wealth, particularly for groups historically excluded from homeownership markets.
- **Expanding Pathways to Ownership.** Ownership products can be paired with Tenant Opportunity to Purchase (TOPA) and Community Opportunity to Purchase (COPA) policies to provide tenants and/or qualified purchasers the opportunity of the Right of First Offer and/or Right of First Refusal to potentially purchase their homes. A qualified purchaser could include a nonprofit, affordable housing developer, cooperative corporation controlled by a majority of residents, a limited equity co-op, or community land trust.
- **Ability to Target Variety of Housing Typologies.** Ownership products may support a variety of entry level homeownership opportunities. This may include:
  - existing shared equity building typologies;
  - new construction affordable homeownership opportunities, such as condos, accessory dwelling units (ADUs), townhomes, mobile homes, or single-family homes;
  - Preservation of existing affordable homeownership products, such as existing Below-Market-Rate (BMR) units.
- **Resource Intensive.** While allowable under the LACAHSA Act, these products require significant investments of capital to support a relatively small number of homes or households. The scale of resource intensity may make some ownership products incompatible with reaching LACAHSA's goals.

Renter Protection & Homelessness Prevention (RPHP)

Allocations

In FY 2025-26, 30% of the LACAHSA budget will be dedicated to Renter Protection and Homelessness Prevention (RPHP)—$114.8 million. As mandated in the LACAHSA Act, this funding is designed to help "renters of lower income households" (0-80% AMI) and eligible uses can include, but are not limited to:

"(i) Pre-eviction and eviction legal services, counseling, advice and consultation, training, renter education and representation, and services to improve habitability that protect against displacement of tenants.

(ii) Providing rental assistance for lower-income households. Rental assistance shall be provided to a specific household for a reasonable amount of time not to exceed six months, and shall be paired with supportive services, such as eviction prevention and defense, to the greatest extent possible.

(iii) Providing relocation assistance for lower income households beyond what is legally required of landlords according to local or state law."[39]

The distribution of RPHP funds by jurisdiction is presented in Table 12 below.

Table 12. Estimated LACAHSA Funding for Renter Protection and Homelessness Prevention by Jurisdiction

	Agency	Total for RPHP	% of RPHP Total	% of LACAHSA Total
1	LACAHSA *(including small cities TA)*	$34,449,643	30.0%	9.00%
2	Burbank-Glendale-Pasadena Regional Housing Trust	$2,137,002	1.9%	0.56%
3	City of Glendale	$2,105,698	1.8%	0.55%
4	City of Long Beach	$4,646,518	4.0%	1.21%
5	City of Los Angeles	$39,560,271	34.5%	10.34%
6	City of Santa Clarita	$886,244	0.8%	0.23%
7	Gateway Cities Council of Governments/ Gateway Cities Affordable Housing Trust	$8,102,103	7.1%	2.12%
8	Las Virgenes/Malibu Council of Governments	$166,605	0.1%	0.04%
9	North Los Angeles County Transportation Coalition JPA	$2,142,219	1.9%	0.56%
10	San Fernando Valley Council of Governments	$146,780	0.1%	0.04%
11	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	$8,172,640	7.1%	2.14%
12	South Bay Cities Council of Governments South Bay Regional Housing Trust	$4,886,096	4.3%	1.28%
13	Unincorporated Los Angeles County	$5,312,453	4.6%	1.39%
14	Westside Cities Council of Governments	$2,117,872	1.8%	0.55%
	TOTAL	**$114,832,143**	**100.0%**	**30.00%**

39 https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB 679

Statutory Requirements

LACAHSA's establishing legislation mandates protection of renters from housing instability, displacement, and homelessness. Therefore, LACAHSA encourages the flexible use of funds that support housing stability within the following statutory requirements established by the LACAHSA Act:

- RPHP funds must be used for low-income renters with a household income between 0% and 80% of Area Median Income (AMI).[40]
- RPHP funds cannot fund support services for individuals experiencing homelessness.[41]
- Rental assistance cannot exceed six months and should be paired with supportive services.

LACAHSA may adopt policies and guidelines to further implement and interpret the requirements of the Act. For example, LACAHSA will develop and adopt a formal definition of "renter" in the forthcoming program guidelines.

LACAHSA's Unique Role in Renter Protection and Homelessness Prevention

As a regional organization, LACAHSA has the unique ability to develop an integrated approach to renter protection and homelessness prevention throughout Los Angeles County in order to maximize limited resources, improve equitable access to services, and ensure effective outcomes in reducing homelessness. Critical performance improvements include:

- Making access to services consistent for households across the region;
- Facilitating more efficient referrals and resource coordination;
- Targeting resources to households most likely to become homeless or experience housing instability without assistance;
- Promoting regional alignment and reducing duplication; and
- Enabling consistent data collection to support program evaluation and equity analyses.

To support this approach across the region, LACAHSA will develop an RPHP Integrated Service Model and provide the option for Eligible Jurisdictions to participate or opt-in to this model.

This Integrated Service Model will build on and enhance coordination between existing RPHP programs to deliver standardized, comprehensive RPHP services throughout Los Angeles County. It will be a networked model with shared tools and administrative functions as well as streamlined contracting, reporting, and compliance. The Integrated Service Model will be designed in collaboration with participating Eligible Jurisdictions and administered by LACAHSA.

For Eligible Jurisdictions that choose to participate or opt-in to the Integrated Service Model, LACAHSA will provide a 15% funding match to expand service levels within the Eligible Jurisdiction and support the Eligible Jurisdiction's participation in collaborative planning and evaluation activities.

Additionally, a portion of LACAHSA Technical Assistance funds will be dedicated to support the development of this Integrated Service Model, including providing funding for planning, collaboration, evaluation, and infrastructure to enable integration and effective service delivery.

40 As defined in Section 50053 of the California Health and Safety Code.

41 As specified in Government Code section 64710.

The Integrated Service Model will include a combination of all eligible RPHP uses:

- Marketing, Assessment, Eligibility, and Referral
- Legal Services and Renter Education
- Emergency Rental Assistance
- Flexible Financial Assistance
- Short-Term Income Support

As the Integrated Service Model develops, LACAHSA will make every effort to coordinate with non-LACAHSA funded RPHP programs throughout the county and use the infrastructure of the Integrated Service Model to support systemwide integration.

In the future, Eligible Jurisdictions and other countywide stakeholders may contribute additional resources to the Integrated Service Model or align other non-LACAHSA funded services with the Integrated Service Model. For example, if an Eligible Jurisdiction operates an existing prevention program and would like to bring it under the "umbrella" of the Integrated Service Model, it may do so and use the shared tools and systems developed for the Integrated Service Model.

Participation in the Integrated Service Model will include technical assistance and capacity building support for collaborative planning and evaluation activities such as:

- Participating Eligible Jurisdictions can provide guidance to LACAHSA on specific needs within their jurisdiction and the corresponding distribution of resources across the RPHP eligible uses
- Stakeholder engagement to solicit feedback on the design and operation of countywide, integrated approach

Image credit: Michael Owen Baker

- Development of potential models for countywide approaches and shared tools to support integration
- Identification of streamlined approaches to contracting and compliance
- Development of shared data and administrative systems, such as standardized data collection and screening tools and/or shared administrative services such as fiscal agent services
- System evaluation activities to review performance
- Countywide learning collaboratives or other stakeholder engagement activities to share data and best practices and support continuous improvement

Overview of Eligible Uses

The following outlines five eligible uses of RPHP funds: marketing, assessment, eligibility, and referral; legal services and renter education; emergency rental assistance, flexible financial assistance, and short-term income support. Eligible Jurisdictions may provide services directly, through partnerships with contracted service providers, and in partnership with LACAHSA and other eligible jurisdictions on countywide or regional initiatives. As needed, inquiries regarding eligible additional uses for RPHP funding may be raised to the LACAHSA's Chief Programs Officer for assistance and consideration.

Table 13. Eligible Uses for Renter Protection and Homelessness Prevention

Overview of Tools	
Marketing, Assessment, Eligibility, and Referral	Marketing, Assessment, Eligibility and Referral identifies households at risk of losing their housing, assesses their needs, determines their eligibility for assistance, and connects them directly with RPHP resources. and support to avoid homelessness.
Legal Services and Renter Education	Legal Services and Renter Education offers legal representation, advocacy, outreach, and education to households at risk of losing their housing.
Emergency Rental Assistance	Emergency Rental Assistance provides financial assistance for rental expenses to support the stabilization of households at risk of losing their housing.
Flexible Financial Assistance	Flexible Financial Assistance provides an array of financial assistance for households at risk of losing their housing.
Short-Term Income Support	Short-Term Income Support involves providing income assistance for households at risk of losing their housing.

Examples of Existing Programs

Bay Area, CA: Integrated Service Model

Keep People Housed (also known as the Bay Area's Regional Homelessness Prevention initiative) is an example of an integrated service model that provides flexible financial assistance, legal assistance, and housing stabilization services to households at risk of becoming homeless in an accessible and standard way across the Bay Area region. Keep People Housed uses a technology platform that offers a public-facing, web-based application; standard eligibility and prioritization tools; document collection uploading, and functionality for case management services and financial management. Building toward regional coverage, Keep People Housed is now available in four communities—City of Oakland, Contra Costa County, Solano County, and Sonoma County—and the integrated service model has provided assistance to more than 24,000 households across the region.

Long Beach, CA: Tenant Right to Counsel Program

The City of Long Beach's Tenant Right to Counsel program is a partnership with Stay Housed LA. Stay Housed LA is a partnership between Los Angeles County, the City of Los Angeles, and local community and legal service providers.

The program offers free legal representation to qualified tenants facing eviction in Long Beach, including limited scope and full scope representation. The program also provides tenant education workshops and legal clinics.

Los Angeles, CA: Short-Term Emergency Assistance

The City of Los Angeles' Short-Term Emergency Assistance program seeks to prevent homelessness by ensuring that short-term emergency rental assistance is available to tenants who are experiencing or have recently experienced an economic hardship. The program is currently administered by City staff.

The program is designed to provide emergency rental assistance equal to a maximum of six months of rent, either arrears or prospective, to landlords on behalf of low-income tenant applicants. Applicants must submit requested materials to determine eligibility.

Santa Monica, CA: Preserving Our Diversity

The Preserving Our Diversity program is cash-based assistance to low-income, long-term Santa Monica residents in rent-controlled apartments in Santa Monica. The program is currently administered by City staff.

The program is designed to achieve a minimum monthly after-rent income of $986 for a one-person household or $1,724 for a two-person household. Applicants must submit requested materials to determine eligibility.

Although Preserving Our Diversity is an ongoing program, any financial assistance programs funded by LACAHSA must limit support to a maximum of six months.

Technical Assistance (TA)

Allocations

In FY 2025-26, 5% of the LACAHSA budget will be dedicated to Technical Assistance (TA) programs—$19.1 million. As mandated in the LACAHSA Act, Technical Assistance includes research and policy development and eligible uses include, but are not limited to:

> *"(A) Collecting and tracking information related to displacement and displacement risk, rents, and evictions in the region.*
>
> *(B) Drafting model affordable housing land use ordinances that may be adopted by any jurisdiction in Los Angeles County."*[42]

The LACAHSA Act also requires that the Agency a) set aside programmatic funds specifically to provide technical assistance to cities with a population under 50,000 and b) create a bench of consultants able to provide technical assistance to those cities. The distribution of TA funds by jurisdiction is presented in Table 14 below.

Table 14. Estimated LACAHSA Funding for Technical Assistance by Jurisdiction

	Agency	Total for TA	% of TA Total	% of LACAHSA Total
1	LACAHSA *(including small cities TA)*	$5,741,607	30.0%	1.50%
2	Burbank-Glendale-Pasadena Regional Housing Trust	$356,167	1.9%	0.09%
3	City of Glendale	$350,950	1.8%	0.09%
4	City of Long Beach	$774,420	4.0%	0.20%
5	City of Los Angeles	$6,593,378	34.5%	1.72%
6	City of Santa Clarita	$147,707	0.8%	0.04%
7	Gateway Cities Council of Governments/ Gateway Cities Affordable Housing Trust	$1,350,350	7.1%	0.35%
8	Las Virgenes/Malibu Council of Governments	$27,768	0.1%	0.01%
9	North Los Angeles County Transportation Coalition JPA	$357,037	1.9%	0.09%
10	San Fernando Valley Council of Governments	$24,463	0.1%	0.01%
11	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	$1,362,107	7.1%	0.36%
12	South Bay Cities Council of Governments South Bay Regional Housing Trust	$814,349	4.3%	0.21%
13	Unincorporated Los Angeles County	$885,409	4.6%	0.23%
14	Westside Cities Council of Governments	$352,979	1.8%	0.09%
	TOTAL	**$19,138,690**	**100%**	**5.0%**

42 https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB 679

Overview of Eligible Uses

The following descriptions identify four eligible uses of TA funds. For each type, Eligible Jurisdictions may provide services directly or through partnerships with contracted service providers. If an Eligible Jurisdiction wants to allocate LACAHSA funds to a use that has not been preapproved in the Expenditure Plan and Program Guidelines, the Eligible Jurisdiction may submit its proposed use to LACAHSA in a funding request. The funding request should include a summary of the proposed activity and how it aligns with Measure A and the Act. The request will be submitted to the LACAHSA Board or a committee established by the Board for consideration and approval. The Board or its designee will determine whether the proposed use is eligible and whether it will require an amendment to the Expenditure Plan.

Table 15. Eligible Uses for Technical Assistance

Overview of Tools	
Local Agency Technical Assistance Grants	LACAHSA will administer a Local Agency Technical Assistance grant that will allow Eligible Jurisdictions and their member jurisdictions to directly apply for technical assistance funds. LACAHSA will also administer a Local Agency Technical Assistance grant that will allow cities with populations under 50,000 to directly apply for technical assistance funds.
Direct Technical Assistance Programming	LACAHSA and Eligible Jurisdictions may provide direct technical assistance programming for Eligible Jurisdictions and their member jurisdictions to engage in coordination and capacity building. Eligible programming can include technical workshops, training sessions, education on best practices, and regulatory compliance support. Capacity building programs may also include investing in training for service providers, affordable housing developers, and other program delivery partners, who made need upskilling to fully participate.
Program Design, Administration, Monitoring, & Evaluation	LACAHSA and Eligible Jurisdictions may use Technical Assistance funds to develop internal staff capacity and administrative infrastructure required to design, operate, monitor, and evaluate related programs.
Professional Services Support	LACAHSA and Eligible Jurisdictions may use Technical Assistance funds to contract additional consultant services related to policy development and implementation, monitoring, and evaluation.

Local Agency Technical Assistance Grants

LACAHSA will administer a Local Agency Technical Assistance grant program that will allow Eligible Jurisdictions and their member jurisdictions to directly apply for technical assistance funds. The grants could be used to bolster an Eligible Jurisdiction's current allocation of TA funds or provide direct funding to member cities and their Housing or Community Development Departments.

As mandated by the LACAHSA Act, LACAHSA will also administer a Local Agency Technical Assistance grant program that will allow cities with populations under 50,000 to directly apply for technical assistance funds. The grants will provide direct funding to member cities and their Housing or Community Development Departments. Funding could also flow through Councils of Government or Housing Trusts.

Program Design Considerations:

- Cadence: Will LACAHSA administer a notice of funding availability on an annual or biannual basis or accept applications on a rolling or open basis?
- Prioritization: How will LACAHSA evaluate grant proposals to prioritize uses that advance its goals?
- Award Size: What is the maximum award size to enable effective use of the funds, while promoting fair access?

Direct Technical Assistance Programming

LACAHSA and Eligible Jurisdictions may provide direct technical assistance programming for Eligible Jurisdictions and their member jurisdictions to engage in coordination and capacity building. Eligible programs can include technical workshops, training sessions, education on best practices, and regulatory compliance support. LACAHSA may hire dedicated staff to lead programming and coordination efforts and/or engage with outside experts including academics, practitioners, and third-party consultants. Capacity building programs may also include investing in training for service providers, affordable housing developers, and other program delivery partners, who made need upskilling to fully participate.

Eligible uses include but are not limited to:

- Full-time staff dedicated to regional coordination, such as an Ombuds role; and
- Training and capacity building workshops for Eligible Jurisdictions related to core services including Notice of Funding Availability (NOFA) administration, loan underwriting, risk analysis, and asset management.
- Training for service providers, affordable housing developers, or other program delivery partners who made need upskilling to fully participate.

Program Design, Administration, Evaluation, & Monitoring

LACAHSA and Eligible Jurisdictions may use Technical Assistance funds to develop internal staff capacity and administrative infrastructure required to design, operate, monitor, and evaluate related programs. Programming may be provided by agency staff, third-party experts, and/or consultants.

Eligible uses include but are not limited to:

- Dedicated staff for policy analysis, program development and administration, monitoring, and/or evaluation;
- IT infrastructure, data, and software subscriptions necessary for research, policy analysis, program administration, monitoring and evaluation; and
- Staff attendance at conferences, workshops, or educations training programs focused on program-related technical skills.

Additional allowances for administrative and direct costs for programs implemented by Eligible Jurisdictions will be established and adopted by the Board in LACAHSA's Program Guidelines.

Professional Services Support

LACAHSA and Eligible Jurisdictions may use Technical Assistance funds to contract additional professional services related to policy design and implementation, monitoring, and evaluation.

Eligible uses include but are not limited to:

- Program design and NOFA Administration;
- Real estate and land acquisition support;
- Underwriting, closing, and asset management support;
- Program monitoring, auditing, and evaluation;
- Legal counsel;
- Data and policy analysis;
- Public outreach and engagement; and
- Accounting and financial management.

Program Design Considerations:

- Procurement: How might the Agency design 'piggybacking' contract opportunities to reduce barriers to contracting? What procurement regulations, if any, would LACAHSA require for Eligible Jurisdictions?

03 Agency Core Capacities

Agency Core Capacities

Image credit: Mayra Beltran Vasquez/ Los Angeles County

LACAHSA is a first-of-its-kind agency with an ambitious mandate, facing a complex regulatory context and challenging market conditions. LACAHSA will serve at times as a lender, an investor, a grantor, a financial guarantor, an asset manager, a compliance monitor, a technical assistance provider, and a regional coordinator, among other roles. Some of these roles—compliance monitor, lender, technical assistance provider—regularly exist in high-performing housing agencies. Other roles, such as financial guarantor, involve financial savvy essential to managing the Agency's balance sheet, cash flow, and liquidity to enable access to the bond market. These technical skills are highly specialized and will require bringing in talent with finance or banking backgrounds. The agency will also be responsible for managing and stewarding public money, an enormous responsibility requiring the highest level of accountability and transparency.

LACAHSA will play a unique role as a public agency that leverages private and institutional finance mechanisms and funding sources, through the innovative financing programs described in Section 2 of this Expenditure Plan and Agency Strategy. The Agency will therefore require top-tier talent with expertise that exceeds housing policy knowledge into, for example, direct project underwriting and development experience. LACAHSA leadership will need to be able to think creatively and establish a culture of innovation in the Agency. In some cases, LACAHSA will be able to outsource capacities to third-party contractors, consultants, or other public agencies or partners. Securing staff and consultants with strong backgrounds in investment banking, debt issuance, and transactions will be key to LACAHSA's success. LACAHSA will need competitive salaries and comprehensive benefit packages to attract top talent, including living wages for entry-level positions.

Core Capacities

To be effective, LACAHSA needs to develop the following core capacities that will enable it to work effectively with developers, investors, service providers, and public agencies.

Project-Level Financing

LACAHSA will source, prioritize, underwrite, and close affordable housing deals with complex structures and multiple funding mechanisms. The Agency's investments will go beyond standard residual receipts loans and will require creativity and strong financial analysis capabilities.

- **Residual Receipts:** Standard gap financing in California is through residual receipts loans, which are straightforward and do not require underwriting repayment risk.

- **Hard-Pay:** In many cases LACAHSA loans may be hard pay, and many involve some form of financial guarantee. As a result, it will require more robust and thorough underwriting than the residual receipts loans most local governments originate for LIHTC projects. Staff or consultants with affordable housing underwriting experience will be imperative.

Asset and Portfolio Management

LACAHSA will manage a diverse portfolio of investments and liabilities that need continual monitoring and coordination. The Agency will also need to oversee the management of a large portfolio of physical real estate assets, including monitoring lease up and long-term occupancy, eligibility determinations, ongoing compliance, and operating costs. Successfully managing LACAHSA's physical and financial assets will require staff, consultants, or contracted partners with experience in targeting both economic returns and social metrics (such as renters housed), as well as expertise in financial and programmatic compliance.

Capital Markets and Cashflow Management

To effectively utilize its bonding powers, LACAHSA will raise private capital, manage bond cash flows, develop securitization strategies, manage guarantee risk, and place loans on the secondary market. Operating subsidies, guarantees on B-Note bonds and other financial tools will require monitoring existing cashflow and managing cashflow over multiple years to meet LACHASA's financial commitments regardless of market circumstances.

LACAHSA will only be successful in securing low-cost capital from the bond market for affordable housing if investors and bond underwriters have a high degree of confidence in the capacity of LACAHSA's team to manage cashflows from Measure A and other sources to meet financial commitments. LACAHSA will need staff and consultants with experience in managing cashflow commitments at a fund or institutional level and extensive experience accessing bond markets for mortgage revenue bonds and similar products. At a minimum, to receive a credit rating and access the HUD/California Housing Finance Agency risk share program, LACAHSA must have at least two key staff positions with five years of lending experience.[43]

Program and Policy Management

To implement its Renter Protection and Technical Assistance programs, LACAHSA will design program guidelines, solicit service providers, execute programs, and manage contracts on a highly accelerated timeline. LACAHSA will also need to evaluate and monitor the effectiveness of its programs across both the Agency and Eligible Jurisdictions to reduce redundancy and improve service quality—improving coordination across agencies and advocating for policy improvements where needed. Designing and managing these programs will require staff who bring deep familiarity with existing housing policies and programs, an ability to think creatively to generate innovative ideas, and an eye for systems improvements across large-scale public sector programming.

Compliance and Risk Management

LACAHSA will manage regulatory compliance across multiple jurisdictions, meeting the highest standards of transparency and accountability. Compliance includes internal auditing, reporting, and oversight over LACAHSA's full portfolio of transactions, including preparing annual reports as required by state and local law. LACAHSA will also be monitored by a Citizen Oversight Committee. To ensure transparency and accountability, the Agency will need senior leadership with significant experience in public-sector compliance and oversight, coupled with a deep understanding of housing programs and policy.

43 24 CFR 266.100 Qualified Housing Finance Agency (HFA): https://www.ecfr.gov/current/title-24/section-266.100

Operations

To support the functions described above, LACAHSA will need robust internal operations, including finance and accounting, general counsel, contract management, human resources, and IT. Staff, consultants, or contracted partners will need to understand the complexity of public-sector operations while operating at the speed of private sector partners. Critically, the Agency must quickly and efficiently execute MOUs and distribute money to the various Eligible Jurisdictions—who will rely on transparent and efficient LACAHSA operations in order to plan and execute their own programs—while also establishing the infrastructure needed to hold each Eligible Jurisdiction accountable for its use of LACAHSA funds.

Image credit: LACAHSA

Case Studies

Because of LACAHSA's unique structure and mandate, there are no perfect peers; however, several public and quasi-public entities offer insight into how some of these functions can be efficiently delivered. The following case studies exemplify some of the core capacities described above.

New York City Housing Development Corporation

Attracting talent with extensive banking backgrounds allows NYC HDC to access the bond market and deploy lower cost financing to affordable and mixed-income development.

Overview

New York City Housing Development Corporation (HDC) is the top issuer of multi-family housing bonds in the nation, issuing $2.3 billion in bonds and other debt obligations in 2024 to close on the financing for more than 27,000 homes. HDC's primary bond fund is rated AA+, and the agency is rated AA.[44]

HDC can invest in housing for a broad range of income levels, enabling the portfolio to generate operating profits that make the entity sustainable. Its bond funds have also grown substantially over time, as HDC refinanced outstanding bonds at lower interest rates.[45] HDC reinvests these surpluses into future developments, growing its portfolio and available financing year over year.

While the scale of HDC's financing capabilities will take time to replicate, LACAHSA can learn from HDC's strategy of hiring top finance talent to build landmark programs.

Core Capacities

●	**Project-Level Financing**	**Hard-Pay:** HDC's Development team underwrites loans for repayment risk and negotiates terms to maximize the public benefit. **Residual Receipts Loans:** HDC's financing often supports underwriting for RRL from other public funders to streamline the process and maximize leverage.
●	**Asset and Portfolio Management**	HDC's Asset Management team works closely with developers and property management partners to manage financial and physical assets.
●	**Capital Markets and Cashflow Management**	HDC's Finance team manages bond transactions and portfolio performance.
○	**Policy and Program Management**	HDC works closely with NYC's Housing and Preservation Department, which offers policy and Program Management. HDC itself does not offer program management at the scale or level of sophistication that LACAHSA will.
●	**Compliance and Risk Management**	HDC has an internal Chief Risk Officer and General Counsel's Office.

44 https://www.nychdc.com/invest

45 https://2023annual.nychdc.com/

Staff & Organizational Structure

HDC's core teams are divided into three divisions: 1) Capital Markets and Investments, 2) Development, and 3) Asset Management.[46]

1. **Capital Markets & Investments**

   LACAHSA Core Capacity: Capital Markets and Cashflow Management

   In addition to more standard finance functions, HDC's Capital Markets team manages its bond portfolio and monitors the performance of HDC's Open Resolution and other bond resolutions to ensure they are properly leveraged and continue to generate surplus. The team is run by an Executive Vice President and a Senior Vice President with a combined 55+ years of experience in capital markets, debt issuance, housing transactions, and investment banking. HDC requires both a strong balance sheet and a highly experienced team to secure its high credit rating, and access programs like FHA Risk-Share which allow access to very low-cost financing for affordable housing.

2. **Development**

   LACAHSA Core Capacity: Project-Level Financing

   HDC's Development team underwrites loans to support new construction of affordable housing and preservation of existing affordable housing. Unlike lending with residual receipts loans which do not require regular payments and are not expected to be repaid, HDC underwrites hard-pay loans for repayment, closely evaluating project- and sponsor-level financial risk. The Public Housing team works closely with the New York City Housing Authority (NYCHA) to stabilize funding for public housing and provide essential capital repairs to buildings. The Senior Vice Presidents who run each function have more traditional backgrounds in multifamily housing finance, including experience working for nonprofit developers, lenders, and public agencies.

3. **Asset Management**

   LACAHSA Core Capacity: Asset and Portfolio Management

   HDC's Portfolio Analysis team monitors the financial and physical performance of the agency's portfolio and offers underwriting solutions for projects in need of restructuring. The Compliance team is responsible for lease-up and eligibility review, as well as IRS-required monitoring for projects with tax credits and tax-exempt bonds. The Senior Vice President of Asset Management has almost 20 years of asset management and compliance experience.

Other teams include HR, government affairs, communications, and policy & analytics. HDC also has its own General Counsel and Chief Risk Officer.

Salary Ranges

Title	Background	Salary Range[47]
Portfolio Analyst	BA + 2 years	$68-$74K
Asset Management Director	BA + 5 years	$100-$115K
Assistant Vice President	10+ years	$120-$130K
Senior Vice President	10+ years including management	$200K+
Executive Vice President	15+ years including management	$230K+

46 https://www.nychdc.com/meet-hdc#people-section

47 Salaries were sourced from publicly available job postings as of 5/2/2025, via the NYCHDC website: https://www.nychdc.com/careers.

New York City Economic Development Corporation

An independent board comprised of industry experts allows EDC to make informed and efficient investment decisions.

Overview

New York City Economic Development Corporation (NYCEDC), a quasi-public entity that serves as the official economic development organization for NYC, induced almost $1.5 billion in private investment in 2024 and supported 6.4 million square feet of commercial and residential development.[48] NYCEDC's board is independent—the Mayor appoints members based in part on nominations from Borough Presidents and the Speaker of the New York City Council.[49]

The board's Executive Committee, which is comprised of real estate and financial experts, approves all investments and large-scale financial decisions. Empowering an independent group of industry experts enables NYCEDC to make sound financial decisions that are removed from the politics of any given administration.

Core Capacities

●	**Project-Level Financing**	Both the Real Estate Transactions team (RETs) and the Strategic Investment Group (SIG) structure project-level financing, including both **Hard-Pay** and **Residual Receipts** Loans.
●	**Asset and Portfolio Management**	EDC's Asset Management team oversees 200+ unique assets, including financial returns and physical space.
◐	**Capital Markets and Cashflow Management**	SIG runs both tax-exempt and taxable bond financing.
◐	**Policy and Program Management**	SIG offers more limited technical assistance than the scale or complexity of what LACAHSA will offer.
●	**Compliance and Risk Management**	EDC has a General Counsel and a dedicated Compliance team that employs compliance specialists for each program EDC runs.

Staff & Organizational Structure

EDC has a broad scope, and its staff span a wide range of industries and expertise. Its real estate work is concentrated in three core teams, all overseen by the Chief Operating Officer.[50]

1. **Real Estate Transactions (RETs)**

   LACAHSA Core Capacity: Project-Level Financing

   The Real Estate Transactions (RETs) division executes and advises on real estate development and public private partnerships, including affordable housing. RETs is co-led by two Executive Vice Presidents, each with 20+ years experience in investment banking and real estate development.

48 https://edc.nyc/sites/default/files/2025-04/NYCEDC-Impact-Report-2024-Digital-Accessible.pdf
49 https://edc.nyc/sites/default/files/2023-10/Tab%2012a.%20NYCEDC%20FY2023%20Board%20Structure.pdf
50 https://edc.nyc/people

2. **Strategic Investments Group (SIG)**

   LACAHSA Core Capacity: Project-Level Financing; Capital Markets and Cashflow Management

   The Strategic Investments Group (SIG) structures impact investments to unlock access to capital and mobilize private investment. SIG has two divisions: Incentives, and Funds & Advisory. Incentive programs include Build NYC, a tax-exempt and taxable bond financing authority. The Funds & Advisory practice includes the Industrial Development Loan Fund, which provides discounted subordinate loans to industrial real estate projects. SIG is led by an Executive Vice President with 20+ years of experience in transactions and impact investing.

3. **Asset Management**

   LACAHSA Core Capacity: Asset and Portfolio Management

   The Asset Management division manages commercial real estate properties as well as other physical assets, targeting both economic returns and social metrics like job creation. The division manages over 64 million square feet of space, with 40 sites and 200+ unique assets. Asset Management is led by an Executive Vice President with 30 years of experience in asset management.

4. **Board Executive Committee**

   The NYCEDC Board and Executive Committee are currently chaired by Margaret Anadu, a former Partner at Goldman Sachs where she ran the Urban Investment Group (Goldman Sachs' community and economic development investment arm, which deploys over $3 billion annually).[51] The other 8 members currently on the Executive Committee are leaders in impact investing, real estate development and transactions, and affordable housing.[52] Except for the CEO of NYCEDC, all Executive Committee members are fully independent. The Executive Committee makes all investing decisions over approximately $250,000.

Salary Ranges

Title	Background	Salary Range[53]
Senior Associate	BA + 4 years	$84-$86K
Assistant Vice President	MA + 5 years	$97-$100K
Vice President	8+ years	$130-$140K
Senior Vice President	15+ years	$155-$185K
Executive Vice President	20+ years	$200K+

51 https://www.goldmansachs.com/what-we-do/asset-management/impact-investing

52 https://edc.nyc/board-disclosures#meetings

53 Salaries were sourced from publicly available job postings as of 5/2/2025, via the NYCHDC website: https://www.nychdc.com/careers.

San Francisco Housing Accelerator Fund

HAF has a small, nimble team with strong backgrounds in finance, enabling a focus on fast-moving and innovative public-private partnerships.

Overview

The San Francisco Housing Accelerator Fund (HAF) originated within San Francisco City Hall but now operates as an independent nonprofit working in very close alignment with City goals. HAF runs an impact fund that invests in housing preservation and development—matching City funds with private and philanthropic capital to make public dollars go further. HAF's private-sector investors and funders include banks (Bank of America, Citi, JP Morgan Chase, US Bank, Wells Fargo), foundations (Chan Zuckerberg Initiative, Hewlett Foundation, San Francisco Foundation), and major nonprofit housing partners like Enterprise Community Partners.[54]

Since 2017, HAF has raised $453 million in capital and supported more than 2,900 affordable homes that house more than 6,100 residents.[55]

Removing HAF from City Hall allows the organization to quickly mobilize public, private, and philanthropic financing to invest in high-impact projects. Its team combines traditional housing development knowledge with deep expertise in private-sector impact investing and debt origination, a combination that has enabled the organization's success.

Core Capacities

●	**Project-Level Financing**	HAF's Investment and Lending team and Capital and Credit team oversee project-level financing. Most of HAF's financing tools are **hard-pay.**
●	**Asset and Portfolio Management**	The finance team oversees the financial performance of assets.
○	**Capital Markets and Cashflow Management**	
◐	**Policy and Program Management**	HAF evaluates the success of its programs to inform policy development but does not offer program management at the scale or level of sophistication as LACAHSA will.
◐	**Compliance and Risk Management**	HAF works with consulting experts for legal services and financial advising.

Staff & Organizational Structure

With only 11 full-time employees, HAF has a relatively flat structure and a small, nimble team, enabling them to move quickly and efficiently. The CEO has almost 30 years of experience in social impact investing and public sector investment. She previously worked at Goldman Sachs, as well as public agencies and nonprofit organizations.[56]

1. **Finance Team**

   LACAHSA Core Capacity: Operations

   HAF's finance team supports finance and accounting operations, compliance, and capital management, including new capital raises. The team is led by a Chief Financial Officer with more than 20 years of experience in non-profit and public

54 https://www.sfhaf.org/partners/
55 https://www.sfhaf.org/statistics/
56 https://www.sfhaf.org/team/

sector financial management. The CFO is supported by a Finance Manager and a Finance Analyst.

2. **Investment and Lending**

   LACAHSA Core Capacity: Project-Level Financing

   The lending team manages project-level financing, including borrower conversations, feasibility assessments, deal structuring, and loan closing. The team is co-led by a Chief Investment Officer and a Chief Lending Officer, each of whom have ~30 years of experience in affordable and market-rate development including LIHTC, tax exempt bonds, and other financing mechanisms. The team also includes two Vice Presidents of Lending.

3. **Capital and Credit**

   LACAHSA Core Capacity: Project-Level Financing

   The capital and credit team leads the structuring and implementation of lending and investing products. The team is run by a Senior Vice President for Underwriting & Credit, who brings 15+ years of experience in debt origination, real estate development, and community lending & investment for banking institutions. The team also includes a Senior Loan Administrator.

HAF contracts with outside experts for legal services, accounting, construction management, IT, and financial advising. All contracts are supervised by the Management Team.

Salary Ranges

Title	Background	Salary Range[57]
Analyst	2-6 years	$88-$110K + <5% bonus
Senior Loan Administrator	5+ years	$90-$110K + <5% bonus
Vice President	5-15 years	$110-$170K + <10% bonus
Senior Vice President	15+ years	$170-$195K + <20% bonus
Chief Financial Officer	20+ years	$240K
Chief Executive Officer	25+ years	$280K

57 Salaries were sourced from publicly available job postings as of 5/2/2025, via the HAF website: https://www.sfhaf.org/team/

King County Housing Authority

Pairing public bond financing and private financing allows King County Housing Authority to run a large-scale NOAH preservation program.

Overview

For over 30 years, King County Housing Authority (KCHA) has purchased rental properties to permanently preserve affordability and expand the pool of units available to Section 8 voucher holders. Through its acquisition program, KCHA has acquired 6,000 units of previously privately-owned multifamily buildings serving moderate-income households. The program relies on a combination of tax-exempt municipal bonds from King County and mezzanine debt from lenders and private sponsors who provide low interest rates to reduce the required equity contribution—Microsoft provided a 15-year $60 million loan at 1% interest to support the program.[58]

In total, KCHA now owns more than 155 properties with 12,700 units and administers vouchers for more than 14,000 households.[59] KCHA has achieved impressive results by pairing traditional housing finance tools with private sector partnerships. LACAHSA will need a team with stronger finance backgrounds to run its more complex programs, but KCHA is a model for acquisition and preservation.

Core Capacities

●	**Project-Level Financing**	KCHA's Development team oversees project-level financing. KCHA brings both **hard-pay** debt and **Residual Receipts** tools to deals. KCHA is both the lender and the developer/sponsor.
●	**Asset and Portfolio Management**	KCHA's internal asset management team oversees management expenses, debt service payments, and IRS compliance. The agency partners with a mix of in-house and private property managers who ensure properties generate cash flow needed to service debt and advance its mission.
◐	**Capital Markets and Cashflow Management**	KCHA leverages a guarantee from King County to access low-cost bond financing for the subordinate or B-note position of project financing. They have successfully executed this structure for 30 years without default or need to call the guarantee.
◐	**Policy and Program Management**	KCHA's Policy, Research, and Social Impact Initiatives team offers some programming for residents and oversees research and evaluation efforts that inform future policy.
●	**Compliance and Risk Management**	KCHA's internal asset management team oversees IRS compliance.

58 https://news.microsoft.com/2019/09/26/60-million-microsoft-investment-boosts-king-countys-efforts-to-preserve-affordable-housing-in-greater-seattle-region/

59 https://www.kcha.org/about/overview

Staff & Organizational Structure

KCHA has more than 500 staff across the entire agency. It is governed by a 5-member volunteer Board of Commissioners appointed by the King County Executive and approved by the Metropolitan King County Council.[60]

1. **Housing Operations and Administration**

   LACAHSA Core Capacity: Asset and Portfolio Management

   KCHA's Housing Operations team manages its Housing Choice Voucher Program, public housing inventory, resident services, and compliance. The Executive Vice President of Housing Operations has almost 20 years of experience in housing program management. The Administration team provides overall management and financial services across the agency's portfolio (excluding asset management, described below). The Executive Vice President of Administration has more than 30 years of experience managing operations and administration for housing authorities.

2. **Policy, Research, and Social Impact Initiatives**

   LACAHSA Core Capacity: Policy and Program Management

   The Policy, Research, and Social Impact Initiatives team develops, administers, and evaluates all programmatic components of KCHA's work, including after-school and early learning programs, health initiatives, and emergency preparedness planning. The Senior Vice President who leads this work has 25 years of experience in housing program management.

3. **Development and Asset Management**

   LACAHSA Core Capacity: Asset and Portfolio Management; Project-Level Financing

   The Development team is responsible for acquisition, development, financing, and management of financial operations of approximately 9,000 units across KCHA programs. The Asset Management team is responsible for all contracted management of KCHA-owned property, as well as on-site staff for home ownership programs. Both teams are overseen by a Senior Vice President, who has been with KCHA for 30 years and has a background in finance and real estate development.

KCHA also has internal teams for communications, IT, and HR.

60 https://www.kcha.org/about/leadership

Acknowledgements

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LACAHSA Board

- Chair Rex Richardson, Mayor, City of Long Beach
- First Vice Chair Miguel A. Santana, President & CEO, California Community Foundation
- Second Vice Chair Victor Sanchez, Councilmember, City of Bellflower
- Kome Ajise, Executive Director, Southern California Association of Governments
- Kathryn Barger, Los Angeles County Supervisor, District 1
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- Nithya Raman, Councilmember, City of Los Angeles
- Emma Sharif, Mayor, City of Compton
- Hilda L. Solis, Supervisor, First District, Los Angeles County

All Eligible Jurisdictions

- County of Los Angeles
- City of Los Angeles
- City of Long Beach
- City of Glendale
- City of Santa Clarita
- San Gabriel Valley Councils of Governments and San Gabriel Valley Regional Housing Trust
- Gateway Cities Councils of Governments and Gateway Cities Affordable Housing Trust
- South Bay Cities Councils of Governments and South Bay Regional Housing Trust
- Westside Cities Councils of Governments
- San Fernando Valley Councils of Governments
- Las Virgenes/Malibu Councils of Governments

- Burbank-Glendale-Pasadena Regional Housing Trust (BGPRHT)
- North Los Angeles County Transportation Coalition JPA

Other Stakeholders

- Linc Housing
- Arctaris Impact Fund
- RMG Housing
- San Francisco Housing Accelerator Fund
- Century Housing
- Trammel Crow Company
- Morgan Stanley
- Thomas Safran & Associates (TSA Housing)
- Orrick, Herrington & Sutcliffe LLP
- FSL Public Finance
- Los Angeles County Housing for Health (Los Angeles County Department of Health Services)
- LA Family Housing

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Appendices

Appendix A. Housing Needs Data Tables

Table A1 below shows the number of households with low and very-low income (AMI<80%) for each jurisdiction as determined by RHNA and CHAS datasets.

Table A1. Households with low & very low income (AMI <80%) by jurisdiction

No.	Jurisdiction	Eligible Jurisdiction	RHNA	CHAS
1	Agoura Hills	Las Virgenes/Malibu Council of Governments	199	380
2	Alhambra	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	2,810	10,970
3	Arcadia	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	1,672	4,355
4	Artesia	Gateway Cities Council of Governments	480	1,240
5	Avalon	Gateway Cities Council of Governments	13	495
6	Azusa	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	1,128	4,395
7	Baldwin Park	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	851	5,170
8	Bell	Gateway Cities Council of Governments	67	5,265
9	Bell Gardens	Gateway Cities Council of Governments	129	6,340
10	Bellflower	Gateway Cities Council of Governments	1,503	10,480
11	Beverly Hills	Westside Cities Council of Governments	1,688	3,930
12	Bradbury	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	25	30
13	Burbank	Burbank-Glendale-Pasadena Regional Housing Trust	3,971	14,055
14	Calabasas	Las Virgenes/Malibu Council of Governments	203	1,485
15	Carson	South Bay Cities Council of Governments	2,683	4,515
16	Cerritos	Gateway Cities Council of Governments	1,024	1,320
17	Claremont	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	866	2,160
18	Commerce	Gateway Cities Council of Governments	77	1,230
19	Compton	Gateway Cities Council of Governments	356	8,920
20	Covina	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	882	4,385
21	Cudahy	Gateway Cities Council of Governments	116	4,345
22	Culver City	Westside Cities Council of Governments	1,712	3,520

No.	Jurisdiction	Eligible Jurisdiction	RHNA	CHAS
23	Diamond Bar	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	1,278	2,270
24	Downey	Gateway Cities Council of Governments	3,025	11,815
25	Duarte	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	414	1,740
26	El Monte	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	2,650	13,800
27	El Segundo	South Bay Cities Council of Governments	277	1,250
28	Gardena	South Bay Cities Council of Governments	2,246	7,560
29	Glendale	City of Glendale	5,602	30,270
30	Glendora	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	1,121	3,215
31	Hawaiian Gardens	Gateway Cities Council of Governments	105	1,575
32	Hawthorne	South Bay Cities Council of Governments	649	14,710
33	Hermosa Beach	South Bay Cities Council of Governments	359	1,125
34	Hidden Hills	Las Virgenes/Malibu Council of Governments	25	10
35	Huntington Park	Gateway Cities Council of Governments	460	8,910
36	Industry	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	10	29
37	Inglewood	South Bay Cities Council of Governments	2,768	16,410
38	Irwindale	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	47	50
39	La Cañada Flintridge	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	387	210
40	La Habra Heights	Gateway Cities Council of Governments	113	120
41	La Mirada	Gateway Cities Council of Governments	976	2,080
42	La Puente	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	819	2,615
43	La Verne	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	653	2,160
44	Lakewood	Gateway Cities Council of Governments	1,933	3,655
45	Lancaster	North Los Angeles County Transportation Coalition JPA	3,418	18,385
46	Lawndale	South Bay Cities Council of Governments	1,043	3,940
47	Lomita	South Bay Cities Council of Governments	363	2,405

No.	Jurisdiction	Eligible Jurisdiction	RHNA	CHAS
48	Long Beach	City of Long Beach	11,188	66,795
49	Los Angeles	City of Los Angeles	184,721	568,690
50	Lynwood	Gateway Cities Council of Governments	516	6,660
51	Malibu	Las Virgenes/Malibu Council of Governments	47	320
52	Manhattan Beach	South Bay Cities Council of Governments	487	770
53	Maywood	Gateway Cities Council of Governments	102	3,620
54	Monrovia	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	781	3,625
55	Montebello	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	2,021	7,740
56	Monterey Park	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	2,146	7,140
57	Norwalk	Gateway Cities Council of Governments	2,305	6,035
58	Palmdale	North Los Angeles County Transportation Coalition JPA	2,712	12,410
59	Palos Verdes Estates	South Bay Cities Council of Governments	126	200
60	Paramount	Gateway Cities Council of Governments	135	6,435
61	Pasadena	Burbank-Glendale-Pasadena Regional Housing Trust	4,409	16,665
62	Pico Rivera	Gateway Cities Council of Governments	445	3,890
63	Pomona	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	4,138	15,025
64	Rancho Palos Verdes	South Bay Cities Council of Governments	392	1,080
65	Redondo Beach	South Bay Cities Council of Governments	1,444	4,275
66	Rolling Hills	South Bay Cities Council of Governments	29	14
67	Rolling Hills Estates	South Bay Cities Council of Governments	124	70
68	Rosemead	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	1,792	5,060
69	San Dimas	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	604	1,880
70	San Fernando	San Fernando Valley Council of Governments	734	2,110
71	San Gabriel	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	1,261	4,095
72	San Marino	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	240	90

No.	Jurisdiction	Eligible Jurisdiction	RHNA	CHAS
73	Santa Clarita	City of Santa Clarita	5,131	12,740
74	Santa Fe Springs	Gateway Cities Council of Governments	412	1,445
75	Santa Monica	Westside Cities Council of Governments	4,466	14,350
76	Sierra Madre	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	118	910
77	Signal Hill	Gateway Cities Council of Governments	239	1,385
78	South El Monte	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	195	1,865
79	South Gate	Gateway Cities Council of Governments	3,130	10,780
80	South Pasadena	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	1,155	1,885
81	Temple City	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	980	2,905
82	Torrance	South Bay Cities Council of Governments	2,467	11,915
83	Unincorporated LA County	Unincorporated Los Angeles County	39,339	76,368
84	Vernon	Gateway Cities Council of Governments	9	65
85	Walnut	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	652	690
86	West Covina	San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	2,503	7,020
87	West Hollywood	Westside Cities Council of Governments	1,755	8,645
88	Westlake Village	Las Virgenes/Malibu Council of Governments	87	200
89	Whittier	Gateway Cities Council of Governments	1,562	8,365
TOTAL			**340,295**	**1,155,521**

Table A2 below shows the aggregated number of households with low and very-low income (AMI<80%) by Eligible Jurisdiction using RHNA and CHAS datasets.

Table A2. Households with low & very low income (AMI <80%) by Eligible Jurisdiction

No.	Eligible Jurisdiction	Jurisdiction Count	RHNA	CHAS
1	Unincorporated Los Angeles County	1	39,339	76,368
2	Burbank-Glendale-Pasadena Regional Housing Trust	2	8,380	30,720
3	City of Glendale	1	5,602	30,270
4	City of Long Beach	1	11,188	66,795
5	City of Los Angeles	1	184,721	568,690
6	City of Santa Clarita	1	5,131	12,740
7	Gateway Cities Council of Governments	25	19,232	116,470
8	Las Virgenes/Malibu Council of Governments	5	561	2,395
9	North Los Angeles County Transportation Coalition JPA	2	6,130	30,795
10	San Fernando Valley Council of Governments	1	734	2,110
11	San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	30	34,199	117,484
12	South Bay Cities Council of Governments	15	15,457	70,239
13	Westside Cities Council of Governments	4	9,621	30,445
TOTAL		**89**	**340,295**	**1,155,521**

**Subject to change once COG assignment is finalized.*

Table A3. below shows the housing need based on the share of low and very-low income (AMI<80%) households in each Eligible Jurisdiction using Table A2 estimates.

Table A3. Share of housing needs for LAHCASA's Measure A funding allocation by Eligible Jurisdiction

No.	Eligible Jurisdiction	Jurisdiction Count	RHNA	CHAS
1	Unincorporated Los Angeles County	1	11.6%	6.61%
2	Burbank-Glendale-Pasadena Regional Housing Trust	2	2.5%	2.66%
3	City of Glendale	1	1.6%	2.62%
4	City of Long Beach	1	3.3%	5.78%
5	City of Los Angeles	1	54.3%	49.22%
6	City of Santa Clarita	1	1.5%	1.10%
7	Gateway Cities Council of Governments	25	5.7%	10.08%
8	Las Virgenes/Malibu Council of Governments	5	0.2%	0.21%
9	North Los Angeles County Transportation Coalition JPA	2	1.8%	2.67%
10	San Fernando Valley Council of Governments	1	0.2%	0.18%
11	San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	30	10.0%	10.17%
12	South Bay Cities Council of Governments	15	4.5%	6.08%
13	Westside Cities Council of Governments	4	2.8%	2.63%
TOTAL		**89**	**100%**	**100%**

Appendix B. Acronym Index

Acronym	Description
AMI	Area Median Income
CDFI	Community Development Financial Institution
CHAS	Comprehensive Housing Affordability Strategy
COG	Council of Governments
CRA	Community Reinvestment Act
EDC	New York City Economic Development Corporation
HAF	San Francisco Housing Accelerator Fund
HAP	Housing Assistance Payments
HCD	California Department of Housing and Community Development
HDC	New York City Housing Development Corporation
HUD	U.S. Department of Housing and Urban Development
KCHA	King County Housing Authority
LACAHSA	Los Angeles County Affordable Housing Solutions Agency
LIHTC	Low-Income Housing Tax Credit
NOAH	Naturally Occurring Affordable Housing
PBV	Project-Based Voucher
PPO	Production, Preservation, & Ownership
PSH	Permanent Supportive Housing
QAP	Qualified Allocation Plan
RHNA	Regional Housing Needs Assessment
RPHP	Renter Protection & Homelessness Prevention
SB	Senate Bill
TA	Technical Assistance

Appendix C. Glossary

Area Median Income (AMI): represents the midpoint in the distribution of household incomes within a certain geographic region. HUD publishes annual AMI levels for regions, adjusted for family size. The HUD-provided AMI is used to determine applicants' eligibility for both federally and locally funded housing programs where participation is dependent on income levels. See 2025 AMI income limits here.

California Debt Allocation Committee: Government entity created to set and allocate California's annual debt ceiling and administer the State's tax-exempt bond program to allocate the debt authority.

Community Development Block Grant (CDBG): The Community Development Block Grant program provides annual grants to participating state and local jurisdictions, called "non-entitlement" and "entitlement" communities respectively. At least 70% of CDBG funds must be used for activities that benefit low- and moderate-income persons. In addition, each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

Comprehensive Housing Affordability Strategy (CHAS) Data: Data from the U.S. Census Bureau that demonstrates the extent of housing problems and housing needs, particularly for low-income households. Data is typically used by local government to plan how to spend HUD funds. Data is also used by LACAHSA to determine funding allocations.

California Tax Credit Allocation Committee: Government entity created to administer the federal and state Low-Income Housing Tax Credit Programs. Both programs were created to promote private investment in affordable rental housing for low-income Californians.

Deed-Restricted Units: Otherwise known as subsidized units or covenanted units, these homes may receive forms of government subsidy and typically have some form of covenant that restricts rent growth.

Equity: Equity is the portion of a property's value that a property owner and/or investor owns. It is determined by the difference between the market value of a property and the debt owed against it.

Extremely Low Income: Persons and families whose incomes do not exceed 30 percent of the area median income as defined in Section 50106 of the California Health and Safety Code.

Hard-Pay Subordinate Loan: Financial tool where capital is structured as debt with a mandatory fixed monthly (hard-pay) payment, often with below-market interest rates and repayment secondary to senior debt. Debt service payments come from the project's residual income and can include both interest and principal payments. The outstanding loan balance is due when the loan term ends or when the property is sold or refinanced. For these loans, the loan-to-value ratio (LTV) is higher, meaning the loan amount is a larger percentage of the property's value. Most properties, especially deeply affordable ones, do not have sufficient residual income to cover payments, making hard-pay subordinate loans uncommon.

HOME Investment Partnership Program: HOME Investment Partnership (HOME) was authorized by the federal government in 1990. It is a federal block grant to participating jurisdictions, which

then use the funds to provide affordable rental and homeownership housing to low- and moderate-income families. When HOME funds are used for rental activities, at least 90% of the units must be occupied by households with incomes at or below 60% of AMI, with the remaining 10% to be occupied by households with incomes at or below 80% of AMI. In rental properties with five or more HOME units, 20% of the units must be set aside for households with incomes at or below 50% of AMI. Depending on the amount of HOME subsidy per unit, HOME funding applies 5- to 20-year affordability restrictions on units.

Housing Choice Voucher (HCV): The Housing Choice Voucher (HCV) Program, also known as Section 8, is a federal program administered at the local level. These vouchers are Tenant-Based Vouchers, in which the voucher moves with the tenant, and the tenant is responsible for finding rental housing. Administered by HUD and managed at the local level by public affordable housing agencies (PHAs), it is the largest HUD rental assistance program.

Limited Cashflow Loan: Financial tool where capital is structured as subordinate, soft-pay debt for small investments to increase affordability in moderate income projects of $10,000 per unit. Payments on the debt are made only from surplus project cash flow with any unpaid interest deferred and accruing.

Low Income: Persons and families whose incomes do not exceed 80 percent of the area median income as defined in Section 50079.5 of the California Health and Safety Code.

Low-Income Housing Tax Credit (LIHTC): The Low-Income Housing Tax Credit Program is a federal program that provides a dollar-for-dollar tax credit to support the development of affordable rental housing. The LIHTC program distributes federal income tax credits to developers through state housing finance agencies, which are responsible for determining which projects receive tax credits under the state's allocation. There are two general types of credits that can be awarded. 9% credits are higher-value credits that cover a greater percentage of projects' development costs and are awarded on a competitive basis. 4% credits are lower-value credits that cover a lower percentage of projects' development costs and are generally awarded to any projects that meet specific programmatic requirements and are financially feasible. 4% credits are usually paired with tax-exempt bond financing to make up the difference.

Moderate Income: Persons and families whose incomes do not exceed 120 percent of the area median income as defined in Section 50093 of the California Health and Safety Code.

Multifamily Housing: For the purposes of this document, multifamily housing is defined as a residential building consisting of more than two housing units.

Naturally Occurring Affordable Housing (NOAH): Naturally occurring affordable housing is defined as housing that is priced by market forces at rates that are affordable to low-income households. Housing is traditionally considered affordable if the total housing cost (rent or mortgage plus utilities) for the household represents no more than 30% of its income. NOAH often makes up a significant portion of a jurisdiction's affordable housing stock, in addition to publicly subsidized housing.

Non-Profit Equity Investment: A fund designed to cover a portion of the equity investment needed to acquire a building or site. It can work in place of or in addition to an Acquisition Strike Loan. The fund supports non-profit affordable housing developers who are limited in their ability to quickly raise equity and acquire larger portfolios of land or affordable buildings.

Notice of Funding Availability (NOFA) or Notice of Funding Opportunity (NOFO): A public notice of funding available, in this case, to support affordable housing.

Permanent Supportive Housing (PSH): Supportive housing is affordable housing that also includes support services designed to help tenants stay stably housed and build necessary life skills. Supportive housing can be designed either to be permanent or temporary for residents, with temporary housing targeted towards individuals who may be able to transition to traditional housing without support services over time. Supportive housing has been a successful tool to house populations that may be difficult to serve with traditional housing, such as chronically homeless adults.

Predevelopment /Acquisition Strike Loan: Financial tool where capital is structured as low-cost debt that is available for costs associated with a project's acquisition and predevelopment for a short term (1 to 5 years). Strike funds or acquisition funds allow affordable housing developers to compete with market-rate developers for preservation and development opportunities.

Preferred Equity: Preferred equity is prioritized before common equity in the cashflow distribution when the loan term ends or when the property is sold or refinanced. Preferred equity increases the chance for the equity holder to benefit from the project's income and earn more from property sales or refinancing than residual receipts loans. In exchange for reduced risk, preferred equity investors expect smaller returns.

Project Based Voucher (PBV): The Project-Based Section 8 Program, as it is now known, was established in 1974. HUD entered into Housing Assistance Payments (HAP) contracts with private owners to serve low-income tenants. Under these contracts, tenants pay 30% of their adjusted monthly income for rent and utilities and HUD pays the owner the difference between the tenant's payment and the agreed-upon contract rent. New residents of Project-Based Section 8 units can have incomes of no more than 80% of AMI, and 40% must have incomes below 30% of AMI.

Public Housing: Public housing is a type of affordable housing that has been traditionally owned by a local government agency or authority. In most places, this is a public housing authority. HUD provides federal aid to local housing authorities to operate housing for residents, who pay rents that they can afford. In the United States today, there are approximately 1.2 million households living in public housing units, managed by some 3,300 housing authorities (HUD).

Qualified Allocation Plan (QAP): Per federal requirements, every jurisdiction receiving tax credits must develop an annual Qualified Allocation Plan (QAP) to competitively allocate LIHTC across the jurisdiction. This includes geographic and income specific requirements. In the state of California, regulations set forth by the California Tax Credit Allocation Committee serve as the QAP.

Regional Housing Needs Allocation (RHNA): The RHNA process is the first two steps (Determination and Allocation) of a multi-step process that California governments utilize to plan for housing needs in each region of the state.

Rental Arrears: The amount of back rent a tenant owes a landlord.

Residual Receipts Loans: Financial tool where capital is structured as subordinate, soft-pay construction-to-permanent debt with below-market interest rates. Payments on the debt are made only if there is surplus project cash flow, with any unpaid interest deferred and accruing. The outstanding loan balance is due when the loan term ends or when the property is sold or refinanced. In most cases, residual receipts loans are underwritten with the expectation that the loan will not be fully repaid at maturity, rather extended, and resubordinated in exchange for continued affordability. Residual receipts loans are the most common existing tool for LIHTC gap financing currently.

Senior Debt (A Note): Senior debt is the highest priority for repayment.

Social housing: Initiatives implemented by nonprofits or public agencies, ensuring a mission-driven approach to development and property management. A key component of social housing initiatives is the meaningful participation of residents in decision-making and governance, fostering a sense of agency and community. Where feasible and desirable, opportunities for resident ownership are also encouraged to further empower tenants.

Soft Pay: Debt that is paid from a percentage of cash flow. While soft pay is typically due at maturity, it's often assumed that soft pay from public sources will extend or forgive at maturity.

Subordinate Debt (B Note): Subordinate debt is the voluntary acceptance of a lower mortgage repayment priority by a debt and/or equity holder that they would otherwise be entitled to.

Underwriting: The process by which the financial risk of a deal is evaluated to determine before approving a loan or investment.

Very Low Income: Persons and families whose incomes do not exceed 50 percent of the area median income as defined in Section 50105 of the California Health and Safety Code.

Appendix D. Financial Analysis Assumptions

HR&A developed prototypical pro formas that modeled a variety of financing tool and project types. This analysis estimated how much public funding would be required across a range of different:

- Senior debt
- Subordinate Debt and Gap Financing
- Rent and Operating Subsidies Structures
- Affordability Mixes
- Development and Operating Cost Structures
- Annual Inflation Assumptions

Financial Product Terms Assumptions

The following table details the range of product terms tested within the feasibility modeling.

Senior Debt	LACAHSA A-Note
Max LTV	80%
Interest Rate	5.00%
Amortization	35
Term	15
Minimum DSCR	1.15-1.30*

**DSCR is 1.15 if no must-pay subordinate debt at 1.30 if there is must-pay subordinate debt (i.e. Mini-Perm Acquisition Fund.)*

Subordinate Debt and Gap Financing	LACAHSA B-Note	Mini-Perm Acquisition Fund	Residual Receipts Loan
Interest Rate	5.00%	3.00%-4.00%	Undefined
IRR Return Target	N/A	N/A	N/A
Amortization	I/O	I/O	I/O
Term	15	7	15
Combined DSCR	N/A	1.10	N/A
Combined LTV	N/A	85%	N/A
Payment Terms	From Cash Flow	Must-Pay	From Cash Flow
Assumptions at maturity	Must be repaid	Must be repaid	Assume extension or forgiveness

Rent and Operating Subsidy Assumptions

Rent and Operating Subsidy	
Description	Rent and operating subsidy provide ongoing payments to pay for expenses such as utilities, maintenance, taxes, management, as well as debt service payments.
AMI	30% and 50% AMI Units
Term	15

Prototypical Project Assumptions

Introduction of Prototypical Deals

HR&A reviewed proformas from across LA County to ascertain typical development costs. This included contributions from the San Gabriel Valley COG, TCAC LIHTC Applications, and proformas directly from existing affordable housing developers. For all prototypical deals we assume a baseline assumption of 200 units in mid-rise, Type 5 construction. Across Los Angeles County, there are major variations in total development costs, land costs, and affordable rent levels. LACAHSA will need to undergo additional analysis to understand these variations to inform final financial product development. Prototypical deals within this section are intended to estimate average subsidy costs across a range of deal types and understand sensitivities to different cost structures.

This analysis resulted in the production of five prototypical deals:

High Total Development Costs (TDC)	High development hard costs and high financing costs. Existing hard cost and soft cost structure as found on 2023 and 2024 LIHTC 4% and 9% LIHTC sample.
Moderate Total Development Costs (TDC)	High development hard costs and lower financing costs. Baseline hard costs from LIHTC sample, with reduced financing costs and higher developer fee under the assumption that the developer/asset manager is primarily compensated via fees. Intended for modeling LACAHSA Mortgage.
Low Total Development Costs (TDC)	Low development hard costs, low financing costs. Lower hard costs from LIHTC sample in line with non-LIHTC sample projects. Due to financing structures, assumes reduced financing costs and developer fees. If Assumes low land acquisition costs. If the developer/asset manager is primarily compensated via fees rather than a return on equity, developer fee is higher. Intended for modeling LACAHSA Mortgage and Impact Fund.
Acquisition and Light Renovation	Based on average acquisition costs for LA County affordable properties over the last 10 years. Includes a light renovation budget per unit. As a caveat, this renovation budget is likely optimistic and renovation costs may vary substantially. If the developer/asset manager is primarily compensated via fees rather than a return on equity, developer fee is higher.
Acquisition and Substantial Renovation	Based on average acquisition costs for LA County affordable properties over the last 10 years. Includes larger renovation budget per unit. As a caveat, this renovation budget is likely optimistic and renovation costs may vary substantially. If the developer/asset manager is primarily compensated via fees rather than a return on equity, developer fee is higher.

Five Total Development Cost Scenarios Representing a Variety of Deal Typologies

TDC Scenario	High TDC	Moderate TDC	Low TDC	Acquisition and Substantial Rehab	Acquisition and Light Rehab
Development Costs					
Development Cost per GSF	$836	$815	$598 - $652	$502 - $560	$455 - $508
Development Cost - Total	$159M	$140M	$96M - $104M	$86M - $96M	$78M - $87M
Development Cost per Unit	$795K	$700K	$479K - $521K	$430K - $480K	$390K - $435K
Hard Costs	$98,500,000	$88,500,000	$70,500,000	$14,000,000	$6,000,000
Hard Costs per GSF	$517	$517	$441	$82	$35
Land and/ or Property Acquisition Costs	$5,480,000	$5,480,000	$5,480,000	$70,000,000	$70,000,000
Soft Costs Relative to HC	23.5%	23.5%	23.5%	0%	0%
Developer Fee Relative to HC + Acquisition	13.0%	12%	0%-12%	0%-12%	0% - 12%
Financing Costs Relative to HC	17.0%	13.0%	8.0%	0%	0%
Bulding Characteristics					
Average AMI	72%	72%	72%	72%	50%
Gross Building Area	190,476 GSF	171,429 GSF	160,000 GSF	171,429 GSF	171,429 GSF
Building Efficiency	63%	70%	75%	75%	70%
Net Residential Area	120,000 NSF	120,000 NSF	120,000 NSF	120,000 NSF	120,000 NSF
Avg. Unit Size	600 SF	600 SF	600 SF	600 SF	600 SF
# of Units	200	200	200	200	200

Unit Mix Assumptions

BR Size	Percentage of Total Units	Unit Size (Square Feet)
Studio	25%	400
1 BR	50%	600
2 BR	25%	800
3 BR +	0%	1000

AMI	New Construction and Acquistion / Substantial Rehab	Acquisition / LIHTC Rehab
30%	10%	0%
50%	10%	50%
80%	80%	0%
Weighted Average AMI	**72%**	**50%**

Operating Assumptions

Assumption	Value	Notes
Operating Expenses	**$9,300 - $12,400**	Range dependent on the affordability level of the building.
Property Tax Rate	**1.19%**	Effective property tax rate ranges from 1.08% to 1.25%. *All prototypical pro formas assume a 100% property tax abatement.*
Vacancy	**5.00%**	Using HR&A standard assumption.
Affordable Rents – Annual Increase	**2.50% - 3.00%**	Varied rent growth to test sensitivity of public funding / unit to rent growth assumptions.
Rent and Operating Subsidies Payments – Annual Increase	**2.50%**	Using HR&A standard assumption.
Operating Expense and Replacement Reserve – Annual Increase	**3.00%**	Using HR&A standard assumption.
Exit Year	**15 or 7**	Using HR&A standard assumption.

Appendix E. RFI Responses

LACAHSA released a Request for Information (RFI) to seek input from affordable housing developers, service providers, nonprofits, and other stakeholders regarding funding guidelines, program development, and other factors to consider. The RFI received comments on a range of topics, including regional collaboration & policy leadership, mechanisms for accountability & transparency, centralized data & risk monitoring, governance & legal structures, innovation in housing types & construction, and relationships with existing institutions.

For the purposes of this Expenditure Plan, five key themes emerged:

Key Themes	Alignment with Expenditure Plan
Need for Dedicated, Centralized, & Flexible Funding	
1. Strong recommendation for a dedicated preservation fund, ideally with recurring local or regional sources. 2. Emphasis on flexible capital that can be quickly deployed for acquisitions and rehabilitation. 3. Interest in layered financing structures and public-private partnerships.	The Expenditure Plan provides several Eligible Uses that can be used for preservation, including tools within the Direct Project Investment category and the Impact Fund category, which includes a Mini-Permanent Loan a Predevelopment/Acquisition "Strike Loan" to enable affordable housing developers to compete with market rate developers for preservation and development opportunities. Several of the Eligible Uses are designed to be layered with other financial tools. The Impact Fund is specifically design to partner with private investors.
Capacity Building & Technical Assistance	
1. Support for expanding the capacity of mission-driven developers (especially small and BIPOC-led) to engage in preservation, as well as TA and policy support to cities and Councils of Government (COGs), especially smaller jurisdictions with limited staff or expertise. 2. Need for technical assistance, predevelopment resources, and streamlined access to preservation tools.	5% of LACAHSA's funding is dedicated to technical assistance, plus an additional allocation dedicated to technical assistance for small cities. Technical Assistance funding can be used for a wide range of Eligible Uses, including developing internal staff capacity and infrastructure to design, operate, monitor, and evaluate programs, as well as consultant services related to program implementation. LACAHSA may also provide direct Technical Assistance programming, such as technical workshops, training sessions, regulatory compliance support, and education on best practices.
Streamlining & Certainty in Development Process	
1. Need for faster permitting, inspection, and plan check timelines. 2. Request for regular, predictable NOFAs/RFPs to introduce stability for developers. 3. Support for centralized application portals across agencies (e.g., LACDA, LAHD, LACAHSA).	A core component of LACAHSA's value proposition is shorter timelines, with fewer sources of financing and open solicitations. Coupled with local control and lower cost capital, LACAHSA is positioned to make the affordable housing process faster and cheaper.

Key Themes	Alignment with Expenditure Plan
Anti-Displacement & Tenant Protections	
1. Focus on ensuring that preservation efforts are equity-centered, prioritizing anti-displacement and tenant stability. 2. Recommendations to include tenant organizing, legal protections, and clear communication during ownership transitions.	Preventing displacement and increasing tenant stability are critical to LACAHSA's work, both for its Production, Preservation, and Ownership (PPO) funding and the Renter Protection and Homelessness Prevention (RPHP) funding. PPO funds include several Eligible Uses designed to support preservation and ongoing rent subsidies, and the LACAHSA Act sets clear parameters reserving a share of funds for extremely low-income and very low-income households. RPHP funding is designed to help households below 80% AMI and is being designed with at-risk households in mind.
Funding & Financial Sustainability	
1. Identifying and securing multi-source funding (state, federal, philanthropic, private). 2. Clarifying initial capitalization, operating funds, and long-term sustainability. 3. Leveraging existing resources (e.g., bond proceeds, pooled funds, mortgage revenue bonds).	The Expenditure Plan aims to address this by taking an "all tools in the toolbox" approach, identifying Eligible Uses that can be selected and layered based on each Eligible Jurisdiction's unique needs. Additionally, several Eligible Uses are focused on LACAHSA's unique ability to leverage private capital through partnerships with private investors and access to capital markets, such as the LACAHSA Mortgage and the Impact Fund.

EXHIBIT B: HOUSING TRUST BUDGET

Attachment A – Current (Revised Format/Version) of the Trust's FY 2025-26 Measure A Budget

BGPRHT FY 2025-26 Measure A Budget	Category	Total	Pasadena Allocation	Funding Use Notes	Burbank Allocation
PPO New Const.	**PPO New Construction[1][5]**	**$ 3,058,288**	**$ 1,609,068**		**$ 1,449,220**
	Program	2,370,173	1,247,028		1,123,145
	Soft Costs (10%) [2]	305,829	160,907		144,922
	Member City Program Admin. (10%)	305,829	160,907		144,922
	Trust Program Admin. (2.5%)	76,457	40,227		36,230
PPO Flex	**PPO Flex[1][5]**	**$ 900,661**	**$ 473,868**		**$ 426,793**
	Program	698,012	367,248		330,765
	Soft Costs (10%) [2]	90,066	47,387		42,679
	Member City Program Admin. (10%)	90,066	47,387		42,679
	Trust Program Admin. (2.5%)	22,517	11,847		10,670
RPHP	**RPHP[3][4][5]**	**$ 2,243,852**	**$ 1,266,132**		**$ 977,720**
	Legal Requirement (20%)	448,770	253,226		195,544
	Emergency Rental & Flexible Financial Assistance Requirement (40%)	897,541	506,453		391,088
	Other Programs [3]	617,059	348,186		268,873
	Member City Program Admin. (10%)	227,056	129,284		97,772
	Trust Program Admin. (2.5%)	53,425	28,982		24,443
TA	**TA[2][4][5]**	**$ 356,167**	**$ 193,214**		**$ 162,953**
	Technical Assistance	311,646	169,062		142,584
	Member City Program Admin. (10%)	35,617	19,321		16,295
	Trust Program Admin. (2.5%)	8,904	4,830		4,074
TOTAL		**$ 6,558,968**	**$ 3,542,282**		**$ 3,016,686**

(1) PPO allocations for Burbank and Pasadena are determined by each city's share of the combined RHNA allocation for the two cities to match LACAHSA's allocation methodology. Burbank makes up 47.4% of allocations and Pasadena makes up 52.6%.

(2) There is not a definitive set aside for activity delivery costs for PPO or TA activities, but PPO funds can be used to fund necessary and associated soft costs with the proposed activity.

(3) Inclusive of funding to eligible categories outside of specified minimums, including a) Marketing, Assessment, Eligibility, and Referral, b) Legal Services and Renter Education, c) Emergency Rental and Flexible Financial Assistance, d) Temporary Rental Assistance, and e) Short-Term Income Support. "ADC" refers to activity delivery costs.

(4) RPHP and TA allocations for Burbank and Pasadena are determined by each city's share of the combined CHAS metrics for the two cities to match LACAHSA's allocation methodology. Burbank accounts for 45.8% of the metrics, and Pasadena accounts for 54.2%. Figures in this category reflect the 5% in additional RPHP funding provided to the City of Pasadena through its participation in LACAHSA's RPHP Integrated Service Model (ISM) planning initiative. The City of Burbank elected not to participate in the RPHP ISM planning initiative.

(5) A 12.5% total Program Administration allocation, the maximum limit allowed within LACAHSA's Transitional Program Guidelines dated September 2025, is applied within each programmatic category.

EXHIBIT C: PRODUCTION, PRESERVATION, AND OWNERSHIP PROGRAM REQUIREMENTS

To increase the number of affordable housing units throughout Los Angeles County, Measure A and SB 679 provide for affordable housing production, preservation, and ownership by Eligible Jurisdictions subject to the program requirements detailed in Section 4 of the Program Guidelines. Subrecipients may invest PPO funds to create new affordable housing units and/or maintain the existing stock of affordable units provided that the projects or programs comply with each of the applicable program requirements enumerated in Measure A and the Act.

I. New Construction

Measure A Section 29B mandates that 60 percent of funding is used for PPO. Of this amount, 77.25% is mandated for construction of new affordable housing (PPO-New Construction), which includes new construction of affordable housing units (inclusive of renter and owner housing), creation of new affordable housing units where there is no preexisting residential use (e.g., conversion of hotel/motel or adaptive reuse of commercial property), and rent or operating subsidies that support new construction. The remaining 22.75% is a flexible category (PPO-Flexible) that may be spent on any eligible PPO program including construction, preservation (expansion or deepening of affordability for an existing residential unit), acquisition, rehabilitation, ownership, and rent and operating subsidies.

New construction must comply with the Program Guidelines requirements for affordability, prevailing wage and project labor agreements requirements, and relocation unit replacement.

II. Approved Eligible Uses of Funding – PPO Products

Subrecipient may use PPO funds in the following manner. Further details are provided in the Program Guidelines.

A. Direct Project Investments

Subrecipient may use direct project investments to address financing gaps for affordable new construction and preservation projects. Examples of direct project investments include grants, loans, equity, interest rate subsidies, or other appropriate financing tools.

B. Rent and operating subsidies

Assisted units receiving an operating subsidy or Capital Operating Subsidy Reserve may only be occupied by households at or below 80 percent of AMI. Assisted units in a master leasing program OR receiving rental assistance through a shallow subsidy or project-based rental assistance program may only be occupied by extremely low-income households. If through the course of time a household's income exceeds 30% for rent subsidy or 80% for operating subsidy, the household can no longer be assisted with rent or operating subsidy respectively. However, in

accordance with the enabling legislation the household cannot be evicted. Subrecipient may structure rent or operating subsidy activities to allow for assistance to float to another unit if a unit is no longer income qualified.

C. LACAHSA Mortgage

The LACAHSA Mortgage is intended to reduce costs and development finance timelines, develop an avenue to finance affordable housing without tax credits, and deploy Measure A revenue quickly. The LACAHSA Mortgage is a financing tool to raise lower-cost capital through the bond market and provide tax-exempt debt financing for 100 percent affordable and mixed-income projects. If the Housing Trust elects to provide this product, it must work with bond counsel to ensure that projects qualify for tax-exempt bond financing and determine if the tax-exempt bond financing is exempt from the California volume cap for private-activity bonds. LACAHSA Mortgage funding may be awarded to developers throughout the county.

D. Impact Fund

A public entity seeds a new impact fund by attracting mission-driven capital sources including philanthropy (such as through program-related investments, impact investors, and Community Reinvestment Act motivated funding). The fund may be held by a qualified Community Development Financial Institution, jurisdiction or municipality, or other financial institution pursuant to an agreement between with the Housing Trust, specifying the parameters for investment and use of the fund. The focus of the impact fund will be on preserving existing subsidized affordable housing, acquiring and preserving Naturally Occurring Affordable Housing, and increasing homeownership opportunities. Impact funds offer below-market financial terms and greater flexibility than typical financing, by raising impact-driven investments that serve as first-loss capital.

E. Social Housing

Social housing initiatives can either be new construction or preservation activities. Projects that include units serving homeowner households earning up to 120% of AMI (Area Median Income) are encouraged as part of social housing activities. Social housing rental activities are limited to serving units designated up to 80% of AMI that are not already income restricted due to development incentives, density bonuses, or similar programs.

F. Ownership Products

Programs to enable low- or moderate-income households to become or remain homeowners, including, but not limited to, below market rate ownership programs, down payment assistance programs, residential rehabilitation loan programs, and grants or loans to assist in the acquisition, rehabilitation, or replacement of existing mobile homes located in a mobile home or manufactured home park, are eligible uses of PPO funds not otherwise reserved for construction of new affordable housing. Ownership products include a variety of financing structures to improve the affordability of existing ownership opportunities or to increase the

production or preservation of affordable homeownership opportunities, including but not limited to: community land trust investments; soft second mortgages; interest rate subsidies; new affordable homeownership products; foreclosure prevention assistance; or limited or shared equity cooperatives investments.

III. Documentation Standards

A. PPO New Construction

Requirement	Guidance	Documentation Required
Use of PPO Funds	Subrecipients must maintain accounting records demonstrating that at least 77.25% of Measure A PPO Funds are used for construction of new affordable housing.	Accounting records
Applications for funding	The Subrecipient's application documents (as may vary from jurisdiction to jurisdiction).	Subrecipient application documents (at a minimum the schedule of performance) Development sources and uses Cash flow projections
Subrecipient's Project Underwriting	The Subrecipient's project underwriting documents	Underwriting guidelines / lending standards Appraisals Construction cost estimates Subsidy layering review (as applicable) Cost allocation for mixed income projects Validation of other funding source firm commitments Evaluation of developer capacity
Written Agreement	Written agreement containing appropriate grant or loan documents identifying the eligible project, passing down the SB 679 and Measure A requirements, and specifying the use of funds within the project budget.	Copy of written agreement and grant/loan documents
Affordability Restriction	Restrictive covenant for at least 55 years containing at least the minimum unit mix and income targeting required pursuant to Government Code Section 64830(d)(1)(A)(ii).	Copy of recorded restrictive covenant

Requirement	Guidance	Documentation Required
Compliance with Prevailing Wage and Project Labor Agreement Requirements	A written certification of compliance with the Project Labor Agreement requirements of Measure A Section 28C and SB 679 Section 64720.5(b), which require projects with 40 units or more to comply with the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement executed by the Chief Executive Officer on June 7, 2023 if the project is elsewhere, or any successor to either agreement. Construction or rehabilitation contracts for projects with 40 units or more must include provisions requiring compliance with the applicable Project Labor Agreement based on the location of the project.	Developer's certification of compliance with PLA requirements.
Affordability Requirements	Documentation of compliance with portfolio and project affordability requirements pursuant to 64830(d)(1)(A)(ii).	Copy of recorded restrictive covenants to demonstrate compliance with the portfolio rule, a table or inventory of restricted units including restricted unit mix by income level that corresponds with recorded restrictive covenants To demonstrate compliance with the project rule, a copy of the full unit mix showing all units and their respective AMI restrictions. Cost allocation documentation for projects that include units targeted up to 120 percent of AMI
Relocation Documents	If demolition or rehabilitation of housing units is required as part of any PPO investment, relocation and unit replacement requirements apply. For projects that require residents to be relocated due to demolition or rehabilitation needs, the developer is required to provide relocation benefits.	Evidence of relocation pursuant to Gov. Code 7260-7277 Calculation of relocation assistance and justification for assistance amount

Requirement	Guidance	Documentation Required
Unit Replacement	Parcels with current residential uses or those with residential uses within five years preceding the project that have been vacated or demolished, or that were subject to a recorded covenant, ordinance, or law that restricts rents to affordable levels to levels affordable to persons and families of low- or very low-income, subject to any other form of rent or price control through a public entity's valid exercise of its police power, or occupied by low- or very low-income households, shall be subject to a policy requiring the replacement of all those units to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy.	Documentation of prior use of parcels (e.g., were there any residential uses requiring replacement?) Evidence of unit replacement pursuant to Gov. Code 65915(c)(3)
Long-Term Compliance	For projects leased up and in their affordability period, documentation of compliance with unit mix and rent requirements specified in the restrictive covenant.	A copy of the full unit mix showing all units and their respective AMI restrictions A copy of the rent roll Tenant Income Certifications Copies of residential leases

B. PPO Preservation

Requirement	Guidance	Documentation Required
Applications for funding	The Subrecipient's application documents (as may vary from jurisdiction to jurisdiction).	Subrecipient application documents (at a minimum the schedule of performance) Development sources and uses Cash flow statements Cash flow projections

Requirement	Guidance	Documentation Required
Subrecipient's Project Underwriting	The Subrecipient's project underwriting documents	Underwriting guidelines/ lending standards Construction cost estimates Subsidy layering review (as applicable) Cost allocation for mixed income projects Validation of other funding source firm commitments Evaluation of developer capacity
Written Agreement	Written agreement containing appropriate grant or loan documents identifying the eligible project, passing down the SB 679 and Measure A requirements, and specifying the use of funds within the project budget.	Copy of written agreement and grant/loan documents
Affordability Restriction	Restrictive covenant for at least 55 years containing at least the minimum unit mix and income targeting required pursuant to Government Code Section 64830(d)(1)(A)(ii).	Copy of recorded restrictive covenant
Affordability Requirements	Documentation of compliance with portfolio and project affordability requirements pursuant to 64830(d)(1)(A)(ii).	Copy of recorded restrictive covenants. To demonstrate compliance with the portfolio rule, a table or inventory of restricted units including restricted unit mix by income level that corresponds with recorded restrictive covenants. To demonstrate compliance with the project rule, a copy of the full unit mix showing all units and their respective AMI restrictions Cost allocation documentation for projects that have units targeted up to 120 percent of AMI

Requirement	Guidance	Documentation Required
Relocation Documents	If demolition or rehabilitation of housing units is required as part of any PPO investment, relocation and unit replacement requirements apply. For projects that require residents to be relocated due to demolition or rehabilitation needs, the developer is required to provide relocation benefits.	Evidence of relocation pursuant to Gov. Code 7260-7277 Calculation of relocation assistance and justification for assistance amount
Unit Replacement	Parcels with current residential uses or those with residential uses within five years preceding the project have had residential uses that have been vacated or demolished, or that were subject to a recorded covenant, ordinance, or law that restricts rents to affordable levels to levels affordable to persons and families of low- or very low-income, subject to any other form of rent or price control through a public entity's valid exercise of its police power, or occupied by low- or very low-income households, shall be subject to a policy requiring the replacement of all those units to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy.	Documentation of prior use of parcels (e.g., were there any residential uses requiring replacement?) Evidence of unit replacement pursuant to Gov. Code 65915(c)(3)
Long-Term Compliance	For projects leased up and in their affordability period, documentation of compliance with unit mix and rent requirements specified in the restrictive covenant.	A copy of the full unit mix showing all units and their respective AMI restrictions A copy of the rent roll Tenant Income Certifications Copies of residential leases

C. <u>PPO Ownership</u>

Requirement	Guidance	Documentation Required
Ownership Program Guidelines	The Subrecipient's program guidelines to provide assistance enabling low- or moderate-income households to become or remain homeowners.	Program Guidelines Underwriting / assistance calculation methodology

Requirement	Guidance	Documentation Required
Written Agreement	Written agreement containing appropriate grant or loan documents identifying the eligible project, passing down the SB 679 and Measure A requirements, and specifying the use of funds.	Copy of written agreement and grant/loan documents
Subrecipient's Application	The Subrecipient's application documents (as may vary from jurisdiction to jurisdiction).	Application documents Income determination
Affordability Restriction	Restrictive covenant as established by Subrecipient	Copy of recorded restrictive covenant
Long-Term Compliance	Verification of compliance with restrictive covenant.	Annual verification of ownership

EXHIBIT D: RENTER PROTECTION AND HOMELESSNESS PREVENTION PROGRAM REQUIREMENTS

RPHP activities aim to address housing instability, reduce evictions and displacement, and prevent people from falling into homelessness. In accordance with SB679, LACAHSA is required to use a minimum of 30% of annual funding for RPHP. RPHP achieves this by providing a comprehensive combination of renter protection and homelessness prevention services within an integrated, accessible, countywide approach.

Eligible uses of RPHP funds include: Marketing, Assessment, Eligibility, and Referral; Legal Services and Renter Education; Emergency Rental and Flexible Financial Assistance; Temporary Rental Assistance; and Short-Term Income Support.

RPHP assistance is intended to be temporary, short-term, and delivered to individuals and families who are currently housed in order to prevent the loss of housing or to resolve a housing crisis in a timely manner. RPHP funds are not intended to provide supports or services to people experiencing homelessness, nor to provide permanent housing assistance (longer than six months). Other Measure A funds are available to Eligible Jurisdictions and Subrecipients to support homeless services and permanent affordable housing solutions, including funds administered by Los Angeles County Department of Homeless Services and Housing, Local Solutions Funds, and LACAHSA PPO Flex funds.

RPHP funds are not intended to provide support and services to people experiencing homelessness or to households that own a home or have a mortgage. Homeless services not eligible for RPHP funding are as follows: coordinated entry and access point services, outreach, intake, case management, housing navigation, safe parking, emergency shelter, congregate shelter, interim housing, transitional housing, rental subsidies greater than six months, or income support programs (e.g., Universal Basic Income (UBI) or Guaranteed Basic Income (GBI)), or other homeless-targeted programs serving an individual or family who lacks a fixed, regular, and adequate nighttime residence.

RPHP provides funding for five primary eligible uses, as defined in the Expenditure Plan. Subrecipients are encouraged to offer an integrated and comprehensive combination of eligible activities: 1. Marketing, Assessment, Eligibility, and Referral; 2. Legal Services and Renter Education; 3. Emergency Rental and Flexible Financial Assistance; 4. Temporary Rental Assistance; 5. Short-Term Income Support

All RPHP activities conducted by Subrecipient must adhere to the Program Guidelines, including but not limited to:

- Utilization of required data systems, shared tools, or processes (once they are developed).

• Services must incorporate Marketing, Assessment, Eligibility, and Referral to ensure that all households are served consistently and equitably across the county.

• Subrecipients must spend at least 20 percent of their allocation on Legal Services and at least 40 percent of their allocation on Emergency Rental and Flexible Financial Assistance.

The Subrecipient, in its administration of RPHP funds, must adhere to LACAHSA's program requirements for implementation, RPHP funds annual budget adoption, definition of eligible renter and prohibited uses, overarching requirements, limits on financial assistance, provide guidance to participants regarding the tax implications of the financial assistance, minimum expenditure levels for legal services and emergency rental and flexible financial assistance, reporting, marketing assessment eligibility and referral, and grievance and appeals procedures, as articulated in the Program Guidelines, and as they may be later amended or restated.

I. Limits on Financial Assistance; Tax Implications

Households may receive up to $36,000 in combined financial assistance within a 24-month period. After reaching either the assistance limit of $36,000 or time limit of 24 months, a household must wait at least 6 months before receiving additional assistance.

Subrecipients operating financial assistance programs must have a clear understanding of what the income/benefits and tax implications are for their participants who receive financial assistance, must offer individual assessments for people regarding the potential impacts, and must make any potential consequences clear to participants prior to enrollment.

II. Approved Eligible Uses of Funding

Approved eligible uses of funding are as follows, and articulated in more detail in Section 5.c. of the Program Guidelines, including any subsequent amendments thereto.

- Marketing, assessment, eligibility, and referral
- Legal services and renter education
- Emergency rental and flexible financial assistance
- Temporary rental assistance
- Short-term income support

<u>Minimum Expenditure Level for Legal Services and Emergency Rental and Flexible Financial Assistance</u>

Category	Amount
Legal Services	Minimum 20%

Category	Amount
	This includes the jurisdiction's allocation of Activity Delivery Costs (up to 25% of total Legal Services allocation)
Emergency Rental and Flexible Financial Assistance	Minimum 40% *This includes the jurisdiction's allocation of Activity Delivery Costs (up to 25% of total Emergency Rental and Flexible Financial Assistance allocation)*
Jurisdictional Discretion (may consist of any of the eligible categories)	Maximum 40% *This includes the jurisdiction's allocation of Activity Delivery Costs (up to 25% of total funds allocated to each eligible activity)*
Administration	Maximum 10%

III. Marketing, Assessment, Eligibility, and Referral; Grievance and Appeals

Subrecipients can choose to deliver any combination of eligible activities; however, all programs are expected to include Marketing, Assessment, Eligibility, and Referral services. These required services should be accessible and low-barrier for households seeking assistance and should connect households to the most effective services for their needs in a timely manner.

Subrecipients are required to assess household needs and target services to those most at risk of eviction or homelessness. Assessment and targeting tools and processes should consider populations who have higher risk factors, which may include formerly homeless individuals, older adults, people with disabilities, families with minor children that are not yet school-age, families where the head of household is young, undocumented individuals, people living in impacted zip codes, and those on fixed-incomes.

A. Marketing, Assessment, Eligibility, and Referral

Eligible Activities	Marketing – Marketing involves efforts to ensure that the target population for services is aware of the services and able to apply for and access them at the appropriate time. Marketing may include outreach, advertising, attending community events, visiting sites where low-income households facing a housing crisis may be found, and other efforts to ensure that the services are well publicized. LACAHSA encourages marketing efforts to include affirmative outreach strategies for specific vulnerable and historically excluded subpopulations including, but not limited to, transition-aged youth, families with young children, older adults, limited English proficiency populations, and people with disabilities.

	Assessment – Assessment involves gathering applications from potential participants, assessing their likely eligibility, and prioritizing among applicants to determine the order and level at which eligible households are offered assistance based on level of need or vulnerability. Assessment activities include establishing and operating application and assessment mechanisms, such as electronic portals for receiving and reviewing applications, assessment and prioritization tools, and providing assistance to potentially eligible households to gather documents and apply for assistance. Eligibility – Eligibility determination is the process of reviewing an application and assessment, confirming priority, establishing eligibility for support, and enrolling a household. Eligibility determination may include meeting with potential participants and/or reviewing documents to verify eligibility for assistance, assisting households to gather additional needed documents to prove eligibility and document payment needs, and enrolling households in the program. Referral – Referral is the process of connecting eligible households to RPHP resources and services for which they are eligible, and which will help them to maintain their housing and to avoid eviction or homelessness. Activities related to ongoing housing-focused case management are included as eligible activities under the uses outlined below.

B. Legal Services and Renter Education

Eligible Activities	Eligible Legal Services and Renter Education activities include, but are not limited to, the following:
	
	• Renter outreach and education
	• Evaluation of underlying issues affecting the client's legal situation
	• Holistic legal representation and advocacy for issues that directly impact a household's ability to remain housed:
	  ○ Housing issues such as pre-leasing, obtaining vital documents, reasonable accommodations, habitability, pre-eviction and eviction defense
	  ○ Clearing evictions, tickets, warrants, or criminal records
	  ○ Application for or appealing the denial of public benefits
	  ○ Other housing-related legal issues such as domestic violence, consumer finance, immigration, and issues affecting family composition (divorce, child support, restraining orders, health concerns)
	• Mediation Services, including negotiating payment plans

	• Pre-eviction and eviction defense services • Right-to-counsel legal services • Limited payments associated with court appearances (e.g. court filing fees) Emergency Rental and Flexible Financial Assistance, Temporary Rental Assistance, and Short-Term Income Support are not eligible expenses under Legal Services and Renter Education. Subrecipients are strongly encouraged to pair rental and financial assistance with Legal Services and Renter Education services. Subrecipients may also use Legal Services and Renter Education funds to provide housing-focused case management services to support housing stability for households receiving Legal Services and Renter Education. Subrecipients that provide multiple types of assistance are encouraged to use the same case management staff across all categories of assistance, rather than staff case management separately for each type of assistance program. Eligible housing-focused case management services may include, but are not limited to, the following: • Ongoing assessment and housing stability support • Preparation of a housing stability plan • Support with accessing legal services and/or financial assistance, including completing assistance requests and following up on receipt of assistance and outcomes for households • Providing information and referrals to community resources, and support with accessing County programs and other mainstream benefits and services offered by partner agencies
Household Eligibility Criteria	To be eligible to receive Legal Services and Renter Education assistance, a person/household must meet the following criteria: • Live in Los Angeles County; and • Have an annual income at or below 80 percent of AMI (Subrecipients are encouraged to prioritize assistance to households at or below 50 percent of AMI; as described in Documentation Standards section, renter outreach and education does not require individual household income verification); • Be a renter (as defined above in the section titled “Definition of Eligible Renter and Prohibited Uses”); and

	• Have experienced an emergency, crisis, or unexpected event within the previous 12 months that puts the household at risk of losing their housing, such as: ○ Action of landlord or property management ○ Unlawful detainer (eviction lawsuit) ○ Threat of displacement or housing instability ○ Loss of income ○ Loss or delay of public income benefits ○ Medical emergency ○ Change of household (birth, death, loss of income earner) ○ Natural disaster ○ Sudden increase in critical expenses ○ Other emergency that threatens housing stability
Duration and Amount of Assistance	Not applicable

C. <u>Emergency rental and flexible financial assistance</u>

Eligible Activities	Eligible Emergency Rental and Flexible Financial Assistance expenses include the following: • Security Deposits and Other Required Deposits • Rental Assistance (up to 6 months) • Rental Arrears (no time limit for how far back arrears can be paid) • Utility Deposits • Utility Assistance • Utility Arrears • Move-in Expenses • Essential Furniture and Cleaning • Moving Expenses • Relocation Expenses (to cover costs beyond what is legally required of property owners according to local or state law) • Housing Stability Expenses: ○ Document Fees ○ Employment-Related Expenses ○ Transportation-Related Expenses, including vehicle repairs, public transportation costs, and rideshare service costs ○ Healthcare Costs, including medical bills

	○ Food ○ Dependent Care ○ Short-Term Vocational Training Households currently enrolled or exiting a permanent or time limited subsidy program such as rapid rehousing, shallow subsidies, or other TLS, including Temporary Rental Assistance programs funded by RPHP, are not eligible for Emergency Rental and Flexible Financial Assistance. The only exception to this requirement is if a household is enrolled in an income-based subsidy program (such as Housing Choice Voucher or Permanent Supportive Housing). These households may receive financial assistance for rental arrears. Staff supporting households with Emergency Rental and Flexible Financial Assistance should make every effort to engage public housing authorities, landlords, property management, utility companies, and other venders to establish appropriate rent or payment adjustments and reasonable payment plans. Subrecipients may also use Emergency Rental and Flexible Financial Assistance funds to provide housing-focused case management services to support housing stability for households receiving Emergency Rental and Flexible Financial Assistance, for the full duration of their assistance period (i.e. up to 24 months from the first financial assistance payment). Subrecipients that provide multiple types of financial assistance are encouraged to use the same case management staff across all categories of assistance, rather than staff case management separately for each type of assistance program. Eligible housing-focused case management services may include, but are not limited to, the following: • Ongoing assessment and housing stability support • Preparation of a housing stability plan • Support with accessing financial assistance, including completing financial assistance requests and following up on receipt of assistance and outcomes for households • Providing information and referrals to community resources, and support with accessing County programs and other mainstream benefits and services offered by partner agencies
Household Eligibility Criteria	To be eligible to receive Emergency Rental and Flexible Financial Assistance, a person/household must meet the following criteria: • Live in Los Angeles County; and • Have an annual income at or below 80 percent of AMI (Subrecipients are encouraged to prioritize assistance to households at or below 50 percent of AMI); • Be a renter (as defined above in the section titled "Definition of Eligible Renter and Prohibited Uses"); and • Have experienced an emergency, crisis, or unexpected event within the previous 12 months that puts the household at risk of losing their housing, such as: ○ Action of landlord or property management ○ Unlawful detainer (eviction lawsuit)

	○ Threat of displacement or housing instability ○ Loss of income ○ Loss or delay of public income benefits ○ Medical emergency ○ Change of household (birth, death, loss of income earner) ○ Natural disaster ○ Sudden increase in critical expenses ○ Other emergency that threatens housing stability
Duration and Amount of Assistance	Households may receive up to 6 months of Emergency Rental and Flexible Financial Assistance. Total financial assistance to a person/household must not exceed $36,000 from any combination of eligible financial assistance activities within a 24-month period. After reaching either the assistance limit of $36,000 or time limit of 24 months, a household must wait at least 6 months before receiving additional assistance. Households are not eligible for Emergency Rental and Flexible Financial Assistance if they are already receiving Temporary Rental Assistance. Emergency Rental and Flexible Financial Assistance payments can only be authorized for one month at a time (excluding arrears payments) to ensure that households continue to reside in the assisted housing unit.
Prioritization	To support the equitable and effective provision of Emergency Rental and Flexible Financial Assistance, Subrecipients are required to assess household needs and target assistance to those most at risk of eviction or homelessness.

D. Temporary rental assistance

Eligible Activities	Eligible Temporary Rental Assistance expenses include the following: • Rental Assistance (up to 6 months) • Utility Assistance (up to 6 months) For households that require security deposit or move-in assistance, the program is encouraged to leverage other resources. such as the County HAP program. Temporary Rental Assistance can be used to provide step-down assistance to households exiting time-limited or permanent subsidy programs. Subrecipients may also use Temporary Rental Assistance funds to provide housing-focused case management services to support housing stability for households receiving Temporary Rental Assistance, for the full duration of their assistance period (i.e. up to 24 months from the first financial assistance payment). Subrecipients that provide multiple types of financial assistance are encouraged to use the same case management staff across all categories of assistance, rather than staff case management separately for each type of assistance program. Eligible housing-focused case management services may

	include, but are not limited to, the following: • Ongoing assessment and housing stability support • Preparation of a housing stability plan • Support with accessing financial assistance, including completing financial assistance requests and following up on receipt of assistance and outcomes for households • Providing information and referrals to community resources, and support with accessing County programs and other mainstream benefits and services offered by partner agencies Case management assistance cannot be used to provide housing navigation or housing search services.
Household Eligibility Criteria	To be eligible for Temporary Rental Assistance, a household must: • Live in Los Angeles County; and • Have an annual income at or below 80 percent of AMI (Subrecipients are encouraged to prioritize assistance to households at or below 50 percent of AMI); and • Be a renter (as defined above in the section titled "Definition of Eligible Renter and Prohibited Uses") or have a rental unit identified; and • Have a documented housing crisis which the household cannot resolve without Temporary Rental Assistance.
Duration and Amount of Assistance	Households may receive up to 6 months of Temporary Rental Assistance. Total financial assistance to a person/household must not exceed $36,000 from any combination of eligible financial assistance activities within an 24-month period. After reaching either the assistance limit of $36,000 or time limit of 24 months, a household must wait at least 6 months before receiving additional assistance. Households are not eligible for Temporary Rental Assistance if they are already receiving Emergency Rental and Flexible Financial Assistance. Temporary Rental Assistance payments can only be authorized for one month at a time to ensure that households continue to reside in the assisted housing unit.
Prioritization	To support the equitable and effective provision of Temporary Rental Assistance, Subrecipients are required to assess household needs and target assistance to those most at risk of eviction or homelessness.

E. Short-term income support

Eligible Activities	Short-Term Income Support payments are made directly to eligible households. Short-Term Income Support provides financial assistance to help eligible households meet their basic needs during temporary periods of financial instability. Subrecipients may also use Short-Term Income Support funds to provide housing-focused case management services to support housing stability for households receiving Short-Term Income Support, for the full duration of their assistance period (i.e. up to 18 months from the first financial assistance payment). Subrecipients that provide multiple types of financial assistance are encouraged to use the same case management staff across all categories of assistance, rather than staff case management separately for each type of assistance program. Eligible housing-focused case management services may include, but are not limited to, the following: • Ongoing assessment and housing stability support • Preparation of a housing stability plan • Support with accessing financial assistance, including completing financial assistance requests and following up on receipt of assistance and outcomes for households • Providing information and referrals to community resources, and support with accessing County programs and other mainstream benefits and services offered by partner agencies. Case management assistance cannot be used to provide housing navigation or housing search services.
Household Eligibility Criteria	To be eligible for Short-Term Income Support, a household must: • Live in Los Angeles County; and • Have an annual income at or below 80 percent of AMI (Subrecipients are encouraged to prioritize assistance to households at or below 50 percent of AMI); and • Be a renter (as defined above in the section titled "Definition of Eligible Renter and Prohibited Uses") or have a rental unit identified; and • Have a documented housing crisis which the household cannot resolve without Short-Term Income Support.
Duration and Amount of Assistance	Households may receive up to 18 months of Short-Term Income Support. Total financial assistance to a person/household must not exceed $36,000 from any combination of eligible financial assistance activities within a 24-month period. After reaching either the assistance limit of $36,000 or time limit of 24 months, a household must wait at least 6 months before receiving additional assistance. Monthly Short-Term Income Assistance to a household cannot exceed $2,000 per month.

	Short-Term Income Support programs may be structured for periods up to 18 months, but payments can only be authorized for one month at a time to ensure that households are still located in Los Angeles County and eligible for assistance.
Prioritization	As the income support payments are intended to be short-term, Subrecipients are encouraged to prioritize households who have or anticipate having income from employment/benefits, are currently at or below 50 percent of AMI, and are currently working toward an increase in income through employment, education, or eligibility for benefits.

IV. Documentation standards and guidance

Eligible Jurisdictions and Subrecipients must ensure that eligibility is determined for households assisted and that funds are spent in accordance with Measure A, SB679, and the Program Guidelines. No RPHP program or activity may request or maintain documentation related to assisted household immigration status.

Subrecipient must:

1. Collect and review documentation to determine that households meet all eligibility criteria for assistance, including:

Legal Services and Renter Education and Emergency Rental and Flexible Financial Assistance

a. Live in Los Angeles County; and

b. Have an annual income at or below 80 percent of AMI (Subrecipients are encouraged to prioritize assistance to households at or below 50 percent of AMI); and

c. Be an eligible renter (as defined in the Program Guidelines); and

d. Have experienced an emergency, crisis, or unexpected event within the previous 12 months that puts the household at risk of losing their housing, such as: i. Action of landlord or property management; ii. Unlawful detainer (eviction lawsuit); iii. Threat of displacement or housing instability; iv. Loss of income; v. Loss or delay of public benefits; vi. Medical emergency; vii. Change of household (birth, death, loss of income earner); viii. Natural disaster; ix. Sudden increase of critical expenses; x. Other emergency that threatens housing stability.

Note: When conducting workshops or other educational activities under the Legal Services and Renter Education activity, Subrecipient need not collect individual income or other eligibility documentation for all participants. Subrecipient must maintain documentation to show how the activities were marketed in a fashion to encourage participation by eligible, low-income households.

Temporary Rental Assistance and Short-Term Income Support

a. Live in Los Angeles County; and

b. Have an annual income at or below 80 percent of AMI (Subrecipients are encouraged to prioritize assistance to households at or below 50 percent of AMI); and

c. Be a renter (as defined above in the section titled "Definition of Eligible Renter and Prohibited Uses") OR have a rental unit identified; and

d. Have a documented housing crisis which the household cannot resolve without Short-Term Income Support.

2. Policies must include the ability for a household to complete an affidavit of zero income if the household has no income.

3. Verify and document amounts owed by the renter for all expenditures covering anticipated costs or previous costs incurred by the renter. (This means, for example, that for past rent due or utilities, there is a document that shows how much is owed, by whom it is owed, and to whom it is owed.)

4. Verify and ensure that payments of any type of financial assistance are made to parties eligible to receive them and have measures in place to ensure that the party receiving the funds is the intended party and that funds are applied to the cost they are intended for. (This means, for example, in the case of rental assistance, that a property owner or property management agency is verified as the legal owner of the property or a representative of the owner, and that communication with the property owner or property manager makes it clear that the funds are to be applied to the specific eligible renter's rent.)

5. Adopt and follow policies and practices in place to prevent and detect fraud, waste, and abuse and to avoid actual, or appearances of, conflicts of interest.

6. Conduct a Duplication of Benefits check before providing financial assistance to ensure that assistance does not duplicate benefits available from other federal, state, or local sources.

Such policies shall not be used to refuse assistance to an otherwise eligible household. For example, if an eligible household is living with another household to whom they pay rent, but there is no lease between the parties, the program should document the relationship, the right to occupy of the second household, and a past pattern of payment in order to serve the household. Programs that do not have currently conforming policies must either update their policies or adopt documentation policies that cover the above conditions and needs.

EXHIBIT E: TECHNICAL ASSISTANCE REQUIREMENTS

I. Approved Eligible Uses of Funds

The approved eligible uses of funds, as detailed in the Program Guidelines, include: Local Agency TA Grants (At Large and Small Cities grants); Direct TA Programming; and Program Design, Administration, Monitoring, and Evaluation; Professional Services Support.

II. Documentation Standards

Subrecipient must maintain adequate documentation to show that TA activities were used to support the implementation and effectiveness of Measure A funded activities, and costs were incurred in accordance with the annual budget. To document cost eligibility, Subrecipient should maintain documentation to show the associated costs can clearly be allocated to the delivery of TA.

Documentation may include:

• Invoices and Receipts: Documentation of payments for associated TA costs such as receipts for trainings or travel for participation in a capacity building activity.

• Contracts and Agreements: Any service contracts or agreements related to TA support (e.g., accounting services, IT support).

• General Ledger Entries: Accounting entries reflecting expenses and corresponding allocations.

• Budget and Expense Reports: Reconciliations that link costs to the approved budget.

• Supporting Correspondence: Emails or memos that justify expenditures or approvals. For staff costs, the Eligible Jurisdiction or Subrecipient must maintain adequate documentation showing that the staff provided direct support to LACAHSA funded activities. This can be achieved through timesheets or self-certification reporting.

• Timesheets or personnel activity reports showing hours worked on TA tasks, including the employee’s role and pay rates.

• Alternatively, Subrecipients may report time spent supporting TA activities through self-certification reporting. At a minimum, each employee's name, title, and wage rate should be included along with the total hours or % of time to be allocated for the period. The self-certification must include certification that the hours reported are true and accurate by the supporting employee and their supervisor. Self-certification must be signed and dated by the employee and supervisor to be complete.

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Non-Voting Member

Zerita Jones
Housing Justice Organizer
Interim Citizens Oversight Chair

Memorandum

To: **All Eligible Jurisdictions**

From: Seyron Foo, Chief Engagement and Intergovernmental Relations Officer

Cc: Ryan Johnson, Interim CEO
Tommy Newman, Chief of Staff
Mike Maurer, General Counsel

Date: September 26, 2025

Subject: Updates to Funding Memorandum of Understanding

As you are all aware, at its June meeting, the LACAHSA Board approved a standard Funding Memorandum of Understanding for pass-through funding for all jurisdictions. The LACAHSA Board approved the form first, and many (but not all) of the Eligible Jurisdictions have since approved and executed it.

In order to ensure that each Eligible Jurisdiction receives the same terms and same opportunities, and that no Eligible Jurisdiction receives favorable treatment, the approved Funding MOU form contains a "Most Favored Nations Clause" (Section 15), which ensures that if any entity receives more favorable terms, all Eligible Jurisdictions will receive the same terms.

At its September, the LACAHSA Board approved revised Funding Memoranda of Understanding with the City of Los Angeles and with the County of Los Angeles, respectively. This approval has triggered the Most Favored Nations Clause, and each Eligible Jurisdiction will therefore receive the following three terms:

1. Notice of Allocations. LACAHSA will provide the Eligible Jurisdictions with 30 days' notice in advance of a change in the

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proportional allocations that each Eligible Jurisdiction receives. (Note that a change would have to be based on updated RHNA or CHAS data as required by SB 679).

2. Cure Period. LACAHSA will not be required to give a 60-day notice to cure if the breach is a result of fraud, embezzlement or serious misappropriation.

3. Service Workers. Eligible Jurisdictions will have until July 1, 2026, to bring contracts into compliance with Section 27 of Measure A, as applicable.

The specific changes are set forth in the enclosed Addendum No. 1 to the Funding Memorandum of Understanding and will deemed to be automatically incorporated into your agency's Funding MOU through the Most Favored Nations Clause.

Additionally, the LACAHSA Board approved removing the attorneys' fees provision from the Funding MOUs for the City of Los Angeles and for the County of Los Angeles. It is unclear whether this change implicates the Most Favored Nations Clause because some Eliigible Jurisdictions may want to remove the term, but others may want it to remain. We are therefore providing this change as an option.

The choices will be:

1. No change. Your Funding MOU will have an attorneys' fees provision indicating that the prevailing party in any legal dispute will be entitled to recover its reasonable attorneys' fees.

2. Accept the change. Your Funding MOU will NOT have an attorneys' fees provision and each party will therefore bear its own costs of attorneys' fees, regardless of which side prevails in the action.

If you do not want to make this change, then you do not have to take any action.

If you want to accept the change, please execute the attached Addendum and return it to LACAHSA prior to the end of this calendar

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year or prior to initiating any dispute under the MOU (whichever occurs first).

If you have any questions you may contact me at (213) 815-0440 or seyron.foo@lacahsa.gov, or you may contact LACAHSA's General Counsel Mike Maurer at (213) 787-2557 or michael.maurer@bbklaw.com.

Enclosure – Addendum No. 1 to Funding Memorandum of Understanding.

ENCLOSURE

ADDENDUM NO. 1

AFFORDABLE HOUSING PRODUCTION, PRESERVATION, AND OWNERSHIP; TECHNICAL ASSISTANCE, RESEARCH AND POLICY; AND RENTER PROTECTION AND HOMELESSNESS PREVENTION FUNDING MEMORANDUM OF UNDERSTANDING

I. RECITALS:

Section 15 of the MOU contains a "Most Favored Nations" provision that entitles Recipient to receive the same beneficial terms as other Eligible Jurisdictions. Following LACAHSA's initial approval of the MOU, on September 17, 2025, the LACAHSA Board approved additional beneficial terms for certain Eligible Jurisdictions that therefore apply to all Eligible Jurisdictions.

These additional beneficial terms are therefore automatically incorporated into each MOU that contains a Most Favored Nations provision, as of the Effective Date of the MOU. The optional amendment noted below will be incorporated into the MOU as of the Effective Date upon execution of this Addendum No. 1.

The MOU otherwise remains in full force and effect and without modification. Defined terms used in this Addendum No. 1 shall have the same meaning as in the MOU.

II. AUTOMATIC REVISIONS TO MOU:

Section 3.2. *The following sentence is added to the end of Section 3.2:* "Agency shall provide Recipient with 30 days advance written notice of any changes or proposed changes; Agency may give notice to Recipient prior to its formal adoption of an annual expenditure plan effectuating changes.

Section 3.4. *The following sentence is added to the end of Section 3.4:* "Agency shall provide Recipient with 30 days advance written notice of any changes or proposed changes; Agency may give notice to Recipient prior to its formal adoption of an annual expenditure plan effectuating changes.

Section 3.6. *The following sentence is added to the end of Section 3.6:* "Agency shall provide Recipient with 30 days advance written notice of any changes or proposed changes; Agency may give notice to Recipient prior to its formal adoption of an annual expenditure plan effectuating changes.

Section 10. *The following sentences are added to the end of Section 10*: "The requirements under Measure A shall be fully implemented and enforced by July 1, 2026, to allow for necessary administrative, budgetary, and contractual adjustments while ensuring compliance with Measure A. During the transition period, Agency shall coordinate with Recipient to align all Measure A-funded social services positions with the requirements set forth in this Section to the maximum extent feasible.

Section 14.4.2. The first sentence of Section 14.4.2 is amended to read in whole: "If Agency alleges that Recipient has committed *fraud*, *embezzlement*, or a *serious* misappropriation of funds in violation of the Act, Measure A, or both, Agency may institute an action at law or equity to pursue all available legal or equitable remedies without providing a period for cure."

III. OPTIONAL REVISION TO THE MOU:

Recipient may elect to implement the following change, which would delete Section 17.6 from the MOU as follows:

> ~~**"Enforcement Costs**. If any action or proceeding is brought by any Party against any other Party to enforce any of the provisions hereof, or to seek damages by reason of any alleged breach of any of the provisions hereof (whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise), the prevailing Party shall be entitled to recover from the other Party its attorney's fees in such amount as the court may adjudge reasonable in such action or proceeding, together with the prevailing Party's other costs and expenses (including, without limit, court costs and other litigation costs and expenses)."~~

In order to accept this change, Recipient shall execute the below statement and return the executed form to the Agency prior to December 31, 2025, or prior to bringing a dispute against Agency under the MOU, whichever occurs first:

On behalf of **the Burbank-Glendale-Pasdena Regional Housing Trust** (Recipient), and with full authority to authorize this change, I hereby accept the deletion of Section 17.6 from the MOU.

Dima Galkin

Date: 10/31/2025

By: **Dima Galkin**

Its: **Trust Manager**

Approved to Form:

Elena Q. Gerli, General Counsel

LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY

Ryan Johnson

Ryan Johnson
Interim CEO

Approved to Form:

Michael J. Maurer
General Counsel

AFFORDABLE HOUSING PRODUCTION, PRESERVATION, AND OWNERSHIP; TECHNICAL ASSISTANCE, RESEARCH AND POLICY; AND RENTER PROTECTION AND HOMELESSNESS PREVENTION FUNDING MEMORANDUM OF UNDERSTANDING

(Burbank-Glendale-Pasadena Regional Housing Trust FY2025 - 26)

This Affordable Housing Production, Preservation, and Ownership; Technical Assistance, Research and Policy; and Renter Protection and Homelessness Prevention Funding Memorandum of Understanding ("**MOU**"), effective July 1, 2025 ("**Effective Date**"), is between the Los Angeles County Affordable Housing Solutions Agency, a special act agency established pursuant to Government Code section 64710 and operating pursuant to the Los Angeles County Regional Housing Finance Act, Government Code section 64700 et seq. ("LACAHSA") ("**Agency**"), and Burbank-Glendale-Pasadena Regional Housing Trust, a Joint Powers Authority ("**Recipient**"), each individually a "**Party**" and collectively the "**Parties**."

RECITALS

This MOU is made with reference to the following facts:

A. In September 2022, Governor Newsom signed Senate Bill 679, known as the Los Angeles County Regional Housing Finance Act ("**Act**"). The Act created Agency to increase the supply of affordable housing by providing enhanced funding and technical assistance for renter protections, affordable housing preservation, and new affordable housing production.

B. In November 2024, Los Angeles County voters approved "**Measure A**," known as the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance. Measure A established a one-half percent sales tax on every dollar of goods sold in Los Angeles County to provide dedicated funding for various purposes, including reducing and preventing homelessness and increasing the supply of affordable housing.

C. Measure A directs the Los Angeles County Auditor-Controller ("**County Auditor-Controller**") to disburse 35.75% of the proceeds generated to Agency for use in accordance with the Act's and Measure A's requirements through fiscal year 2029-2030 (and thereafter, such percentage may be modified by the Los Angeles County Board of Supervisors every five years, except that such percentage may not be less than 33.33%). These include, among other things, that: Agency use 60% of its Measure A funds for affordable housing production, preservation, and ownership ("**PPO**") (Gov. Code, § 64830(d)(1); Measure A, § 29(B)); that Agency use 5% of its Measure A funds for technical assistance, research, and policy development ("**Technical Assistance**") (Gov. Code, § 64830(d)(4)); and that Agency use 30% of its Measure A funds for Renter Protection and Homelessness Prevention ("**RPHP**") (Gov. Code, § 64830(d)(2)).

D. The Act requires Agency's Board to adopt an Annual Expenditure and Strategy Plan, which must set forth the share of revenue and estimated funding to be spent on each of the above-stated categories ("**Annual Expenditure and Strategy Plan**"). Agency's Board adopted

the first Annual Expenditure and Strategy Plan on June 25, 2025 (and it is anticipated that the Board will adopt subsequent Annual Expenditure and Strategy Plans on an annual basis). The Annual Expenditure and Strategy Plan establishes the proportional amount of revenues and estimated funding that Agency will distribute to Recipient and each of the other "**Eligible Jurisdictions**" (as defined herein) for each funding category. Exhibit A, attached hereto and incorporated herein by reference, contains the allocations as approved by Agency's Board in the Annual Expenditure and Strategy Plan.

E. Of the funds allocated for PPO, Agency must disburse 70% of such funds to Eligible Jurisdictions in accordance with each jurisdiction's pro rata share of the total lower income housing needs assessment goal for Los Angeles County allocated pursuant to Government Code section 65584 ("**Pro Rata RHNA Share**"). (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(A)(i).).

F. Each Eligible Jurisdiction and its Pro Rata RHNA Share is provided in Exhibit A. Recipient's Pro Rata RHNA Share for 2025-2026 is **1.03%**.

G. Of the funds allocated for Technical Assistance, Agency must disburse 70% of such funds to Eligible Jurisdictions on a per low-income renter basis. (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(C)(i)) ("**Technical Assistance Allocation**").

H. Each Eligible Jurisdiction and its Technical Assistance Allocation is provided in Exhibit A,. Recipient's Technical Assistance Allocation is **0.09%**

I. Of the funds allocated for RPHP, Agency must disburse 70% of such funds to Eligible Jurisdictions. Agency has elected to make such disbursement based on a per low-income renter basis. (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(B)(i)) ("**RPHP Allocation**"). Each Eligible Jurisdiction and its RPHP Allocation is provided in Exhibit A. Recipient's RPHP Allocation is **0.56%.**

J. The Act and Measure A provide that Eligible Jurisdictions may receive their respective Pro Rata RHNA Share of PPO funds, Technical Assistance Allocation, and RPHP Allocation directly from Agency, provided that direct allocations are subject to the conditions and restrictions set forth in the Act and Measure A for the receipt and use of the funds.

K. The Parties have entered into this MOU to comply with the Act and Measure A and memorialize the terms and conditions governing the disbursement and use of Recipient's Pro Rata RHNA Share of PPO funds, Technical Assistance Allocation, and RPHP Allocation.

TERMS AND CONDITIONS

The Parties agree as follows:

1. Incorporation. The Parties agree that the Recitals above constitute the factual basis upon which Agency and Recipient have entered into this MOU. Agency and Recipient each

acknowledge the accuracy of the Recitals and hereby agree to the incorporation of the Recitals into this MOU as though fully set forth herein.

2. Term; Extension. The term of this MOU is one year starting on the Effective Date. The term will automatically renew for successive one-year terms unless either Party provides the other Party with a written notice of non-renewal at least 30 days before the end of the then-current term. Any renewal terms shall be on the same terms and conditions provided herein, except that the allocations provided in Exhibit A shall be automatically updated to reflect the allocations set forth in the Annual Expenditure and Strategy Plan adopted by the Board for that fiscal year (e.g., if this MOU is renewed for FY 2026-2027, the allocations provided in Exhibit A shall be those provided in the Board's Annual Expenditure and Strategy Plan for FY 2026-2027). This MOU will terminate upon the earlier of: (i) the fifth anniversary of the Effective Date; or (ii) the expiration of the then-current term following a Party's timely notice of non-renewal.

2.1. In the event that, during the term of this MOU, the Pro Rata RHNA Share changes as a result of a subsequent RHNA cycle, an addendum will be provided to each Eligible Jurisdiction's MOU, including this MOU, to incorporate the change.

3. Recipient Acknowledgment.

3.1. **Eligible Jurisdiction; Pro Rata RHNA Share**. Recipient acknowledges and agrees that it is an Eligible Jurisdiction whose Pro Rata RHNA Share is **1.03%**

3.2. **Recipient's Share of PPO Funds**. In accordance with Section 3.1 above, Recipient acknowledges and agrees that it will receive **1.03%** of the PPO funds available to be disbursed by Agency to the Eligible Jurisdictions for 2025-2026. Such share of PPO funds may change from time to time.

3.3. **Eligible Jurisdiction; Technical Assistance Allocation**. Recipient acknowledges and agrees that it is an Eligible Jurisdiction whose Technical Assistance Allocation is **0.09%**.

3.4. **Recipient's Share of Technical Assistance Funds**. In accordance with Section 3.3 above, Recipient acknowledges and agrees that it will receive **0.09%** of the Technical Assistance funds available to be disbursed by Agency to the Eligible Jurisdictions for 2025-2026. Such share of Technical Assistance funds may change from time to time.

3.5. **Eligible Jurisdiction; RPHP Allocation**. Recipient acknowledges and agrees that it is an Eligible Jurisdiction whose RPHP Allocation is **0.56%**.

3.6. **Recipient's Share of RPHP Funds**. In accordance with Section 3.5 above, Recipient acknowledges and agrees that it will receive **0.56**% of the RPHP funds available to be disbursed by Agency to the Eligible Jurisdictions for 2025-2026. Such Share of RPHP funds may change from time to time.

3.7. **Recipient Reallocation to Agency**. If Recipient so chooses, it may elect to re-allocate all or a portion of its funding allocation for any allocation to Agency to partner with on the operation or to solely operate a program on Recipient's behalf within Recipient's jurisdiction.

4. Disbursement Schedule. Agency will disburse funds to Recipient in accordance with the Master Funding Policy and Guidelines for Eligible Jurisdictions ("**Master Funding Policy and Guidelines**") published by Agency after the County Auditor-Controller disburses Measure A proceeds to Agency.

5. Direct Allocation of PPO Funds. Prior to disbursing a direct allocation of PPO Funds to Recipient, the following conditions of Government Code section 64830.5(a)(2)(A)(iv)(I) shall be met:

5.1. Recipient agrees to adopt and adhere to Agency financing policies and guidelines, including public engagement and notice provisions.

5.2. All funded projects are in compliance with Agency's eligible uses and affordability requirements.

5.3. Recipient agrees to allocate its funding within 12 months through administrative processes without being subject to additional legislative process.

5.4. Recipient is in compliance with Affirmatively Furthering Fair Housing in California guidelines. If Recipient is a regional agency, it shall expend the funds only in jurisdictions that are in compliance with Affirmatively Furthering Fair Housing in California guidelines.

By executing this MOU, Recipient hereby agrees to adopt and adhere to Agency's Master Funding Policy and Guidelines (including public engagement and notice provisions) and any other policies and guidelines adopted by Agency related to the disbursement of funds to, or use of funds by, Eligible Jurisdictions. Execution of this MOU shall therefore satisfy the condition at subsection 5.1. Agency's Master Funding Policy and Guidelines will establish provisions for Recipient to meet the remaining three conditions, which Recipient shall meet prior to its receipt of a direct allocation of all or a portion of its PPO allocation.

6. Use of PPO Funds. For any fiscal year in which Recipient receives PPO funds from Agency, Recipient will comply with all of the following:

6.1. **New Affordable Housing**. Pursuant to Measure A, Section 29 B, Recipient will use at least 77.25% of PPO funds on constructing new affordable housing.

6.2. **Government Code Section 64830(d)(1)**. Subject to Section 6.1 above, Recipient's use of PPO funds will comply with the requirements of Government Code section 64830(d)(1), attached hereto as Exhibit B-1 and incorporated herein by reference.

6.3. **Prohibited Uses**. Except as expressly authorized by Government Code section 64710, Recipient will not use PPO funds to perform or undertake any functions related to supports and services provided to people experiencing homelessness.

6.4. **Supplemental Capacity for Existing Efforts**. Recipient's use of PPO funds shall be consistent with Government Code section 64710(a)(1).

6.5. **Timing**. Upon receipt of a disbursement of PPO funds from Agency, Recipient will obligate its funding within 12 months through administrative processes without being subject to additional legislative process and will ensure that funds allocated to projects are expended within five years or as otherwise provided in Government Code section 64830.5(a)(2)(A), attached hereto as Exhibit B-2 and incorporated herein by reference, and any program policies and guidelines adopted by the Board.

6.6. **Period of Affordability**. Recipient shall record a restrictive covenant specifying an appropriate period of affordability in accordance with any program policies and guidelines adopted by Agency's Board.

7. Use of Technical Assistance Funds. For any fiscal year in which Recipient receives Technical Assistance funds from Agency, Recipient will comply with all of the following:

7.1. **Government Code Section 64830(d)(4)**. Recipient's use of Technical Assistance funds will comply with the requirements of Government Code section 64830(d)(4), attached hereto as Exhibit B-3 and incorporated herein by reference.

7.2. **Prohibited Uses**. Except as expressly authorized by Government Code section 64710, Recipient will not use Technical Assistance funds to perform or undertake any functions related to supports and services provided to people experiencing homelessness.

7.3. **Supplemental Capacity for Existing Efforts**. Recipient's use of Technical Assistance funds shall not supplant, but may complement and supplement existing efforts by cities, counties, districts, and other local, regional and state entities that were in existence as of January 1, 2022. Nothing in this paragraph shall be construed to prohibit use of funds for new efforts.

7.4. **Timing**. Upon receipt of a disbursement of Technical Assistance funds from Agency, Recipient will obligate its funding within 12 months and will ensure that funds allocated to projects are expended within five years as provided in any program policies and guidelines adopted by Agency's Board.

8. Use of RPHP Funds. For any fiscal year in which Recipient receives RPHP funds from Agency, Recipient will comply with all of the following:

8.1. **No Unrestricted Allocations**. Government Code section 64830.5(a)(2)(B)(iii) prohibits Agency from making unrestricted direct allocations to government entities. Recipient therefore agrees to be subject to the restrictions set forth in this

MOU and in t Agency's policies and guidelines for the receipt and use of RPHP funds.

8.2. **Government Code Section 64830(d)(2)**. Recipient's use of RPHP funds will comply with the requirements of Government Code section 64830(d)(2), attached hereto as Exhibit B-4 and incorporated herein by reference.

8.3. **Prohibited Uses**. Except as expressly authorized by Government Code section 64710, Recipient will not use RPHP funds to perform or undertake any functions related to supports and services provided to people experiencing homelessness.

8.4. **Supplemental Capacity for Existing Efforts**. Recipient's use of RPHP funds shall not supplant, but may complement and supplement existing efforts by cities, counties, districts, and other local, regional and state entities that were in existence as of January 1, 2022. Nothing in this paragraph shall be construed to prohibit use of funds for new efforts.

8.5. **Timing**. Upon receipt of a disbursement of RPHP funds from Agency, Recipient will obligate its funding within 12 months and will ensure that funds allocated to projects are expended within five years as provided in any program policies and guidelines adopted by Agency's Board.

9. Construction Labor Requirements.

9.1. **Measure A.** Recipient will ensure that at least 80% of the housing units produced with PPO funds provided by Agency are built subject to a project labor agreement that satisfies the requirements of Section 28 of Measure A, attached as Exhibit C-1 and incorporated herein by reference.

9.2. **The Act.** Recipient will ensure that any construction or rehabilitation project receiving PPO funds provided by Agency complies with the requirements of Government Code section 64720.5, attached as Exhibit C-2 and incorporated herein by reference.

10. Recruitment and Retention of Workers. Recipient will ensure that all contracts funding social services positions, including but not limited to eviction prevention workers, comply with Section 27 of Measure A, attached as Exhibit C-3, attached hereto and incorporated herein by reference.

11. Records and Monitoring.

11.1. **Progress Reports.** Recipient will submit Quarterly Progress Reports ("**QPRs**") and an Annual Report ("**Annual Report**") to Agency on Recipient's use of PPO funds, Technical Assistance funds, and RPHP funds. Among other things, each QPR must address (with supporting documentation, as reasonably required by Agency) how Recipient has used, or plans to use, the PPO funds, Technical Assistance funds, and RPHP funds in accordance with this MOU, including, but not limited to, Sections 6 through 8 above. If Agency creates a template QPR,

Recipient shall use Agency's template. Beginning July 1, 2025, Recipient must submit QPRs to Agency in accordance with the schedule set forth in Master Funding Policy and Guidelines for Eligible Jurisdictions. The July QPR submission will represent Recipient's Annual Report to Agency.

11.2. **Financial Records.** Recipient shall maintain financial records, supporting documents and agreements, statistical reports, official files, and any other evidence necessary to demonstrate compliance with this MOU. The foregoing shall be maintained on file by Recipient for at least five years after the expiration or termination of this MOU and made available to Agency upon request.

11.3. **Audit Requirements.** Agency shall contract for an annual audit, to be initiated within six months after the end of the fiscal year being audited, for the purpose of determining Recipient's compliance with this MOU, the Act, and Measure A. Upon completion of the annual audit, Agency will provide Recipient with a copy thereof.

12. Compliance with Funding Requirements. Recipient and any of its sub-recipients shall comply with the programmatic and financial grant implementation policies and guidelines included in the Master Funding Policy and Guidelines for Eligible Jurisdictions, published by the Agency, for all categories of funds.

13. Indemnification. Recipient agrees to indemnify, defend (with counsel reasonably approved by Agency) and hold harmless Agency and its board members, officials, officers, employees, agents, and volunteers, at Recipient's sole expense, from and against any and all claims actions, losses, damages, liability, and/or legal proceedings brought against Agency, its board members, officials, officers, employees, agents, and volunteers arising out of Recipient's performance of, or lack of performance of, any of its obligations under this MOU.

14. Dispute Resolution; Breach and Remedies.

14.1. **Avoidance of Disputes**. The Parties recognize that, as public agencies that are mutually interested in the efficient and effective use of Measure A revenues to prevent homelessness and increase access to affordable housing, the Parties desire to avoid legal disputes related to this MOU or to the pass-down and expenditure of Measure A revenues. The Parties therefore commit to make their respective best efforts to work collaboratively and cohesively to address questions of eligible uses or other compliance-related issues prior to the issue rising to the level of a dispute.

14.2. **Dispute Resolution**. Except as otherwise provided below, before proceeding in accordance with Sections 14.3 and 14.4, the Parties will attempt to informally resolve any disputes that arise from the application or interpretation of this MOU. The aggrieved Party shall notify the other Party of its intent to invoke this dispute resolution procedure within 10 business days after such dispute arises. If the Parties fail to resolve the dispute within 10 business days after delivery of such notice, each Party shall, within five business days thereafter, nominate a senior officer of its management to meet at a mutually agreed location to resolve the dispute. If the

dispute remains unresolved within 10 business days after such a meeting, each Party, without further delay, shall have the right to proceed in accordance with Sections 14.3 and 14.4. Notwithstanding the foregoing, this Section 14.2 does not apply to a dispute involving Recipient's alleged misuse or misappropriation of funds in violation of the Act, Measure A, or other applicable laws.

14.3. **Recipient's Breach**. Recipient shall be in breach under this MOU if it fails to perform or satisfy any obligation or requirement set forth herein, or if it fails to comply with the Agency's established policies and guidelines, the Act, Measure A or other applicable law. If such violation is subject to cure, it shall be deemed a breach of this MOU after 60 calendar days of receiving written notice from Agency.

14.4. **Remedies**.

14.4.1. Recipient's sole remedy shall be to institute an action at law or equity to seek specific performance of the terms of this MOU. Recipient shall not be entitled to recover damages for any breach by Agency hereunder. For clarity, this Section allows for Recipient to obtain a court order to receive disbursement of Agency funds that Recipient is legally entitled to receive or to obtain a declaration of rights among the Parties under the law or this MOU.

14.4.2. If Agency alleges that Recipient has misused or misappropriated funds in violation of the Act, Measure A, or both, Agency may institute an action at law or equity to pursue all available legal or equitable remedies without providing a period for cure. In addition to the foregoing, Agency may pause disbursements of PPO funds, Technical Assistance funds, and/or RPHP funds to Recipient until such time as Agency reasonably determines that Recipient is complying with this MOU or a court of competent jurisdiction orders Agency to resume disbursing PPO funds, Technical Assistance funds, and/or RPHP funds to Recipient.

15. Most Favored Nation. Recipient acknowledges that Agency receives Measure A revenues for the purpose of passing through funding to multiple Eligible Jurisdictions throughout the County of Los Angeles and that each Eligible Jurisdiction, including Recipient, benefits from terms that ensure that another Eligible Jurisdiction (or its Subrecipients or contractors) does not take actions against Agency that would put Agency's pool of funds at risk. Therefore, Agency recognizes that the terms of this MOU, including the indemnity provisions and limitations on damages against Agency, are most effective if applicable to all Eligible Jurisdictions. Recipient shall therefore be subject to the same terms and conditions of the Eligible Jurisdiction that receives the most favorable terms in its Funding Memorandum of Understanding with Agency. This most favored nation clause is not triggered by, and shall not preclude, Agency from settling or resolving disputes with Eligible Jurisdictions or other claimants; it is only intended to ensure the standardization of the various MOUs.

16. Notice.

16.1. **Methods**. All notices, consents, requests, demands, and other communications required or permitted under this MOU must be in writing and are conclusively deemed effective:

(A) On personal delivery;

(B) On confirmed delivery by courier service;

(C) On the first business day after transmission if sent by registered electronic mail transmission, with unmodifiable proof of content, delivery, and time of delivery;

(D) If delivered by non-registered email, when the recipient, by an email sent to the email address for the sender stated in this Section 1616 or by a notice delivered by another method in accordance with this Section 1616 acknowledges having received the sender's email, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section 1616; or

(E) On the third day after deposit in the United States mail, by certified or registered mail, postage prepaid, addressed to the other Party.

16.2. **Courtesy Notice**.

(A) If a Party gives notice under Section 16.116.1(A), (B), or (E) above, the noticing Party will make a good-faith effort to also send a courtesy copy of the notice to the other Party by email.

(B) Failure to receive a courtesy copy is not a defect in notice.

16.3. **Addresses**.

(A) Notices and other written communications to Agency must be sent to:

Los Angeles County Affordable Housing Solutions Agency
Kenneth Hahn Hall of Administration
500 West Temple Street, Room B50-b
Los Angeles, CA 90012
Attention: Ryan Olson, Controller
Email: ryan.olson@lacahsa.gov

With a copy to:

Best Best & Krieger LLP
300 South Grand Ave., 25th Floor
Los Angeles, CA 90071

Attn : Michael Maurer and Paula de Sousa
Email : Michael.Maurer@bbklaw.com

(B) Notices and other written communications to Recipient must be sent to:

Burbank-Glendale-Pasadena Regional Housing Trust
101 Progress Street, Suite 250
Irvine, CA 92618
Attn: Dima Galkin, Trust Manager
Email: dima.galkin@weareharris.com

With a copy to:

Burbank-Glendale-Pasadena Regional Housing Trust
101 Progress Street, Suite 250
Irvine, CA 92618
Attn: Zaire Marin, Assistant Trust Manager; Regina Prince, Trust Treasurer
Email: zaire.marin@weareharris.com; r_prince@vasquezcpa.com

16.4. **Change of Address**. Either Party may change its address or email address by giving the other Party notice of the change in any manner permitted by this MOU.

16.5. **Refused or Undeliverable Notice**. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified is deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, courier service, or other delivery service (as applicable).

17. Miscellaneous.

17.1. **Governing Law; Venue**. This MOU is governed by the laws of the State of California. Venue lies only in the state and federal courts in Los Angeles County, California.

17.2. **Integrated Agreement**. This MOU is the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements or understandings between the Parties. This MOU cannot be modified except by a written document signed by both Parties. No Party is relying on any other negotiation, discussion, or agreement in connection with the subject matter of this MOU. This is a fully integrated agreement.

17.3. **Independent Representation by Counsel**. The Parties represent that in executing this MOU they have relied solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel.

17.4. **Capacity to Contract**. Recipient has the capacity and the authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Recipient to carry out the terms hereof.

17.5. **Authority to Execute**. Each person executing this MOU on behalf of Recipient represents and warrants to Agency that they are duly authorized to execute and deliver this agreement on behalf of Recipient.

17.6. **Enforcement Costs.** If any action or proceeding is brought by any Party against any other Party to enforce any of the provisions hereof, or to seek damages by reason of any alleged breach of any of the provisions hereof (whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise), the prevailing Party shall be entitled to recover from the other Party its attorney's fees in such amount as the court may adjudge reasonable in such action or proceeding, together with the prevailing Party's other costs and expenses (including, without limit, court costs and other litigation costs and expenses).

17.7. **Assignment**. Recipient may not assign this MOU without Agency's prior written consent, which may be withheld for any reason.

17.8. **Severability**. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable and the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this MOU, then the other provisions of this MOU that can be given effect without the invalid provision remain in effect.

17.9. **Headings**. This MOU's headings are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

17.10. **Counterparts; Electronic Signatures**.

(A) This MOU may be signed and delivered in counterparts.

(B) In addition to any other lawful method of executing this MOU, this MOU may be signed and delivered by each Party either: (i) electronically by facsimile (e.g., scanned image or PDF copy); or (ii) digitally through the use of EchoSign, DocuSign, or such other commercially available digital-signature software that results in verified and confirmed signatures delivered electronically to each Party.

(C) Each electronic or digital signature of a Party is treated as an original, as if personally signed by that Party.

17.11. **Agreements with Third Parties**. If Recipient enters into any agreements with contractors, consultants, subrecipients or other parties ("**Other Contracting Party**") for the use of PPO Funds, Technical Assistance Funds, or RPHP Funds for the implementation of eligible activities ("**Third-Party Contracts**"), such Third-

Party Contracts shall be consistent with the terms of this MOU. Recipient shall include in all Third-Party Contracts a requirement to comply with all terms of this MOU applicable to the work or services provided by the Other Contracting Party, and all legal requirements, including the Measure A requirements.

17.12. **No Third-Party Beneficiary**. There is no intended third-party beneficiary of this MOU.

17.13. **No Waiver**. No waiver of a provision of this MOU is valid unless it is made in writing and signed by the Party against whom such waiver is sought to be enforced. A failure to enforce a right hereunder does not constitute a continuing waiver of that right or a waiver of any other right hereunder. No waiver, benefit, privilege, or service that is voluntarily given or performed by a Party gives the other Party any contractual right by custom, estoppel, or otherwise.

17.14. **Successors and Representatives**. This MOU binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and (where permitted) assignees.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the Parties have executed this MOU as indicated below.

RECIPIENT

Burbank-Glendale-Pasadena Regional Housing Trust a Joint Powers Authority

By: _____
Dima Galkin, Trust Manager

APPROVED AS TO FORM

By: _____

Elena Q. Gerli, General Counsel

AGENCY

Los Angeles County Affordable Housing Solutions Agency, a Special Act Agency

By: _____
Ryan Olson, Controller

APPROVED AS TO FORM

By: _____
Michael Maurer, Agency Co-General Counsel

EXHIBIT A

Eligible Jurisdictions

Eligible Jurisdiction	PPO Pro Rata RHNA Share[1]	Technical Assistance Share	RPHP Share
Burbank-Glendale-Pasadena Regional Housing Trust	**1.03%**	**0.09%**	**0.56%**
City of Glendale	0.69%	0.09%	0.55%
City of Long Beach	1.38%	0.20%	1.21%
City of Los Angeles	22.80%	1.72%	10.34%
City of Santa Clarita	0.63%	0.04%	0.23%
Gateway Cities Council of Government/Gateway Cities Affordable Housing Trust	2.37%	0.35%	2.12%
Las Virgenes/Malibu Council of Governments	0.07%	0.01%	0.04%
North Los Angeles County Transportation Coalition JPA	0.76%	0.09%	0.56%
San Fernando Valley Council of Governments	0.09%	0.01%	0.04%
San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	4.22%	0.36%	2.14%
South Bay Cities Council of Governments/South Bay Regional Housing Trust	1.91%	0.21%	1.28%
Unincorporated Los Angeles County	4.86%	0.23%	1.39%
Westside Cities Council of Governments	1.19%	0.09%	0.55%

[1] As approved by Agency's Board on 6/25/2025 Pursuant to the Act, the Pro Rata RHNA Shares attributable to the Councils of Governments exclude any share attributable to an individually listed jurisdiction.

EXHIBIT B-1

Government Code Section 64830

64830.

. . .

(d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:

(1) A minimum of 40 percent of the annual programmatic budget, excluding any bond indebtedness, shall be spent on affordable housing creation, preservation, and ownership as follows:

(A) The following conditions shall apply with regard to affordable housing creation:

(i) Funding pursuant to this subparagraph may be used for the following purposes, including, but not limited to, land acquisition, housing acquisition, financing, and ownership programs, including the agency serving as a single source of financing as appropriate, income assistance for extremely low income households, and project-based rental assistance contracts with no time limit that are restricted to the support of extremely low income households.

(ii) Financing for any development costs associated with a project or funding grant that is for housing that is 100 percent affordable, which means restricted to any household that earns less than 80 percent of the area median income (AMI), including permanent supportive housing that includes onsite supportive services. An eligible project may also include a subset of at least 50 units, or 50 percent of the total units, whichever is greater, in a larger development that includes units targeted up to 120 percent of AMI, in which case the agency may only fund units that are designated for extremely low and very low income households, and agency funds shall not be used in connection with any unit that is income restricted due to development incentives, density bonuses, or similar programs.

(I) For each of the eligible jurisdictions, as defined in paragraph (1) of subdivision (a) of Section 64830.5, 25 percent of all funded units shall be reserved for extremely low income households, as defined in Section 50106 of the Health and Safety Code, and 25 percent shall be reserved for very low

income households, as defined in Section 50105 of the Health and Safety Code, over any two-year period, with regular monitoring by the citizens' oversight committee and board of units funded and constructed during that two-year period.

(II) For each project, 10 percent of the units in the project shall be reserved for extremely low income households and 10 percent of the units shall be reserved for very low income households.

(B) Funding pursuant to this paragraph for affordable housing preservation programs may be used to acquire, rehabilitate, place affordability restrictions on, and preserve existing housing units, housing from the private market, and units in residential hotels as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code for affordability, in order to prevent the loss of affordability and expand permanent affordability. Funding provided pursuant to this subparagraph shall be subject to both of the following conditions:

(i) Existing residents of buildings acquired for the purpose of affordable housing preservation shall not be permanently displaced, even if the resident's household income exceeds the moderate-income limits in Section 50093 of the Health and Safety Code.

(ii) Buildings acquired for the purpose of affordable housing preservation shall achieve 100 percent occupancy by extremely low or very low income households over time through unit turnover.

Grants, loans, or other financing provided to community land trusts and other similarly structured nonprofit entities to acquire, rehabilitate, and preserve existing housing units are an eligible use pursuant to this subparagraph.

Programs to enable low- or moderate-income households to become or remain homeowners, including, but not limited to, below market rate ownership programs, downpayment assistance programs, residential rehabilitation loan programs, and grants or loans to assist in the rehabilitation or replacement of existing mobile homes located in a mobile home or manufactured home are eligible uses pursuant to this subparagraph.

(C) Funding provided pursuant to this paragraph shall be subject to the following conditions in the event that demolition or rehabilitation of housing units is required:

(i) (I) Any funded development or affordable housing grant on any property that includes a parcel or parcels that currently have residential uses, or within the five years preceding the grant have had residential uses that have been vacated or demolished, that are or were subject to a recorded covenant, ordinance, or law that

restricts rents to levels affordable to persons and families of low or very low income, subject to any other form of rent or price control through a public entity's valid exercise of its police power, or occupied by low- or very low income households, shall be subject to a policy requiring the replacement of all those units to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy.

(II) Replacement requirements shall be consistent with those set forth in paragraph (3) of subdivision (c) of Section 65915, provided that any dwelling unit that is or was, within the five-year period preceding the grant, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income shall be replaced with units made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families.

(ii) If existing residents are required to be relocated due to demolition or rehabilitation needs, the developer is required to provide relocation benefits to the occupants of those housing rental units subject to Chapter 16 (commencing with Section 7260) of Division 7 of Title 1. The developer shall comply with either the local government requirements for relocation assistance to displaced households or the policy set by the agency for relocation assistance to displaced households, whichever provides a greater benefit to the relocated or displaced households.

(iii) If existing occupants who are lower income households are required to vacate their units due to demolition or rehabilitation needs, the developer shall provide a right of first refusal for a comparable unit available in the new or rehabilitated housing development that is affordable to the household at an affordable rent, as defined in Section 50053 of the Health and Safety Code, or an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code.

. . .

(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025.)

EXHIBIT B-2

Government Code Section 64830.5(a)(2)(A)

64830.5(a)(2).

. . .

(A)

(i) Seventy percent of annual funding for the purpose of affordable housing preservation, affordable housing production, income assistance for extremely low-income households, and long-term, project-based rental assistance shall be allocated, based on the eligible jurisdiction's pro rata lower income housing need, to the eligible jurisdictions, provided that the allocation is consistent with the eligible uses of the funding set forth in paragraph (1) of subdivision (d) of Section 64830.

(ii)

(I) Thirty percent of annual funding for the purpose of affordable housing preservation, affordable housing production, and long-term rental assistance, with no time limit, shall be allocated by the agency to the eligible jurisdictions consistent with the guiding principles of the agency and the eligible uses outlined in Section 64830.

(II) At least 5 percent of funds allocated pursuant to subclause (I) shall be used for technical assistance grants to cities with a population under 50,000.

(iii) If an eligible jurisdiction is found to be out of compliance with affordability targets at the end of a two-year period, the board may take any of the following actions:

(I) Limit the funding for the jurisdiction to extremely low and very low income housing units only until compliance is reestablished.

(II) Require the funding allocated to the jurisdiction to be administered by the agency instead of the jurisdiction.

(III) Increase funding incentives as needed to meet project and programmatic targets.

(iv)

(I) Any eligible jurisdiction may receive a direct allocation of all or part of the jurisdiction's funding described in this subparagraph if all of the following conditions are met:

(ia) The jurisdiction agrees to adopt and adhere to agency financing policies and guidelines, including public engagement and notice provisions outlined in this chapter.

(ib) All funded projects are in compliance with the agency's eligible uses and affordability requirements.

(ic) The jurisdiction agrees to allocate its funding within 12 months through administrative processes without being subject to additional legislative process.

(id) The jurisdiction is in compliance with Affirmatively Furthering Fair Housing in California guidelines.

(II)

(ia) Once committed to a specific project, funds shall remain available for expenditure for an additional five years, unless an extension is authorized pursuant to sub-subclause (ib).

(ib) If the funds have not been expended within five years of receipt as required in sub-subclause (ia), the jurisdiction shall show that it has made adequate progress towards completing the project. If the agency finds that the city has made adequate progress, the agency shall authorize an additional 24 months to grant entitlements to the remainder of the project. If the agency does not find that the city has made adequate progress, the funds shall be transferred to the agency. The agency shall hold the funds until the city submits a plan satisfactory to the agency to move forward with the project or allocate funds to another qualified project consistent with the jurisdiction's expenditure plan.

(ic) For purposes of this subclause, "adequate progress" means the project has received the land use approvals or entitlements necessary for at least 75 percent of the project's units. . . .

. . .

(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025

EXHIBIT B-3

Government Code Section 64830

64830.

. . .

(d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:

. . .

(4) At least 5 percent of the total annual programmatic budget, excluding any bond indebtedness, shall be used for technical assistance, research, and policy development. Eligible uses for these funds include, but are not limited to, all of the following:

(A) Collecting and tracking information related to displacement and displacement risk, rents, and evictions in the region.

(B) Drafting model affordable housing land use ordinances that may be adopted by any jurisdiction in the County of Los Angeles.

. . .

(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025

EXHIBIT B-4

Government Code Section 64830

64830.

. . .

(d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:

. . .

(2)

(A) At least 30 percent of the total annual programmatic budget, excluding any bond indebtedness, shall be spent on countywide renter protection and support programs.

(B) These programs include any effort that helps renters of lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(C) Eligible uses of the funds include, but are not limited to, all of the following:

(i) Preeviction and eviction legal services, counseling, advice and consultation, training, renter education and representation, and services to improve habitability that protect against displacement of tenants.

(ii) Providing rental assistance for lower income households. Rental assistance shall be provided to a specific household for a reasonable amount of time not to exceed six months, and shall be paired with supportive services, such as eviction prevention and defense, to the greatest extent possible.

(iii) Providing relocation assistance for lower income households beyond what is legally required of landlords according to local or state law.

. . .

(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025.

EXHIBIT C-1

Measure A Labor Requirements

SECTION 28. CONSTRUCTION WORK.

A. It is the intent of this section to encourage the development of local job opportunities and career pathways into the building and construction trades, including but not limited to apprenticeship and pre-apprenticeship programs.

B. Any construction or rehabilitation project receiving funding or financing from this Ordinance, including but not limited to a project of fewer than 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with section 1720) of Part 7 of Division 2 of the Labor Code.

C. A project of 40 or more units is eligible to receive funding or financing from this Ordinance only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement executed by the Chief Executive Officer on June 7, 2023 if the project is elsewhere, or any successor to either agreement.

D. For purposes of sections 28 and 29 of this Ordinance, the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for a development project, regardless of whether construction or rehabilitation proceeds in phases or project ownership is divided.

E. The Designated Enforcement Agency ("DEA") shall have authority to enforce Labor Code sections 1720-1815, as amended from time to time, for projects funded by the tax imposed by this Ordinance. Any developer, contractor, or subcontractor as to such projects shall be required to cooperate fully in any investigation the DEA initiates. For projects located in the City of Los Angeles, the DEA shall be the Department of Public Works, Bureau of Contract Administration. For projects elsewhere, the contracting Funding Recipient shall act as or designate the DEA. The DEA shall be authorized to work with joint labor management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a) in order to carry out the enforcement/investigation duties under this Ordinance. A joint labor management committee may bring an action in any court of competent jurisdiction against an employer that fails to comply with the labor standards required under this Ordinance.

F. Notwithstanding subsection C of this section, if a project labor agreement is agreed between the Funding Recipient or project developer, the Los Angeles/Orange Counties Building and Construction Trades Council, and the Western States Regional Council of Carpenters, then a project with 40 or more units is eligible to receive funding or financing from this Ordinance if all construction and rehabilitation is subject to that project labor agreement.

G. For purposes of this Ordinance, "project labor agreement" has the meaning stated in subdivision (b)(1) of section 2500 of the Public Contract Code.

EXHIBIT C-2

Government Code Section 64720.5

64720.5.

(a) Any construction or rehabilitation project receiving funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, including, but not limited to, a project with under 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

(b) A project with 40 units or greater is eligible to receive funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works PLA. For purposes of this subdivision and subdivision (c), the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for the development project, regardless of whether construction or rehabilitation proceeds in phases or ownership is divided.

(c) Notwithstanding subdivision (b), if a specific countywide project labor agreement is negotiated with mutual agreement between the Los Angeles/Orange Counties Building and Construction Trades Council and the Southern California Association of Nonprofit Housing and approved by the agency, then a project with 40 units or greater is eligible to receive funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, only if all construction and rehabilitation is subject to the specific countywide project labor agreement rather than the Department of Public Works PLA.

(d) For purposes of this section, "project labor agreement" has the same meaning as in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

(e) For purposes of this section, "Department of Public Works PLA" means the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 with Los Angeles/Orange Counties Building and Construction Trades Council, effective August 25, 2021.

(Added by Stats. 2022, Ch. 661, Sec. 1. (SB 679) Effective January 1, 2023.)

EXHIBIT C-3

Measure A Section 27

SECTION 27. IMPROVING RECRUITMENT AND RETENTION OF HOMELESSNESS SERVICE AND PREVENTION WORKERS.

A. All contracts funding social services positions, including but not limited to homelessness services and eviction prevention workers, financed by the tax imposed by this Ordinance must:

1. Set sufficient payment rates to enable contractors to pay wages aligned with public and private market conditions;

2. Allow amendments, as needed, to provide that incentives and wage increases for cost of living similar to those offered to County staff and/or Los Angeles Homeless Services Authority staff are also available to service provider and prevention worker staff;

3. Allow annual adjustments to reflect cost-of-living adjustments, increases in administrative allowances, and operational cost changes due to inflation or other factors (such as supply shortages, insurance market changes, etc.);

4. Be paid in a timely manner to prevent unnecessary cost increases borne by service providers; and

5. Not result in displacement of public employees.

Multi-year contracts are encouraged to support system, service delivery, workforce, and nonprofit service provider stability.

B. By June 30, 2025, the County shall establish a labor council with equal representation from organized labor and nonprofit social service provider leadership to discuss pay equity and career development at contracted service providers, especially with regard to racial disparities and for those with lived experience of homelessness. This council shall make recommendations to the Board of Supervisors on issues related but not limited to all levels of compensation, wages and benefits, and appropriate pay ranges as compared to County employees performing similar work, including the feasibility of contracts for social services positions financed by this Ordinance meeting or exceeding area wage standards, pay equity for service provider staff, and the allowance of cost-of-living adjustments. The labor council shall provide initial recommendations to the Board of Supervisors by June 30, 2026.

C. Every three years, the Chief Executive Officer shall conduct a review every three years of current payment rates across service types (such. as interim housing bed rates) to inform rate changes and, every five years, shall review current administrative rates allowed in service contracts compared with industry standards and best practices.

RESOLUTION NO. 26-29,715

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE FISCAL YEAR 2026-27 MEASURE A SUBRECIPIENT AGREEMENT BETWEEN THE BURBANK-GLENDALE-PASADENA REGIONAL HOUSING TRUST AND THE CITY OF BURBANK TO RECEIVE MEASURE A FUNDS AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ANY FUTURE AMENDMENTS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank-Glendale-Pasadena Regional Housing Trust (Trust) is a Joint Powers Authority established pursuant to Section 6500 et seq. of the California Government Code, including Section 6539.9, which authorizes local jurisdictions to form regional housing trusts for the purpose of supporting affordable housing and homelessness-related programs and services.

B. In November 2024, Los Angeles County voters approved Measure A, which repealed and replaced Measure H and established a one-half cent sales tax to fund affordable housing, homelessness prevention, and homeless services programs throughout Los Angeles County.

C. Measure A allocates funding to Los Angeles County Affordable Housing Solutions Agency (LACAHSA) to support affordable housing development and homelessness prevention programs countywide and requires LACAHSA to distribute a portion of those funds to eligible jurisdictions.

D. The City of Burbank and the City of Pasadena will receive LACAHSA administer Measure A funding through the Trust pursuant to a funding agreement between the Trust and LACAHSA.

E. The City of Burbank desires to enter into a Fiscal Year 2026-27 Measure A Subrecipient Agreement with the Trust in order to receive and administer Measure A funding for eligible housing and homelessness-related activities, including affordable housing production and preservation, renter protections, homelessness prevention programs, and technical assistance activities.

F. Approval of the Subrecipient Agreement is necessary for the City to receive its Measure A allocation for Fiscal Year 2026-27 and future fiscal year allocations.

G. This Agreement has no potential for resulting in a direct or reasonably foreseeable indirect physical change to the environment and falls outside the definition of a “project” under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review pursuant to § 15378 of Title 14 of the California Code of

Regulations (CEQA Guidelines).

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City Council has reviewed the Memorandum of Understanding and hereby approves the Fiscal Year 2026-27 Measure A Subrecipient Agreement between the Trust and the City to receive and administer Measure A funding. The City Manager, or his designee is authorized to execute the Agreement and or any minor future amendments, subject to review and approval by the City Attorney's Office, on behalf of the City.

2. The City Manager, or his designee, is authorized to accept Measure A funding allocated to the City pursuant to the Subrecipient Agreement and take any necessary action to effectuate the receiving and appropriating of these grant funds.

3. Funding received pursuant to the Agreement shall be appropriated in the applicable fiscal year in which the revenues are received. Future funding allocations will be presented to City Council through the annual budget process, or as otherwise necessary, for acceptance and appropriation.

4. The Financial Services Director, or their designee, is authorized to make any revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the appropriations specified in this resolution.

PASSED and ADOPTED this 16th day of June 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

By: _s/Ray Johal_____
Ray Johal
Senior Assistant City Attorney

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

I, Linda Thai, Assistant 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 16th day of June 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Mullins.

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

STAFF REPORT

PARKS AND RECREATION

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
Via: Kristen Smith, Assistant Parks and Recreation Director
By: Brenda Castaneda, Animal Shelter Superintendent

SUBJECT: Approval to Dispense with Competitive Bidding and Execute a First Amendment to the Professional Services Agreement with All Animals Veterinary Care and Consulting to Increase Total Compensation for Veterinary Services for the Burbank Animal Shelter

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RECOMMENDATION

Approve to Dispense with Competitive Bidding and Execute a First Amendment to the Professional Services Agreement (PSA) with All Animals Veterinary Care and Consulting, PC, increasing total compensation from $100,000 to $250,000 for veterinary services for the Burbank Animal Shelter (BAS) and authorize the Parks and Recreation Director, as designee of the City Manager, to execute the First Amendment.

BACKGROUND

The BAS operates within the Parks and Recreation Department (Department) and serves as an essential component of the City's animal welfare and public health services. Veterinary services are a critical operational function of the BAS, as animals in the City's care require ongoing medical evaluation, treatment, and continuity of care to support their health and well-being.

Since September 1, 2023, under a PSA with the City, All Animals Veterinary Care and Consulting, PC (AAVCC), has provided veterinary services for the BAS due to vacancies in the Veterinarian position. The current PSA has a total compensation amount of $100,000. As of February 2026, $91,595 has been expended under the agreement during the current fiscal year.

The Department is requesting approval of the First Amendment to the PSA, which would increase the not-to-exceed amount by $150,000, for a revised total of $250,000. The PSA expires on August 31, 2026.

DISCUSSION

Staff is requesting approval of the First Amendment to support continued veterinary services essential to ongoing operations at BAS. Temporary veterinary services have been necessary during active recruitment efforts to fill a vacant position, and additional contract support has been required due to increased animal intake and service demands.

The existing agreement has provided critical continuity of care for animals in BAS's custody by ensuring access to veterinary medical services. Maintaining services with the current outside provider is operationally necessary to avoid disruptions that could compromise animal health, delay treatment or impact compliance with applicable care standards. The AAVCC veterinarian is familiar with BAS operations, protocols, medical records systems, and treatment practices, allowing for efficient and effective delivery of veterinary services. Continuing with the existing provider will help ensure stable veterinary services while staff recruits for and fills the permanent veterinarian position.

City Council approval of the amendment to the PSA is required because the amended total compensation would exceed $100,000 (Burbank Municipal Code § 2-2-102.C.). Staff recommends that the competitive proposal process be dispensed to maintain uninterrupted, high-quality veterinary services.

ENVIRONMENTAL REVIEW

This action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5) because it involves the funding and approval of an amendment to a professional services agreement for ongoing veterinary services and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The proposed amendment, in the amount of $150,000, would increase the total compensation under the agreement to $250,000. Sufficient funds are available within the adopted Fiscal Year 2025-26 Department budget for BAS veterinarian services, and no additional appropriation is requested through this action.

CONCLUSION

Approval of the First Amendment to the PSA with AAVCC will allow the Department to maintain veterinary service levels for the BAS, support continuity of care for animals, and continue operations during the recruitment for the vacant Veterinarian position. Staff

recommends approval of the First Amendment and authorization for the Parks and Recreation Director, as designee of the City Manager, to execute its terms.

ATTACHMENTS

Attachment 1 – First Amendment to the Professional Services Agreement with All Animals Veterinary Care and Consulting.

Attachment 2 – Original Professional Services Agreement with All Animals Veterinary Care and Consulting, PC.

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: April 1, 2026

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Marisa Garcia
Title: Parks & Recreation Director
Telephone: (818) 238-5310

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

All Animals Veterinary Care and Consulting, PC

Representative: Name: Leah Greer, DVM, DACZM
Title President CEO
Telephone: (310) 709-5995

Mailing Address: 3225 McLeod Dr., Suite 100
Las Vegas, NV 89121

TERM: Original Commencement Date: September 1, 2025
Original Completion Date: August 31, 2026
First Amended Completion Date: No Change.

COST OF SERVICE:

Original Cost of Service: $100,000
First Amendment to Cost of Service: +$150,000
Revised Cost of Service: $250,000

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”), is made and entered into the date listed above (the “Effective Date”), by and between THE CITY OF BURBANK, a municipal corporation (the “City”) and All

Animals Veterinary Care and Consulting, PC (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated September 1, 2025 ("Agreement"), for Consultant to provide veterinary services for the Burbank Animal Shelter (BAS), including serving as managing Licensee on Veterinary Premise Permit, maintaining Drug Enforcement Administration license for BAS, conducting animal examinations, diagnosing, prognosing, drafting and implementing treatment plans, and spaying and neutering. Now City and Consultant desire to amend the Agreement with this First Amendment to Professional Services Agreement in order to amend the total compensation amount to $250,000.00 to provide additional veterinary services due to Veterinarian position vacancy. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

2.0 Amendment to Compensation. The total compensation payable by the City to the Consultant as set forth in Section 3.0 of the Agreement is hereby amended to a not to exceed amount of $250,000.00.

3.0 Execution Counterparts. This First Amendment 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 First Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this First Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this First Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this First Amendment, the parties have executed this First Amendment on the date indicated above.

"CONSULTANT" "CITY"

_____ By: _____

Signature

Leah Greer, DVM, DACZM
Name (please print)

President CEO
Title

If Consultant is a Corporation or LLC, a second signature is required.

_____
Signature

Leah Greer, DVM, DACZM
Name (please print)

Secretary
Title

Signature

Justin Hess
Name (please print)

City Manager
Title

Approved as to Form
Office of the City Attorney

By: _____
Signature

Kane Thuyen
Name (please print)

Senior Assistant City Attorney
Title

EXHIBIT B-1

AMENDED SCHEDULE OF COMPENSATION

For the services outlined in Amended Scope of Services above, the Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

No amendments are being made to the Schedule of Compensation only to the total amount of compensation.

PROFESSIONAL SERVICES AGREEMENT

by and between

THE CITY OF BURBANK

and

All Animals Veterinary Care and Consulting, PC

dated as of September 1, 2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this 1st day of September, 2025 (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **All Animals Veterinary Care and Consulting, PC** (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 August 31, 2026; 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 $100,000 (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:

Leah Greer, DVM, DACZM
President CEO

All Animals Veterinary Care and Consulting, PC
3225 McLeod Dr. Suite 100
Las Vegas, NV 89121
(310) 709-5995
drleahgreer@hotmail.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.

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:

Brenda Castaneda
Animal Shelter Superintendent
1150 N. Victory Place, Burbank, CA 91502
(818) 238-3343
BCastaneda@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 Marisa Garcia, Parks & Recreation Director (the "Designated Official") to handle such matters.

(818) 238-5310
MGarcia@burbankca.gov

5.0 **Invoicing and Payment.** 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
Burbank Animal Shelter
Attention: Brenda Castaneda
1150 N. Victory Place, Burbank, CA 91502
BCastaneda@burbankca.gov

With a copy to:

The City of Burbank
Parks & Recreation Department
Attention: Marisa Garcia
150 N. Third Street, Burbank, CA 91502
MGarcia@burbankca.gov

TO CONSULTANT:

All Animals Veterinary Care and Consulting, PC
Attention: Leah Greer, DVM, DACZM
3225 McLeod Dr. Suite 100
Las Vegas, NV 89121
drleahgreer@hotmail.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"
All Animals Veterinary Care and Consulting, PC

Signature

Leah Greer, DVM, DACZM
Name (Please Print)

President CEO
Title

If Consultant is a corporation or LLC, a second signature is required:

Signature

Leah Greer, DVM, DACZM
Name (Please Print)

Secretary
Title

"CITY"
City of Burbank

Signature

Justin Hess
Name (Please Print)

City Manager
Title

Approved as to Form
Burbank City Attorney's Office

By: Signature

Catherine Kim

Assistant City Attorney

PURCHASING DIV.
CITY OF BURBANK
2025 OCT 30 PM 12: 57

EXHIBIT A
SCOPE OF SERVICES

Consultant shall perform the following services for the benefit of the City:

	DESCRIPTION OF SERVICE AND DELIVERABLE	DELIVERABLE DATE
1.	Be listed as the Managing Licensee on the Veterinary Premises Permit for the Burbank Animal Shelter and maintain responsibility for associated duties (see list of Managing Licensee Responsibilities – Exhibit A-1)	Ongoing
2.	Establish and maintain Drug Enforcement Administration (DEA) license for Burbank Animal Shelter to allow ordering of necessary controlled substances, medications, and vaccines; Conduct regular inventories of controlled substances with the Animal Shelter Superintendent.	Ongoing
3.	Perform onsite, veterinary medical services for the Burbank Animal Shelter for 6 - 12 hours weekly; Schedule will be determined based on Dr. Greer's weekly availability	Ongoing
4.	Services provided will include but not be limited to performing physical examinations of Shelter animals, providing diagnoses, prognoses, drafting and implementing treatment plans, prescribing medications and other veterinary services as needed, performing spays,	Ongoing

	neuters and other required surgeries	
5.	Answer phone calls from or attend virtual meetings with Burbank Animal Shelter staff members to discuss emergency cases and updates on animals under Dr. Greer's care	Ongoing
6.	Serve as supervising veterinarian during community vaccine clinics as needed and as Dr. Greer's availability allows	Ongoing
7.	Dr. Greer will work with and be supported by Burbank Animal Shelter Personnel and volunteers	Ongoing

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.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

Time and Materials: The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this Agreement at the following rates:

Rate Table

1. $650 monthly flat rate to serve as Managing Licensee on Veterinary Premises Permit and maintain DEA license for the Burbank Animal Shelter as listed in Scope of Services #1 and #2.

2. Dr. Greer will be compensated at the rate of $220 per hour for veterinary medical services provided as listed under scope of services #3 - #7. Base charge is two hours plus travel fee.

3. Travel fee of $125 per visit to facility or when traveling to a secondary location for surgery/vaccinations, etc.

4. Phone consults $45 per 15 minutes Monday – Friday 8am to 5pm. $55 per 15 minutes after hours.

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

PARKS AND RECREATION

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
VIA: Diego Cevallos, Parks and Recreation Assistant Director
BY: Noah Altman, Recreation Services Manager

SUBJECT: Approval of a Multi-Year Reimbursement Agreement with Boys and Girls Club for the Drop-In Middle School Program

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RECOMMENDATION

Approve a multi-year reimbursement agreement with the Boys & Girls Club (BGC) of Burbank and Greater East Valley for the Drop-In Middle School Program, to be paid for by annual expenditures up to $25,000 for a period of three years from the youth services holding account.

BACKGROUND

At the March 18, 2014, City Council (Council) meeting, Parks and Recreation (P&R) staff presented a report regarding the history of the former Burbank Youth Task Force and the annual youth services funding recommendation process. Following the subsequent disbandment of the Youth Task Force, staff recommended that the Council continue considering multi-year reimbursement agreements for the BGC Drop-In Middle School Program. Ultimately, Council approved annual funding in the amount of $25,000 for BGC since Fiscal Year (FY) 2014-15 for a period of three years, encompassing FY 2014-15 through FY 2016-17. At the conclusion of the three-year agreement, Council approved one-year agreements for FY 2017-18 through FY 2019-20. Council later approved a three-year agreement covering FY 2020-21 through FY 2022-23, followed by the most recent three-year agreement for FY 2023-24 through FY 2025-26. The existing reimbursement agreement with BGC is set to expire on June 30, 2026.

Per Council's request, the reimbursement agreement includes specific contract provisions requiring BGC to use performance metrics to assess the effectiveness of their

program. Staff work closely with BGC executive staff to ensure that all provisions in the reimbursement agreement are met, and performance metrics are satisfied. To meet this contractual obligation, BGC prepares an Annual Report (Attachment 1) describing attendance data, revenue totals per site, and survey results from program participants. A series of questions were asked in the survey with answer options of *Very True, Sort of True, Not Very True,* and *Not True at All*. Attachment 1 shows the summary of responses as percentages of Optimal Responses, No Responses, and Yes Responses for the 2024-25 Annual Report. The 2025-26 Annual Report data was not available at the time this staff report was prepared.

DISCUSSION

BGC has provided the Drop-In Middle School Program at Dolores Huerta Middle School (Huerta) and John Muir Middle School (Muir) since 2010, and at Luther Burbank Middle School (Luther) since 2011. The BGC after school program is currently the only supervised program available on campus for students at Huerta and Muir, while Luther also has the After School Education and Safety (ASES) Program. In addition to the Drop-In Middle School Program, the BGC also offers a wide variety of teen programs at their main club site, including College Bound, Junior Staff and Teen Nights. The BGC's presence on middle school campuses allows them to continue to build connections with students and support their development as they become active members of the community.

As required by the existing reimbursement agreement, BGC provides the City with an Annual Report at the end of each school year that includes financial information as well as qualitative and quantitative data assessing the impact of their program on students, parents, and teachers. The data provided to staff on a yearly basis strongly suggests that the Drop-In Middle School Program is vital to ensuring that middle school students have an option for supervised after school care. The BGC continues to have strong attendance numbers for these programs, and they depend largely on monetary contributions from outside organizations including the City. During the 2024-25 school year, BGC attendance averaged 187 students per day across the three school sites, with an average total program enrollment of 281 students.

Approval by Council will allow the P&R Director to enter into and finalize a three-year reimbursement agreement with the BGC covering FY 2026-27, FY 2027-28, and FY 2028-29, with any modifications subject to approval by the City Attorney's Office. A draft reimbursement agreement with the BGC has been included for review (Attachment 2). Consistent with the existing BGC reimbursement agreement, the draft reimbursement agreement provides that the City will reimburse BGC up to $25,000 annually for costs related to the Drop-In Middle School Program, with the City's right to terminate or amend the agreement upon changes to the City's overall funding for youth services. Moreover, if BGC ceases to provide Program services, the reimbursement agreement automatically

terminates, and BGC shall not be entitled to any further reimbursement by the City for the term of the agreement. A summary of BGC's obligations under the agreement follows, specifically highlighting what BGC will be contractually required to provide to the City:

- Provide the City with an Annual Report, including financial data and specific budget information pertaining to the Drop-In Middle School Program;
- Provide the City with quarterly reports, including financial data and Program participation/attendance; and
- Provide the City with a variety of survey results that aim to measure the Program's effectiveness. BGC will survey parents, teachers, and students/participants with a different survey for each group.

ENVIRONMENTAL REVIEW

This activity involves fiscal activities such as reimbursements and has no potential for resulting in either direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. As such, it is not a "project" under the California Environmental Quality Act (CEQA). (14 Cal. Code Regs § 15378.)

FISCAL IMPACT

Sufficient funds are available within the Youth Services Holding Account (001.PR31F.62970.000) to support the proposed reimbursement agreement. Under the proposed reimbursement agreement, BGC will receive up to $25,000 annually, provided Council approves funding through the budget process on an annual basis.

CONCLUSION

The Drop-In Middle School Program provided by BGC has had significant positive impact on youth in the Burbank community. The City's continued financial contribution to these programs is an important component of their success. Should the Council approve the reimbursement agreement, staff will continue to work closely with BGC to monitor program effectiveness and overall impact. It should also be noted that while the proposed reimbursement agreement requires BGC to maintain an approved use of facilities application with BUSD, BGC is currently in the process of executing those documents for the 2026-27 school year. Included in Attachment 2 are the existing documents that BGC has in place for the 2025-26 school year.

Based on years of success and positive impacts on the Burbank community, staff supports continued City funding for the BGC Drop-In Middle School Program and recommends Council approve the multi-year reimbursement agreement.

ATTACHMENTS

Attachment 1 – BGC Annual Report 2024-25

Attachment 2 – Proposed Reimbursement Agreement with Boys & Girls Club

City of Burbank
Parks and Recreation
Contract Compliance Form - Boys & Girls Club

SECTION A.

FIRST QUARTER: AUGUST – SEPTEMBER FY24

SCHOOL	ENROLLMENT	RESIDENTS	NON-RESIDENTS	AVE DAILY ATTENDANCE	PROGRAM FEE	BGC COST PER CHILD
Huerta	88	69	15	67		
Luther	100	68	20	75		
Muir	86	82	4	62		
TOTALS	274	219	39	204	$53,270	$430

SECOND QUARTER: OCTOBER – DECEMBER FY24

SCHOOL	ENROLLMENT	RESIDENTS	NON-RESIDENTS	AVE DAILY ATTENDANCE	PROGRAM FEE	BGC COST PER CHILD
Huerta	92	69	23	65		
Luther	98	68	30	68		
Muir	86	82	4	54		
TOTALS	276	219	57	187	$69,698	$587

THIRD QUARTER: JANUARY - MARCH FY24

SCHOOL	ENROLLMENT	RESIDENTS	NON-RESIDENTS	AVE DAILY ATTENDANCE	PROGRAM FEE	BGC COST PER CHILD
Huerta	94	69	25	60		
Luther	96	68	28	62		
Muir	83	80	3	54		
TOTALS	273	217	56	176	$71,130	$570

FOURTH QUARTER: APRIL - MAY FY24

SCHOOL	ENROLLMENT	RESIDENTS	NON-RESIDENTS	AVE DAILY ATTENDANCE	PROGRAM FEE	BGC COST PER CHILD
Huerta	89	69	20	63		
Luther	93	68	25	61		
Muir	84	80	4	55		
TOTALS	266	217	49	179	$38,400	$389

SECTION B.

ATTACHMENTS

ITEM	YES/NO
Prior Year Financial Statements	
Annual Approved Budget	
Survey Results	

SECTION C.

PROGRAM SUMMARY:

This school year, we began a sports program through the Luther Middle School Program as we were asked by the principal to take this on as he felt many Luther students didn't have access to sports programs and cost may be a factor. We worked with Mike Graceffo on our team to create a program that introduced middle school students to the fundamentals of basketball, flag football, soccer, softball and volleyball. Our numbers have stayed strong at all 3 sites and our staff have wonderful relationships with the principals and check in with them regularly. Parents rely on our program for a safe place for their students to go after school to complete homework and have access to visual and performing arts as well as STEM programs and athletics. No child is turned away from our middle school programs for an inability to pay. Many of our school year members attend the main club during summer and winter breaks and go on to attend our free teen program in high school. We are very grateful for the city of Burbank's long time support of these vital programs.

SCHOOL YEAR: 2023-2024

Submitted By: Mira Shah

CFO Signature: Mira Shah

Date: 12/23/2025

Club Experience

Report Walkthrough

Percentage | Numbers

% of Optimal Responses

Overall Club Experience	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	47%	48%	43%	47%
Dolores Huerta Middle School	NDA	37%	31%	31%	37%
John Muir Middle School	NDA	28%	37%	33%	33%

% of Optimal Responses

Safe, Positive Environment	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	88%	71%	75%	75%
Dolores Huerta Middle School	NDA	59%	62%	65%	61%
John Muir Middle School	NDA	59%	71%	63%	57%

% of Optimal Responses

Emotional Safety	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	91%	79%	89%	79%
Dolores Huerta Middle School	NDA	78%	79%	81%	72%
John Muir Middle School	NDA	70%	82%	67%	78%

% of Optimal Responses

Physical Safety	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	81%	73%	74%	81%
Dolores Huerta Middle School	NDA	63%	68%	66%	64%
John Muir Middle School	NDA	61%	75%	68%	59%

% of Optimal Responses

Supportive Relationships	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	51%	41%	33%	44%
Dolores Huerta Middle School	NDA	40%	33%	37%	35%
John Muir Middle School	NDA	22%	33%	30%	37%

% of Optimal Responses

Adult Connections	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	86%	74%	82%	82%
Dolores Huerta Middle School	NDA	66%	67%	72%	69%
John Muir Middle School	NDA	69%	74%	61%	68%

of Optimal Responses

Peer Connections	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	34%	31%	27%	40%
Dolores Huerta Middle School	NDA	33%	27%	25%	33%
John Muir Middle School	NDA	22%	27%	28%	30%

of Optimal Responses

Fun and Belonging	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	66%	66%	59%	67%
Dolores Huerta Middle School	NDA	50%	44%	56%	56%
John Muir Middle School	NDA	47%	54%	51%	52%

% of Optimal Responses

Fun	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	54%	69%	62%	66%
Dolores Huerta Middle School	NDA	53%	42%	54%	70%
John Muir Middle School	NDA	47%	46%	58%	54%

% of Optimal Responses

Sense of Belonging	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	78%	64%	66%	71%
Dolores Huerta Middle School	NDA	72%	65%	63%	61%
John Muir Middle School	NDA	63%	74%	63%	62%

% of Optimal Responses

Recognition	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	58%	52%	47%	49%
Dolores Huerta Middle School	NDA	43%	37%	43%	47%
John Muir Middle School	NDA	40%	43%	39%	36%

% of No Responses

Did you ever stay away from other places at the Club because you thought someone might harm you?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	89%	95%	98%	92%
Dolores Huerta Middle School	NDA	100%	94%	94%	94%
John Muir Middle School	NDA	97%	94%	96%	96%

% of No Responses

Did you ever stay away from any hallways in the Club because you thought someone might harm you?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	97%	97%	95%	95%
Dolores Huerta Middle School	NDA	100%	96%	98%	98%
John Muir Middle School	NDA	97%	99%	96%	100%

% of No Responses

Did you ever stay away from the entrance to the Club because you thought someone might harm you?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	97%	97%	95%	95%
Dolores Huerta Middle School	NDA	100%	96%	98%	98%
John Muir Middle School	NDA	97%	99%	96%	100%

Bullying (Module) Items

% of No Responses

During the past year, have you been electronically bullied?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	NDA	NDA	NDA	88%
Dolores Huerta Middle School	NDA	NDA	NDA	NDA	82%
John Muir Middle School	NDA	NDA	NDA	NDA	85%

% of No Responses

During the past year, have you been bullied at the Boys & Girls Club?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	NDA	NDA	NDA	90%
Dolores Huerta Middle School	NDA	NDA	NDA	NDA	84%
John Muir Middle School	NDA	NDA	NDA	NDA	83%

% of No Responses

During the past year, have you been bullied on school property?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	NDA	NDA	NDA	77%
Dolores Huerta Middle School	NDA	NDA	NDA	NDA	71%
John Muir Middle School	NDA	NDA	NDA	NDA	66%

% of Optimal Responses

Encouragement	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	68%	60%	60%	62%
Dolores Huerta Middle School	NDA	59%	44%	48%	58%
John Muir Middle School	NDA	53%	49%	51%	52%

% of Optimal Responses

Influence	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	58%	56%	43%	50%
Dolores Huerta Middle School	NDA	57%	39%	47%	48%
John Muir Middle School	NDA	42%	48%	43%	38%

% of Optimal Responses

Opportunities and Expectations	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	67%	67%	68%	66%
Dolores Huerta Middle School	NDA	60%	41%	61%	51%
John Muir Middle School	NDA	46%	55%	42%	48%

% of Optimal Responses

Opportunities	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	51%	61%	65%	64%
Dolores Huerta Middle School	NDA	58%	37%	52%	45%
John Muir Middle School	NDA	47%	57%	42%	50%

% of Optimal Responses

Expectations	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	72%	75%	77%	69%
Dolores Huerta Middle School	NDA	70%	63%	65%	62%
John Muir Middle School	NDA	61%	67%	54%	56%

Stay Away Items

% of No Responses

Did you ever stay away from any restrooms in the Club beacause you thought someone might harm you?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	89%	94%	100%	95%
Dolores Huerta Middle School	NDA	100%	96%	94%	91%
John Muir Middle School	NDA	97%	95%	93%	96%

% of Yes Responses

If you were electronically bullied, did you tell an adult about it?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	NDA	NDA	NDA	50%
Dolores Huerta Middle School	NDA	NDA	NDA	NDA	56%
John Muir Middle School	NDA	NDA	NDA	NDA	43%

% of Yes Responses

If you were bullied at the Boys & Girls Club, did you tell an adult about it?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	NDA	NDA	NDA	40%
Dolores Huerta Middle School	NDA	NDA	NDA	NDA	63%
John Muir Middle School	NDA	NDA	NDA	NDA	38%

% of Yes Responses

If you were bullied on school property, did you tell an adult about it?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	NDA	NDA	NDA	40%
Dolores Huerta Middle School	NDA	NDA	NDA	NDA	64%
John Muir Middle School	NDA	NDA	NDA	NDA	50%

Safety Items

% of Just as Safe/A Little More Safe/A Lot More Safe Responses

Compared to other places, how safe do you fell when you are at the Club?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	97%	86%	92%	92%
Dolores Huerta Middle School	NDA	94%	94%	92%	93%
John Muir Middle School	NDA	75%	92%	91%	90%

% of Just as Safe/A Little More Safe/A Lot More Safe Responses

Compared to other online activities, how safe do you feel when you participate in your Club?	2021	2022	2023	2024	2025
Boys & Girls Club of Burbank and Greater East Valley - The Club at Luther Middle School	NDA	97%	86%	92%	92%
Dolores Huerta Middle School	NDA	94%	94%	92%	93%
John Muir Middle School	NDA	75%	92%	91%	90%

DRAFT

MIDDLE SCHOOL DROP-IN PROGRAM REIMBURSEMENT AGREEMENT BETWEEN CITY OF BURBANK & BOYS AND GIRLS CLUB OF BURBANK AND THE GREATER EAST VALLEY

This Reimbursement Agreement is made as of this 1st day of July, 2026 ("Effective Date"), between the City of Burbank ("City") and the Boys & Girls Club of Burbank & Greater East Valley ("BGC"), regarding reimbursements related to an after school youth development program pursuant to the approved Use of Facilities Application from the Burbank Unified School District ("BUSD"), as more particularly described in Exhibit "A," attached hereto.

RECITALS

A. BGC provides an affordable low cost after school youth development program at Luther Burbank, Dolores Huerta and John Muir Middle School campuses, pursuant to the approved Use of Facilities Application from BUSD.

B. BGC offers financial aid to individuals unable to pay for full Program enrollment costs.

C. Since September 9, 2014, the City Council has approved various year reimbursement agreements with BGC to contribute towards funding BGC's low cost after school youth development program.

D. In 2020, the City Council approved a three-year reimbursement agreement with BGC to contribute towards funding BGC's Middle School Drop-In Program. The current agreement expires June 30, 2023.

E. On May 23, 2023, City Council approved the use of City funds, up to $25,000 annually for a period of three years, to continue contributing to the BGC's low cost after school youth development program.

F. On June 2, 2026, City Council approved the use of City funds, up to $25,000 annually for a period of three years, to continue contributing to the BGC's low cost after school youth development program.

G. City now desires to enter into this Reimbursement Agreement with BGC related to its Middle School Drop-In Program.

AGREEMENT

1. Purpose

The purpose of this Reimbursement Agreement is to assist BGC in funding a low cost after school youth development program for three BUSD middle schools within the City ("Program").

2. Responsibilities and Costs

A. BGC will operate and maintain the Program, pursuant to the approved Use of Facilities Application from BUSD and will pay or be responsible for payment of all costs related to the Program. Any amendments, extensions, or renewals of the Use of Facilities Application shall be completed in writing and signed by both BGC and BUSD and shall be attached to and incorporated into this Reimbursement Agreement. At a minimum, BGC agrees to provide the following services as part of the Program:

(1) BGC shall provide afterschool care for middle school students enrolled at BUSD schools, with supervision provided by BGC staff.

(2) Program services shall be provided at Dolores Huerta Middle School, John Muir Middle School, and Luther Burbank Middle School/Burbank Adult School.

B. The City shall reimburse BGC up to $25,000 annually for conducting the Program. Notwithstanding the foregoing, the City reserves the right to administratively reduce the maximum payment of $25,000. If the annual maximum payment is reduced, the City shall notify BGC of the reduced amount in writing.

C. BGC shall submit quarterly invoices directly to the City's Director of Parks and Recreation ("Parks Director"), or his/her designee. The Parks Director, in conjunction with the City's Director of Financial Services, or designee, shall determine whether such invoices are consistent with the scope of the Program, and upon approval, such invoices shall be payable 30 days after approval.

3. Independent Contractor

While engaged in carrying out and complying with the terms and conditions of this Reimbursement Agreement, BGC is an independent contractor and not an officer, employee, or agent of City.

4. Indemnification

BGC shall, at its own expense and cost, defend, hold harmless and indemnify City and its officers, agents, and employees from all liabilities and claims for damages for death, sickness or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its services pursuant to this Reimbursement Agreement and the activities conducted during and in association with the Program.

5. Insurance

During the entire term of this Reimbursement Agreement and any extension or modification thereof, BGC shall keep in effect a policy or polices of comprehensive general liability insurance, in the amount of $2,000,000 combined single limit. Prior to the Effective Date of this Reimbursement Agreement, BGC shall provide City with satisfactory evidence of insurance, including a provision for thirty (30) calendar day's prior written notice to City before cancellation or material change, evidencing the above specified coverage. The comprehensive general liability policy will name the City of Burbank, its officers, employees, agents, and representatives, as Additional Insureds, in a form satisfactory to the City. BGC shall at its own cost and expense, procure and maintain insurance under Worker's Compensation Law, if applicable. BGC may satisfy these requirements through self-insurance.

Sexual Abuse and Molestation Insurance: Because BGC's services involve contact with minors or vulnerable populations, BGC must maintain coverage with limits no less than $1,000,000 per occurrence and $3,000,000 aggregate for damages arising out of actual or alleged acts of sexual abuse or molestation. This coverage may be provided as part of the Commercial General Liability policy or through a standalone Sexual Abuse and Molestation Liability policy. If included within the Commercial General Liability policy, coverage shall be provided on ISO Form CG 20 10 11 85 or an equivalent form.

6. Inspection and Audit

A. BGC shall provide reasonable access to any relevant books, documents, papers, reports, records, or other matter relating to this Reimbursement Agreement and the Use of Facilities Application, upon reasonable request by City.

B. BGC shall annually provide to City its total annual approved budget and prior year financial statements.

C. BGC shall provide to City quarterly financial statements for the Program, including a total budget breakdown of all Program costs, including but not limited to administrative costs, labor costs, Program costs per child, and all funding sources and amounts for the Program.

D. BGC shall provide to City quarterly reports that include records of overall attendance, daily attendance of individual students, and the residency status (Burbank vs. non-Burbank) of attending students.

E. To assist the City in determining the effectiveness of the Program, BGC shall provide to the City a report on the results of confidential surveys of parents, teachers, and students/participants focusing on the four following factors:

(1) Overall Club Experience – measured by attendance records and member perceptions of club experience;

(2) Academic Success – measured by on-time grade progression and school connectedness;

(3) Good Character and Citizenship – measured by avoidance of involvement with the juvenile justice system and conflict resolution skills;

(4) Healthy Lifestyles – measured by regular physical activity and avoidance of risky behaviors.

Any change to the factors stated above shall require the prior approval of the Parks and Recreation Director.

7. BGC agrees to accept responsibility for receiving, replying to, and/or complying with any related audit exceptions by city, state or federal audit agencies occurring as a result of BGC's performance pursuant to this Reimbursement Agreement and the Program.

8. Notices

All notices provided for by this Reimbursement Agreement shall be in writing and may be delivered by certified or registered mail, postage prepaid or by electronic mail to the addresses listed in this Section.

Notices to City shall be addressed to the Director of Parks and Recreation at 150 North Third Street Burbank, CA 91510, mgarcia@burbankca.gov cc: naltman@burbankca.gov.

Notices to BGC shall be addressed to: Shanna Warren, Chief Executive Officer, 2244 N. Buena Vista Street, Burbank, CA 91504, shannawarren@bgcburbank.org

9. Term

The term of this Reimbursement Agreement is July 1, 2026 to June 30, 2029. The City shall not be responsible for the cost of any services provided by BGC for the Program after the expiration of the term of this Reimbursement Agreement.

10. Termination Provisions

A. This Reimbursement Agreement may be terminated by either party upon thirty (30) days written notice.

B. If BGC ceases to provide Program services, this Reimbursement Agreement shall automatically terminate and BGC shall not be entitled to any further reimbursement by City.

C. Upon termination of this Reimbursement Agreement, all outstanding debts for Program services performed prior to the termination date are to be paid in accordance with Section 2.

D. Non-Appropriation of Funds. The continuation of this Reimbursement Agreement is contingent upon the sufficient appropriation of funds by the City Council. Notwithstanding any other provision in this Reimbursement Agreement, the City Manager or his/her designee may administratively terminate or amend this Reimbursement Agreement immediately at no additional cost or penalty by providing BGC notice at any time upon the termination, suspension, discontinuation, reduction in, or non-appropriation of City funding for youth services. In such event, BGC shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Reimbursement Agreement which have not been previously reimbursed up to the date of said termination.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by the proper officers thereunto duly authorized.

"CITY"

CITY OF BURBANK, a municipal corporation

By: _____
Justin Hess, City Manager

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

By: _____
Kane Thuyen, Senior Assistant City Attorney

"BGC"

BOYS & GIRLS CLUB OF BURBANK & THE GREATER EAST VALLEY

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT “A”
Approved Use of Facilities Application

STAFF REPORT

PARKS AND RECREATION

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
VIA: Kristen Smith, Assistant Parks and Recreation Director
BY: Roxana Tabibi, Social Services Supervisor - Nutrition

SUBJECT: Acceptance of an Additional $87,500 from the Los Angeles County Aging and Disabilities Department - Funding for the Contracted Elderly Nutrition Program and Related Amendment of the Fiscal Year 2025-26 Adopted Budget

RECOMMENDATION

1. Accept $87,500 from the Los Angeles County Aging and Disabilities Department (County) Modernizing Older Californians Act (MOCA) 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 Three.

2. Amend the FY 2025-26 Adopted Budget as follows upon receipt of the grant funds in FY 2025-26 by appropriating $45,500 MOCA Funding 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 $42,000 MOCA Funding 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).

BACKGROUND

Since 1973, the City of Burbank (City) has been committed to providing congregate meals (C-1) and home-delivered meals (C-2) to seniors through its Supplemental Nutrition Services Program (Program). The Program serves over 100,000 C-1 and C-2 meals annually. The primary goal of the Program is to provide nutritious, balanced meals in a safe, friendly, supportive group setting in conjunction with a variety of community-based services that maximize seniors' independence and quality of life.

In 2003, the Los Angeles (LA) County Department of Workforce Development, Aging and Community Services established its ENP and entered into an agreement with the State of California to implement the nutrition program. LA County receives funding to support the ENP and partners with local agencies to assist in providing congregate meals and supportive service programs. Funds are allocated to subrecipients for a one-year ENP subaward term with three annual renewal options for a maximum term of four years. The City is a subrecipient of the County's ENP program and has successfully received grant funding on an annual basis. In July 2025, the City was awarded baseline funding in the amount of $690,000. Most recently, in January 2026, the City was awarded One-Time-Only (OTO) funding in the amount of $200,000.

C-1: The Hybrid Meal Distribution Program

C-1 provides mobile seniors with nutritious lunches in a congregate setting five days a week and a grab-and-go service two days a week at three sites (Joslyn Adult Center, Tuttle Center, and McCambridge Recreation Center). The three-course, on-site lunches served in a group setting provide opportunities for socialization and companionship.

C-2: The Home Delivered Meal Program

C-2 offers meals seven days a week for individuals who meet the following criteria: frail and homebound by reason of illness, disability, or otherwise isolated; the spouse of any older individual who is in the program (regardless of age or condition); and any disabled person who resides at a home with an older individual. Home-delivered meals are transported from the Program's central kitchen at McCambridge Recreation Center via City-owned vehicles to eligible recipients or via approved registered Burbank Volunteer Program (BVP) volunteers equipped with City hot bags and ice chests to ensure proper food temperatures.

Meals for both Programs are currently being prepared by Trio Community Meals, a caterer on the LA County Approved Caterers list. City staff located at the McCambridge Recreation Center's central kitchen also contribute to meal preparation. The meals comply with State and County laws, ensuring the safe and sanitary management of food, equipment, and supplies, during storage, preparation, service, and delivery.

The ENP grant prohibits the City from charging seniors for their meals, and income verification is not required to participate in the program. However, voluntary contributions are accepted and welcomed. The suggested contribution for C-1 program participants aged 60 and older is $2 per meal, while individuals aged 59 and younger are required to pay a $4 fee per meal. The suggested contribution amount for C-2 program participants is $3 per meal.

DISCUSSION

Since March 2020, with the onset of the COVID-19 pandemic, the operation and demand of the City's Nutrition Program have increased significantly and continue to evolve. As a result, the City's Nutrition Team implemented various meal distribution models, including innovative approaches such as drive-thru service and grab-and-go meals, in addition to the traditional congregate meal and home-delivery meals. While the drive-thru method has since been discontinued, the grab-and-go option remains in place, reflecting sustained and increased demand for senior nutrition services.

Although the number of meals served has grown substantially, LA County funding has not kept pace with the demand resulting in a higher level of City subsidy required to adequately support program operations. Staff have been proactive in working with LA County by providing all required documentation and successfully securing baseline funding in the amount of $690,000 for FY 2025-26. Recognizing that this baseline funding alone is insufficient to offset the increased costs to support ongoing operational needs, staff limited the Program to Burbank residents and capped the number of participants in C-1 and C-2 programs. Additionally, staff promptly initiated efforts to secure additional financial support. In January 2026, the City ENP was awarded an additional $200,000 in OTO funding for the C-1 Program. These funds have sustained the existing lunch program for seniors, extending services for additional months and helping to reduce the reliance on the City's general fund.

As a result of staff's continued efforts and demonstrated need for additional resources, the County approved and awarded the City $87,500 in MOCA funding in April 2026 to partially support program operations through the end of the fiscal year.

Consistent with the City's Administrative Procedure I-10, Grants Administration, grants greater than $5,000 or more should be formally accepted by the City Council (Council) at a regularly scheduled meeting.

ENVIRONMENTAL REVIEW

This activity involves fiscal activities that fund food services to senior and disabled populations and administrative changes to the FY 2025-26 Adopted Budget, 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

Funding for the City’s Supplemental Nutrition Services Program is included in the FY 2025-26 Adopted Budget. The ENP funding from the County provides revenue to offset a portion of the program costs.

Staff requests that Council accept the additional $87,500 MOCA funding and amend the FY 2025-26 Adopted Budget as follows:

1. Appropriate $45,500 from revenue account 001.PR000.48010.1007.000000 (General Fund, Parks and Recreation General, 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).

2. Appropriate $42,000 from revenue account 001.PR000.48010.1008.000000 (General Fund, Parks and Recreation General, 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).

CONCLUSION

The City’s Supplemental Nutrition Services Program provides vital services that enhance the independence, socialization, and quality of life for senior residents. City Council’s acceptance and approval of an additional $87,500 in MOCA funding from the LA County Aging and Disabilities Department will further support the City’s valued congregate and home-delivered meal services.

ATTACHMENTS

Attachment 1 – FY 2025-26 County of Los Angeles Aging and Disabilities Department ENP Allocation Letter for MOCA funding.

Attachment 2 – Executed Elderly Nutrition Program Amendment Three.

LOS ANGELES COUNTY
Aging & Disabilities Department

BOARD OF SUPERVISORS
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Holly J. Mitchell
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Anna Avdalyan
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Chief Information Officer

GET IN TOUCH
510 S. Vermont Avenue, Suite 1100
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(800) 689-8514

April 9, 2026

City of Burbank
Attention: Justin Hess
1301 West Olive Avenue
Burbank, CA 91506

FISCAL YEAR 2025-26 ADDITIONAL MODERNIZING OLDER CALIFORNIANS ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Mr. Hess:

County of Los Angeles Aging and Disabilities Department (County) intends to amend City of Burbank's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below

- Purpose: Subrecipient will utilize additional Modernizing Older Californians Act (MOCA) funding to provide additional defined and contracted ENP Congregate and Home-Delivered Meal Services during Fiscal Year (FY) 2025-26.
- Subaward Number: ENP252601
- Amendment Number: Three
- Subaward Term: July 1, 2025 through June 30, 2026
- Total Funding Allocation: $87,500
- Period Funds are available for use (Subject to execution of Amendment): July 1, 2025 – June 30, 2026
- Service Area: Supervisorial District 5
- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount			Total Allocation Amount
			Original MOCA	Additional MOCA	Second Additional MOCA	
MOCA	Congregate Meals	$12.21	$24,300	$250,000	**$45,500**	**$319,800** [1]
	Home-Delivered Meals	$14.75	$65,100	**$42,000**	$0	**$107,100** [2]

Additional MOCA	**$87,500**
OTO Funding (Refer to FY 2025-26 OTO Funding Allocation Letter)	$200,000
Additional Funding (Refer to FY 2025-26 Additional Funding Allocation Letter)	$382,630
Original Baseline and MOCA Funding (Refer to FY 2025-26 Original Baseline and MOCA Funding Allocation Letter)	$690,000
Subaward Sum Year 1 (SSY1) (Additional MOCA, OTO, Additional Funding, Original Baseline and MOCA Funding)	**$1,360,130**

[1-2] Complete one (1) budget and one (1) MPS for each total allocation amount.

If you have any questions, please contact Lynn Tran of my staff by phone or e-mail as follows: (323) 513-4214 or ltran@ad.lacounty.gov.

Thank you.

Irma Panosian

Irma Panosian, Administrative Services Manager III
Contracts Management Division

ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD PERIOD JULY 2025 - JUNE 2026
SUBAWARD NUMBER ENP252601

AMENDMENT THREE

This Amendment is made and entered into by and between

COUNTY OF LOS ANGELES THROUGH ITS
AGING & DISABILITIES DEPARTMENT
("County" or "AD")

County's Business Address
510 South Vermont Avenue
Los Angeles, CA 90020

and

CITY OF BURBANK
("Contractor" or "Subrecipient")

Subrecipient's Business Address
1301 West Olive Avenue
Burbank, CA 91506

WHEREAS, reference is made to that certain document originally entitled "Elderly Nutrition Program (ENP) Subaward Number ENP252601 Subaward Period July 2025 - June 2026" dated July 1, 2025, ("Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, through the California Department of Aging (CDA), the Area Agencies on Aging (AAA) have received funds for local implementation in supporting expanding and modernizing supportive services for older adults, and pursuant to Program Memo No 23-13 issued on June 20, 2023, the State of California is providing funding to support the

modernization of Community Based Service Programs under the Mello-Granlund Older Californians Act (OCA); and

WHEREAS, it is the intent of the parties to amend this Subaward to allocate second additional Modernizing Older Californians Act (MOCA) funding in the amount of **$45,500**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year (FY) 2025-26; and

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate additional MOCA funding in the amount of **$42,000**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Home-Delivered Meal Services as specified herein to be provided by Subrecipient during FY 2025-26; and

WHEREAS, it is the intent of the parties to also amend this Subaward to provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment will commence **upon execution by all parties.**

II. Subparagraph 5.1.3 is deleted in its entirety and replaced as follows:

5.1.3 **Subaward Sum Year 1 Funding Source(s)**

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statue(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.3.2 Older Americans Act (OAA) Title III-B (Supportive Services and Senior Centers) original baseline funds

5.1.3.2.1 Subaward Sum: **$1,300**

5.1.3.2.2 Service Area: Supervisorial District 5

5.1.3.2.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AAA-2425-19, Funding Revision # 2526-03)

5.1.3.2.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 OAA Title III C-1 (Nutrition Services) original baseline funds

5.1.3.3.1 Subaward Sum: **$278,600**

5.1.3.3.2 Service Area: Supervisorial District 5

5.1.3.3.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AAA -2425-19, Funding Revision # 2526-03)

5.1.3.3.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.4 OAA Title III C-2 (Nutrition Services) original baseline funds

5.1.3.4.1 Subaward Sum: **$320,700**

5.1.3.4.2 Service Area: Supervisorial District 5

5.1.3.4.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AAA -2425-19, Funding Revision # 2526-03)

5.1.3.4.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.5 Modernizing Older Californians Act (MOCA) funds for ENP Congregate Meal Services

5.1.3.5.1 Subaward Sum: **$24,300**

5.1.3.5.2 Service Area: Supervisorial District 5

5.1.3.5.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.5.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation or Elderly Nutrition Program Services

5.1.3.6 MOCA funds for ENP Home-Delivered Meal Services

5.1.3.6.1 Subaward Sum: **$65,100**

5.1.3.6.2 Service Area: Supervisorial District 5

5.1.3.6.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.6.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.7 Additional baseline NCC funds for ENP Congregate Meal Services

5.1.3.7.1 Subaward Sum: **$87,000**

5.1.3.7.2 Service Area: Supervisorial District 5

5.1.3.7.3 Period of Performance: July 1, 2025 – June 30, 2026

5.1.3.7.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.8 Additional MOCA funding for ENP Congregate Meal Services

5.1.3.12.1 Subaward Sum: **$250,000**

5.1.3.12.2 Service Area: Supervisorial District 5

5.1.3.12.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.12.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.9 NSIP C1 funds for ENP Congregate Meal Services

5.1.3.9.1 Subaward Sum: **$25,930**

5.1.3.9.2 Service Area: Supervisorial District 5

5.1.3.9.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AAA-2425-19, Funding Revision # 2526-04)

5.1.3.9.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.10 NSIP C2 funds for ENP Home-Delivered Meal Services

5.1.3.10.1 Subaward Sum: **$19,700**

5.1.3.10.2 Service Area: Supervisorial District 5

5.1.3.10.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AAA-2425-19, Funding Revision # 2526-04)

5.1.3.10.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.11 OAA Title III C-1 (Nutrition Services) OTO funds

5.1.3.11.1 Subaward Sum: **$200,000**

5.1.3.11.2 Service Area: Supervisorial District 5

5.1.3.11.3 Period of Performance: July 1, 2025 - June 30, 2026 (consistent with California Department of Aging MOU #AAA-2425-19, Funding Revision # 2526-06)

5.1.3.11.4 Allocation Letter: Fiscal Year 2025-26 One-Time-Only Funding Allocation for Elderly Nutrition Program Services

5.1.3.12 Second additional MOCA funding for ENP Congregate Meal Services

5.1.3.12.1 Subaward Sum: **$45,500**

5.1.3.12.2 Service Area: Supervisorial District 5

5.1.3.12.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.12.4 Allocation Letter: Fiscal Year 2025-26 Additional Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.13 Additional MOCA funding for ENP Home-Delivered Meal Services

5.1.3.13.1 Subaward Sum: **$42,000**

5.1.3.13.2 Service Area: Supervisorial District 5

5.1.3.13.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.13.4 Allocation Letter: Fiscal Year 2025-26 Additional Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

III. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: $690,000

5.10.7.1.1 Original baseline funds: $600,600

5.10.7.1.2 MOCA funds: $89,400 *(State funds)*

5.10.7.2 Amendment One: $382,630

5.10.7.2.1 Additional baseline NCC funds: $87,000

5.10.7.2.2 Additional MOCA funds: $250,000 *(State funds)*

5.10.7.2.3 NSIP funds: $45,630

5.10.7.3 Amendment Two: $200,000

5.10.7.4 Amendment Three: $87,500 *(State funds)*

IV. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): $933,230 *(funds identified in Subparagraphs 5.10.7.1.2, 5.10.7.2.2, and 5.10.7.4 are excluded)*

V. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $933,230 *(funds identified in Subparagraphs 5.10.7.1.2, 5.10.7.2.2, and 5.10.7.4 are excluded)*

VI. "Exhibit B1.2 (Budget) Amendment 3 {FY 2025-26 Second Additional MOCA Funding}" is added as an addendum to "Exhibit B1.2 (Budget)" and is incorporated herein by reference.

VII. "Exhibit B2.2 (Budget) Amendment 3 {FY 2025-26 Additional MOCA Funding}" is added as an addendum to "Exhibit B2.2 (Budget)" and is incorporated herein by reference.

VIII. "Exhibit C1.2 (Mandated Program Services) Amendment 3 {FY 2025-26 Second Additional MOCA Funding}" is added as an addendum to "Exhibit C1.2 (Mandated Program Service)" and is incorporated herein by reference.

IX. "Exhibit C2.2 (Mandated Program Services) Amendment 3 {FY 2025-26 Additional MOCA Funding}" is added as an addendum to "Exhibit C2.2 (Mandated Program Service)" and is incorporated herein by reference.

X. The "Fiscal Year 2025-26 Additional Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward will remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Three** to be subscribed on its behalf by the Director of Aging & Disabilities Department, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES

By Maral V. Karaccusian — Apr 13, 2026
Maral V. Karaccusian (Apr 13, 2026 12:55:29 PDT)

Maral V. Karaccusian, Director — Date
County of Los Angeles
Aging & Disabilities Department

SUBRECIPIENT

City of Burbank
Subrecipient's Legal Name

ENP252601
Subaward Number

By Kristen Smith — Apr 10, 2026

Name of Authorized Representative — Date

Assistant Parks and Recreation Director
Title

Kristen Smith
Kristen Smith (Apr 10, 2026 14:20:39 PDT)
Signature

By _____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By _____
Airionna Whitaker
Deputy County Counsel

EXHIBIT B1.2 (BUDGET)
AMENDMENT 3 {FY 2025-26 SECOND ADDITIONAL MOCA FUNDING}

ALL COSTS REPORTED ON THIS BUDGET MUST BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services:	Congregate Meal Services
Fiscal Year:	2025-2026
Funding Type:	Modernizing Older Californians Act (MOCA)
Los Angeles County Region:	N/A
Supervisorial District:	Five
Subaward Number:	ENP252601
Amendment Number:	Three **Modification Number:** N/A
Subrecipient's Legal Name:	City of Burbank

Main Administrative Office Address	City	State	Zip Code
1301 W. Olive Ave.	Burbank	CA	91506

Mailing Address (if different from above)	City	State	Zip Code
Same as above	Burbank	CA	91506

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Erin Barrows	Recreation Service Manager	(818) 238 5402	[Enter]	ebarrows@burbankca.gov

Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Roxana Tabibi	Social Service Supervisor- Nutrition	(818) 238 5358	[Enter]	rtabibi@burbankca.gov

Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Dena Moon	Administrative Officer	(818) 238 5349	[Enter]	aoconnor@burbankca.gov

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING	(G) UNIT RATE		
		(C) OPTIONAL MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL
	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
Congregate Meals	$ 319,800	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ 319,800	$ 12.21	[Enter]	$ 12.21
Equipment (Purchases) (4)	[Enter]	[Enter]		[Enter]			$ -			
Equipment (Other) (5)			[Enter]		[Enter]		$ -			
Grand Total (6)	$ 319,800	$ -	$ -	$ -	$ -	$ -	$ 319,800			

COUNTY USE ONLY			
Assigned Program Analyst:	Jorge Pena	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Lynn Tran		
Budget Reviewed and Approved by:	Lynn Tran	Date:	4/23/2026

NOTE:
(1) The SSY1 for each Service Category must match the SSY1 Cash Other reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(2) The SF for each Service Category must match the SF reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(3) Match is optional and is not required for MOCA funding.

(4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF must match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary).
(5) Funding Amount for Equipment (Other) reflected as SF must match the Equipment (Other) Funding Amount reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary).
(6) Grand Total Funding Amount under Column (F) Total Funding Amount must match Grand Total Funding Amount reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary), Column (E) Funding Amount.

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Principal Clark/ Angela	8%	$ 7,572	12	**$ 7,269**	$ 7,269						**$ 7,269**	**$0**
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				$ 7,269	$ 7,269	$ -	$ -	$ -	$ -	$ -	$ 7,269	$0
Taxes 1.45%				$ 105	$ 105	(3)	(3)	(3)	(3)	(3)	$ 105	$0
Benefits 40.00%				$ 2,908	$ 2,908	(4)	(4)	(4)	(4)	(4)	$ 2,908	$0
TOTAL DIRECT PERSONNEL				$ 10,282	$ 10,282	$ -	$ -	$ -	$ -	$ -	$ 10,282	$0
INDIRECT												
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL				$ 10,282	$ 10,282	$ -	$ -	$ -	$ -	$ -	$ 10,282	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work and Attachments). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work and Attachments) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (1) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)					**[Complete as needed]**	[Complete as needed]	[Complete as needed]		
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match must not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total $2,000 and the minimum required match is $1,500 then a maximum of $750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect $2,000 (as opposed to $750) as in-kind match for volunteer services but only $750 of this amount will be counted toward meeting the minimum required match.

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SSY1	SF					(J) TOTAL FUNDING	(K) VARIANCE
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) : Effective January 1, 2025 - December 31, 2025, County's approved mileage rate is $0.66 per mile. Effective January 1, 2026, County's approved mileage rate is $0.685 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

IV. BUDGET DETAIL - SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S/SUBCONTRACTOR(S) NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1 (1) CASH OTHER	SF (H) MATCH (1) CASH	SF (H) MATCH (2) IN-KIND	SF (I) NON-MATCH (1) CASH	SF (I) NON-MATCH (2) IN-KIND	SF (J) PROGRAM INCOME (1) CASH	(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
DIRECT													
Trio Community food	Congregate Meals	$ 6.35	4,062	12	**$ 309,518**	$ 309,518						**$ 309,518**	**$0**
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
TOTAL DIRECT LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					**$ 309,518**	**$ 309,518**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 309,518**	**$0**
INDIRECT													
Indirect Costs (Lower Tier Subaward(s)/Subcontract(s) for Catered Food)						(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?													
GRAND TOTAL													
GRAND TOTAL LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					**$ 309,518**	**$ 309,518**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 309,518**	**$0**

NOTE:

(1): Use this Budget Detail to report Lower Tier Subaward(s)/Subcontract(s) with caterers by entering the name of the caterer. The information provided herein must be included in Exhibit T (List of Lower Tier Subawards). Subrecipient must obtain prior written approval from County before executing Subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

V. BUDGET DETAIL - RAW FOOD

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Congregate Meals												
TOTAL DIRECT RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Raw Food)					(1)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

VI. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, that will be supported by the SSY1.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

VII. BUDGET DETAIL - EQUIPMENT

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS (C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
GRAND TOTAL												
TOTAL DIRECT EQUIPMENT				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Subrecipient will use $500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using CSY2 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is $500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (E) CSY2 shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subreciept must report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient must report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

VIII. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.

(2): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Conferences.

(3): Subrecipient must provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.

(4): Effective January 1, 2025 - December 31, 2025, County's approved mileage rate is $0.66 per mile. Effective January 1, 2026, County's approved mileage rate is $0.685 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(5): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Travel (Other).

(6): Subrecipient must contact their assigned Contract Analyst if there is a cost(s) that Subrecipient would like to add that is not included in the drop down list. Subrecipient must provide detailed explanation of the cost to County

(7): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services
Fiscal Year: 2025-2026
Funding Type: Modernizing Older Californians Act (MOCA)
Supervisorial District: Five
Subaward Number: ENP252601
Amendment Number: Three **Modification Number:** N/A
Subrecipient's Legal Name: City of Burbank

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) (1) Total Budgeted Costs	(C) FUNDING CATEGORIES			(D) FUNDING (1) (1) Total Budgeted Costs
DIRECT							
1	Personnel	**Cash Other (SSY1)**	**$ 10,282**	1	**SSY1**	Cash Other (SSY1)	$ 319,800
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
2	Volunteers	In-Kind (SF)	$ -				
3	Volunteer Expenses	**Cash Other (SSY1)**	**$ -**			**Subtotal**	**$ 319,800**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
4	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	**$ 309,518**	2	Match	Cash (SF)	$ -
		Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
5	Raw Food	**Cash Other (SSY1)**	**$ -**	3	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
6	Space	**Cash Other (SSY1)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
7	Equipment	**Cash Other (SSY1)**	**$ -**	4	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
8	Other Costs	**Cash Other (SSY1)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
9	**Subtotal Direct Costs**	**Cash Other (SSY1)**	**$ 319,800**	5	**Subtotal Funding for Direct Costs**	**Cash Other (SSY1)**	**$ 319,800**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) (1) Total Budgeted Costs	(C) FUNDING CATEGORIES			(D) FUNDING (1) (1) Total Budgeted Costs
INDIRECT							
10	Personnel	**Cash Other (SSY1)**	**$ -**	6	**SSY1**	Cash Other (SSY1)	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Volunteers	In-Kind (SF)	$ -				
12	Volunteer Expenses	**Cash Other (SSY1)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	**$ -**	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
14	Raw Food	**Cash Other (SSY1)**	**$ -**	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
15	Space	**Cash Other (SSY1)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Other Costs	**Cash Other (SSY1)**	**$ -**	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	**Subtotal Indirect Costs**	**Cash Other (SSY1)**	**$ -**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (SSY1)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					
GRAND TOTAL							
20	**Total Costs**	**Cash Other (SSY1)**	**$ 319,800**	11	**Total Funding**	**Cash Other (SSY1)**	**$ 319,800**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
21	**GRAND TOTAL COSTS**		**$ 319,800**	12	**GRAND TOTAL FUNDING**		**$ 319,800**
Variance (Costs-Funding)			**$0**				

NOTE:

(1): Costs and Funding must match.

EXHIBIT B2.2 (BUDGET)
AMENDMENT 3 {FY 2025-26 ADDITIONAL MOCA FUNDING}

ALL COSTS REPORTED ON THIS BUDGET MUST BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services: Home-Delivered Meal Services
Fiscal Year: 2025-2026
Funding Type: Modernizing Older Californians Act (MOCA)
Los Angeles County Region: N/A
Supervisorial District: Five (5)
Subaward Number: ENP252601
Amendment Number: Three **Modification Number:** N/A
Subrecipient's Legal Name: City of Burbank

Main Administrative Office Address	City	State	Zip Code
1301 West Olive Avenue	Burbank	CA	91506

Mailing Address (if different from above)	City	State	Zip Code
Same as above	Burbank	CA	[Enter Zip]

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Erin Barrows	Recreation Service Manager	(818) 238 5402	[Enter]	ebarrows@burbankca.gov

Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Roxana Tabibi	Social Services Supervisor- Nutrition	(818) 238 5358	[Enter]	rtabibi@burbankca.gov

Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Dena Moon	Administrative Officer	(818) 238 5349	[Enter]	dmoon@burbankca.gov

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING	(G) UNIT RATE		
		(C) OPTIONAL MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL
	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
Home-Delivered Meals	$ 107,100	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ 107,100	$ 14.75		$ 14.75
Equipment (Purchases) (4)	[Enter]	[Enter]		[Enter]			$ -			
Equipment (Other) (5)			[Enter]		[Enter]		$ -			
Grand Total (6)	$ 107,100	$ -	$ -	$ -	$ -	$ -	$ 107,100			

COUNTY USE ONLY			
Assigned Program Analyst:	Jorge Pena	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Lynn Tran		
Budget Reviewed and Approved by:	Lynn Tran	Date:	4/23/2026

NOTE:
(1) The SSY1 for each Service Category must match the SSY1 Cash Other reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(2) The SF for each Service Category must match the SF reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(3) Match is optional and is not required for MOCA funding.

(4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF must match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary).
(5) Funding Amount for Equipment (Other) reflected as SF must match the Equipment (Other) Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary).
(6) Grand Total Funding Amount under Column (F) Total Funding Amount must match Grand Total Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary), Column (E) Funding Amount.

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Principal Clerk/Angela	20%	$ 7,572	12	**$ 18,173**	$ 18,173						**$ 18,173**	**$0**
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				$ 18,173	$ 18,173	$ -	$ -	$ -	$ -	$ -	$ 18,173	$0
Taxes 1.45%				$ 264	$ 264	(3)	(3)	(3)	(3)	(3)	$ 264	$0
Benefits 40.00%				$ 7,269	$ 7,269	(4)	(4)	(4)	(4)	(4)	$ 7,269	$0
TOTAL DIRECT PERSONNEL				$ 25,705	$ 25,706	$ -	$ -	$ -	$ -	$ -	$ 25,706	$0
INDIRECT												
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL				$ 25,705	$ 25,706	$ -	$ -	$ -	$ -	$ -	$ 25,706	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work and Attachments). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work and Attachments) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)					**[Complete as needed]**	[Complete as needed]	[Complete as needed]		
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match must not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total $2,000 and the minimum required match is $1,500 then a maximum of $750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect $2,000 (as opposed to $750) as in-kind match for volunteer services but only $750 of this amount will be counted toward meeting the minimum required match.

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SSY1	SF					(J) TOTAL FUNDING	(K) VARIANCE
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) : Effective January 1, 2025 - December 31, 2025, County's approved mileage rate is $0.66 per mile. Effective January 1, 2026, County's approved mileage rate is $0.685 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

IV. BUDGET DETAIL - LOWER TIER SUBAWARDS/SUBCONTRACTS FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S/SUBCONTRACTS NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1 (1) CASH OTHER	SF (H) MATCH (1) CASH	SF (H) MATCH (2) IN-KIND	SF (I) NON-MATCH (1) CASH	SF (I) NON-MATCH (2) IN-KIND	SF (J) PROGRAM INCOME (1) CASH	(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
DIRECT													
Trio Community food	All Home-Delivered Meals	$ 6.49	1,009	12	**$ 78,570**	$ 78,570						**$ 78,570**	**$0**
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					**$ 78,570**	**$ 78,570**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 78,570**	**$0**
INDIRECT													
Indirect Costs (Lower Tier Subawards/Subcontracts for Catered Food)						(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?													
GRAND TOTAL													
GRAND TOTAL SUBRECIPENTS FOR CATERED FOOD					**$ 78,570**	**$ 78,570**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 78,570**	**$0**

NOTE:

(1): Use this Budget Detail to report Lower Tier Subaward/Subcontract with caterers by entering the name of the caterer. The information provided herein must be included in Exhibit T (List of Lower Tier Subawards). Subrecipient must obtain prior written approval from County before executing Lower Tier Subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

V. BUDGET DETAIL - RAW FOOD

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Home-Delivered Meals												
TOTAL DIRECT RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Raw Food)					(1)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

VI. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, that will be supported by the SSY1.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

VII. BUDGET DETAIL - EQUIPMENT

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS (C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
GRAND TOTAL												
TOTAL DIRECT EQUIPMENT				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Subrecipient will use $500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient must obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using SSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is $500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) SSY1 must match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subreciept must report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient must report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

VIII. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Maintenance and Repairs (2 SFR 200.452 & 45 SFR 75.452)	$ 235.33	1	12	$ 2,824	$ 2,824						$ 2,824	$0
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				$ 2,824	$ 2,824	$ -	$ -	$ -	$ -	$ -	$ 2,824	$0
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ 2,824	$ 2,824	$ -	$ -	$ -	$ -	$ -	$ 2,824	$0

NOTE:

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (SFR) Part 200 and Title 45 Code of Federal Regulations (SFR) Part 75.

(2): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Conferences.

(3): Subrecipient must provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.

(4): : Effective January 1, 2025 - December 31, 2025, County's approved mileage rate is $0.66 per mile. Effective January 1, 2026, County's approved mileage rate is $0.685 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(5): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Travel (Other).

(6): Subrecipient must contact their assigned Contract Analyst if there is a cost(s) that Subrecipient would like to add that is not included in the drop down list. Subrecipient must provide detailed explanation of the cost to County

(7): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services
Fiscal Year: 2025-2026
Funding Type: Modernizing Older Californians Act (MOCA)
Los Angeles County Region: N/A
Supervisorial District: Five (5)
Contract Number: ENP252601
Amendment Number: Three **Modification Number:** N/A
Subrecipient's Legal Name: City of Burbank

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) (1) Total Budgeted Costs	(C) FUNDING CATEGORIES			(D) FUNDING (1) (1) Total Budgeted Costs
DIRECT							
1	Personnel	**Cash Other (SSY1)**	**$ 25,706**	1	**SSY1**	Cash Other (SSY1)	$ 107,100
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
2	Volunteers	In-Kind (SF)	$ -				
3	Volunteer Expenses	**Cash Other (SSY1)**	**$ -**			**Subtotal**	**$ 107,100**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
4	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	**$ 78,570**	2	Match	Cash (SF)	$ -
		Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
5	Raw Food	**Cash Other (SSY1)**	**$ -**	3	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
6	Space	**Cash Other (SSY1)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
7	Equipment	**Cash Other (SSY1)**	**$ -**	4	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
8	Other Costs	**Cash Other (SSY1)**	**$ 2,824**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
9	**Subtotal Direct Costs**	**Cash Other (SSY1)**	**$ 107,100**	5	**Subtotal Funding for Direct Costs**	**Cash Other (SSY1)**	**$ 107,100**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) (1) Total Budgeted Costs	(C) FUNDING CATEGORIES			(D) FUNDING (1) (1) Total Budgeted Costs
INDIRECT							
10	Personnel	**Cash Other (SSY1)**	**$ -**	6	**SSY1**	Cash Other (SSY1)	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Volunteers	In-Kind (SF)	$ -				
12	Volunteer Expenses	**Cash Other (SSY1)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	**$ -**	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
14	Raw Food	**Cash Other (SSY1)**	**$ -**	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
15	Space	**Cash Other (SSY1)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Other Costs	**Cash Other (SSY1)**	**$ -**	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	**Subtotal Indirect Costs**	**Cash Other (SSY1)**	**$ -**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (SSY1)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					
GRAND TOTAL							
20	**Total Costs**	**Cash Other (SSY1)**	**$ 107,100**	11	**Total Funding**	**Cash Other (SSY1)**	**$ 107,100**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
21	**GRAND TOTAL COSTS**		**$ 107,100**	12	**GRAND TOTAL FUNDING**		**$ 107,100**
Variance (Costs-Funding)			**$0**				

NOTE:
(1): Costs and Funding shall match.

EXHIBIT C1.2 (MANDATED PROGRAM SERVICES)
AMENDMENT 3 {FY 2025-26 SECOND ADDITIONAL MOCA FUNDING}

Program Services:	**Congregate Meal Services**
Fiscal Year:	2025-2026
Funding Type:	Modernization of Older Californians Act (MOCA)
Los Angeles County Region:	N/A
Supervisorial District:	Five (5)
Subaward Number:	ENP252601
Amendment Number:	Three **Modification Number:** N/A
Subrecipient's Legal Name:	City of Burbank

Main Administrative Office Address	City	State	Zip Code
1301 W. Olive Ave.	Burbank	CA	91506

Mailing Address (if different from above)	City	State	Zip Code
Same as above	Burbank	CA	91506

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Erin Barrows	Recreation Services Manager	(818) 238 5402	[Enter]	ebarrows@burbankca.gov
Ms.	Roxana Tabibi	Social Services Supervisor- Nutrition	(818) 238 5358	[Enter]	rtabibi@burbankca.gov
Ms.	Dena Moon	Administrative Officer	(818) 238 5349	[Enter]	aoconnor@burbankca.gov

COUNTY USE ONLY			
Assigned Program Analyst:	**Jorge Pena**		
Assigned Contract Analyst:	**Lynn Tran**		
MPS Reviewed and Approved by:	**Jorge Pena**	**Date:**	**4/27/2026**

Program Services:	**Congregate Meal Services**
Fiscal Year:	2025-2026
Funding Type:	Modernization of Older Californians Act (MOCA)
Los Angeles County Region:	N/A
Supervisorial District:	Five (5)
Subaward Number:	ENP252601
Amendment Number:	Three
Modification Number:	N/A
Subrecipient's Legal Name:	City of Burbank

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
All Congregate Meals	SSY1 (6) (Cash Other)	26,192	$ 12.21	$ 319,800	1,200
	SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	Total (4)	**26,192**	**$ 12.21**	**$ 319,800**	
Equipment (Purchases) (8)				[Enter Approved Amount]	
Equipment (Other) (9)				[Enter Approved Amount]	
GRAND TOTAL SERVICES/FUNDING		**26,192**		**$ 319,800**	**1,200**

NOTE:

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work and Attachments). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for SSY1 (Cash Other) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for SF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Subrecipient for the Services).

(3) Please enter the number of Units for each Service Category to be provided using SSY1 (Cash Other) and SF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service must match the corresponding Total Units reflected in Section II (Services by Month) column (P) Total.

(5) The Total and Grand Total amounts under column (E) Funding Amount must match the Total and Grand Total amounts reflected in Exhibit B1.2 (Budget) (cover page) column (F) Total Funding.

(6) SSY1: Subaward Sum Year 1

(7) SF: Subrecipient's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit B1.2 (Budget).

(9) Enter the amount of equipment (other) that is reflected in Exhibit B1.2 (Budget).

Program Services: Congregate Meal Services
Fiscal Year: 2025-2026
Funding Type: Modernization of Older Californians Act (MOCA)
Los Angeles County Region: N/A
Supervisorial District: Five (5)
Subaward Number: ENP252601
Amendment Number: Three **Modification Number:** N/A
Subrecipient's Legal Name: City of Burbank

II. SERVICES BY MONTH - ALL CONGREGATE MEALS

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	Joslyn Adult Center	700					5,352	6,163	4,994	4,657	1,299	1	2	3,724	**26,192**
2	McCambridge	200													**0**
3	Tuttle Senior Center	300													**0**
4															**0**
5															**0**
6															**0**
7															**0**
8															**0**
9															**0**
10															**0**
11															**0**
12															**0**
13															**0**
14															**0**
15															**0**
Grand Total		**1,200**	**0**	**0**	**0**	**0**	**5,352**	**6,163**	**4,994**	**4,657**	**1,299**	**1**	**2**	**3,724**	**26,192**

NOTE:
(1) The Grand Total Units under column (P) Total must match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

EXHIBIT C2.2 (MANDATED PROGRAM SERVICES)
AMENDMENT 3 {FY 2025-26 ADDITIONAL MOCA FUNDING}

Program Services:	**Home-Delivered Meal Services**
Fiscal Year:	2025-2026
Funding Type:	Modernization of Older Californians Act (MOCA)
Los Angeles County Region:	N/A
Supervisorial District:	Five (5)
Subaward Number:	ENP252601
Amendment Number:	Three **Modification Number:** N/A
Subrecipient's Legal Name:	City of Burbank

Main Administrative Office Address	City	State	Zip Code
1301 West Olive Avenue	Burbank	CA	91506

Mailing Address (if different from above)	City	State	Zip Code
Same as above	Burbank	CA	91506

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Erin Barrows	Recreation Service Manager	(818) 238 5402	[Enter]	ebarrows@burbankca.gov
Ms.	Roxana Tabibi	Soial Service Supervisor- Nutrition	(818) 238 5358	[Enter]	rtabibi@burbankca.gov
Ms.	Dena Moon	Administrative Officer	(818) 238 5349	[Enter]	dmoon$burbankca.gov

Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Roxana Tabibi	Soial Service Supervisor- Nutrition	(818) 238 5358	[Enter]	rtabibi@burbankca.gov

Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Dena Moon	Administrative Officer	(818) 238 5349	[Enter]	dmoon$burbankca.gov

COUNTY USE ONLY			
Assigned Program Analyst:	Jorge Pena		
Assigned Contract Analyst:	Lynn Tran		
MPS Reviewed and Approved by:	Jorge Pena	Date:	4/27/2026

Program Services: HOME DELIVERED MEAL SERVICES

Fiscal Year: 2025-2026

Funding Type: Modernization of Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
All Home-Delivered Meals	SSY1 (6) (Cash Other)	7,261	$ 14.75	$ 107,100	130
	SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	Total (4)	7,261	$ 14.75	$ 107,100	
Equipment (Purchases) (8)				[Enter Approved Amount]	
Equipment (Other) (9)				[Enter Amount]	
GRAND TOTAL SERVICES/FUNDING		7,261		$ 107,100	130

NOTE:

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work and Attachments). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for SSY1 (Cash Other) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for SF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Subrecipient for the Services).

(3) Please enter the number of Units for each Service Category to be provided using SSY1 (Cash Other), SSY1 (Cash NSIP), and SF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service must match the corresponding Total Units reflected in Section II (Services by Month) column (P) Total.

(5) The Total and Grand Total amounts under column (E) Funding Amount must match the Total and Grand Total amounts reflected in Exhibit B2.2 (Budget) (cover page) column (F) Total Funding.

(6) SSY1: Subaward Sum Year 1

(7) SF: Subrecipient's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit B2.2 (Budget).

(9) Enter the amount of equipment (other) that is reflected in Exhibit B2.2 (Budget).

Program Services: HOME DELIVERED MEAL SERVICES

Fiscal Year: 2025-2026

Funding Type: Modernization of Older Californians Act (MOCA)

Los Angeles County Region: N/A

Supervisorial District: Five (5)

Subaward Number: ENP252601

Amendment Number: Three **Modification Number:** N/A

Subrecipient's Legal Name: City of Burbank

II. SERVICES BY MONTH - ALL HOME-DELIVERED MEALS

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	1	10									58	2262	2568	2373	**7261**
2	2 (2B)	13													**0**
3	3	20													**0**
4	4	20													**0**
5	5	20													**0**
6	6	20													**0**
7	7	17													**0**
8	8 (2A)	10													**0**
9															**0**
10															**0**
11															**0**
12															**0**
13															**0**
14															**0**
15															**0**
Grand Total		**130**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**58**	**2262**	**2568**	**2373**	**7261**

NOTE:
(1) Grand Total Units under column (P) Total must match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

LOS ANGELES COUNTY
Aging & Disabilities Department

BOARD OF SUPERVISORS
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP
Maral V. Karaccusian
Director

Victoria Jump
Acting Chief Deputy Director

Susan Huff
Administrative Deputy II

Anna Avdalyan
Assistant Director

Ivan Pacheco
Chief Information Officer

GET IN TOUCH
510 S. Vermont Avenue, Suite 1100
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(800) 689-8514

April 9, 2026

City of Burbank
Attention: Justin Hess
1301 West Olive Avenue
Burbank, CA 91506

FISCAL YEAR 2025-26 ADDITIONAL MODERNIZING OLDER CALIFORNIANS ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Mr. Hess:

County of Los Angeles Aging and Disabilities Department (County) intends to amend City of Burbank's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below

- Purpose: Subrecipient will utilize additional Modernizing Older Californians Act (MOCA) funding to provide additional defined and contracted ENP Congregate and Home-Delivered Meal Services during Fiscal Year (FY) 2025-26.
- Subaward Number: ENP252601
- Amendment Number: Three
- Subaward Term: July 1, 2025 through June 30, 2026
- Total Funding Allocation: $87,500
- Period Funds are available for use (Subject to execution of Amendment): July 1, 2025 – June 30, 2026
- Service Area: Supervisorial District 5
- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount			Total Allocation Amount
			Original MOCA	Additional MOCA	Second Additional MOCA	
MOCA	Congregate Meals	$12.21	$24,300	$250,000	**$45,500**	**$319,800** [1]
	Home-Delivered Meals	$14.75	$65,100	**$42,000**	$0	**$107,100** [2]
Additional MOCA						**$87,500**
OTO Funding (Refer to FY 2025-26 OTO Funding Allocation Letter)						$200,000
Additional Funding (Refer to FY 2025-26 Additional Funding Allocation Letter)						$382,630
Original Baseline and MOCA Funding (Refer to FY 2025-26 Original Baseline and MOCA Funding Allocation Letter)						$690,000
Subaward Sum Year 1 (SSY1) (Additional MOCA, OTO, Additional Funding, Original Baseline and MOCA Funding)						**$1,360,130**

[1-2] Complete one (1) budget and one (1) MPS for each total allocation amount.

If you have any questions, please contact Lynn Tran of my staff by phone or e-mail as follows: (323) 513-4214 or ltran@ad.lacounty.gov.

Thank you.

Irma Panosian

Irma Panosian, Administrative Services Manager III
Contracts Management Division

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Maribel Leyland, Assistant Community Development Director
Kasey Lee, Housing Development Manager
BY: Melania Kuredjian, Administrative Analyst II

SUBJECT: Adoption of a Resolution to Approve the Annual Action Plan for the Fiscal Year 2026-2027 Community Development Block Grant Program

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RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING AND APPROVING:

1. THE SUBMISSION OF THE FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN UNDER THE FIVE-YEAR CONSOLIDATED PLAN FOR FISCAL YEARS 2025-2029 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD);
2. THE FILING OF APPLICATIONS AND CERTIFICATIONS FOR FEDERAL FUNDS FOR FISCAL YEAR 2026-2027 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS; AND
3. THE CITY MANAGER OR DESIGNATED OFFICIAL TO EXECUTE CDBG AGREEMENTS AND AMENDMENTS WITH SUBRECIPIENTS

EXECUTIVE SUMMARY

The City of Burbank receives an annual allocation of CDBG and HOME funds from HUD to support activities benefiting primarily low- and moderate-income residents. As the recipient of these funds each year, the City is required to complete an Annual Action Plan (AAP) detailing the uses of these funds. The Fiscal Year (FY) 2026-2027 allocation for CDBG is $1,069,143 and the FY 2026-2027 allocation for HOME is $476,334.71 (the use of HOME funds will be determined when a project is identified).

As a part of the CDBG program, the City issues a Request for Proposals (RFP) for eligible organizations to apply. The City opened the RFP to the public on January 5, 2026. As a result of the RFP, sixteen applications were received. Eligible applicants presented their proposals to the CDBG Committee, which evaluated eligibility, alignment with Consolidated Plan priorities, community benefit, ability to administer federal funds, and prior performance.

Staff recommends Council approve the AAP, which includes the funding recommendations outlined in this report.

BACKGROUND

Annually, HUD allocates CDBG and HOME funds to cities, counties, and states to undertake projects and programs that address a wide range of community development needs. As a recipient of these funds, jurisdictions are required to complete a five-year Consolidated Plan and an AAP. The five-year Consolidated Plan establishes the City's strategic framework for identifying housing and community development priorities and guides the use of CDBG and HOME funds in accordance with federal program requirements and local community needs. Each year within the Consolidated Plan five-year period, the City prepares an AAP that identifies the specific programs, projects, funding allocations, and performance goals that will be implemented in a given fiscal year. The FY 2026-2027 AAP is the second AAP within the City's 2025-2029 five-year Consolidated Plan (Attachment 2).

CDBG funding is intended for local jurisdictions to create viable urban communities by supporting decent housing, suitable living environments, and expanded economic opportunities, primarily benefiting low- to moderate-income residents through activities such as public services, affordable housing, public facility and infrastructure improvements, economic development, neighborhood revitalization, accessibility improvements, homeless assistance, and community planning. HOME funds are specifically focused on expanding the supply of safe, decent, and affordable housing through activities such as homebuyer assistance, property acquisition, new construction, rehabilitation, reconstruction, and tenant-based rental assistance. The plan for HOME funding will be decided once a project has been identified, with staff returning to Council for approval.

DISCUSSION

As an entitlement jurisdiction, the City of Burbank receives an annual allocation of CDBG and HOME funds. As a recipient of these funds, the following is a summary of the AAP detailing how the funds will be spent.

CDBG Available Resources

Of the total amount of allocated CDBG funds, 65% is allocated towards capital/economic development projects, 15% is allocated towards public service projects, and 20% is allocated towards program administration. The table below provides the funding amount that can be used for each activity:

FY 2026-2027 CDBG Activity Distribution	Funding Amount
Capital/Economic Development Funds	$694,942.95
Public Services (capped at 15% of new entitlement funds)	$160,371.45
Program Administration (capped at 20% of new entitlement funds – City budgeted item)	$213,828.60
Total Funds to Distribute	**$1,069,143**

Request for Funding Proposals

In January, staff issued an RFP to solicit proposals from interested parties that include nonprofits, City Departments, and other eligible subrecipients. A total of sixteen proposals were received – twelve (12) for public service programs and four for capital/economic development projects/programs (Attachment 3).

The RFP included an emphasis on access to affordable housing and homeless programs and services consistent with the priorities identified in the City's 2025-2029 Consolidated Plan. All applications were assessed by the CDBG Committee[1] and City staff who considered eligibility, merit, emphasis on addressing housing and homelessness, and the extent to which the proposed programs align with City Council goals, federal CDBG requirements, and Consolidated Plan priorities.

The CDBG Committee plays an important role in reviewing applications and making funding recommendations. Committee members spend considerable time assessing applications, evaluating eligibility and community impact, and discussing funding priorities. As part of the review process, applicants are required to present their proposals to the Committee, providing an opportunity to clarify program goals, address questions, and highlight the anticipated community benefits. In making recommendations, City staff and the Committee consider factors such as the extent to which proposed activities meet the goals and priorities identified in the Consolidated Plan, project readiness and feasibility, prior performance, and the overall need for services within the Burbank community.

[1] The CDBG Committee is a seven-member, City Council appointed, citizen review and recommending body established for the purpose of acting as a liaison for Burbank residents on matters related to the CDBG Program.

CDBG Public Service Recommendations

In response to the CDBG RFP, 12 applications were received for public service programs (three were determined ineligible and removed from funding consideration).[2] Of the nine remaining, applications consisted of a variety of programs and activities which are listed below and separated into non-homeless and homeless activities:

Community Development (Non-Homeless) Activities

- Armenian Relief Society
  - *Social services to underserved populations*
- Boys and Girls Club
  - *Afterschool and summer programs for local youth*
- Burbank Housing Corporation
  - *Afterschool access program for youth*
- Burbank Noon Lions
  - *Indigent eye/ear care*
- Kids Community Dental Clinic
  - *Dental treatments and education for local youth*

Homeless Activities

- Family Service Agency of Burbank (FSA)
  - *Residential therapeutic care for Burbank's homeless population*
- Fine Arts Revolution (FAR)
  - *Art therapy for Burbank's homeless population*
- Home Again Los Angeles (HALA)
  - *Outreach services targeting homeless families*
- HALA's Burbank Temporary Aid Center (BTAC)
  - *Emergency assistance for individuals and families*

Of the nine applications listed above, two were not recommended for funding including the Burbank Housing Corporation After School Access Program and the Fine Arts Revolution Art Therapy Program. The Burbank Housing Corporation did not attend the mandatory CDBG Committee presentation meeting, and Fine Arts Revolution did not have an identified location to operate their program and lacked the capacity to meet CDBG program requirements.

CDBG Capital/Economic Development Recommendations

All four applications submitted for capital projects or economic development projects are recommended for funding. The applications correspond to the following projects/programs:

[2] The Truth and Accountability League (TAAL) program was deemed ineligible by HUD, and the Burbank Eco Council's two applications did not meet CDBG program requirements nor the City's insurance requirements.

- City of Burbank
    - *First Time Homebuyer Program providing down payment and/or closing cost assistance.*
- Family Service Agency of Burbank
    - *Security rehabilitation of facility*
- Home Again Los Angeles (HALA)
    - *Rehabilitation of Buena Vista Homeless Access Center (HALA's portion of the increased project costs)*
- Kids Community Dental Clinic
    - *Roof replacement of facility*

Additional details for each capital/economic development project are available in Attachment 3. Staff requests Council approval of the FY 2026-2027 AAP, including the FY 2026-2027 CDBG funding recommendations from the CDBG Committee (Attachment 4).

FY 2025-26 CDBG Subrecipient Updates

Critical to the FY 2026–27 AAP is an update on the current year programs. A total of seven organizations received current year (FY 2025-2026) CDBG funding – all under the public services category. More than two-thirds of the grant subrecipients have expended over 75% of their funding, and all programs are on track to meet the accomplishments outlined in their respective subrecipient agreements. The deadline to expend CDBG funds is June 30, 2026, unless the project falls under capital/infrastructure projects which may be carried over on an annual basis.

As previously mentioned, there were no new capital/infrastructure projects in FY 2025-2026, as the capital funding for that year was committed to the Buena Vista Homeless Access Center project. However, two previously approved capital projects – the Parks and Recreation Santa Anita Playlot Project and the Armenian Cultural Foundation Solar Panel Project – were completed in FY 2025–26. The Buena Vista Homeless Access Center project, approved on January 13, 2026, is currently underway. Construction began in March 2026 and is expected to be completed by February 2027.

COMMUNITY OUTREACH

Staff solicited public review and comment of the FY 2026-2027 AAP for 30 calendar days – from May 2, 2026, through June 2, 2026. A notice for public comment was published in the Burbank Leader on April 18, 2026, and each document was available online on the City's website. The FY 2026–2027 AAP outreach meets the goals and objectives that were formulated through extensive community outreach as part of the City's FY 2025–2029 Consolidated Plan adopted by the City Council on June 10, 2025. That initial

outreach included community and stakeholder meetings, a multi-lingual survey, flyers posted at parks and libraries, and a social media campaign.

ENVIRONMENTAL REVIEW

The approval of the subject AAP is a funding mechanism only and is excluded from the definition of "project" pursuant to State California Environmental Quality Act (CEQA) Guidelines § 15378(b)(4). Furthermore, the proposed action does not constitute a final funding commitment to any of the identified activities, as the grant subrecipients of the activities would be required to enter into contractual agreements. Pursuant to the terms of the contracts, appropriate environmental review of each funded activity will take place prior to commencement of any activity. Therefore, the action proposed herein will not have a significant effect on the environment and, hence, is not subject to CEQA. Even if it was a project, the action proposed herein is exempt from CEQA, pursuant to State CEQA Guidelines § 15061 (b)(3), the "common sense" provision of CEQA which applies to projects which may have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

Should the FY 2026-2027 AAP for the use of the CDBG Program funds be approved by Council, the identified funding recommendations for each activity will be incorporated into the City's FY 2026-27 Adopted Budget. As no HOME project has yet been identified, only HOME administrative funds will be incorporated into the FY 2026–2027 Adopted Budget; HOME program/project funds will be allocated once a project is determined.

CONCLUSION

Staff is committed to utilizing CDBG federally restricted funds in a manner consistent with program guidelines and regulations and aligned with the priorities established in the Consolidated Plan. The CDBG projects and programs approved by Council will reach residents who are most vulnerable to a financial crisis and improve the overall quality of life for those who are low-to-moderate income. Staff recommends that Council approve the AAP and adopt the Resolution authorizing the submission of the FY 2026-2027 AAP.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Annual Action Plan
Attachment 3 – FY 2026-27 CDBG Applications
Attachment 4 – FY 2026-27 Funding Recommendations
Correspondences

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING AND APPROVING:

1. THE SUBMISSION OF THE FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN UNDER THE FIVE-YEAR CONSOLIDATED PLAN FOR FISCAL YEARS 2025-2029 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD);
2. THE FILING OF APPLICATIONS AND CERTIFICATIONS FOR FEDERAL FUNDS FOR FISCAL YEAR 2026-2027 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS; AND
3. THE CITY MANAGER OR DESIGNATED OFFICIAL TO EXECUTE CDBG AGREEMENTS AND AMENDMENTS WITH SUBRECIPIENTS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The City of Burbank ("City") prepared a Consolidated Plan ("Plan") for Fiscal Years (FY) 2025-2029, outlining the City's framework for fulfilling housing and community development goals utilizing federal Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") funds. As part of the Plan, the City is required to submit annually an Annual Action Plan updating and describing activities/projects that will be implemented to accomplish the goals and objectives stated in the Plan.

B. The Annual Action Plan together with applications for federal funds, the Final Statement of Community Development Objectives and Projected Use of Funds, and program certifications must be submitted to the U.S. Department of Housing and Urban Development ("HUD") no later than August 16, 2026.

C. A public meeting was held by the City Council on June 16, 2026, for the purpose of obtaining public comments on the Annual Action Plan for program year July 1, 2026 - June 30, 2027. Public meetings were held by the Community Development Block Grant Committee of the City (the "Committee") on February 17 and February 25, 2026, for the purpose of preparing recommendations for the programs and projects which would serve the City's community development needs consistent with federal laws and regulations.

D. Council has received the report and recommendations of the Committee, and the Statement will be finalized in accordance with Council direction and filed with HUD as part of the Annual Action Plan.

E. Council desires to enter into that certain Community Development Block Grant Funding Approval/Agreement (the "CDBG Agreement") with the U.S. Department of Housing and Urban Development ("HUD") in the form presented at this meeting. Each program (CDBG and HOME) has both a Funding Approval/Agreement to be subsequently executed and a Federal Fund Application to be submitted with the Annual Action Plan.

F. Council desires to enter into that certain HOME Investment Partnerships Grant Funding Approval/Agreement (the “HOME Agreement”) with HUD to continue federal assistance under the HOME Investment Partnerships Act, 42 U.S.C. 12741-12839 in the form presented at this meeting.

G. HOME program activities are included in the Annual Action Plan. HOME funds must be used for affordable housing activities for very low and low-income households. General eligible activities include real property acquisition including assistance to homebuyers, new construction, reconstruction, moderate and substantial rehabilitation, and tenant based rental assistance. The actual use of these funds will be approved by the City Council at a later date.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The FY 2026-2027 Annual Action Plan under the Consolidated Plan Submission (FY 2025-2029) for community planning and development programs is approved and shall be submitted to HUD. In the approval of this document the following items in a) and b) are also approved:

a. The FY 2026-2027 Proposed Statement of Community Development Objectives and Projected Use of Funds to be finalized is approved and the City Manager is authorized to execute and submit to HUD the Statement for federal assistance under the Housing and Community Development Acts of 1974 and 1987, including substantial and non-substantial adjustments and amendments to be made as approved by Council or administratively on a pro-rata basis depending on the actual funding received, re-programming of prior year unexpended CDBG funds, and/or program description revisions for the use of capital/economic development activities and public services, as applicable.

b. The projected uses for the FY 2026-2027 HOME Investment Partnerships (HOME) Program.

2. Upon receipt from HUD, the City Manager, or his designee, is authorized to approve and execute the CDBG Agreement and the HOME Agreement as executed by HUD and is authorized to make any non-substantive changes to the Agreements subject to City Attorney approval as to form.

3. The capital/economic development project uses to be funded by CDBG for FY 2026-2027, as directed by City Council are set forth in Exhibit “1”, which is attached

hereto and incorporated by this reference. The City Clerk is directed to modify Exhibit "1" to reflect the Council approved capital/economic development project uses.

4. The public service uses to be funded by CDBG for FY 2026-2027 as directed by City Council, are set forth in Exhibit "2", which is attached hereto and incorporated herein by this reference. The City Clerk is directed to modify Exhibit "2" to reflect the Council approved public service uses.

5. The Council hereby authorizes the CDBG capital projects and CDBG public service uses, as approved by Council, to be included in the FY 2026-2027 Annual Action Plan and Final Statement of Community Development Objectives and Projected Uses of Funds, including authorized substantial adjustments and amendments for Capital/Economic Development Projects, and administrative approval to adjust and amend figures proportionally for capital projects and public service programs on a pro rata basis depending on the actual funding received, re-programming of prior year unexpended CDBG funds, and/or revisions to program descriptions for the use of public services and capital/economic development activities in accordance with the adopted City of Burbank Citizen Participation Plan, amended May 2020. The Financial Services Director is authorized to make such other revisions, individual appropriation line-item adjustments, fund totals, grand totals, or other changes, as necessary to the City's Annual Adopted Budget to reflect the CDBG allocation and implementation of the programs specified in this resolution as directed by Council and in accordance with HUD.

6. The Community Development Director, as the designee of the City Manager, is authorized to enter into agreements with the CDBG subrecipients set forth in Exhibits "1" and "2" (the "Subrecipient Agreements") (except where the City is a subrecipient, in which case, a memorandum of obligations shall be prepared), and the Subrecipient Agreements shall comply with federal requirements and shall be substantially in the form attached as Exhibit "3" to this resolution subject to non-substantive changes or amendments with prior approval from the City Attorney. The Subrecipient Agreements shall be approved as to form by the City Attorney, and the City Clerk shall attest each on behalf of the City, before the agreements may be executed.

7. The Community Development Director, as the City Manager's designee, is further authorized to substantially amend and/or extend the completion date of certain CDBG agreements with prior subrecipients involving capital project contracts (the "Amendments"). The Amendments shall be recorded in an updated memorandum of obligations (where the City is the subrecipient), in a version to be approved as to form by the City Attorney, and the City Clerk shall attest each on behalf of the City.

8. The Community Development Director, as the City Manager's designee, shall act as the City's Certifying Officer under 24 CFR, Part 58 – Environmental Review Procedures.

9. The agreements referenced in Sections 6 and 7 above are on file at the City Clerk's office and the City Clerk is directed to retain the agreements referenced herein, as a public record for a period not-to-exceed the records retention schedule for CDBG.

PASSED and ADOPTED this ____ day of June 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Ray Johal
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 _____, by the following vote:

AYES:

NOES: .

ABSENT:

_____
Kimberley Clark, City Clerk

EXHIBIT 1
CDBG CAPITAL/ECONOMIC DEVELOPMENT PROJECTS

Applicants	Project Proposals	Project Amount
CDD- First Time Homebuyer Program	Financial assistance in the form of closing cost support and down payment grants to qualified first-time homebuyers.	$476,582.95
Family Service Agency	Replacement of the security system with modern infrastructure to ensure the protection of clients, staff, and facility assets.	$15,000.00
Home Again LA	Buena Vista Homeless Access Center - Construction to Install Tiny Homes and renovate structure for case management	$153,360.00
Kids Community Dental Clinic	Facility improvement - Roof replacement	$50,000.00

EXHIBIT 2
CDBG PUBLIC SERVICES

Applicants	Project	Program Amount
Armenian Relief Society	Community Social Services Program	$13,000.00
Boys & Girls Club	After-school & Summer Program Scholarships	$19,900.00
Burbank Noon Lions	Eye and ear care	$3,000.00
Family Service Agency	Residential Therapeutic Care for Special Homeless Populations	$24,900.00
HALA Burbank Temporary Aid Center	Emergency Assistance	$39,900.00
Home Again LA	Homeless Outreach Services	$44,771.45
Kids Community Dental Clinic	Dental Treatments for Low-Income Children	$14,900.00

EXHIBIT 3
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
[INSERT NAME, PROGRAM YEAR AND PROJECT NAME]

This agreement is effective as of the Effective Date below and is between the City of Burbank, a municipal corporation ("City"), and the Subrecipient listed below (collectively, "Parties" or individually, "Party").

RECITALS

A. On _____, the City received from the United States Department of Housing and Urban Development ("HUD") a grant identified as B-24-MC-06-0513 (the "HUD CDBG Grant") under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended ("Act"), to carry out the Community Development Block Grant Program ("CDBG Program") HUD CDBG Grant agreement.

B. The City has designated the Community Development Department ("CDD") to provide proper planning, coordination, and administration of the City's CDBG Program under the City's HUD CDBG Grant.

C. The Subrecipient is _____[INSERT NAME AND LEGAL ENTITY STATUS – CONFIRM AGAINST THE SECRETARY OF STATE BUSINESS SEARCH WEBSITE AT https://bizfileonline.sos.ca.gov/search/business]. Subrecipient represents that it is qualified and willing to perform the Program's services and desires to administer the Program in accordance with the requirements set forth in this agreement, the CDBG Program, and the HUD CDBG Grant.

D. From the HUD CDBG Grant, the City has appropriated _____ [INSERT AMOUNT] ("Program Funding") for Fiscal Year 2026-27, Public Services ("Program") proposed by the Sub-recipient. The City desires to engage the Subrecipient to administer the Program and provide the services described in this agreement.

E. The Effective Date for this agreement is July 1, 2026, or if no written date, the last date of the signatories.

THEREFORE, in consideration of the Parties' mutual promises, the Parties agree as follows:

TERMS OF AGREEMENT

1. Scope of Service

A. Activities: The Subrecipient is responsible for administering the Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing the Program's Funding, including, but not limited to, compliance with 24 CFR § 507.201(e) describing eligible public services activities. The Program must include CDBG Program-eligible activities listed in Attachment A-1, which is attached to this agreement and

is incorporated into this agreement by reference (each an "Activity" and collectively, the "Activities"). Parties must comply with all requirements set forth in Attachment A-1.

B. National Objectives: The Subrecipient activities carried out with the Program's Funding provided under this agreement must meet one or more of the CDBG Program's National Objectives under 24 CFR § 570.506(b), as further described in Attachment A-1.

C. Performance Measures: City will monitor the performance of the Subrecipient against Attachment A-1. Substandard performance, as reasonably determined by the City and as more fully described in this agreement, will constitute noncompliance with this agreement. The City shall notify the Subrecipient in writing under the terms of Section 11.I. of this agreement. If the Subrecipient fails to correct substandard performance within the date specified by the City, or if no date is specified, within a reasonable period of time after being notified, the City reserves the right to suspend or terminate this agreement.

D. Budget: The total itemized budget amount for the Program is described in Attachment A-2, which is attached to this agreement and incorporated into this agreement by reference. All budget modifications require a formal written amendment to this agreement to be approved by the City, and must be limited within 10% adjustment of the approved budget. Requests for Budget modifications must be submitted to the City no later than May 1, 2025. The Subrecipient will not be reimbursed for any costs incurred that are deemed ineligible under this agreement (see Section 3 below).

E. Changes to the Scope of Work: Any material changes in the Activities, Program services, budget, or other provisions in this agreement, unless otherwise noted, may only be made through written amendment to this agreement, executed by the Subrecipient and the City, in writing. CDD has the sole and exclusive right to determine if the modification request constitutes a "material" term under this agreement.

2. **Term:**

The term of this agreement commences July 1, 2026 and continues until June 30, 2027 (the "Term"), unless terminated earlier pursuant to the terms of this agreement. This agreement does not provide for reimbursement of any expenditures incurred by the Subrecipient before the date of commencement or after the date of termination. Despite the foregoing, the term of this agreement and the provisions in this agreement will be extended to cover any additional time period during which the Subrecipient remains in control of HUD CDBG Grant or other CDBG Program assets, including Program Income, as defined below.

3. **Compensation:**

A. Amount of Compensation: The total amount that the City can obligate to fund the Subrecipient's Program under this agreement is the amount of the Program Funding as set forth in the recitals.

B. Allowable Costs:

i. The Subrecipient must comply with applicable regulations, policies, guidelines and requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards ("Uniform Requirements"), Subpart E-Cost Principles, §§ 200.400-200.475 except as described in 24 CFR § 570.502(a). Accordingly, the Subrecipient must maintain support for direct costs, eligible personnel costs, indirect costs, and general provisions for selected items of costs, including, but not limited to: audit services, depreciation, equipment, insurance, materials and supplies, professional service, travel, and transportation.

ii. For purposes of this agreement, "Allowed Costs" are those costs either:

(a) Incurred directly for the Program, including eligible personnel and direct assistance costs used only for the Program ("Direct Costs"); or

(b) Those which can be divided and allocated between the City and the Subrecipient based upon the benefit provided to the Program ("Indirect Costs").

iii. If Indirect Costs are to be charged under this agreement, the Subrecipient must develop an Indirect Cost allocation plan for determining the Sub-recipient's appropriate share of administrative costs and must submit the plan to the City for approval in writing.

C. Program Income: For the purposes of this agreement, the term "Program Income" has the same meaning provided in 24 CFR § 570.500(a), or any replacement or succeeding statute, as may be in effect during the Term of this agreement. All Program Income generated by the Subrecipient within the applicable reporting period, and cumulative for the Program year must be reported by the Subrecipient in the Quarterly Progress Report, as defined below.

D. Method of Compensation: The Subrecipient must submit an original, itemized invoice ("Invoice") to the City for approval before receiving compensation for Program expenditures. The Subrecipient must submit the Invoice, at a minimum, on a monthly basis, for reimbursement of eligible personnel and operational expenses under the Uniform Requirements. The Subrecipient must maintain copies of the invoice and supporting documentation for monitoring such as:

i. Time sheets or cards showing actual hours worked on the Program, including payroll check copies;
ii. Itemized direct costs;
iii. Allocable indirect costs;
iv. Complete source documentation in accordance with the budget; and
v. Optional: A copy of a general ledger with information satisfactory to the City to ensure that expenses reimbursed have been properly settled with each invoice.

If applicable, the Subrecipient must draw down on Program Income before being compensated under this agreement.

E. Payment of Invoice: Upon the City's receipt and approval of the Invoice, the City shall pay the Subrecipient within a reasonably prompt manner consistent with the City's normal procedures for payable accounts. Final Invoices for Program expenses must be submitted to the City by July 15, 2027 for the City to meet CDBG public service requirements to expend HUD CDBG Grant funds before the end of the fiscal year.

4. **Disallowed Costs:**

A. Notification: If a HUD fiscal monitoring or City monitoring of financial or programmatic audit reveals that the Subrecipient has used the Program's Funding for questionable expenditures under this agreement or applicable Federal statutes or regulations ("Disallowed Costs"), the City will notify the Subrecipient in writing and allow the Subrecipient to justify expenditures before making a final determination.

B. Determination: Upon the City's final determination of Disallowed Costs, if any, the Subrecipient must pay the City, in non-federal funds, the amount of the disallowance within thirty (30) calendar days of receipt of final notice of determination from the City. The Disallowed Costs may be paid in one lump sum or in increments as agreed upon in a repayment plan. The Subrecipient understands that any repayment plan submitted is subject to City's approval and must comply with any CDBG Funding requirements.

5. **Records and Monitoring:**

A. Quarterly Progress Reports. Designated City staff will conduct quarterly Program reviews on the extent to which the Program has been implemented, Performance Goals achieved, effectiveness of Program management, impact of the Program, and eligibility of Program beneficiaries. To assist the City's performance monitoring, the Subrecipient must submit to the City Quarterly Progress Reports ("QPRs") on the progress of Program Activities and Performance Goals. QPRs must be submitted by the 15th day of October, January, April and July beginning July 1, 2026. An example of a QPR is Attachment B, which is attached and incorporated into this agreement by reference.

B. Financial Records. The Subrecipient is responsible for maintaining financial records, supporting documents, statistical reports, official files, and other evidence pertaining to all costs incurred as required by all applicable City, HUD, and federal regulations in compliance with 2 CFR § 200.333 ("Financial Records").

C. Audit Requirements: The Subrecipient shall submit to financial audits depending upon the level of HUD CDBG Grant funds received as follows:

i. Annual Reports: Sub-recipients receiving less than Twenty-Five Thousand Dollars ($25,000) in HUD CDBG Grant funds per year shall complete an annual unaudited financial statement compilation for years in which these grant funds are received. The unaudited financial statement compilation provided must include an itemization of the receipt and use of the City's HUD CDBG Grant. An attestation statement must be provided by the Sub-recipient's Chief Executive Officer that the financial statements being submitted are true, correct, free of any material misstatement, and that the Program's Funding was spent following the HUD CDBG Grant requirements. The Subrecipient shall complete the financial statement compilation within one hundred and eighty (180) days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one copy of the annual unaudited financial statement report to CDD within thirty (30) days of completion of the financial statement compilation.

ii. Sub-recipients receiving $25,000 or more in HUD CDBG Grant funds per year shall complete an annual independent financial audit in accordance with generally accepted

auditing standards and General Auditing Standards, issued by the Comptroller General of the United States for each grant year they receive HUD CDBG Grant funds. The Subrecipient shall complete the financial audit within 180 days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one copy of the audit report to City within 30 days of completion of the audit report.

iii. Single Audit: In addition to furnishing City staff with the annual reports as required above, Sub-recipients expending Seven Hundred and Fifty Thousand Dollars ($750,000) or more in total federal Grant funds during the Sub-recipient's fiscal year are required to conduct and file a single or program-specific audit in accordance with the financial audit requirements under the Uniform Requirements, Subpart F-Audit Requirements § 200.501 through § 200.512 (the "Single Audit"). The Subrecipient shall complete the Single Audit within two hundred seventy (270) calendar days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one (1) copy of the Single Audit report to the City within thirty (30) days of completion of the Single Audit.

D. Inspection: The Sub-recipient's staff, facilities and all records supporting compliance with the Program, including QPRs, Financial Records, Reports and Audits, and Eligibility Records (collectively, "Program Records") must be made available during normal hours of operation for inspection by designated City staff, HUD monitors, the Inspector General, and the Comptroller of the United States upon request.

E. Form of Records: Under 2 CFR § 200.335, when practicable and secure, the Subrecipient should collect, transmit, and store Federal award-related information in open and machine-readable formats rather than on paper. When paper is required, the Subrecipient should require no more than an original and two copies.

F. Retention:

i. Generally: All Program Records and the Subrecipient's personnel records must be made available to City staff, approved auditors, the Inspector General, the General Accounting Office, or HUD representatives at the Subrecipient's office in a timely manner during the Term, and afterwards they must be retained for a minimum of three (3) years after the expiration or termination of this agreement or three (3) years after the submission of the City's annual performance and evaluation report (as described in 24 CFR § 91.520) in which this Program's Activities will be reported for the first time, whichever is longer.

ii. Real Property Records: Records for Activities involving real property subject to reversion of assets (as defined in 24 CFR § 570.503(b)(7) and 570.505) or change of use from CDBG Program purposes must be maintained for five (5) years from the end of the Close-Out Period as defined below.

iii. Outstanding Balances: Records for Activities for which there are outstanding loan balances or other receivables or contingent liabilities to the City must be retained until those receivables or liabilities have been satisfied.

G. Privacy:

i. Eligibility Records: The Subrecipient understands that the Eligibility Records collected under this agreement are private and the use or disclosure of that information, when not directly connected with the administration of the City's or the Sub-recipient's responsibilities with respect to Program Activities, is prohibited unless written consent is obtained from that beneficiary receiving service, and in the case of a minor, that of a responsible parent or guardian. The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information ("PII") from beneficiaries and other information that the City or HUD designates as sensitive, or the Subrecipient considers sensitive, consistent with Federal, State, county, and local laws regarding privacy and obligations of confidentially.

ii. All Other Records: The Subrecipient shall ensure that all Program Records, Financial Records, and Audit reports are kept confidential and must not be disclosed to the public except as necessary to comply with a court order, the Freedom of Information Act ("FOIA"), the California Public Records Act ("CPRA"), or other federal, State, or local law. The City may also provide reasonable access to Program Records regarding the past use of HUD CDBG Grant funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

H. Enforcement:

i. If, because of the Program monitoring or an Audit, the Subrecipient has been issued any findings by the auditor, or any contracting, or sub-contracting issues that are not cleared, the City may take any one or more of the following actions until the finding is remediated. These actions are separate from, and in addition to, the special conditions, actions, and remedies listed under Section 11.C:

(a) Withhold payments;

(b) Delay execution of new Subrecipient agreements;

(c) Delay distribution of new HUD CDBG Grant funds; and/ or

(d) Periodically require that the Subrecipient be audited at the Sub-recipient's expense.

ii. Lack of a financial audit or financial statement compilation by the Subrecipient will allow the City to use the enforcement options subsection i.

6. **Program Property:**

A. Definitions: This agreement may contemplate the purchase of Equipment and Supplies to successfully perform the Activities. For purposes of this agreement "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the City for financial statement purposes, or Five Thousand Dollars ($5,000). "Supplies" means all other tangible personal property costing less than the capitalization level established by the City or Five Thousand Dollars ($5,000).

B. Ownership of Tangible Program Property: The Subrecipient understands that any Equipment or Supplies (collectively "Program Property") purchased with the HUD CDBG Grant is held in a trust relationship for benefit of the Program. The City reserves the right to make the Program Property available to other federally-funded City programs, so long as its use will not interfere with the Program.

C. Maintaining Program Property: The Subrecipient shall:

i. Use the Program Property only for the authorized Activities during the Term, or until the Program Property is no longer needed for the purposes of the Program.

ii. Not encumber or sell the Program Property without prior authorization by the City.

iii. For Equipment, maintain property records that include a description of the Program Property, a serial number or other identification number, the source of funding, who holds title, the acquisition date, and cost of the Program Property, percentage of Federal participation in the Program costs for the HUD CDBG Grant under which the Program Property was acquired, the location, use and condition of the Program Property, and any ultimate disposition data, including the date of disposal and sale price of the Program Property.

iv. Physically inventory Equipment at least once a Term, or once every two (2) years if the Term is longer than two (2) years and ensure the Equipment matches the property report.

v. Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the Equipment. Any loss, damage, or theft must be investigated.

vi. Develop adequate maintenance procedures to keep the Equipment in good condition.

vii. Return the Program Property to the City at the end of the Term or during the Term if it is no longer needed in support of the Program. Subject to the City's prior approval, the Subrecipient may retain Equipment after the Term by compensating the City for the fair market value of the Equipment if no longer needed for CDBG purposes. Any Equipment that is sold during the Term or the Close-Out Period (as defined below) becomes Program Income.

D. Ownership of Intangible Program Property: This agreement may contemplate collecting data and conducting research and investigations in support of the Program ("Intangible Program Property"). The Subrecipient certifies that any Intangible Program Property collected will only be used for Program Activities, and will be remitted to the City after the Term or when no longer needed for the Program. The Subrecipient shall allow the City to copyright any Intangible Program Property that is subject to copyright and was developed, or for which ownership was acquired, under the HUD CDBG Grant. The Intangible Program Property may be reproduced, published, or otherwise used by HUD or other Federal agencies. If the Intangible Program Property is published in a peer-reviewed publication and used by a Federal agency in support of the agency's administrative action, the Intangible Program Property may be subject to disclosure under FOIA. Any invention made using HUD CDBG Grant funds may be subject to Federal ownership under 37 CFR

Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative agreements."

7. **Close-Out**: The Sub-recipient's obligation to the City under this agreement does not end until all close-out requirements are completed, no later than ninety (90) calendar days after the end of the Term or date of earlier termination ("Close-Out Period"). The Close-Out Period may be extended by thirty (30) days, subject to the City's approval. Activities during the Close-Out Period include, but are not limited to: making final payments, submitting final Financial Reports or Audits and QPRs, disposing of Program Property (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), and determining the custodianship of records. Despite the foregoing, the terms of this agreement will remain in effect during any period that the Subrecipient has control over HUD CDBG Grant funds, including Program Income.

8. **Reversion of Assets:**

A. Cash or Intangible Assets: Upon the expiration or termination of this agreement, the Subrecipient shall transfer to City any portion of the Program's Funding on hand at the time of expiration or termination and any accounts receivable attributable to the use of those HUD CDBG Grant funds.

B. Program Property: The Subrecipient shall return the Program Property to the City at the end of the Term or during the Term if it is no longer needed in support of the Program. With the City's prior approval, the Subrecipient may retain Equipment after the Term by compensating the City for the fair market value of the Equipment.

C. Real Property: Where applicable, if the Subrecipient maintains control over any real property that was acquired or improved in whole or in part with HUD CDBG Grant funds in excess of twenty-five thousand dollars ($25,000), the Subrecipient shall either:

i. Use the real property to meet one of the National Objectives stated in 24 CFR § 570.208 up to and until five (5) years after termination or expiration of this agreement, or for a longer period of time as determined to be appropriate by the City; or

ii. Dispose of the real property in a manner that results in the City's being reimbursed a predesignated amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HUD CDBG Grant funding for the acquisition of, or improvement to, the real property. Reimbursement to the City is not required after the time specified in subsection (i) above.

D. Program Income: Program Income on hand at the time the agreement expires or received after the agreement's expiration must be immediately repaid to the City.

9. **Suspension and Termination:**

A. At-Will: This agreement may be canceled or terminated at any time by either Party upon thirty (30) calendar days written notice to the other Party. The effective date of the cancellation or termination must be specified in the notice.

B. Other Causes for Termination: In accordance with 2 CFR § 200.339, suspension or termination may also occur:

i. If the Subrecipient materially fails to comply with any terms of the agreement, including Program Activities and eligibility requirements;

ii. For cause; and/ or

iii. By agreement of both Parties for convenience.

C. Notice and Opportunity to Object: Before any termination notice for non-compliance with the terms of this agreement, failure to meet any of the Performance Goals, or as a result of a finding under Program Monitoring or Financial Report or Audit (each, a "Deficiency"), City shall issue a written notice of the findings with recommendations to the Subrecipient, and provide the Subrecipient thirty (30) calendar days to respond in writing. The City shall then have thirty (30) calendar days to review the Subrecipient's response and issue a letter either clearing the Subrecipient or advising the Subrecipient of further actions against it, including imposing additional special conditions listed in 2 CFR § 200.207, taking any of the actions listed in 2 CFR § 200.338, or terminating this agreement, as necessary. The City at its discretion may withhold from the Subrecipient any funding, whether HUD CDBG Grant funds or otherwise, pending resolution of any Deficiency.

D. Costs: Costs to the Subrecipient resulting from Program obligations incurred during a suspension or after termination of this agreement are not allowable unless the City expressly authorizes them in the notice of suspension or termination. However, costs during suspension or after termination are allowable if:

i. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and

ii. The costs would be allowable if the Program's Funding was not suspended or had expired normally at the end of the Term.

E. Closeout: If this agreement is terminated, both the City and the Subrecipient remain responsible for compliance with the requirements in 2 CFR §§ 200.343, 200.344 until the end of the Close-Out Period.

10. **Compliance with Applicable Laws and Regulations.**

A. Compliance with Other Program Requirements: The Subrecipient shall carry out each Activity in compliance with Federal and HUD requirements listed Subpart K of 24 CFR § 570 (which includes, but is not limited to, compliance with antidiscrimination, labor standard, conflict regulations), as it may be amended or supplemented from time to time; except that (i) the Subrecipient does not assume the City's environmental responsibilities described at 24 CFR § 570.604; and (ii) the Subrecipient does not assume the City's responsibility for initiating the National Environmental Policy Act ("NEPA") review process under the provisions of 24 CFR Part 58. A non-exclusive list of Program requirements is attached as Attachment D, which is attached to this agreement and is incorporated into it by this reference.

B. Compliance with Other Federal, State, and Local Laws: In addition to the requirements of Subpart K above, the Subrecipient shall comply with all other applicable Federal, State and local laws and regulations in performing the Program Activities. A non-exclusive list of applicable laws is also provided in the attached Attachment D.

C. Suspension and Debarment: The Subrecipient shall not enter into an agreement with the City if they are placed on the System for Award Management (SAM) suspension and debarment list. The Subrecipient shall verify the status of a contractor or vendor to maintain the quality and legitimacy of business relationships while safeguarding against potential negative impacts on the project and the involved parties. Working with debarred contractors can pose risks to the success and integrity of the project, resulting in delays, subpar performance, or other issues. Debarment on the SAM list will be grounds for immediate recission of the City's contractual obligation.

11. **General Matters:**

A. Administrative and Financial Management Requirements: The Subrecipient shall comply with accounting and financial management standards the Uniform Requirements 2 CFR Subpart D-Post Federal Award Requirements §§ 200.300-345, except for those sections described in 24 CFR § 570.502 (Revisions of Budget and Program Plans). The Subrecipient shall adhere to the accounting and financial management principles and procedures required in those provisions, utilize adequate internal and budget controls, and maintain necessary source documentation for all costs incurred.

B. Procurement:

i. Federal Procurement Standards: The Subrecipient shall comply with federal standards under 2 CFR §§ 200.318-200.326 concerning the procurement and purchase of Equipment, Supplies, and services using the HUD CDBG Grant to ensure that they are obtained as economically as possible through an open and competitive process. The Subrecipient must develop and maintain a written code of standards that helps prevent conflicts of interest in procurement. The Subrecipient must make available to City upon request any technical specifications on proposed procurements before soliciting the contract or service, and other procurement documents, requests for proposals, invitations for bids, or independent cost estimates under 2 CFR 200.324.

ii. City Purchasing Procedures: The Subrecipient must also comply with the City's current Purchasing Procedure when making purchases and entering into contracts with the City's HUD CDBG Grant funds.

C. Utilization of Disadvantaged Business Enterprises: It is HUD's and the City's policy to take positive steps or oversee that positive steps are taken to maximize the utilization of small, minority, women's and disadvantaged business enterprises (collectively, "DBEs") in all contract activity by CDBG Sub-recipients. The Subrecipient shall take affirmative steps and utilize its best efforts to carry out this policy in the award of its sub-contracts or sub-awards to the fullest extent consistent with the efficient performance of this agreement. The CDBG Subrecipient will comply with Section 3, of the Housing and Urban Development Act

of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75, and its amendments.

D. Independent Contractor Status of the Subrecipient: The Parties acknowledge that the performance of the Sub-recipient's service(s) under this agreement is in the capacity of an independent contractor; that no employees of the Subrecipient have been, are, or will be employees of the City by virtue of this agreement; and the Subrecipient shall so inform each employee organization and each employee who is hired or retained under this agreement. In addition, the Parties acknowledge that the Subrecipient provides its own services to members of the public and other businesses, and that any funding provided by the City to the Subrecipient under this agreement is solely HUD CDBG Grant funding under the Act.

E. Workers' Compensation: The Subrecipient understands and acknowledges that all persons furnishing services to the City under this agreement are, for the purpose of workers' compensation liability, employees solely of the Subrecipient and not of the City. In performing the Services, work, operations, or activities under this agreement, or in carrying out the Project this agreement, the Subrecipient is liable for providing workers' compensation benefits to the Sub-recipient's employees, or anyone whom the Subrecipient directly or indirectly hires, employs, or uses. The City is not responsible for any claims at law or in equity caused by the Sub-recipient's failure to comply with this section.

F. Licenses: The Subrecipient shall obtain and maintain, during the term of this agreement, all appropriate licenses, permits and certificates required by all applicable local, State, and federal laws, regulations, guidelines, and directives for the operation of its program and for the provision of services under this agreement.

G. Insurance:

i. When the Subrecipient signs and delivers this agreement to the City, and during this agreement's Term, the Subrecipient shall furnish the City with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Attachment C" to this agreement and are incorporated into it by this reference.

ii. This agreement's insurance provisions:

(a) Are separate and independent from the indemnification and defense provisions in Section 11.H. of this agreement; and

(b) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Section 11.H. of this agreement.

H. Indemnity:

i. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— the Subrecipient, its employees, agents, Subconsultants, and persons whom the Subrecipient employs or hires (individually and collectively, "Subrecipient Indemnitor") shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and representatives (individually and collectively, "City

Indemnitee") from and against a "liability" [as defined in subsection (a) below], or an "expense" [as defined in subsection (b) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a Subrecipient Indemnitor:

(a) "Liability" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is: (1) Actual or alleged; (2) In contract or in tort; or (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(b) "Expense" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to: (1) Attorney's fees; (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal; (3) Fees of an accountant, expert witness, consultant, or other professional; or (4) Pre or post-judgment interest or settlement interest.

ii. Under this section, the Subrecipient Indemnitor's defense and indemnification obligations:

(a) Apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a City Indemnitee; but

(b) Do not apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a City Indemnitee.

iii. To the extent that the Subrecipient Indemnitor's insurance policy provides an upfront defense to the City, the Subrecipient Indemnitor's obligation to defend a City Indemnitee under this section:

(a) Means that the Subrecipient Indemnitor shall provide and pay for legal counsel, acceptable to the City, for the City Indemnitee;

(b) Occurs when a claim, suit, complaint, pleading, or action against a City Indemnitee arises out of, pertains to, relates to, or asserts an act, error, or omission of the Subrecipient Indemnitor; and

(c) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies the Subrecipient Indemnitor.

iv. Section 11.H.iii does not limit or extinguish the Subrecipient Indemnitor's obligation to reimburse a City Indemnitee for the costs of defending the City Indemnitee against a liability, or an expense, or both. A City Indemnitee's right to recover defense costs and attorney's fees under this section does not require, and is not contingent upon, the City Indemnitee's first:

(a) Requesting that the Subrecipient Indemnitor provide a defense to the City Indemnitee; or

(b) Obtaining the Subrecipient Indemnitor's consent to the City Indemnitee's tender of defense.

v. If the Subrecipient subcontracts all or any portion of the Services under this agreement, the Subrecipient shall provide the City with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless a City Indemnitee under the terms in this section.

vi. The Subrecipient Indemnitor's obligation to indemnify, defend, and hold harmless the City will remain in effect and will be binding upon the Subrecipient Indemnitor whether the liability, or the expense, or both, accrues— or is discovered— before or after this agreement's expiration, cancellation, or termination.

vii. Except for Section 11.H.iii, this section's indemnification and defense provisions are separate and independent from the insurance provisions in Section 11.H. In addition, the indemnification and defense provisions in this Section:

(a) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Section 11.G; and

(b) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Section 11.G.

I. Notices:

i. The Parties shall submit in writing all notices and correspondence that this agreement requires or permits and shall use the following delivery method: (a) Personal delivery; (b) U.S. mail, first class postage prepaid; (c) Certified" U.S. mail, postage prepaid, return receipt requested; (d)Facsimile; or (e) Email.

ii. All written notices or correspondence done in the manner described in subsection i. above with the street address or place, facsimile number, or email address listed in subsection iii. below will be presumed "given" to a Party on whichever date occurs earliest: (a) The date of personal delivery; (b) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail; (c) The date on which the Party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or (d) The date of transmission, when sent by facsimile or email.

iii. The City and the Subrecipient designate the following contact person, street address or place, telephone or facsimile number, or email address for giving notice or correspondence.

City
City of Burbank
Community Development Dept
P.O. Box 6459
Burbank, California 91502

Subrecipient
<INSERT INFO>

J. Access to Remedies: The laws of the State of California govern all matters arising under this agreement.

i. Nothing in this agreement restricts the right or access of the Parties to any legal or equitable remedy to enforce the rights and obligations established by this agreement; and all remedies are cumulative.

ii. The City will be allowed to appear in, and defend any actions affecting its rights or liabilities.

iii. Either Party's waiver of a breach of any provision of this agreement does not operate, and must not be construed, as a waiver of any subsequent breach of that same or any other provision.

K. Reciprocal Attorney's Fees: If litigation is commenced by either Party with respect to the performance or breach of this agreement, the prevailing party in that litigation is entitled to its reasonable costs and attorney's fees incurred in prosecuting or defending the litigation.

L. Assignment or Subcontracting: Neither Party shall assign or sub-contract the rights or duties of this agreement without the prior written approval of the other Party, and such agreements must contain sections involving program and legal compliance, and indemnity, that satisfies the City. Any assignment or sub-contract without prior written approval is void.

M. Successors and Assigns: This agreement binds and benefits the Parties and their respective permitted successors and assigns.

N. Amendments: This agreement must not be amended or modified in any way except by written agreement signed and authorized by representatives of the Parties.

O. Merger: This agreement together with all Attachments constitutes the entire agreement between the Parties, and it is acknowledged that no other promise or representations have been made, or are relied upon, by either Party in entering into this agreement.

P. Interpretation: California law governs the construction and interpretation of this agreement, except where pre-empted by Federal law.

Q. Partial Validity: The invalidity, in whole or in part, of any terms of this agreement does not affect the validity of the remaining terms.

R. Force Majeure: Neither Party is considered in default in the performance of its obligations under this agreement or any of them, if the obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of the Party which include, but are not limited to, acts of God, labor disputes, civil unrest, and global health emergencies.

The Parties shall communicate in good faith to develop a reasonable alternative time schedule caused by the delay.

S. Counterparts: The Parties may execute this agreement in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties. 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.

T. Severability. If any part, term, or provision of this agreement is 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 will not be affected by such holding.

U. Venue. Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

V. Representations – Authority. The Parties represent that:

i. They have read this agreement, fully understand its contents, and have received a copy of it;

ii. Through their duly authorized representative, they are authorized to sign this agreement, and they are bound by its terms; and

iii. They have executed this agreement on the date opposite their signature.

By their signatures, the parties have executed this agreement on the date indicated above:

"SUBRECIPIENT"
INSERT NAME

Signature

Name (Please Print)

Title

If Consultant is a corporation or LLC, a second signature is required:

Signature

Name (Please Print)

Title

"CITY"
City of Burbank

Signature

Patrick Prescott
Name (Please Print)

Community Development Director
Title

ATTEST:
Office of the City Clerk

Kimberley Clark, City Clerk

Approved as to Form
Burbank City Attorney's Office

By:

Signature
Ray Johal
Name
Senior Assistant City Attorney
Title

ATTACHMENTS

Attachment A-1	Scope of Services
Attachment A-2	Itemized Budget (provided by subrecipient)
Attachment B	Quarterly Progress Report
Attachment C	Insurance Requirements
Attachment D	Legal and Program Requirements

Attachment A-1

Scope of Services

PROGRAM NAME: : _____
<INSERT ACTIVITIES, INCLUDING DESCRIPTION OF ACTIVITY TO BE UNDERTAKEN, PRODUCTS OR SERVICES TO BE PERFORMED AND ONLY FUNDED WITH CDBG, WHERE ACTIVITY TAKES PLACE, HOW THEY ARE TO BE PROVIDED, HOW PROGRAM WILL BE GENERALLY ADMINISTERED ETC.>

Note: The subrecipient activities must be eligible under 570.201. Basic eligible activities are described under the reference section of this document.

I. PROGRAM SPECIFIC REQUIREMENTS

<INSERT THE SPECIFIC HOUSEHOLDS OR SUBPOPULATIONS THAT WILL BE ASSISTED UNDER THE PROGRAM % OF BURBANK RESIDENTS EXPECTED TO BE SERVED AND INCOME TARGETS >

Note: The CDBG Specific Requirements can be found under the reference section of this document.

II. PERFORMANCE MEASURES AND NATIONAL OBJECTIVE

A Subrecipient must provide performance measures that are expected to be met with CDBG funds.

Activities	Metrics	Target Outcomes

The above activities should allow the Subrecipient to meet one or more of the CDBG Program's National Objectives under 24 CFR § 570.506: (a) provide a benefit to low or moderate income persons; (b) aid in the prevention or elimination of slums and blight; or (c) meet a community development need having a particular urgency as defined in 24 CFR Part 570.208.

III. RECORD KEEPING

<INSERT HOW RECORDS WILL BE COLLECTED AND COMPILED FOR ELIGIBILITY>

Note: Subrecipients should have client name, address, income level, and description of eligibility for specific program. Further information on records is described in the reference section of this document.

REFERENCES

§ 570.201 BASIC ELIGIBLE ACTIVITIES

CDBG funds may be used for the following activities:

(a) ***Acquisition.*** Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of § 570.207.

(b) ***Disposition.*** Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in § 570.504.

(c) ***Public facilities and improvements.*** Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in § 570.207(a), carried out by the recipient or other public or private nonprofit entities. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients including those specified in § 570.204 may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b).

(d) ***Clearance and remediation activities.*** Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and

remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205.

(e) ***Public services.*** Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer downpayment assistance, or recreational needs. If housing counseling, as defined in 24 CFR 5.100, is provided, it must be carried out in accordance with 24 CFR 5.111. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed paragraphs (e) (1) or (2) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from origin year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under paragraph (e)(1) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

(f) ***Interim assistance.***

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief executive officer of the recipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and

(iii) The improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions.

(g) ***Payment of non-Federal share.*** Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) ***Urban renewal completion.*** Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) ***Relocation.*** Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is

(1) required under the provisions of § 570.606 (b) or (c); or

(2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) ***Loss of rental income.*** Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) ***Housing services.*** Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)). If housing counseling, as defined in 24 CFR 5.100, is provided, it must be carried out in accordance with 24 CFR 5.111.

(l) ***Privately owned utilities.*** CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) ***Construction of housing.*** CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) ***Homeownership assistance.*** CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o)

(1) The provision of assistance either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients) to facilitate economic development by:

(i) Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

(ii) Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

(iii) Providing general support, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

(2) Services provided this paragraph (o) shall not be subject to the restrictions on public services contained in paragraph (e) of this section.

(3) For purposes of this paragraph (o), "persons developing microenterprises" means such persons who have expressed interest and who are, or after an initial screening process are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

(4) Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the recipient or subrecipient to carry out the activities under this paragraph (o).

(p) ***Technical assistance.*** Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The recipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) ***Assistance to institutions of higher education.*** Provision of assistance by the recipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under this subpart C.

[53 FR 34439, Sept. 6, 1988, as amended at 53 FR 31239, Aug. 17, 1988; 55 FR 29308, July 18, 1990; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 67 FR 47213, July 17, 2002; 71 FR 30034, May 24, 2006; 80 FR 69870, Nov. 12, 2015; 81 FR 90659, Dec. 14, 2016]

CDBG SPECIFIC REQUIREMENTS:

A. For all Activities, the Parties must comply with the requirement that:

(i) At least sixty percent (60%) of all the persons served by the Program are residents of the City.

(ii) At least sixty percent (60%) of the persons served by the Program are low-and-moderate income ("LMI") persons under Section 24 CFR Part 570.208 and by the

Cranston-Gonzalez National Affordable Housing Act (PL 101-625), as amended, and defined by the U.S. Department of Housing and Urban Development.

(iii) The Activities will provide either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the City in the twelve (12) calendar months before implementing the Activities under 24 CFR Part 570.201(e)."

RECORD-KEEPING REQUIRMENTS:

The Subrecipient must compile and maintain records which verify that Program beneficiaries meet National Objective LMI eligibility requirements under 24 CFR § 570.506(b) and the Cranston-Gonzalez Amendments ("Eligibility Records"). In addition, the Subrecipient must provide documentation upon request by the City that at least sixty percent (60%) of the persons benefitting from Program Activities are: LMI and City of Burbank residents. Documentation supporting these eligibility requirements are as follows:

a. Applicant Information Forms: Documentation of LMI and residency must include:

i. Self-certified Applicant Information Forms for all Program beneficiaries in the form of Attachment C, which is attached to this agreement and is incorporated into it by this reference; and

ii. A ten percent (10%) sampling of income documentation of beneficiaries, which must include acceptable source documentation such as: copies of pay stubs, W2's, tax returns and public assistance verification. All LMI and residency documentation at a minimum must include the names of all the household members, address, total income from all persons in the family, income source, and racial background. LMI documentation must be verified during City monitoring visits.

b. Limited Clientele Records: The Sub-recipient Subrecipient shall not be required to collect a ten percent (10%) sampling of back-up income documentation for clients and programs that are designed for and serve primarily clients belonging to a group which HUD has deemed presumed to meet the low-income benefit criteria. Those presumed groups include elderly persons (62 years and older), severely disabled adults, homeless persons, victims of domestic violence, abused children, persons living with AIDS, illiterate adults, and migrant workers. However, presumed LMI eligibility does not apply if those clients are part of a broader program that serves the general population and non-presumed groups, or provides other services. In addition, the Sub-recipient Subrecipient must submit or obtain a policy statement from the Program operators regarding how they verify client's group status, which must include the location and description of the Program service area's geographical boundaries.

Attachment A-2

Budget Template
(CDBG only)

<INSERT BUDGET BREAKDOWN SUCH AS THE FOLLOWING

Position Title	Rate/Hourly	Not to exceed
1.	$	$
2.	$	$
Benefits		$0
Taxes		$0
	Subtotal	$0
Direct Services		
Supplies and Materials		$0
Equipment		$0
Communication		$0
Travel & Transportation		$0
Total		**$**

ATTACHMENT B
CITY OF BURBANK
COMMUNITY DEVELOPMENT BLOCK GRANT
QUARTERLY PROGRESS REPORT

Agency:		*Contract #:*	

Project Title:	**Program:**	**Grant Year:**	**Report Period:**

I. Direct Beneficiaries (New Clients or Participants Only)

	Quarter/ Month/Year Total	**Fiscal Year to Date Total**
Very Low Income (50% or Below Median Income)		
Low to Moderate Income (51% to 80% of Median Income)		
Other Income (Over 80% of Median Income)		
Total (A)		

II. New Client or Participant Characteristics

Characteristic	**Quarter/ month/year Total**	**Fiscal Year to Date Total**
White		
Black/African American		
Asian		
American Indian or Alaska Native		
Native Hawaiian or Other Pacific Islander		
Black-African American & White		
Asian & White		
American Indian or Alaska Native & White		
Asian & Black-African American		

American Indian or Alaska Native & Black-African American		
Armenian		
Other		
Hispanic/Latino Ethnicity		
TOTAL (B) (Equal to Total of A)		
Elderly (Of Total (B)) (62 and Over)		
Disabled (Of Total (B))		
Female Head of Households (Of Total (B))		
Male Head of Households (Of Total (B))		
Burbank Residents (Of Total (B))		

III. Jobs – if applicable. (Tables A and B must total the same number)

	Total Job Count				Percent %
	Full time	Full time / low Mod	Part Time	Part Time Low / Mod	Low / Mod Jobs
Actually Created					
Actually Retained					
Enrolled in Job / vocational training					

IV. Activity Summary

1. **Provide a summary of expenditures for the quarter related to your CDBG grant.**

- *Grant Award Amount -*
- *Type of Expenditure – (i.e. public services, economic development, capital)*
- *Amount of grant funds spent during the quarter -*

2. **What were some of the project schedule / scope of service milestones accomplished during the quarter in order to meet annual objectives?**

3. **How accessible are your programs in the community? Please describe any marketing, outreach, networking, and other efforts taken during the quarter to promote your agency and services.**

4. **Please describe if any additional funds have been leveraged or matched with subsequent to your agency's CDBG Grant award. Please describe amount and the funding source.**

5. **Please describe any self-audits or monitoring of CDBG projects and programs that occurred during the quarter, regardless of the grant year. Please provide a summary of outcomes, performance evaluation, and status.**

6. Did your program generate any program income? If so, detail the amount, source, and projected use. Your Agency should also submit any financial data to date, including balance sheet, profit and loss statement, and other documents reflecting you financial condition.

7. Did your agency purchase any equipment for the performance of your program or project using CDBG funds? If so, please list the items and where they are located.

8. Please make any general comments about your program you wish to include or indicate any schedule of upcoming events.

Attachment 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.

5.Sexual Abuse and Molestation: If the Consultant's services involve contact with minors or vulnerable populations, the Consultant shall maintain coverage with limits no less than **$1,000,000 per occurrence** and **$2,000,000 aggregate** for damages arising out of actual or alleged acts of sexual abuse or molestation. This coverage may be provided as part of the Commercial General Liability policy or through a standalone Sexual Abuse and Molestation Liability policy. If included within the Commercial General Liability policy, coverage shall be provided on **ISO Form CG 20 10 11 85** or an equivalent form.

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.**

Attachment D

Other Legal and Program Requirements

Subrecipient is responsible for reviewing, understanding, and complying with all applicable legal and program requirements, including the requirements specific to the grants funding this program and those contained in the attached.

ATTACHMENT D-1

Citations for the Basic Elements of a Subrecipient Agreement

Provisions	24 CFR 570	2 CFR 200	Other Federal Regulations
1. National Objective Compliance/ Eligibility	570.200(a)(1)+(2), 570.201−570.209, 570.506		
2. Scope of Work	570.503		
3. Time of Performance	570.503		
4. Compensations and Method of Payment	570.502	200.305	
5. Program Income	570.500(a), 570.502(a)(3), 570.503(b)(3), 570.504		
6. Record-Keeping Requirements	570.502(a)(7), 570.506	200.333-335	
7. Reporting Requirements	570.502, 570.507	200.327-329	24 CFR 91.520
8. Public Access to Program Records	570.502, 570.508	200.336-337	
9. Grant Closeout Procedures	570.502, 570.509	200.343-345	
10. Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610	200.101-102	2 CFR 200
11. Reversion of Assets	570.502(a)(7), 570.503(b)(7), 570.505		
12. Real Property	570.502(a)(7), 570.503(b)(7), 570.505		
13. Other Program Requirements	570.503(b)(5), 570.600−603, 570.605−614		
14. Termination	570.502(a)(7), 570.503 (b)(6)	200.339	
15. Compliance with Laws/Regulations	570.501(b), 570.503(b)(5)	200.302(a), 303	
16. Antidiscrimination/Affirmative Action and EEO	570.601, 570.602, 570.607	200.300, 200.321	
17. Financial Management	570.502, 570.610	200.302-305, 200.327,	
18. Audits	570.502, 570.610	200.501	
19. Religious and Political Activities	570.200(j), 570.207		
20. Budget Modifications	570.502(a)(4), 570.503(b)(1)		
21. Monitoring	570.501(b), 570.503(b)(1)	200.328, 331	
22. Conflict of Interest	570.611	200.112, 318	
23. Procurement Methods	570.502	200.218-326	
24. Budget	570.503		
25. Project Schedule/Milestones	570.503		
26. Environmental Review	570.503(b)(3)(1)		

Other Program Requirements

Requirements	Federal Regulations	Other References
1. Federal Labor Standards • Davis-Bacon • Copeland Act (Anti-kickback) • Contract Work Hours and Safety Standards	24 CFR 570.603 29 CFR 1, 3, and 5	Section 110, Housing and Community Development Act of 1974 (HCDA); 40 U.S.C. 276a−276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 et seq.
2. Equal Employment Opportunity	24 CFR 570.601−602 24 CFR 570.607 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609 24 CFR 24	
4. Non-Discrimination	24 CFR 8 24 CFR 570.601 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608 24 CFR 35	42 U.S.C. 4821 et seq.
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/ National Environmental Policy Act/ Flood Insurance Requirements • Siting Near Airports and Coastal Barrier Resources • Fish and Wildlife Protection • Flood Plain • National Historic Preservation • Noise Abatement & Control • Wetlands • Air Quality • Coastal Zones • Endangered Species • Thermal/Explosive Hazards • Flood Insurance	24 CFR 570.503(b)(5)(i) 24 CFR 570.604 24 CFR 570.202 24 CFR 58 24.CFR 58.5 24 CFR 570.605 24 CFR 58.6	Sec. 104(g), HCDA 42 U.S.C. 4001 et seq.
10. Relocation, Real Property Acquisition, and One-for-One Housing Replacement • Uniform Relocation Act • Residential anti-displacement and relocation assistance • One-for-One Replacement	24 CFR 570.201(i) 24 CFR 570.606 49 CFR 24 24 CFR 570.606(c)(1)	Sec. 104(d) and 105(a)(11) of HCDA, www.hud.gov/relocation
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions

12. Section 108 Loan Guarantees	24 CFR 570.700−570.709	Sec. 108 of HCDA
13. Applicable Credits		A-87

Chapter 3: Resource

Requirements	Federal Regulations	Other References
14. Fair Housing Act, Title VII of the Civil Rights Act		
15. Executive Order 11063, as amended by Executive Order 12259	24 CFR 107	
16. Section 109 of Title I of the Housing and Community Development Act of 1974		
17. Section 3 of the Housing and Community Development Act of 1968		
18. Section 504 of the Rehabilitation Act of 1973		
19. The Americans with Disabilities Act (ADA) of 1990		
20. The Age Discrimination Act of 1975		
21. The Architectural Barrier Act of 1968		
22. Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs	24 CFR Part 5- Final Rule	
23. Building America, Buy America Act	2 CFR Part 184	

CITY OF BURBANK'S 2026-27 ANNUAL ACTION PLAN

CITY OF BURBANK
HOUSING AND HOMELESS SERVICES DIVISION
150 N. THIRD STREET
BURBANK, CA 91502

ANNUAL ACTION PLAN

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

The City of Burbank Annual Action Plan (Action Plan) for Fiscal Year (FY) 2026-27 covers the second year of the City's adopted Consolidated Plan for Fiscal Years 2025-2029. This planning document outlines the City's proposed project descriptions, resources, and outcomes for FY 2026-27 in order for the City to continue to receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) Program funding.

The funding methodology for the FY 2026-27 CDBG Projects and Programs contained in the Action Plan are based on eligible activities and programs that principally benefit low and moderate-income households; aid in the prevention or elimination of slums and blight; and meet other community development needs having particular urgency.

Community Development Block Grant

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. Entitlement communities, such as Burbank, are permitted to develop their own programs and funding priorities in order to build better Burbank neighborhoods, expand and increase economic opportunities, and provide improved community facilities and services. The City's distribution of CDBG funds is composed of the following process:

- A review of proposals for CDBG eligibility and consistency with the goals and objectives of the Consolidated Plan, and City Council Goals, as applicable;
- Evaluation of effective and efficient programs;
- Citizen participation / community input;
- Review of proposals and recommendations by City staff and the City's Community Development Block Grant Committee); and
- City Council approval.

HOME Investment Partnership Program (HOME)

HOME funds are allocated to the City of Burbank under the Cranston-Gonzalez National Affordable Housing Act enacted in 1990. This program provides federal funds for the development and rehabilitation of affordable rental and homeownership housing. Funds are allocated by HUD to qualifying participating jurisdictions based upon a variety of

demographic and housing factors. Except for a waiver granted for disaster-related funding, HOME funds are subject to a 25 percent match of non-federal or in-kind contributions.

The use of HOME funds will be based on individual proposals submitted to the Community Development Department that meet the Consolidated Plan Goals and Objectives. In addition, proposals are reviewed based on the leveraging of resources, financial feasibility, project affordability components, and the number of households to be assisted. Proposed programs and projects to be assisted with HOME funds will be presented to the City Council for consideration on a project-by-project basis.

Summarize the objectives and outcomes identified in the Plan

The Consolidated Plan's strategy to meet the needs of the community, referred to as a Strategic Plan, provides the general priorities and rationale for Burbank's investment of federal funds. The City identified three priority needs for the community and the corresponding goals to address them. The priority needs were formed based on the national objectives and outcomes supported by HUD.

Objectives

The national objectives originate from the statutory purposes of the formula grant programs:

- Provide decent affordable housing. The activities that typically would be found under this objective are designed to cover a wide range of housing possibilities under HOME and CDBG.
- Creating a suitable living environment. In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Creating economic opportunities. This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Outcomes

The outcomes reflect what the grantee seeks to achieve by the funded activity. The City of Burbank associates the national objectives to these outcomes.

- Availability/Accessibility;
- Affordability; and
- Sustainability.

Evaluation of past performance

HUD requires that grantees provide an evaluation of past performance. Since the program year 2025-26 is still in progress, the City of Burbank will evaluate performance outputs and

outcomes for CDBG and HOME in the Consolidated Annual Performance Evaluation Report (CAPER) for FY 2025-26 prior to September 30, 2026. Through the annual monitoring of CDBG and HOME sub-recipients, contractors, community-based organizations/developers, the City ensures federal compliance of CDBG and HOME, as well as reporting on outcomes of activities and programs.

Citizen Participation Summary

To encourage citizen participation in preparing the Action Plan, the City completed the following actions in accordance with the HUD approved Citizen Participation Plan.

- Extensive community outreach efforts as part of the 5-year consolidated plan process, including community meetings, stakeholder meetings, a community survey and social media campaign;
- Released a Request for Funding Proposals for program and project proposals for FY 2026-27 CDBG funding;
- Utilized the goals and objectives of the Consolidated and Homelessness Plans in reviewing activities and programs for CDBG funding;
- Conducted two public meetings, including one with the Community Development Block Grant Committee for the review of proposals, citizen participation, and funding recommendations;
- Solicited comments for 30 calendar days; and
- Held an agenized, public meeting on June 16, 2026, for the Annual Action Plan for Fiscal Year 2026-27 at the Burbank City Council.

Summary

It is expected that the City of Burbank will receive $16,643,177.71 in federal funding for FY 2026-27 to address goals and objectives of City's Consolidated Plan. The amount includes Section 8 Housing Choice Voucher Program renewal funding of $14,400,000, Continuum of Care Funding for chronically homeless people of $697,700, CDBG Funds totaling $1,069,143 and $476,334.71 in HOME Funds.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The AP-15 Expected Resources section outlines the anticipated financial resources available to the City of Burbank for the fiscal year 2026, which begins on July 1, 2026, and ends on June 30, 2027. This section highlights the primary funding sources, including

federal, state, and local allocations, that will be utilized to address the city's priority needs such as affordable housing development, homelessness prevention, infrastructure improvements, and economic development initiatives.

The expected resources for fiscal year 2026 reflect the city's commitment to maximizing available funding through strategic partnerships, leveraging additional investments, and ensuring that limited resources are allocated efficiently to serve the most vulnerable populations. By outlining projected funding levels and potential funding gaps, the AP-15 section sets the stage for how Burbank will implement its strategic goals, ensuring that residents have access to stable housing, essential services, and opportunities for economic advancement. This introduction provides a framework for understanding how financial resources will be utilized over the fiscal year to meet the city's objectives and deliver impactful programs that foster community well-being and resilience.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Annual Allocation	Program Income	Total	Narrative Description
CDBG	Public - Federal	Administration, Public Services, Public Infrastructure/Capital Projects	$1,069,143	$0	$1,069,143	CDBG funds will support general administration (20%), public services (15%), and capital improvements.
HOME	Public - Federal	CHDO Set-Aside, Multi-Family Rehabilitation/Acquisition, Administration	$476,334.71	$0	$476,334.71	HOME funds will be used for affordable housing acquisition, rehabilitation, or development including a 15% CHDO set-aside and 10% for administration.
Section 8 Housing Choice Voucher	Public-Federal	Rental Assistance only	$14,400,000	$0	$14,400,000	Section 8 Housing Choice Vouchers provide rental subsidies to extremely low-income individuals and families from the Housing

						Authority's waiting list.
Special Needs Assistance Program	Continuum of Care	Rental Assistance, Administration, Supportive Services	$697,700	$0	$697,700	The Permanent Supportive Housing Vouchers will provide rental assistance to individuals and families who meet the definition of chronic homelessness
					$16,643,177.71	

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages resources among the formula grant programs. For example, the CDBG program is leveraged by a variety of sources including private and public investment; in-kind services; and City General Funds. The match requirement of 25 percent of the total HOME funds drawn down for projects continues to be met by former redevelopment tax increment credits. As a result of the elimination of redevelopment tax increment, the City will be utilizing a match carry-over credit surplus derived from prior contributions by the former Burbank Redevelopment Agency for the development of affordable housing activities. The match carry-over credit surplus is approximately $7,632,041.77. The City will also pursue competitive public and private grants for the development and preservation of programs, housing, and services. During FY 2026-27, the City will consider competing for federal, state, County and private resources available for housing and community development opportunities listed above. Through Measure A, the city will receive a new funding source from the Los Angeles County Affordable Housing Solutions Agency (LACAHSA) to support affordable housing and homeless prevention efforts. Burbank plans to use these funds for programs such as direct project investments, and rent and utility assistance.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

<u>Affordable Housing Development</u>

One of the most pressing challenges Burbank faces is the shortage of affordable housing. The city's proximity to Los Angeles and its thriving entertainment industry have driven housing demand, leading to escalating rents and a growing affordability gap for low- to moderate-income households. The Burbank Civic Center site provide excellent opportunities for the development of affordable housing projects.

These areas are centrally located with access to public transportation, making them ideal candidates for Transit-Oriented Development (TOD). TOD projects are particularly valuable in

a city like Burbank, where access to jobs and public transit is crucial for residents to maintain their economic stability.

By repurposing these underutilized publicly owned sites, Burbank can expand its housing stock without requiring extensive land acquisition, which often presents a significant financial challenge in high-demand areas. Moreover, focusing on mixed-use developments that combine affordable housing with community amenities such as retail spaces, parks, or cultural centers could transform these areas into vibrant, inclusive communities that meet both housing and social needs.

Homelessness Solutions

Burbank faces a critical challenge in addressing homelessness, a situation that has been exacerbated by the rising cost of living and the persistent shortage of affordable housing in the region. Publicly owned land presents a strategic opportunity to develop much-needed homeless solutions.

In addition to traditional emergency shelters, publicly owned sites could also be used for the construction of non-congregate shelters, offering safer, more private accommodations that better serve the needs of vulnerable populations. These shelters could integrate supportive services—such as mental health counseling, case management, healthcare access, and job training—to help residents transition successfully into permanent housing. The city is undertaking the Buena Vista project by upgrading and renovating an existing 4,329 square foot building to create a new location for Home Again Los Angeles (HALA), a local nonprofit organization – consisting of 4 interim housing tiny homes, management rooms, a community room, job center, and intake/assessment room, etc. - on publicly owned land.

Strategic Benefits and Challenges

The strategic use of publicly owned land in Burbank offers several benefits. First, it allows the city to address pressing community needs without the high costs associated with acquiring private land. Public land also provides the city with greater control over zoning, land use, and development timelines, which is essential for ensuring that projects align with community goals and local regulations.

However, there are challenges to using publicly owned land for these purposes. One of the primary challenges is the competition for land use in a city with a high demand for housing, commercial development, and public infrastructure. Additionally, there may be community resistance to certain developments, particularly in areas where higher-density housing is proposed, mainly due to parking concerns. Addressing these concerns through community outreach, public forums, and transparent planning processes will be essential to ensure that projects gain community support.

Discussion

Publicly owned land in Burbank offers significant potential to address the city's most pressing housing and community development needs. With the increasing demand for affordable housing, the ongoing efforts to assist homeless populations, and the need for

community infrastructure improvements, leveraging publicly owned land strategically can help improve the city's long-term development goals.

AP-20 Annual Goals and Objectives

Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Projects	Goal Outcome Indicator
1	Homelessness	2026	2027	Housing	Citywide	Homelessness (*Homeless outreach, services, transitional Housing*)	CDBG: $109, 571.45	homeless outreach services; emergency assistance; & transitional housing	557 homeless individuals and families assisted
2	Public Services	2026	2027	Non-Housing Community	Citywide	Community / Social Services (*Youth, senior, and arts programming*)	CDBG: $50,814	social services; afterschool program; dental treatment; and eye and ear care services	3,698 low/mod-income residents assisted
3	Economic Development	2026	2027	Non-Housing Community	Citywide	Economic Development	CDBG: $0.00		(FY26 funding not allocated)
4	Community Facilities	2026	2027	Non-Housing Community	Citywide	Infrastructure Improvements (*Homeless shelter access center; Improves accessibility and safety*)	CDBG: $218,360	HALA access center; FSA security rehab; and KCDC roof replacement	6440 -low-income individuals assisted
5	Administration	2026	2027	Administration	N/A	Administration (*Program oversight, monitoring, planning*)	CDBG: $213,828.60; HOME: $47,633.40		Effective program delivery and compliance monitoring
6	Affordable Housing	2026	2027	Housing	Citywide	Affordable Housing (*Acquisition, rehabilitation, and preservation of affordable units; expand homeownership opportunities*)	HOME: $428,701.31 CDBG: $476,582.95	First-Time Homebuyer Program	HOME funding will be programmed later; CDBG -16 households assisted

Table 2 – Goals Summary

Goals Descriptions

Goal Name	Goal Description
Homelessness	Provide services such as emergency shelter, outreach, case management, and rapid rehousing for homeless individuals and families.
Affordable Housing	Develop, acquire, and rehabilitate affordable housing units to provide safe, decent housing for low- and moderate-income households.
Community Facilities	Improve and maintain community facilities to enhance accessibility, safety, and quality of life for low-income residents.
Economic Development	Support local businesses, foster job creation, and provide workforce development opportunities for low-income residents.
Public Services	Provide essential public services such as youth programs, senior services, health services, and support for vulnerable populations.
Administration	Ensure effective planning, oversight, and management of CDBG and HOME programs to meet community needs efficiently.

Projects

AP-35 Projects – 91.220(d)

Introduction

The AP-35 Projects – 91.220(d) section provides an overview of the specific projects and activities the City of Burbank will implement during the fiscal year 2026, from July 1, 2026, to June 30, 2027. These projects are designed to address the priority needs identified in the City's Consolidated Plan, including affordable housing, homelessness prevention, public services, economic development, and infrastructure improvements.

The City will utilize funding from the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) to support a range of initiatives that enhance the quality of life for low- and moderate-income residents. Each project aligns with the City's strategic goals and ensures that federal resources are used effectively to meet community needs. This section outlines the recommended funded projects, their objectives, target populations, and expected outcomes, demonstrating Burbank's commitment to building a more inclusive, sustainable, and supportive community.

Projects

Sort Order	Project Name
1	**Armenian Relief Society – Community Social Services Program**

2	**Boys & Girls Club – Afterschool & Summer Program Scholarships**
3	**Burbank Noon Lions – Indigent Eye Care & Ear Program**
4	**Family Service Agency – Residential Therapeutic Care for Special Needs Homeless**
5	**Home Again LA - Burbank Temporary Aid Center - Emergency Assistance**
6	**Home Again LA – Homeless Outreach Services**
7	**Kids Community Dental Clinic – Dental Treatments for Low-Income Children**
8	**Community Development Department - First Time Homebuyer Program**
9	**Family Service Agency – Facility Security Upgrades**
10	**Home Again LA – Homeless Access Center**
11	**Kids Community Dental Clinic – Roof Replacement**
12	**CDBG Administration**
13	**HOME Administration**
14	**HOME Affordable Housing Project**

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The FY 2026-27 Annual Action Plan will address the Consolidated Plan goals and objectives established for Fiscal Years 2025-2029. The reasons for allocation priorities in the City of Burbank's Annual Action Plan for fiscal year 2026 are based on a comprehensive assessment of community needs, public input, and the City's commitment to addressing the most pressing challenges faced by low- and moderate-income residents. The allocation of funds prioritizes programs and services that provide affordable housing, prevent homelessness, improve infrastructure, with a particular focus on vulnerable populations such as homeless individuals, seniors, and low-income families.

These priorities were determined through extensive consultation with stakeholders, including community organizations, service providers, and residents, as well as an analysis of data from the City's Consolidated Plan, the Housing Element, and the City's Five-Year Homelessness Plan. Areas with a high concentration of low-income households, aging infrastructure, and limited access to essential services were identified as key targets for investment.

Despite these efforts, several obstacles exist in addressing underserved needs. Limited funding remains a significant challenge, as the demand for affordable housing, social services, and economic opportunities often exceeds the resources available. High land costs, and regulatory barriers further complicate the development of affordable housing and the provision of services. Additionally, the increasing cost of living in Burbank continues to strain low-income households, making it difficult to achieve long-term stability without sustained

support.

To overcome these challenges, the City is leveraging federal funds with County funds and local and private resources, pursuing competitive grants, and fostering partnerships with nonprofit organizations and private developers. However, addressing the full spectrum of needs in the community will require continued innovation, collaboration, and advocacy for additional resources.

AP-38 Project Summary

Project Summary Information

Sort Order	Project Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Armenian Relief Society – Community Social Services Program	2026	2027	Non-Housing Community	Citywide	Community / Social Services (*Case management and senior support services*)	CDBG $13,000	178 unduplicated low-income clients assisted
2	Boys & Girls Club – Afterschool & Summer Program Scholarships	2026	2027	Non-Housing Community	Citywide	Community / Social Services (*Youth development and enrichment*)	CDBG $19,900	60 low-income children assisted
3	Burbank Noon Lions—Indigent Eye Care & Ear Program	2026	2027	Non-Housing Community	Citywide	Community / Social Services (*Eye and ear care for low-income seniors and children*)	CDBG $3,000	31 low-income clients assisted
4	Family Service Agency – Residential Therapeutic Care	2026	2027	Housing	Citywide	Homelessness (*Transitional support for homeless families*)	CDBG: $24,900	7 families assisted with permanent housing transitions
5	Home Again LA - Burbank Temporary Aid Center – Emergency Assistance	2026	2027	Housing/Non-Housing	Citywide	Homelessness (*Emergency food, rental, and utility assistance*)	CDBG: $39,900	450 low-income clients stabilized
6	Home Again LA – Homeless Outreach Services	2026	2027	Housing	Citywide	Homelessness (*Street outreach and housing navigation*)	CDBG: $44,771.45	100 homeless households assisted
7	Kids Community Dental Clinic – Dental Treatments for Low-Income	2026	2027	Non-Housing Community	Citywide	Community / Social Services (*Education on tooth decay prevention, children receiving fluoride*	CDBG: $14,900	3429 low-income children

	Children					*treatment, and access to dental care*)		
8	CDD- First Time Homebuyer Program	2026	2027	Housing	Citywide	Affordable Housing (*Financial assistance in the form of closing cost support and down payment grants to qualified first-time homebuyers*)	CDBG: $476,582.95	16 households assisted
9	Family Service Agency – Facility Security Rehab	2026	2027	Non-Housing Community	Citywide	Infrastructure Improvements (*Replacement of the security system with modern infrastructure to ensure the protection of clients, staff, and facility assets*)	CDBG: $15,000.00	7 families assisted with permanent housing transitions
10	Home Again LA -Homeless Access Center	2026	2027	Housing	Citywide	Infrastructure Improvements (*Construction to Install Tiny Homes and renovate structure for case management*)	CDBG: $153,360.00	4 Families assisted (tiny homes) 100 families assisted (case management)
11	Kids Community Dental Clinic - Facility Improvement	2026	2027	Non-Housing Community	Citywide	Infrastructure Improvements (*Facility improvement -Roof replacement*)	CDBG: $50,000.00	3,429 low-income children
12	CDBG Administration	2026	2027	Administration	N/A	Program oversight and compliance	CDBG: $213,828.60	Effective program delivery
13	HOME Administration	2026	2027	Administration	N/A	HOME program compliance and planning	HOME: $47,633.40	Effective program delivery
14	HOME Affordable Housing Project (TBD)	2026	2027	Housing	Citywide	Affordable Housing Project	HOME: $428,701.31	TBD

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

For the 2026–2027 program year, the City of Burbank will adopt a citywide approach to allocating its federal entitlement funds, with targeted investments in programs that address homelessness and support the most vulnerable residents. While the City has historically focused on areas such as Verdugo-Lake, Elmwood, Golden State, Peyton-Grismer, and Lake-Alameda—formerly identified as Focus Neighborhoods due to their concentrations of low- and moderate-income households - the current strategy emphasizes broader service delivery across the entire city.

The City's primary geographic priority for 2026–2027 will be supporting homeless programs and services, and affordable housing. In addition, the City will direct CDBG funds to strengthen the capacity of local social service agencies providing emergency assistance, rental support, mental health care, and case management to homeless and low-income households.

Although some projects may continue to operate within historically underserved neighborhoods, Burbank's citywide allocation strategy reflects an increased demand for homeless services and supportive programs that extend beyond neighborhood boundaries. This approach aligns with the City's Consolidated Plan priorities, which emphasize housing stability, poverty reduction, and equitable access to essential services across Burbank.

Rationale for the priorities for allocating investments geographically

Although some projects may continue to operate within historically underserved neighborhoods, Burbank's citywide allocation strategy reflects an increased demand for homeless services and supportive programs that extend beyond neighborhood boundaries.

Discussion

The 2026–2027 geographic funding strategy will include a citywide investment strategy that emphasizes crisis response and stabilization. The decision to prioritize the homeless programs and services and support for local social service agencies is rooted in the City's broader goals to prevent homelessness, preserve housing stability, and improve the quality of life for the most vulnerable residents.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Tables 5 and 6 below include proposed accomplishments for CDBG, HOME, and Section 8 for FY 2026-2027. The City is proposing to achieve one-year accomplishments based on the goals and objectives listed in Table 6. The categories pertaining to the Homeless Goals include emergency services, case management, counseling, job placement, resume building, social services, and general assistance to the homeless and those at-risk of homelessness. Non-Homeless Goals include youth programs, childcare, senior services, health awareness and other public services. Special Need Goals include services for the disabled, mentally ill, and substance and alcohol abuse. The goals for the number of households to receive permanent housing are derived from the Section 8 Program, acquisition of multi-family housing as permanent affordable housing units, and Permanent Supportive Housing Vouchers.

Category	Number of Households to be Supported
Homeless	87 households
Non-Homeless	1047 households
Special-Needs	20 households
Total	1,154 households

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	Number of Households
Rental Assistance	1,154 households
The Production of New Units	0 households
Rehab of Existing Units	0 households
Acquisition of Existing Units	0 households
Total	1,154 households

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

For Fiscal Year 2026, the City of Burbank will continue to emphasize rental assistance through programs such as the Section 8 Housing Choice Voucher Program, Emergency Housing and Permanent Supportive Housing voucher. In addition, the City of Burbank received funding for five Foster Youth to Independence (FYI) vouchers. The FYI initiative offers rental assistance for up to 36 months to eligible youth aged 18 to 24 with a history in foster care. In addition to housing support, youth are provided with life skills training, career counseling, and educational guidance, including access to workforce development programs and the Family Self-Sufficiency (FSS) program, which can extend assistance for up to 24-months. These tools remain central to the City's strategy to address the immediate housing needs of extremely low-income households, individuals with disabilities, seniors, and those experiencing or at risk of homelessness.

At the same time, Burbank is making measurable progress on expanding its long-term affordable housing stock. Several entitled and pending residential developments are in the pipeline and are expected to contribute toward meeting the City's Regional Housing Needs Allocation (RHNA) targets. Key projects advancing during the 2021–2029 planning period include:

- La Terra at 777 First Street: 573 units, including 69 moderate-income units (Burbank Housing Element, p. 1-74).
- First Street Village: 275 units, including 14 affordable units (Burbank Housing Element, p. 1-74).
- 2311 N. Hollywood Way (former Fry's site): 862 units, including 80 very low-income units through a density bonus (Burbank Housing Element, p. 1-74).
- 2814 W. Empire Avenue: 148 units of 100% affordable housing, including 118 low-income units (Burbank Housing Element, p. 1-75).
- Premier on First (103 E. Verdugo Avenue): 154 units, including 24 affordable units under a 22.5% density bonus (Burbank Housing Element, p. 1-74).
- Bob Hope Center (3201 W. Olive Avenue): 123 units, with 15% set aside for very low-income households (Burbank Housing Element, p. 1-75).

Additionally, major planning efforts such as the Downtown Transit-Oriented Development (TOD) Specific Plan and the Golden State Specific Plan (GSSP) include opportunity sites projected to accommodate more than 6,000 new housing units, with over 3,000 units designated for lower-income households. (Burbank Housing Element, p. 1-50)

These efforts are further supported by policies such as the City's Inclusionary Housing Ordinance, implementation of SB 35 streamlining, and incentives provided under state density bonus law. Together, they reflect a strategic approach that balances immediate rental assistance with long-term housing production and rehabilitation to address the needs of Burbank's most vulnerable residents.

AP-60 Public Housing – 91.220(h)

Introduction

This section provides an overview of the City of Burbank's approach to public housing and its efforts to assist low-income households through the administration of rental assistance programs. While Burbank does not own or operate public housing units, the City, through the Burbank Housing Authority, administers the Section 8 Housing Choice Voucher Program, which offers vital rental subsidies to low-income individuals and families.

This section outlines the City's strategies for supporting residents receiving rental assistance, encouraging participation in homeownership programs, and ensuring that households have access to safe, affordable, and stable housing. Burbank's commitment to providing rental assistance rather than operating public housing reflects its focus on leveraging available resources to meet the needs of its most vulnerable residents in a community where affordable housing remains a significant challenge.

Actions planned during the next year to address the needs to public housing

Burbank does not have any public housing units. However, the City recognizes the ongoing need for affordable housing and remains committed to addressing these needs through the administration of the Section 8 Housing Choice Voucher Program, which provides rental assistance to low-income households (U.S. Department of Housing and Urban Development [HUD], Section 8 Program Overview).

In the next year, the Burbank Housing Authority will continue to assist families, seniors, and individuals with disabilities by ensuring that vouchers are distributed efficiently and that participants receive necessary support services.

As part of its broader affordable housing strategy, the City is also advancing projects like the Fairview Street Affordable Housing Development, which will create additional permanently affordable units targeted to low- and moderate-income households. The Fairview project represents a key opportunity to expand the City's supply of deeply affordable housing, helping to stabilize vulnerable households and promote access to safe, decent, and affordable homes.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

While Burbank does not have public housing residents, the City actively encourages participants in the Housing Choice Voucher Program to become more involved in housing-related initiatives and pursue homeownership opportunities. The Burbank Housing Authority offers programs such as the Family Self-Sufficiency (FSS) Program, which provides participants with case management, financial literacy education, and employment support. These services help voucher holders build savings, improve their credit, and develop the financial skills necessary for homeownership. The City partners with local nonprofit organizations to offer workshops on homeownership, budgeting, and mortgage assistance. By fostering financial independence and providing education on the homebuying process, Burbank aims to help low-income families transition from rental assistance to owning their homes, thereby promoting long-term housing stability and economic empowerment. Additionally, Burbank will operate a First-Time Homebuyer Assistance Program, funded through CDBG for low- and moderate-income households. This program will provide financial assistance such as down payment grants and closing cost support. By reducing financial barriers, the program helps residents transition from rental housing to homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Burbank Housing Authority is not designated as a troubled agency under 24 CFR Part 902. This designation is applied to public housing agencies that fail to meet specific performance standards related to financial management, program compliance, and the physical condition of housing units. The Burbank Housing Authority has consistently met HUD's standards for effective administration of the Housing Choice Voucher Program, ensuring timely distribution of rental assistance, compliance with federal regulations, and proper financial management. As a result, no financial assistance or intervention is required. The Housing Authority remains dedicated to maintaining its high performance, providing quality services to residents, and continuously improving its housing programs to meet the needs of the community.

Discussion

The AP-60 section highlights the City of Burbank's approach to addressing affordable housing needs without the presence of public housing units. Although Burbank does not operate public housing, the City is committed to supporting low-income households through the administration of the Section 8 Housing Choice Voucher Program and the First Time Homebuyer Program. These programs serve as the primary mechanism for providing rental assistance and home ownership opportunities to eligible families, seniors, and individuals with disabilities, ensuring they have access to safe and affordable housing within the community.

Burbank's Housing Authority remains focused on maintaining high standards in program administration, ensuring that vouchers are efficiently distributed and that participants receive necessary support. The City also encourages voucher holders to participate in programs that promote financial independence and homeownership, such as the Family Self-Sufficiency (FSS) Program, which provides financial literacy training, credit counseling, and homeownership education. These efforts aim to help families transition from rental assistance to homeownership, fostering long-term stability and economic mobility.

The absence of public housing presents challenges in meeting the full scope of housing needs, particularly as the demand for affordable units continues to grow. However, Burbank's proactive approach to leveraging federal funds, collaborating with community partners, and exploring innovative housing solutions helps mitigate these challenges. The City's commitment to preserving and rehabilitating existing affordable housing units, alongside its efforts to support voucher recipients, reflects a comprehensive strategy to address housing affordability and accessibility for its most vulnerable residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

For many years, the City has confronted the challenge of homelessness through multiple arenas that have involved partnerships and coalitions, financial contributions, and indirect participation in serving the homeless in the community.

In an ongoing effort to continue to address the needs of the homeless and those at-risk of homelessness, the City will continue its partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless case management; and engage the homeless through a street outreach component in order to connect them to available services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City of Burbank's 2026 strategy to reduce homelessness focuses on coordinated outreach, emergency services, transitional support, and permanent housing. The primary homeless population includes single males (18–44), older adults (55+), and families with children. Many

older adults and families remain undercounted, prompting expanded outreach to connect them with available resources.

Street Outreach: The homeless street outreach team provides robust outreach and engagement with Burbank's homeless population. This also includes, completing HMIS entries, and providing referrals to programs and services. The team assists with encampment cleanups, supports housing and reunification efforts, and participates in local and regional meetings to maintain coordinated care. In addition, Home Again LA conducts targeted street outreach and case management, identifying unsheltered individuals and connecting them to shelter, services, and housing through the LA Continuum of Care Coordinated Entry System (CES).

Emergency Assistance: The Burbank Temporary Aid Center (BTAC) provides emergency rental and utility aid, food, showers, and laundry facilities to stabilize approximately 450 low-income and homeless residents annually. Under the Measure A Local Solutions Fund, the city provides reunification support, including mediation services and travel assistance such as bus, train, or airfare, to help participants safely reconnect with family or friends. The program also offers financial assistance to households at risk of losing their housing, using these funds to cover rental arrears and utility payments to prevent homelessness.

Transitional & Permanent Housing: The Family Service Agency supports homeless families with transitional housing services, including emergency aid, deposits, furnishings, and case management to support long-term stability.

Emergency Housing Vouchers: The Burbank Housing Authority manages 67 Emergency Housing Vouchers under ARPA, prioritizing people experiencing or at risk of homelessness, domestic violence survivors, and those exiting homelessness. As of the latest update, all vouchers are issued, and 50 individuals are housed.

Foster Youth to Independence (FYI) Vouchers: The Burbank Housing Authority now manages 5 vouchers by providing vital support to youth transitioning out of foster care, helping those who are homeless or at risk of homelessness. As of the latest update, all five vouchers are issued.

Mental Health & Crisis Response: The Burbank Mental Health Evaluation Team (BMHET) - a collaboration between the Police Department and LA County Department of Mental Health - uses a co-response model pairing officers with clinicians to respond to individuals in crisis. BMHET connects people to mental health care and housing, helping reduce hospitalizations, incarceration, and long-term homelessness.

Comprehensive Approach: The year-round Homeless Outreach Program, operated by the City, engages unsheltered individuals and families, linking them to CES and services. Teams provide food, hygiene supplies, emergency referrals, and assessments to develop personalized service plans addressing mental health, substance use, and housing needs.

By combining outreach, crisis response, emergency aid, transitional housing, and federal vouchers, Burbank delivers a multi-layered strategy focused on early intervention, stabilization, and permanent housing for its most vulnerable populations.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Burbank acknowledges that reaching unsheltered homeless individuals is a crucial first step in addressing homelessness. To this end, the City's Homeless Outreach Program operates year-round, identifying and engaging unsheltered individuals and families. This program collaborates closely with the Los Angeles Continuum of Care Coordinated Entry System (CES), ensuring that homeless individuals are identified, assessed for their unique needs, and connected to appropriate services. Outreach teams provide immediate assistance, including food, hygiene supplies, and emergency shelter referrals, while conducting comprehensive assessments to create personalized service plans. These plans often include mental health services, addiction treatment, and case management support.

Additionally, the Burbank Mental Health Evaluation Team (BMHET), a collaborative initiative between the Burbank Police Department and the Los Angeles County Department of Mental Health, is critical in engaging homeless individuals with mental health needs. Through its co-response model, BMHET ensures that individuals in crisis receive prompt mental health intervention, which helps reduce the risk of prolonged homelessness due to untreated mental health disorders. Furthermore, BMHET fosters long-term relationships with these individuals, encouraging them to accept services and transition into stable housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

Burbank addresses the need for emergency shelter through a combination of local programs and regional partnerships. While Burbank does not have a year-round low-barrier emergency shelter, the City provides referrals for homeless individuals to access winter shelters, when open, in Los Angeles County from December to March. Additionally, the City collaborates with Home Again Los Angeles (HALA) to provide emergency shelter, transitional housing, and rapid rehousing services. HALA operates through a network of local faith communities that offer short-term shelter while case managers work with clients to secure long-term housing solutions.

The Burbank Housing Corporation also contributes significantly by owning and managing transitional and permanent supportive housing units dedicated to homeless families, veterans, and survivors of domestic violence. These units offer not just shelter but also essential supportive services such as counseling, job training, and childcare, creating a pathway from homelessness to stability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) assist the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again and helping low-income individuals and families to avoid becoming homeless.

Helping homeless persons make the transition to permanent housing and independent living, The City of Burbank is committed to ensuring that homeless individuals and families not only

find shelter but also transition to permanent housing and independent living. Through its Rapid Rehousing programs, Burbank provides short-term rental assistance coupled with intensive case management. These programs help homeless individuals and families secure permanent housing while also offering supportive services such as financial literacy training, employment assistance, and mental health counseling. By addressing the underlying causes of homelessness, such as unemployment and mental health challenges, these programs aim to reduce the duration of homelessness and support long-term stability.

The Burbank Housing Authority administers Permanent Supportive Housing vouchers, which provide long-term rental assistance and support services to chronically homeless individuals and families, including veterans. These vouchers are crucial for helping vulnerable populations maintain stable housing while accessing ongoing support, including medical care, substance abuse treatment, and life skills training.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City has strengthened its efforts to prevent homelessness and protect tenants through the creation of its Housing Enforcement Unit (HEU) and its ongoing partnership with the Housing Rights Center (HRC). Established in June 2024, the HEU investigates housing and habitability concerns and enforces tenant protections under state and local laws, directing complaints to appropriate channels such as the City Attorney's Office, Code Enforcement, HRC, or mediation programs. In coordination with HRC, the City also works to address and prevent housing discrimination by investigating complaints, providing education and outreach, and offering legal counseling through workshops and housing rights clinics. This collaborative approach ensures residents have access to critical resources, legal support, and early intervention services that help stabilize housing and reduce the risk of displacement and homelessness.

To prevent individuals and families from becoming homeless again, Burbank offers comprehensive homelessness prevention services, including legal assistance for tenants facing eviction, mediation services for landlord-tenant disputes, and emergency financial assistance for rent and utilities. The City's partnership with HALA also ensures that formerly homeless families receive ongoing case management for up to six months after securing housing, providing a safety net that helps prevent a return to homelessness. The city has been operating a motel voucher program to provide immediate, short-term housing for families experiencing homelessness. In November 2024, voters approved Measure A which increased the sales tax to expand funding for homeless-related programs under the local solutions fund. Burbank currently partners with Home Again Los Angeles to administer the program, which provides motel vouchers for families with children, along with dedicated case management services. In addition, an outreach coordinator from HALA works directly with participating families to connect them to resources and support their transition from temporary motel stays into permanent housing.

In the coming year, Burbank's coordinated efforts will focus on expanding outreach, enhancing emergency shelter and transitional housing options, and strengthening programs that help homeless individuals transition to permanent housing. These actions are designed to create a more supportive and responsive system that addresses the immediate and long-term needs of homeless individuals and families, ultimately reducing homelessness in the community.

Discussion

The City of Burbank's comprehensive approach to preventing homelessness reflects its commitment to addressing the unique needs of low-income individuals and families. Through its motel voucher program and partnership with Home Again Los Angeles, Burbank provides immediate short-term shelter along with case management and support services. This coordinated effort helps stabilize families during a crisis while connecting them to resources that guide their transition from temporary motel stays into permanent housing. These services together help reinforce the City's ongoing work to support vulnerable households and reduce the risk of homelessness in the community. Burbank's Rapid Rehousing Program provides critical financial assistance and case management to help at-risk households secure permanent housing and avoid homelessness. By covering initial housing costs and offering ongoing support, these programs remove financial barriers that often prevent low-income families from maintaining stable housing. The City's collaboration with local hospitals, mental health facilities, and foster care systems ensures that individuals discharged from these institutions are connected to essential services, including mental health care, substance abuse treatment, and job training, further reducing the risk of homelessness.

Legal assistance services play an essential role in Burbank's homelessness prevention strategy by protecting at-risk families from unlawful evictions and resolving housing disputes. In addition to these efforts, the City's Housing Enforcement Unit (HEU), along with its partnership with the Housing Rights Center (HRC), helps provide enforcement, education, and early intervention. Through investigating complaints, offering legal counseling, and conducting fair housing outreach, the City connects its residents to resources and protections that support housing stability and help prevent displacement.

Burbank's integrated approach highlights its dedication to supporting the most vulnerable members of the community. By combining financial assistance, legal support, employment services, and strong partnerships with public institutions and nonprofit organizations, the City ensures that individuals and families have the resources necessary to maintain stable housing and achieve long-term self-sufficiency.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Burbank is making significant efforts to identify housing problems and reshape its policies and programs to meet the community's needs in the coming years. Despite ongoing efforts to increase the supply of affordable units, several barriers continue to hinder progress,

including high land costs, limited availability of developable land, and rising construction expenses.

Economic factors such as increasing rents and stagnant wages also contribute to the affordability crisis, making it difficult for low- and moderate-income households to secure stable housing. This section highlights Burbank's commitment to addressing these barriers through policy changes, financial incentives, and collaborative efforts with developers, nonprofit organizations, and community stakeholders to expand affordable housing opportunities and ensure access to housing for all residents.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

To remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing, the City of Burbank has outlined several actions in its FY 2026-2027 Annual Action Plan. One of the key initiatives is the adoption of the sixth cycle Housing Element for the 2021-2029 planning period, which requires the City to plan for the development of 8,772 units by zoning adequate sites for housing and removing governmental constraints to development. This aligns with the City Council's goal to produce 12,000 new units by 2035, particularly along the Interstate 5 freeway corridor, Downtown Burbank, the Airport District, and the Media District.

To address zoning and land use barriers, Burbank's Zoning Ordinance permits a variety of residential development types, including single-family, multi-family, second units, and manufactured housing. Emergency shelters for the homeless are allowed in certain industrial zones, and transitional housing is permitted in multi-family districts, depending on the project's structure. The City also offers density bonuses and an inclusionary housing ordinance to encourage affordable housing development.

Additionally, the City has committed to updating multi-family development standards, re-evaluating parking, setbacks, and height requirements to enhance development feasibility, especially on smaller parcels. Development fee waivers are provided for affordable units, and incentives such as fast-track permitting and financial assistance are offered to developers. The Downtown Transit-Oriented Development Specific Plan and Golden State Specific Plan will include clear and objective standards to streamline housing approvals and promote affordable housing development.

Through these actions, Burbank aims to reduce regulatory barriers, encourage higher-density developments, and provide financial incentives, ultimately expanding the supply of affordable housing and improving access for low- and moderate-income residents.

Discussion:

The City of Burbank recognizes that high land costs, limited developable land, and regulatory constraints such as zoning ordinances, building codes, and development fees create significant barriers to affordable housing. In response, Burbank has implemented a multi-

faceted strategy to reduce these barriers and encourage the development of affordable housing throughout the city.

A key component of this strategy is the adoption of the sixth cycle Housing Element for the 2021-2029 planning period, which sets a target of developing 8,772 new housing units by zoning adequate sites for residential development and removing governmental constraints. This plan is aligned with the City Council's broader goal of producing 12,000 new housing units by 2035, focusing on high-potential areas such as the Interstate 5 freeway corridor, Downtown Burbank, the Airport District, and the Media District

Burbank's Zoning Ordinance has been designed to accommodate a variety of residential development types, including multi-family housing, accessory dwelling units, and transitional housing, while also allowing emergency shelters in industrial zones. The City offers density bonuses and incentives to developers who include affordable units in their projects, thus making it more financially feasible to build affordable housing.

To further streamline development, Burbank is revising multi-family development standards by reducing parking requirements, modifying setback standards, and increasing allowable building heights. These changes aim to make development more feasible, particularly on smaller parcels that are often overlooked due to regulatory constraints. Additionally, development fee waivers for affordable housing units, expedited permitting processes, and financial assistance for affordable housing projects are key measures that Burbank is implementing to attract developers and reduce the financial burden associated with affordable housing construction.

The City's Downtown Transit-Oriented Development Specific Plan and Golden State Specific Plan are also being updated to include clear and objective standards for housing development, ensuring that projects can move forward without unnecessary delays. These initiatives are expected to facilitate higher-density developments near transit hubs, providing affordable housing options in accessible locations.

AP-85 Other Actions – 91.220(k)

Introduction:

This section highlights the City's commitment to enhancing the quality of life for all residents, particularly low- and moderate-income households, through initiatives aimed at reducing poverty, improving access to essential services, and fostering community development. Burbank's strategies include promoting economic opportunities, providing public services such as childcare and mental health support, enhancing infrastructure in underserved areas, and ensuring fair housing practices. These actions reflect the City's holistic approach to community development, addressing social, economic, and housing challenges to create a thriving community for all residents. In response to attempting to meet the needs of the underserved, a significant amount of the City's housing resources are directed towards creating affordable housing and providing services to low and moderate-income persons through Section 8, CDBG, and the HOME during FY 2026-27.

Actions planned to address obstacles to meeting underserved needs

The City of Burbank is committed to overcoming obstacles that hinder the delivery of services to underserved populations. Utilizing the Housing Element, Burbank plans to repurpose underutilized publicly owned sites for affordable housing and community development. This approach helps reduce financial barriers related to land acquisition and promotes mixed-use developments that combine affordable housing with community amenities such as parks and retail spaces. Burbank will also expand partnerships with community-based organizations to provide essential services like mental health support, job training, and financial literacy programs, particularly targeting low-income households in neighborhoods.

Actions planned to foster and maintain affordable housing

Burbank's Housing Element emphasizes policies that support affordable housing development and preservation. The City will update zoning and land use policies to encourage the construction of affordable units, particularly in high-need areas such as Downtown Burbank and the Golden State/Airport District. Financial incentives for developers, including density bonuses, fee waivers, and expedited permitting, are designed to reduce construction costs and make affordable housing projects more feasible.

Actions planned to reduce lead-based paint hazards

Burbank has implemented comprehensive measures to address lead-based paint hazards, particularly in housing units built before 1978 that present the greatest risk of exposure. The City utilizes federal guidelines and funding sources, such as the HUD Lead Hazard Control Grant Program, to support lead hazard assessments and remediation activities in homes occupied by low-income families with young children (U.S. Department of Housing and Urban Development, *Lead Hazard Control and Healthy Homes Program*). In collaboration with the Los Angeles County Department of Public Health, the City promotes public education through community workshops and outreach materials to increase awareness of lead poisoning risks and promote safe renovation practices.

Lead safety protocols are fully integrated into Burbank's housing rehabilitation programs, in compliance with 24 CFR Part 35 – Lead-Based Paint Poisoning Prevention in Certain Residential Structures, which mandates lead inspections and remediation in all federally funded projects involving pre-1978 housing.

Actions planned to reduce the number of poverty-level families

Based on the Consolidated Plan's Needs Assessment and available resources for program year 2026-27, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. The City will also expand and create new partnerships with service providers and community-based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions will be achieved by:

- Seeking opportunities to create new affordable housing by leveraging limited funding resources with private, federal, state and County governmental subsidies and grants;

- Supporting permanent supportive housing for chronically homeless veterans by fostering effective supportive services that will promote self-sufficiency;
- Allocating 15 percent of CDBG entitlement funds for public services;
- Supporting case management services for homeless individuals and families and those at risk of becoming homeless; and
- Providing a range of economic development opportunities for economic growth that may benefit low-to-moderate income residents.

Actions planned to develop institutional structure

Burbank's institutional structure for delivering housing and community development programs is built on strong partnerships with public agencies, nonprofit organizations, and private sector stakeholders. The Burbank Housing Authority, Department of Community Development, and local nonprofits such as Home Again Los Angeles work collaboratively to implement the City's Consolidated Plan. The City will continue to engage these partners through regular coordination meetings, technical assistance, and shared resources, ensuring that services are delivered efficiently and gaps in the system are addressed.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Burbank will enhance coordination between public and private entities by fostering partnerships that leverage resources for affordable housing and social services. Initiatives include collaborating with the Burbank-Glendale-Pasadena Regional Housing Trust to finance affordable housing projects and working with local service providers to deliver comprehensive support services. Burbank's participation in regional initiatives ensures that resources are effectively allocated to meet the needs of low-income and homeless residents, creating a seamless support network that spans housing, employment, and social services. The City will continue to expand on developing partnerships with public service organizations throughout FY 2026-27.

Discussion:

The City of Burbank's planned actions reflect a comprehensive approach to addressing housing affordability, poverty reduction, and community development. By leveraging the Housing Element, Burbank aims to overcome obstacles to meeting underserved needs through strategic use of public land for affordable housing, partnerships with community organizations, and targeted service delivery in economically vulnerable neighborhoods. These efforts aim to provide critical support to low-income households, ensuring access to essential services such as mental health care, job training, and financial assistance.

To foster and maintain affordable housing, Burbank is updating zoning policies, providing financial incentives for developers, and investing in the rehabilitation of aging housing stock. These measures not only encourage the development of new affordable units but also preserve existing options, particularly in areas with high concentrations of low-income residents. The City's proactive approach to reducing lead-based paint hazards includes integrating lead safety measures into housing rehabilitation programs and conducting public education campaigns to protect vulnerable families, especially those with young children.

Burbank's efforts to reduce poverty focus on providing economic opportunities through job training, workforce development, and youth services. By equipping residents with the skills and resources needed to achieve financial independence, the City aims to break the cycle of poverty and promote long-term stability for low-income families. The development of a robust institutional structure, built on partnerships with public agencies, nonprofits, and private sector stakeholders, ensures that housing and community development programs are implemented efficiently and effectively.

Enhanced coordination between public and private housing providers and social service agencies is a cornerstone of Burbank's strategy. Collaborative initiatives with regional housing trusts, local service providers, and national programs ensure that resources are allocated where they are most needed. This coordinated approach creates a seamless support system for low-income and homeless residents, integrating housing assistance with employment services, healthcare, and social support to foster self-sufficiency and improve quality of life across the community.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	The City's CDBG Program Income for FY 2026-27 is $0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	The City does not participate in the Section 108 Loan Guarantee Program.
3. The amount of surplus funds from urban renewal settlements	The City does not receive any urban renewal settlement funds.
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	At this time, there have been no additional grant funds returned to the line of credit for new activities or programs.

5. The amount of income from float-funded activities	The City's CDBG Program does not receive income from float-funded activities.
Total Program Income	$0

Other CDBG Requirements:

1. The amount of urgent need activities	The City's CDBG Program will not have activities to fund for FY 2026-27 under urgent needs.
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income	100 percent

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

In addition to the eligible uses of HOME funds outlined in Section 92.205, the City of Burbank actively pursues and leverages a variety of complementary funding sources to support affordable housing development. Chief among these is the Low-Income Housing Tax Credit (LIHTC) program, which attracts significant private equity investment for new construction and rehabilitation projects. At the local level, the Burbank-Glendale-Pasadena Regional Housing Trust plays a critical role in bridging financing gaps, particularly for projects serving extremely low- and low-income households. Together, these funding sources complement HOME allocations and are essential to ensuring the feasibility, quality, and long-term affordability of housing developments in Burbank.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

While the City's HOME Program has traditionally focused on affordable rental housing, guidelines for resale and recapture will be established if HOME funds are allocated to homebuyer activities. These guidelines will ensure that any home purchased with HOME funds remains affordable to low-and moderate-income households. Homebuyers receiving assistance will be required to repay a portion of the assistance upon resale, or the home must be resold to another eligible low-income buyer, ensuring that affordability is maintained over time.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds, See 24 CFR 92.254(a)(4) are as follows:**

To maintain long-term affordability, Burbank's resale and recapture guidelines will comply with 24 CFR 92.254(a)(4). These guidelines will include minimum affordability periods based on the amount of HOME assistance provided, ensuring that units remain affordable for 5 to

20 years, depending on the level of investment. Resale provisions will require that units be sold at affordable prices to income-qualified buyers, while recapture provisions will allow the City to recoup funds upon resale, which can then be reinvested in additional affordable housing projects.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

   If the City elects to refinance existing multifamily housing debt using HOME funds, stringent guidelines will be implemented. These include ensuring that rehabilitation is the primary activity, establishing a minimum rehabilitation investment per unit, and demonstrating that the project will remain affordable for at least 15 years. Management practices will be reviewed to confirm that disinvestment has not occurred, and refinancing will be restricted to specific geographic areas if necessary. HOME funds will not be used to refinance federally funded loans, maintaining the integrity and sustainability of affordable housing investments.

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities is as follows:** NA

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g., persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons:** NA

7. **If applicable, a description of any preference or limitation for rental housing projects is as follows:**

   Burbank's rental housing projects supported by HOME funds will prioritize affordability While the City does not currently impose specific preferences or limitations beyond compliance with fair housing laws, any future preferences will focus on addressing the needs of low-income families, individuals with disabilities, and other vulnerable populations. These preferences will be designed to ensure equitable access to housing without violating fair housing regulations.

Program Year 2026-2027

PUBLIC SERVICE APPLICATIONS

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Armenian Relief Society of Western USA, Inc.

Project/Program Name: Community Social Services Program

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $69523

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   The Armenian Relief Society (ARS) Community Social Services Program proposes to expand its services to support low-income residents of Burbank. This program targets a vulnerable population facing various challenges, including limited English proficiency, senior citizens, disabled adults, immigrants and refugees, unemployed or underemployed individuals, and those at risk of or experiencing homelessness. Recognizing the high demand for services among Burbank residents, ARS Social Services seeks funding to continue placing a case manager directly within the community at no less than one location in Burbank, in addition to our headquarters in Glendale. Establishing direct presence within familiar locations in Burbank, the program can reach a wider demographic of Burbank residents in need.

   The program offers a wide range of services designed to improve overall quality of life of our target population. Services include employment assistance, intensive case management, access and navigation of public benefits (CalFresh, CAPI,Medi-Cal, etc.), senior services, support for individuals at risk of homelessness or experiencing homelessness, assistance with housing and telecommunications issues, needs assistance and complaint resolution for telecommunications and utilities, and form completion support. ARS Social Services possesses extensive experience in providing services to homeless populations and preventing homelessness.

   As outlined in the City of Burbank's 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan, public services, including the ARS Community Social Services Program, assisted 300 individuals in preventing homelessness. To help achieve the City's goal of increasing opportunity for low-to-moderate income and special needs residents, this proposed program will provide employment services to clients with tailored job search, placement, and referral services.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   The ARS Community Social Services Program focuses on three key areas:
   1) Employment Services: help individuals gain the skills, knowledge, and confidence needed to achieve self-sufficiency. This includes job search assistance, resume and interview skills workshops, soft skills development, assistance in overcoming employment barriers, and job placement support.
   2) Supporting Seniors and Disabled Adults: a case manager works closely with this vulnerable population to help them maintain independence and safety in their homes. Services include individualized service plans to address specific needs like accessing public benefits ,finding affordable housing, managing transportation, and obtaining assistance with utilities and telecommunications. The program also connects clients with In-Home Supportive Services (IHSS) and provides food security assistance, along with general social services support.
   3) Addressing Homelessness: offer comprehensive support services to individuals struggling with homelessness or at risk of losing their homes. These services include intensive case management, assistance with public benefits applications, connections to mental health and addiction resources, help obtaining vital records, landlord-tenant mediation, healthcare coordination, and more.

   Following intake, each client receives a comprehensive needs assessment. Based on this assessment, a case manager develops a personalized service plan to address their specific public service needs. Through wraparound services, the program is committed to empowering Burbank's low-income residents achieve stability, self-sufficiency, and a brighter future.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

   The program will run from July 1, 2026, to June 30, 2027. Throughout the program's duration, eligible individuals will receive public services. At the onset of the fiscal year, a dedicated full-time case manager will facilitate direct service delivery to clients. Outreach efforts to promote the program's services will begin in the first quarter. ARS Social Services commits to delivering a comprehensive range of services for one fiscal year, encompassing employment services, senior assistance, aid with public benefits, transportation, housing, and utility matters, as well as homelessness prevention services as outlined above. Furthermore, engagement in community meetings and outreach events will be included in the program's activities throughout the year.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

   Quarter 1: July 2026 through September 2026 (including estimated number of client enrollments)
   4 clients will receive employment services in the form of job search, referrals, and placement
   18 clients will receive access to the organization's food pantry services and items consisting of shelf-stable goods
   21 clients will receive senior services through case management, general social services, access and linkages to public benefits, completion of forms (i.e. low-income or senior housing, transportation, assistance with utilities/telecommunications issues, In-Home Supportive Services, etc.)

Assessment: Review of data for quarterly reporting to ensure that service deliverables are being met and project is operating according to schedule; Review of client feedback/survey forms; Quarterly Performance Report Submission

Quarter 2: October 2026 through December 2026 (including estimated number of client enrollments)
5 clients will receive employment services in the form of job search, referrals, and placement
24 clients will receive access to the organization's food pantry services and items consisting of shelf-stable goods
20 clients will receive senior services through case management, general social services, access and linkages to public benefits, completion of forms (i.e. low-income or senior housing, transportation, assistance with utilities/telecommunications issues, In-Home Supportive Services, etc.)

Assessment: Review of data for quarterly reporting to ensure that service deliverables are being met and project is operating according to schedule; Review of client feedback/survey forms; Quarterly Performance Report Submission

Quarter 3: January 2027 through March 2027 (including estimated number of client enrollments)
4 clients will receive employment services in the form of job search, referrals, and placement
18 clients will receive access to the organization's food pantry services and items consisting of shelf-stable goods
22 clients will receive senior services through case management, general social services, access and linkages to public benefits, completion of forms (i.e. low-income or senior housing, transportation, assistance with utilities/telecommunications issues, In-Home Supportive Services, etc.)

Assessment: Review of data for quarterly reporting to ensure that service deliverables are being met and project is operating according to schedule; Review of client feedback/survey forms; Quarterly Performance Report Submission

Quarter 4: April 2027 through June 2027 (including estimated number of client enrollments)
5 clients will receive employment services in the form of job search, referrals, and placement
18 clients will receive access to the organization's food pantry services and items consisting of shelf-stable goods
19 clients will receive senior services through case management, general social services, access and linkages to public benefits, completion of forms (i.e. low-income or senior housing, transportation, assistance with utilities/telecommunications issues, In-Home Supportive Services, etc.)

Assessment: Review of data for quarterly reporting to ensure that service deliverables are being met and project is operating according to schedule; Review of client feedback/survey forms; Quarterly Performance Report Submission

Program routines include case management, needs assessment, direct service delivery, partnerships/collaboration, outreach, evaluation, record-keeping and reporting. The organization also plans on participating in community events and resource fairs throughout the program period.

5. **Please indicate your business address and business information below.**

Official Business Name: Armenian Relief Society of Western USA, Inc.
Chief Executive Officer/Director: Christina Amirian Khanjian

Business Address, City, State, Zip Code:
517 W. Glenoaks Blvd.
Glendale, California 91202

Phone Number: 818-241-7533 **E-mail:** regionalsocialservices@arswestusa.org
Business License Number: 6051135
Unique Entity ID: MZPTCACTJ6X1 **Tax ID:** 95-3928295

Project Manager Name: Melanie Vartabedian
Phone No: 818-241-7533 **E-mail:** melanievartabedian@arswestusa.org

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

Same as above

Business Address, City, State, Zip Code:

,

Phone No: **E-mail:**

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

At-risk of homelessness; Seniors (55 years of age and older); Unemployed/underemployed; Disabled persons; Immigrant individuals/families; Distressed homeowner's/renter's

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

Intake procedures are conducted with each client, which involves determining client eligibility in the program (i.e. address verification, as well as proof of income for income verification - including eligibility letters for public assistance programs; award letters for SSA, SSI; unemployment insurance benefits check stubs; and the Household Income Self-Certification Form completed and signed by the head of household, as well as an Individual Annual Income Self-Certification form completed and signed by household members over the age of 18).

An intake form is completed at the first appointment (both the CDBG intake form and organizational intake form), an individual case management file is maintained, needs assessment is conducted to ensure that each client receives the assistance and service they need, and clients are explained the availability of program services. The case manager develops a service plan, including a timeline for service delivery, provides the provision of services, schedules for future appointments (as needed), etc. Case management notes are also maintained and updated for each client and kept in the confidential client files. The case manager is responsible for the intake process, maintenance of files, and direct service delivery to clients.

Client visits are accessible through a walk-in and appointment basis. Telephone support is also provided and available. Alongside client files, the case manager maintains a client log/spreadsheet to confirm unduplicated data. Clients, who have not received services from the organization prior to their first appointment during a fiscal year, are identified as new clients.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   At least 80% of the clients served by this program will be Burbank residents. ARS Social Services serves all low-income community members throughout Los Angeles County, therefore 20% of these funds will serve qualified individuals who would benefit from program services.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

    10.A Goal: Increase in economic opportunity and security
    Deliverable: Number of clients placed in new employment opportunity or improved employment opportunity
    Activity: Clients will receive employment services to gain or regain employment and increase their income. Services will be tracked to capture data regarding job searches, referrals, placement.

    10.B Goal: Services to seniors and disabled adults to allow for independent/reduced-dependent living
    Deliverable: number of clients served
    Activity: Clients will be provided with services to help meet their public service needs

    10.C Goal: Access to mainstream supportive services and stability for homeless persons
    Deliverable: Number of clients served
    Activity: Provision of supportive services to address the needs of the population through intensive case management services

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

ARS Social Services will leverage $7,500 of its own funds to cover office space rental and staff mileage reimbursements. In addition, $5,000 secured by the Mother Joseph grant program (Providence St. Joseph) will leverage the cost of food pantry-related expenses to clients served by Burbank CDBG grant funds.

12. **Did your organization receive funding for the previous program year for the same program?** Yes

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

    The overall program methodology and goals are the same, but the program seeks to expand its demographic reach by partnering with known are locations, including libraries and community centers.

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
Los Angeles County CSBG - Employment Services	$53799
Los Angeles County CSBG - Senior and Disabled Adults Services	$93219
Stay Housed LA (LA County)	$49559
TEAM/CHANGES	$70400

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

    In addition to CDBG funding from the City of Burbank, ARS Social Services is also pursuing CDBG funding from the City of Glendale and the City of Pasadena. We are also part of a coalition of community-based organizations (Stay Housed LA) that submitted to a Request for Proposals from the City of Los Angeles to provide education, outreach, and legal services to renters.

16. **Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.**

    Homeless Prevention

17. **For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:**

Extremely low: under 30%	100
Very Low: 31% to <50%	78
Low: 51% to <80%	0
Total Low Income Served:	178

Total Number of Persons Served: 178

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
1.0 FTE Case Manager (salary, benefits, taxes)	$48443
0.10 FTE Director of Social Services (salary, benefits, taxes)	$4500
0.10 FTE Controller (salary, benefits, taxes)	$5400
0.20 FTE Intake Coordinator (salary, benefits, taxes)	$7920

Non-Personnel	
Budget Line Item	**Cost**
Office Supplies and Materials	$850
Communications (telephone, internet)	$480
Printing Costs	$240
Insurance	$590
Audit	$500
Equipment Maintenance	$450
Miscellaneous (dues and subscriptions, etc.)	$150

Indirect Costs	
Budget Line Item	**Cost**
	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$66263
Subtotal Non-Personnel	$3260
Total Personnel and Non-Personnel	$69523
Total Indirect Costs	$0
Total	$69523
Cost Per Individual	$390.58

Comments to Applicant:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Boys & Girls Club of Burbank and Greater East Valley

Project/Program Name: After School and Summer Enrichment Programs

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $20000

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   We are requesting public service funds for our After School and Summer Enrichment programs. We are requesting $20,000 for scholarships for extremely low income and low income members to attend the Boys & Girls Club after school and for full day camp during winter, spring and summer. The Boys & Girls Club currently has 33 locations, of which, 18 are located in the City of Burbank. Our Before and After School Enrichment and Summer Day camp programs are offered to all children ages 4-18. For 31 years, the Club has helped parents by providing a fun, safe, affordable before and after-school and day camp environment for over 3,900 children a year ages 4-18. Our programs are a great alternative for many young people who may otherwise be alone after school or during the day. Our staff are trained, friendly, and dedicated to serving the children's needs, and each child is encouraged to participate in a variety of enriching artistic and educational activities and programs such as STEM, performing arts, athletics, homework assistance & tutoring, college and career readiness, community service and our DHH program. Fifteen percent of children in the United States participate in an after school program but an additional 18.5 million or an additional 30 percent of extremely low income and homeless families would participate if a quality program was available to them. The Boys & Girls Club of Burbank seeks to fill this gap in our community.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   Our programs range in scope from Power Hour/Project Learn, a homework and tutoring program to Triple Play which incorporates healthy living and active learning. We offer visual and performing arts which encourages artistic expression among Club members through both visual and performing arts. Club Tech focuses on digital literacy and technology. College Bound and Workforce Readiness concentrates on helping

teens and their parents prepare for college and career readiness. Activities include: SAT prep, completing high school requirements, applying for financial aid and learning to navigate applications. We also offer STEM programming, athletics and social emotional development. Programs are run before and after school 39 weeks out of the year and full day for another 13 weeks for winter, spring and summer breaks.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

   Our programs are offered Monday - Friday before school and from school release until 6pm during the school year and 13 weeks a year, we offer a full day camp program during winter, spring and summer and are open 11 hours a day and provide free meals and we offer a specialized programming for deaf and hard of hearing children ages 4-18. All programs from STEM, College and Career Readiness, Creative Arts and Athletics are offered year round.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

   1- Provide financial aid to low income Club members (Burbank residents only). Funds would allow us to scholarship 60 members for school year and summer.
   2- The Club will serve a minimum of 60 youth who qualify as extremely low income using HUD guidelines.
   3- 100% of Club members (Burbank residents only) who receive a scholarship for during the school year will achieve academic success, measured by on time grade progression and a GPA above 2.5.
   4.- 100% of Club members who receive a summer scholarship will benefit from outcome driven summer learning loss prevention programs for for a minimum period of 6 weeks. 85% of these members will show zero learning loss and or slight academic gain..

5. **Please indicate your business address and business information below.**

   Official Business Name: Boys & Girls Club of Burbank and Greater East Valley
   Chief Executive Officer/Director: Shanna Warren

   Business Address, City, State, Zip Code:
   300 East Angeleno
   Burbank, California 91502

   Phone Number: 818-482-7898 **E-mail:** ShannaWarren@BGCBurbank.org
   Business License Number: 1845403
   Unique Entity ID: GWFSHNA13487 **Tax ID:** 95-4485745

   Project Manager Name: Shanna Warren
   Phone No: 818-482-7898 **E-mail:** ShannaWarren@BGCBurbank.org

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

Same as above

Business Address, City, State, Zip Code:

,

Phone No: **E-mail:**

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

   At-risk of homelessness; Veterans; Families with children; Unemployed/underemployed; Youth or young adults; Disabled persons; Immigrant individuals/families; Chronically homeless individuals; Victims of Domestic Violence; Formerly incarcerated

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   The Boys & Girls Club of Burbank and Greater East Valley gathers membership data through its membership tracking system. Annually, the Club also reports out in an Annual Reporting System, fed by membership data tracking. In addition to this, the Club surveys parents, teachers and youth annually. Our membership data and youth surveys are matched to provide a wide variety of specialized information options. More on our youth surveys and the National Youth Outcomes initiative is explained below. The Club fully implements the Boys & Girls Club of America's Formula for Impact. This is the theory of change that describes how individual Clubs can increase our impact. It creates a commonly understood vision of the goals, how they will be reached, and what will be used to measure progress along the way. Two key parts of this formula include the Five Key Elements for Positive Youth Development and Three Priority Outcomes. The Five Key Elements include a (1) safe, positive environment, (2) fun, (3) supportive relationships, (4) opportunities and expectations and (5) recognition and the Priority Outcomes include Academic Success, Good Character and Citizenship and Healthy Lifestyles. In order to assess how well the Boys & Girls Club of Burbank and Greater East Valley meets the three Priority Outcomes and to evaluate the Club experience, the Club participates in the National Youth Outcomes Initiative. The National Youth Outcomes Initiative (NYOI) helps us measure the Formula for Impact and demonstrate our collective impact on youth. The vision of our Movement's Great Futures Impact Plan is to provide a world-class Club experience that assures success is within reach of every young person who enters our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle. NYOI uses common, research-informed indicators and is compatible with local data collection systems

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   Funding will be used for Burbank residents only.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

10.A Performance Goals Deliverables Activities

1. Financial Aid-Provide financial aid to low income Club members (Burbank residents only). Funds would allow us to scholarship 60 members for school year and summer

2. Programming-The Club will serve a minimum of 60 youth who qualify as extremely low income using HUD guidelines. They will have access to free after school programming and STEM, Athletics and Creative Arts Programming and Workforce Readiness Programming as well as Day Camp Programming

3. Academic Success-100% of Club members (Burbank residents only) who receive a scholarship for during the school year will achieve academic success, measured by on time grade progression and a GPA above 2.5.

4. Summer Learning Loss-100% of Club members who receive a summer scholarship will benefit from outcome driven summer learning loss prevention programs for a minimum period of 6 weeks. 85% of these members will show zero learning loss or slight academic gain.

5. Workforce Readiness-Provide summer job shadowing and tours to at least 10 businesses
We will take our teen members on 10 career field trips and job shadowing during summer 2026

10.B See above

10.C See above

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

Department of Justice Funds for Youth Mentoring- $90,000
So Cal Gas - $2,500
Hasbro Foundation $10,000
Bank of America- $30,000

12. **Did your organization receive funding for the previous program year for the same program?** Yes

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

Efforts are the same and would continue

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
CSBG	$30000
OJP Department of Justice	$90000

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

The Ralph M Parsons Foundation - pending
Dwight Stuart Fund- pending

We have an incredibly strong, well-informed and experienced Board and a Resource Development Director who assists the Chief Executive Officer and the Resource Development Committee (comprised of board members) in securing funds and support for the organization. Our board meets once a month and operate Task Forces which change year to year depending on our Strategic Plan for the year. In addition to coming up with a strategic plan our board assures that our budget aligns with the plan. A big part of this process is confirming the fundraising events for the upcoming year. In addition to submitting grant applications to both public and private foundations, we currently have four fundraising events throughout the year. Our funding comes from corporate, individuals, private foundations, government grants and from fundraisers. We do not rely heavily on any one source of income.

16. **Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.**

Capacity Building; Advocacy; Access, Outreach, and Engagement; Shelter and Housing Accessibility; Health and Stabilization; Homeless Prevention

17. **For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:**

Extremely low: under 30%	12
Very Low: 31% to <50%	45
Low: 51% to <80%	3
Total Low Income Served:	60

Total Number of Persons Served: 60

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
Scholarships	$0

Non-Personnel	
Budget Line Item	**Cost**
Scholarships for 60 low income Burbank residents	$20000

Indirect Costs	
Budget Line Item	**Cost**
	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$0
Subtotal Non-Personnel	$20000
Total Personnel and Non-Personnel	$20000
Total Indirect Costs	$0
Total	$20000
Cost Per Individual	$333.33

Comments to Applicant:

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Burbank Housing Corporation

Project/Program Name: BHC After-School Access Program

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $18660

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   Burbank Housing Corporation (BHC) is a nonprofit affordable housing developer dedicated to providing stable, long-term housing for low-income households in Burbank, California. BHC owns and manages 326 affordable rental units, serving individuals and families across the city. Families with school-age children (K–12) represent approximately one-third of BHC households, totaling more than 100 low-income families whose housing stability is closely connected to employment retention, access to childcare, and the ability to manage household expenses.
   Since 1997, BHC has supported working families by offering free after-school programming through its Activity Centers located in close proximity to BHC residential properties. These programs provide a safe, structured environment for children after school while allowing parents to maintain consistent employment. However, access to BHC's on-site after-school programs is limited for some families due to school location, transportation constraints, and work schedules. Currently, BHC is only able to provide school pick-up transportation from four elementary schools, Washington, Providencia, McKinley, and Disney, restricting participation for children attending other Burbank Unified School District (BUSD) schools.
   Although BHC's two After-School Activity Center sites have a combined enrollment capacity of 52 students, the program has not reached full capacity during the past two years despite consistent outreach, transportation support, and open enrollment communication. Feedback collected through the 2025 BHC Parent Survey indicated that 30% of households prefer school-based after-school programs, due to their convenience, reduced transportation time, and better alignment with work schedules.
   To address this service gap and reduce barriers to after-school care, BHC is seeking Community Development Block Grant (CDBG) funding to implement the BHC After-School Access Program. This program will expand access to school-based after-school programs operated by BHC's long-standing partner, the Boys & Girls Club (BGC) of

Burbank & Greater East Valley, for income-qualified families residing in BHC-managed affordable housing.
Through this program, BHC will support eligible families by covering participation costs for BUSD school-based after-school programs. While the Boys & Girls Club offers financial aid for qualifying low-income families, required registration fees and monthly costs may still present a barrier to consistent participation. The BHC After-School Access Program eliminates these remaining cost barriers while also streamlining administrative processes. This coordinated approach reduces duplicative paperwork for families and service providers while ensuring program eligibility requirements are met. By allowing children to remain safely at their school sites after dismissal, the BHC After-School Access Program supports parents' ability to maintain employment and avoid lost wages, which are critical factors in preventing housing instability and displacement. The program also reduces out-of-pocket childcare costs, enabling families to prioritize rent, utilities, and other basic necessities while ensuring children receive safe supervision and enrichment opportunities beyond the school day.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

If awarded, Burbank Housing Corporation (BHC) will implement an after-school access program for income-eligible families who reside in BHC's Affordable Housing Program. Program activities will include targeted outreach, income eligibility verification, enrollment assistance, attendance monitoring, and direct payment to service providers to ensure CDBG funds benefit low-income households.
BHC will conduct targeted outreach through email campaigns, flyers at BHC properties and Activity Centers, phone calls, and direct communication with families engaged in resident services. A virtual informational webinar will explain program benefits, eligibility, and the application process. BHC staff will also provide one-on-one application assistance to reduce barriers for families.
Eligibility will be limited to low-income BHC residents in accordance with State Income Limits for Los Angeles County. BHC will verify eligibility in coordination with its property management partner, The John Stewart Company, using the annual recertification process, which includes a review of household gross annual income. Households with income changes since recertification will complete an updated income review and submit current documentation, such as pay stubs or benefit statements. To ensure ongoing eligibility and coordinated enrollment, BHC will share income verification documentation and residency confirmation with the Boys & Girls Club of Burbank & Greater East Valley so the provider may complete its required enrollment and reporting processes.
BHC will coordinate with the Boys & Girls Club of Burbank & Greater East Valley to monitor attendance on a monthly basis. Participating children must attend at least three days per week or 15 days per month. Monthly attendance reports will be provided by Boys & Girls Club sites to the BHC Community Outreach & Special Program Manager for review. If any families fall below the attendance requirement, the parent will be contacted with a formal notice. Up to two written warnings will be issued before a child is withdrawn from the access program to ensure fair and responsible use of CDBG funds.
BHC will process program and registration fees monthly and pay providers directly based on submitted invoices. Fees are negotiated annually, and no payments will be made directly to families. This process ensures accountability, transparency, and compliance with CDBG requirements while reducing financial strain on households and supporting housing stability.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

Between March & April 2025, BHC will finalize program design and internal procedures. Activities will include confirming program eligibility criteria, finalizing subsidy amounts and participation requirements, developing application materials, and establishing data tracking and reporting systems. BHC will also coordinate with its property management partner, The John Stewart Company, to align income verification and eligibility processes with BHC's annual recertification procedures. Coordination with the Boys & Girls Club of Burbank & Greater East Valley will occur to confirm enrollment capacity, fee schedules, invoicing procedures, and attendance reporting requirements.

BHC will officially announce the After-School Access Program to the entire BHC resident population in May 2025. Outreach efforts will include email campaigns, flyer distribution at BHC properties and Activity Centers, phone calls, and direct outreach to families currently participating in BHC resident services. A virtual informational webinar will be hosted to explain program goals, eligibility requirements, application steps, and how the program supports financial stability for working families.

Starting in June 2025, BHC will open the application process and begin accepting applications from eligible resident families. During this period, BHC staff will provide one-on-one application assistance and conduct income verification reviews. Approved applications will be coordinated with the Boys & Girls Club of Burbank & Greater East Valley to secure enrollment at participating BUSD elementary and middle school sites. BHC will confirm attendance expectations, program schedules, and communication protocols with families before the start of the school year.

By August 2025, BHC will complete application reviews and approve eligible households for participation in the 2026–2027 school year after-school program at their children's school sites. Families will receive written confirmation of approval, program expectations, attendance requirements, and subsidy coverage details.

Throughout the school year (August 2026-May 2027), BHC's Program Manager will monitor participant attendance through monthly reports provided by the Boys & Girls Club to ensure compliance with minimum participation requirements. BHC will process monthly invoices and issue payments directly to the program provider to maintain uninterrupted access for approved participants. Ongoing communication with families and program partners will ensure continued engagement, address attendance or participation issues, and support overall program effectiveness.

Following the conclusion of the 2026-2027 school year, BHC will conduct its annual parent survey to collect valuable feedback regarding the program's effectiveness and impact on student academic achievement and housing stability.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

Our proposed After-School Access Program will generate meaningful community benefits for low-income households by addressing access to reliable, affordable childcare during the school year. BHC's Activity Center After-School Program does not have the capacity to provide school pick-up from campuses outside of the four elementary schools, Washington, Disney, McKinley, and Providencia. This limitation negatively impacts access for low-income families whose children attend other BUSD schools. By subsidizing after-school programs at school sites, the program allows families to access services where their children already are, eliminating transportation and timing barriers and increasing participation among BHC households. BHC's long-standing partnership with the Boys & Girls Club of Burbank & Greater East Valley allows

program rates to be negotiated at a reduced cost, enabling CDBG funds to stretch further and support more children through the after-school access program.

By reducing out-of-pocket childcare costs and providing consistent after-school supervision at school sites, the program supports parents' ability to maintain employment and steady income. Reliable childcare helps families avoid missed work, reduced hours, or job loss, factors that can place households at risk of rent delinquency, housing instability, or homelessness. The program reduces childcare-related expenses through a negotiated reduced rate with the Boys & Girls Club of Burbank & Greater East Valley based on BHC residency. This negotiated rate is lower than what is typically covered through the Boys & Girls Club's financial aid program, further reducing out-of-pocket costs for families and helping them prioritize rent and basic household needs.

Children will benefit from safe, structured after-school environments that include homework assistance, enrichment activities, and positive peer engagement. These supports contribute to improved academic performance, social development, and overall well-being, while reducing the risk of unsupervised after-school time.

By supporting stable housing and employment for families, the program contributes to stronger, more resilient communities. Children engaged in positive after-school activities and families experiencing reduced financial strain help promote neighborhood stability and long-term community success.

5. **Please indicate your business address and business information below.**

Official Business Name: Burbank Housing Corporation
Chief Executive Officer/Director: Sylvia Moreno

Business Address, City, State, Zip Code:
1819 Grismer Ave.
Burbank, California 91504

Phone Number: 818-559-2336 **E-mail:** smoreno@burbankhousingcorp.org
Business License Number: 1009368
Unique Entity ID: QLAXK5GKVC73 **Tax ID:** 95-2627136

Project Manager Name: Emily Lopez
Phone No: 818-319-5612 **E-mail:** elopez@burbankhousingcorp.org

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

Same as above

Business Address, City, State, Zip Code:

,

Phone No: **E-mail:**

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

At-risk of homelessness; Families with children; Unemployed/underemployed; Youth or young adults

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   Burbank Housing Corporation (BHC) maintains a comprehensive tenant file for all households residing in BHC-managed properties. Each tenant file includes the household's most recent annual income certification, which identifies the household's income category based on the current State Income Limits for Los Angeles County and the household's calculated gross annual income. This income certification process is conducted by BHC's professional property management partner, The John Stewart Company, and includes a thorough review of required income documentation such as tax returns, pay stubs, public assistance benefit statements, and bank statements.
   To qualify for the after-school subsidy program, households must reside in a BHC-managed property and be current with their annual income recertification. Income eligibility is verified using existing tenant records, and if a household's income has changed since their most recent certification, BHC conducts an updated income review using newly submitted documentation to ensure continued eligibility and CDBG compliance.
   In addition to income verification, families are required to complete a program application administered by BHC to collect participant information, consent, and program-specific data. Families must also create and complete a parent account with the Boys & Girls Club of Burbank & Greater East Valley, which includes the child's school, grade level, and enrollment details. This step is required to confirm program availability at the child's school site.
   Participation and attendance data are collected through Boys & Girls Club sign-in sheets and attendance reports, which are submitted to BHC on a regular basis. These reports are used to monitor participation levels, confirm compliance with attendance requirements, and support program reporting and evaluation. If there are any changes to the household's eligibility, BHC will coordinate with the Boys & Girls Club to communicate any ineligibility due to income changes or relocation.
   Together, these systems ensure accurate data collection, verification of eligibility, and responsible tracking of CDBG-funded services provided to low-income households.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   This program will be accessed only by residents of the City of Burbank. Non-residents are ineligible for this assistance.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

10.A Goal: Strengthen family well-being by increasing access to safe, reliable after-school care for low-income BHC households, supporting children's academic engagement and families' housing and employment stability.
Deliverable: Enroll 25 children from income-eligible BHC households in school-site after-school programs during the program year.
Activity: Conduct targeted outreach to eligible BHC residents; provide individualized application assistance; verify income eligibility and current residency; and coordinate enrollment with the Boys & Girls Club of Burbank & Greater East Valley at participating BUSD elementary and middle school sites.

10.B Goal: Promote consistency, structure, and positive youth development by supporting regular participation in after-school programming.
Deliverable: At least 85% of enrolled participants meet the minimum attendance requirement of three days per week or 12 days per month.
Activity: Review monthly attendance reports provided by the Boys & Girls Club; communicate proactively with families when attendance falls below the minimum requirement; and provide follow-up support and written notices as needed to address barriers and maintain engagement.

10.C Goal: Support community well-being by ensuring the after-school subsidy promotes family stability while contributing to children's academic success and educational engagement.
Deliverable: At least 75% of participating BHC families report that the school-site after-school subsidy improved their ability to access after-school care, better supported family routines and work schedules, and positively contributed to their child's academic engagement or educational goals, as measured through a post-program parent survey.
Activity: Administer parent surveys at mid-year and at the end of the program year to assess accessibility, satisfaction, perceived impact on family stability, and observed changes in children's academic engagement (such as homework completion, school attendance, or interest in learning). Survey results will be reviewed to identify trends, address barriers, and inform future program improvements.

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

    To administer the proposed after-school access program, Burbank Housing Corporation will leverage $9,232 in organizational operating funds to support oversight and program management. These funds will be used to partially support the Community Outreach & Special Program Manager, who will be responsible for program coordination, eligibility verification, family support, attendance monitoring, invoice processing, and compliance reporting. This organizational investment demonstrates BHC's commitment to sustaining the program and ensuring that CDBG funds are administered efficiently and in direct support of low- to moderate-income households.

12. **Did your organization receive funding for the previous program year for the same program?** No

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
Mother Joseph Providence Grant	$0

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

To support program sustainability, Burbank Housing Corporation will continue to pursue a diversified mix of non-CDBG funding sources. BHC plans to apply to the Community Foundation of the Verdugos in July 2026 and to reapply for the Mother Joseph Grant in October 2026. In addition, BHC will consider State and County funding opportunities that support expanded learning, after-school care, and child and family well-being. As part of ongoing program planning, and subject to City approval, BHC will periodically review existing resources and program structures to ensure the continued delivery of after-school services for residents. Together, these strategies are intended to support long-term program continuity and reduce reliance on a single funding source.

16. **Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.**

Access, Outreach, and Engagement; Shelter and Housing Accessibility; Homeless Prevention

17. **For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:**

Extremely low: under 30%	5
Very Low: 31% to <50%	12
Low: 51% to <80%	8
Total Low Income Served:	25

Total Number of Persons Served: 25

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
N/A	$0

Non-Personnel	
Budget Line Item	**Cost**
After School Program - Registration Fees	$2750

Monthly Program Fees for 2026-27 School Year	$15750
Outreach Materials & Marketing Subscription	$160

Indirect Costs	
Budget Line Item	**Cost**
N/A	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$0
Subtotal Non-Personnel	$18660
Total Personnel and Non-Personnel	$18660
Total Indirect Costs	$0
Total	$18660
Cost Per Individual	$746.4

Comments to Applicant:

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Home Again Los Angeles

Project/Program Name: BTAC Care & Relief Services

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $60000

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   The Care & Relief Services provided by BTAC are designed to support individuals and families facing temporary financial hardship. Through the grocery assistance program, households are able to stretch their budgets and redirect limited resources toward other essential expenses. BTAC's rental assistance program supports households who are between jobs, living on fixed incomes, or experiencing financial strain due to medical or healthcare costs, helping them stabilize housing during challenging periods. In partnership with Burbank Water and Power, BTAC also provides assistance with utility bills to help prevent service disruptions. The free use of laundry and shower facilities will continue to be available to community members in need.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   Our Care & Relief Services at BTAC will continue to provide essential groceries and supportive services to acutely low- through moderate-income Burbank residents, as well as individuals experiencing homelessness within the Burbank area. Services include monthly grocery distribution, utility assistance, limited rental assistance as funding allows, and access to free laundry and shower facilities that support health, dignity, and housing stability.

   CDBG funds are critical to sustaining these services and ensuring their consistent and effective delivery. Funding will be used to support direct service-related expenses, including the purchase of grocery distribution supplies (such as paper bags), the repair and replacement ageing equipment, facility utility costs, and necessary cleaning and trash removal. These investments will help maintain a safe, functional, and reliable environment where essential services can continue to meet the needs of the community.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

   All BTAC Care and Relief Services operate on a continuous, year-round basis. If awarded CDBG funding, funds will be utilized throughout the Fiscal Year 2025–26 funding period, from July 1, 2026, through June 30, 2027, to support the ongoing delivery of essential services.

   During this period, BTAC will provide monthly grocery distribution, utility assistance, limited rental assistance as funding allows, and access to free laundry and shower facilities. To enhance the impact that Home again LA offers through this service we have begun to extend our hours of operation thus allowing Burbank families in need a larger timeframe to come by and receive the support they need. CDBG funds will be applied consistently over the program year to support direct service-related expenses necessary to maintain uninterrupted operations and ensure timely assistance to eligible households.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

   Our BTAC Care and Relief Services Program will produce measurable outcomes that support the health, stability, and economic well-being of acutely low- through and moderate-income households in the Burbank community. Through ongoing access to food assistance, housing-related support, and hygiene services, participating households will experience immediate relief from financial hardship while reducing the risk of housing instability and crisis.

   As a result of program participation, households will be better able to meet basic needs, reallocate limited financial resources toward rent, utilities, and healthcare, and maintain a greater level of stability. Access to groceries and hygiene services will improve food security, promote personal dignity, and support overall health, while rental and utility assistance will help prevent evictions and utility shutoffs. Collectively, these outcomes will strengthen household resilience, reduce emergency service utilization, and contribute to a healthier, more stable community for Burbank's most vulnerable residents.

5. **Please indicate your business address and business information below.**

   Official Business Name: Home Again Los Angeles
   Chief Executive Officer/Director: Albert Hernandez

   Business Address, City, State, Zip Code:
   PO Box 7151
   Burbank, California 91510

   Phone Number: 818-848-2822 **E-mail:** Albert@homeagainla.org
   Business License Number: 1003793
   Unique Entity ID: Z4G6KSKHLBZ6 **Tax ID:** 26-2458342

   Project Manager Name: Albert Hernandez
   Phone No: 818-848-2822 **E-mail:** Albert@homeagainla.org

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

   Other (address/areas/clubs/associations, etc.)

   Business Address, City, State, Zip Code:
   1304 West Burbank Blvd
   Burbank, California 91506

   Phone No: 818-848-2822 **E-mail:** Albert@HomeAgainLA.org

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

   At-risk of homelessness; Veterans; Seniors (55 years of age and older); Families with children; Unemployed/underemployed; Youth or young adults; Disabled persons; Immigrant individuals/families; Chronically homeless individuals; Distressed homeowner's/renter's; Victims of Domestic Violence; Formerly incarcerated

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   HOME AGAIN LA utilizes two software's to collect and track data. We initially utilize an intake application
   then transfer that information into our client software. We have access to both the Homeless Management
   Information System (HMIS) and Client Track. We will utilize these systems to provide detailed reports on a
   quarterly basis to the City of Burbank.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   These services are for Burbank households. All services are for Burbank households (100%).

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

    10.A Performance Goal 1: Improve Food Security for Low-Income Households
    Goal: Increase access to nutritious food for acutely low- and moderate-income households and individuals
    experiencing homelessness in the Burbank area.

Deliverable: Daily grocery distribution provided to income-eligible households throughout the program year.

Activity: Procure, store, and distribute food items; maintain refrigeration and storage equipment; and
provide grocery supplies (e.g., bags) to support consistent daily food distribution.

10.B Performance Goal 2: Promote Housing Stability and Prevent Utility Shutoffs
Goal: Reduce the risk of housing instability among low-income households by providing short-term
financial assistance.

Deliverable: Rental and utility assistance awarded to eligible households on a case-by-case basis, as funding allows.

Activity: Screen and verify household eligibility, coordinate with landlords and utility providers (including
Burbank Water and Power) and disburse payments to prevent eviction and utility service disruptions.

10.C Performance Goal 3: Support Health, Hygiene, and Dignity
Goal: Improve health outcomes and personal dignity for low-income individuals and families through access to hygiene resources.

Deliverable: Ongoing access to free laundry and shower facilities for program participants throughout the fiscal year.

Activity: Maintain and operate laundry and shower facilities, cover related utility and cleaning costs, and
ensure facilities remain safe, sanitary, and accessible.

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

    Funds from general donations, income from special events and additional unrestricted funds will be used to supplement the cost of the program.

    We've been fortunate to receive funding from local partners such as Bob's Furniture Charitable Foundation, Community Foundation of the Valley, and Dolby Laboratories - Foundation.

12. **Did your organization receive funding for the previous program year for the same program?** Yes

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

    The program funded by CDBG last fiscal year is the same. However, since Home Again LA has come in to operate BTAC we've extended hours from 15 hours a week to 35 hours a week. We also have extended hours by opening the first Saturday of each month.

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
Community Foundation of the Valleys	$5000
City of Burbank - General Fund	$25000
Dolby Labratories	$5000
Bank of America	$5000

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

We continue to work diligently in pursuing funds that will align with our organizations mission. We are actively pursuing funds from various private foundations and government entities including LA County and Department of Public Social Services

16. **Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.**

Advocacy; Access, Outreach, and Engagement; Shelter and Housing Accessibility; Health and Stabilization; Homeless Prevention

17. **For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:**

Extremely low: under 30%	300
Very Low: 31% to <50%	75
Low: 51% to <80%	75
Total Low Income Served:	450

Total Number of Persons Served: 450

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
Pantry Manager	$12000

Non-Personnel	
Budget Line Item	**Cost**
Janitorial, Pest Control & Trash	$22500
Equipment Replacements/Repairs	$7500
Services Associated with Showers, Laundry, Refrigeration	$11800
Vehicle Gas & Maintenance	$1200

Rental/Utility Assistance	$5000

Indirect Costs	
Budget Line Item	**Cost**
	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$12000
Subtotal Non-Personnel	$48000
Total Personnel and Non-Personnel	$60000
Total Indirect Costs	$0
Total	$60000
Cost Per Individual	$133.33

Comments to Applicant:

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: BURBANK NOON LIONS CHARITIES, INC.

Project/Program Name: MARVA MURPHY

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $5024

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   Burbank Noon Lions is a Non-profit, all volunteer service organization, serving Burbank for over 50 years with NO paid staff. For the INDIGENT EYE CARE program, we provide free, comprehensive eye exams and prescription glasses for low-income/homeless in Burbank in coordination with local eye care professionals. Burbank Temporary Aid Center (BTAC) and Home AgainLA (HALA) are serving as our screening center to determine eligibility for eye care services. During COVID, we coordinated with other non-profits in the community that could verify the eligibility of clients they were referring and will continue this process.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   Working in conjunction with a Burbank optometrist, they provide professional eye exams and related prescription eyeglasses.

   Applications for EAR OF THE LION are received/reviewed for completeness by a Lion volunteer and forwarded to the Lions Hearing Foundation in central CA. Ear of the Lion committee members/audiologists review the application, determining financial eligibility (using Federal guidelines) and hearing needs of the applicant. If approved, audiology services are often provided by the Burbank applicant's personal audiologist in conjunction with the Ear of the Lion program.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

   Throughout FY 2026-27

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

   Propose to provide 30 people with eye exams and Rx glasses, plus 1 recipient of hearing aids...as requested.

5. **Please indicate your business address and business information below.**

   Official Business Name: BURBANK NOON LIONS CHARITIES, INC.
   Chief Executive Officer/Director: PRES. BUD ALLEMAN

   Business Address, City, State, Zip Code:
   911 E. Cypress Ave.
   Burbank, California 91501

   Phone Number: 818-955-8018 **E-mail:** marvamurphy@earthlink.net
   Business License Number: 0000000
   Unique Entity ID: MJC2BJ1T9BR3 **Tax ID:** 95-4176169

   Project Manager Name: MARVA MURPHY
   Phone No: 818-843-8222 **E-mail:** marvamurphy@earthlink.net

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

   Other (address/areas/clubs/associations, etc.)

   Business Address, City, State, Zip Code:
   804 So. Victory Blvd.
   Burbank, California 91502

   Phone No: 818-842-4747 **E-mail:** kesten88@yahoo.com

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

   At-risk of homelessness; Veterans; Seniors (55 years of age and older); Families with children; Unemployed/underemployed; Youth or young adults; Disabled persons; Chronically homeless individuals; Distressed homeowner's/renter's; Victims of Domestic Violence; Formerly incarcerated

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   With each Referral from one of our local non-profit organizations, we get copy of the agency's INTAKE form and the client's signed agreement to share their information with

us. We maintain these records on a computer, password protected and hard copies in a locked filing cabinet for BOTH programs.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   Primarily, Burbank residents (75%)....Glendale, No. Hollywood, Sun Valley, Sunland (25%).

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

    10.A GOAL: 30 individuals receiving eye exams and prescription glasses.
    Deliverable: 30 pairs of glasses
    Activity: Eye exams, selection of frames for prescription glasses.

    10.B GOAL: 1 person receiving reconditioned hearing aids, fitted by their own audiologist.
    Deliverable: 1 hearing aid
    Activity: Ear exam and fitting of hearing aid.

    10.C N/A

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

    N/A

12. **Did your organization receive funding for the previous program year for the same program?** Yes

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

    N/A

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** No

Fund/Grant Name	Amount
	$

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

N/A

16. Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.

Health and Stabilization; Homeless Prevention

17. For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:

Extremely low: under 30%	80
Very Low: 31% to <50%	15
Low: 51% to <80%	5
Total Low Income Served:	100

Total Number of Persons Served: 31

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
N/A	$0

Non-Personnel	
Budget Line Item	**Cost**
Eye Care Optics	$4470
Ear of the Lion	$300
Ear of the Lion Dues	$75

Indirect Costs	
Budget Line Item	**Cost**
Street Banner	$179

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$0
Subtotal Non-Personnel	$4845
Total Personnel and Non-Personnel	$4845
Total Indirect Costs	$179
Total	$5024
Cost Per Individual	$162.06

Comments to Applicant:

Hi Marva, can you please revise sections 10a-c. Please indicate the performance goals with the following:

a) Goal: 30 individuals receiving eye exams and prescription glasses.
Deliverable: 30 pairs of glasses
Activity: Eye exams, selection of frames for prescription glasses.

b) Goal:1 person receiving reconditioned hearing aids, fitted by their own audiologist.
Deliverable: 1 hearing aid
Activity: Ear exam and fitting of hearing aid.

c) Leave blank

Thank you!

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Family Service Agency of Burbank

Project/Program Name: FSA- Residential Therapeutic Care for Homeless DV Families

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $40000

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   To end the threat of homelessness and violence in the lives of vulnerable families and individuals and to ensure their transition to safe, stable, permanent housing, allowing them to live happy, healthy, meaningful lives.

   Homelessness continues to be at the forefront of the political and social scene as a public health and safety challenge which requires a community-coordinated/multi-disciplinary response. Los Angeles County has spent billions of dollars over the past several years with little enduring success. Programs offer temporary assistance, with extremely high rates of recidivism. This is often because they provide short-term housing/assistance, but do not provide the holistic, well-coordinate, specialized interventions and supports necessary for long-term success. One especially vulnerable group in Burbank are families who are experiencing domestic violence.

   Domestic Violence

   As you are certainly already aware, domestic violence is the primary cause of homelessness for women and children in the United States. According to the National Network to End Domestic Violence, between 22 and 57 percent of women and children are homeless due to domestic violence, and 38 percent of victims experience homelessness in their lives due to domestic violence. Victims leaving abusers often experience homeless events multiple times. Each time they are forced to return to a batterer the violence intensifies.

   When a victim of domestic violence makes the very brave decision to leave their abusive partner, safe and affordable housing is one of the primary barriers they will face. In a one-day survey conducted in 2018, more than 56,000 adults and children fleeing violence found refuge in shelters. Out of 18,771 unmet requests for domestic

violence services, 68 percent were for housing and shelter. In another nationwide study, more than half of victims needing housing did not receive them. Additionally, victims and their children often have limited resources, limited employment skills, lack of family support, trauma symptoms, fear of ice activities, and a loss of 70% of their income, among other barriers, which makes their ability to find stability without assistance impossible. Though emergency and short-term shelter can be a source of immediate temporary safety lasting 30-45 days, our long-term transitional housing programs offer victims a stable housing option and supportive services from which long-term safety and stability can be built, and healing can take place.

Family Service Agency of Burbank (FSA), founded in 1953, has been providing holistic, multi-disciplinary, therapeutically supported, long-term transitional housing to families and individuals for over 19 years. This began as a very natural, and needed, outgrowth of our long-established domestic violence services. The CARE Cottages at Puerta Nueva (Est. 2006), developed in partnership with the City of Burbank, shelters 5 families with a unmatched 3-year stay. This allows families the time necessary to heal and work on self-sufficiency goals vital to their long-term success. This has proven to be a highly efficacious intervention program in our community for nearly two decades.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

FSA believes that all individuals and families should live a life that is safe, healthy, and meaningful and that is what we strive to accomplish through our residential programs. Our program provides not only housing, but also; holistic, multi-disciplinary, comprehensive and individualized, counseling, advocacy, intervention and preventions services, all of which are vital to positive outcomes.

With the growing need for therapeutic treatment and support services both revealed and exacerbated by the current social upheaval, subsequent instability and fear felt by many, FSA stands uniquely poised to continue to provide vital, relevant, support to families experiencing fear and violence. It is vital that we are able to maintain our quality services for this population, under the guidance of our very experienced staff. Our staff has been managing this program and guiding clients through their grief and trauma toward a life of self-sufficiency and success since its inception and will continue to do so, but funding is a vital component of any quality program and the program cannot be nearly as successful without it.

We hold great appreciation for our continued partnership, and the City of Burbank's visionary leadership, and we hope that this will be yet another service area that we can agree is vital to the continued development of Burbank's transitional housing programs and the families we all serve. With that, we are humbly requesting $40,000 in funding to address homeless families and families facing homelessness, as a result of domestic violence.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

FSA's CARE Cottages is an on-going, multi-year program, which services will be performed on a continuing basis, with activities as descried below.

MAJOR ACTIVITIES: Treatment, Intervention, Advocacy

Prior to and throughout our client's residency, Burbank's Family Service Agency currently relies on 13 major activities/strength indicators as a focus of care/intervention/advocacy widely found to increase the probability of positive outcomes for traumatized families residing in therapeutically supported long-term transitional housing.

Of course, these are "just indicators" and therefore cannot account for all that is human – but we have found them to be a highly reliable general assessment/guidance tool.

Implementation – Treatment Plan (TP)

All Burbank Family Service Agency clients work with a multi-disciplinary therapeutic team to create their Individualized Mental Health Treatment Plan (TP). Currently, all entering FSA's long-term therapeutic residential community will also work with their team to design an Autonomy Plan (AP). This plan serves as an additional focus for specific care/intervention/advocacy and as a measurement of progress towards their desired autonomy – self-sufficiency – towards a trauma/violence-free future – new personal healthy empowerment!

Autonomy Plan (AP)

The AP is utilized as a daily guide and is formally reviewed monthly. Each adult resident and age-appropriate minor meets with their assigned Program Director and/or Lead Advocate to review and reflect on their individual and/or family's current strengths and/or challenges. It is time spent honoring growth while identifying existing or emerging challenges.

All homeless prevention program clients are provided with the following:

Long-term, up to 3 years, safe, confidential housing
Financial Planning and Education (long and short-term goals)
Mental Health Services- Individual, Family, and Group
Legal Advocacy/ Coordination
Restraining order preparation
Financial Planning and Education (long and short-term goals)
Career and Education Planning
Transitional life coaching
Life skills education
Clinical Case Management
Peer Support- DV Program
Social Service Advocacy

as well as individualized interventions, and supports

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

Appropriate supports allow for the greatest possibility of success. Through the CARE Cottages, households are provided with treatment, intervention, and advocacy supports, which will allow them the best opportunity for success in the future.

To date, FSA's program has seen NO RETURN TO A BATTERER after successful completion from our CARE residential program. And all residents have exited these

programs with increased job skills, education, stability, and goals for the future well developed, and FSA's continued support as needed.

5. **Please indicate your business address and business information below.**

Official Business Name: Family Service Agency of Burbank
Chief Executive Officer/Director: Laurie Bleick

Business Address, City, State, Zip Code:
2721 W. Burbank Blvd.
Burbank, California 91505

Phone Number: 818-845-7671 **E-mail:** Lauriebkb@yahoo.com
Business License Number: 1009118
Unique Entity ID: NU9HF3FV19A7 **Tax ID:** 95-6118623

Project Manager Name: Christine Ramos
Phone No: 818-845-7671 **E-mail:**
christine.ramos13@yahoo.com

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

Other (address/areas/clubs/associations, etc.)

Business Address, City, State, Zip Code:
held in confidence
Burbank, California 91506

Phone No: 818-845-7671 **E-mail:** christine.ramos13@yahoo.com

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

At-risk of homelessness; Families with children; Unemployed/underemployed; Youth or young adults; Immigrant individuals/families; Victims of Domestic Violence

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

Yes, information is obtained at the time of application and entrance to the program as part of our comprehensive intake and assessment process. Participants also complete a secondary certification requiring 3 months of pay stubs, 6 months of bank statements to verify income with Burbank Housing Corporation at entrance to the program and annually.

Current participants must provide 1 month of paystubs as proof of income in May to certify current income for CDBG. Applicants also complete the CDBG self-certification form which is held on file.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   100% of program participants are Burbank residents.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

    10.A Goal- 5+ families served by program
    Deliverable- 5+families with professional specialized therapeutic service to enhance healing
    Activities- All families will receive individual and group counseling, as well as group supportive services and case management

    10.B Goal- 5+families working toward successful attainment of goals
    Deliverables- Support5+ families working toward successful attainment of goals
    Activities- All 5 families will receive financial education (short and long term), goal setting and support, career guidance, assistance with resumes, clothing, etc.

    10.C Goal- All who exit this year
    Deliverables- Supporting graduating families move to or toward permanent housing
    Activities- Aid families to secure permanent housing at the end of their program.

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

    Private grant- $25,000
    Batterers Intervention Program- $25,000
    (These funds assist to cover our other program expenses not included in the City of Burbank Budget)

12. **Did your organization receive funding for the previous program year for the same program?** Yes

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

    The program operates the same as in previous years and with equal success.

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
Private Grant listed above	$25000

15. Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).

FSA continually seeks private and public funding to support the needs of Burbank's only long-term transitional housing community for families fleeing domestic violence. This program has operated successfully for nearly 20 years. This year, FSA received 1 private grant, and has applied/or will be applying for 2 additional grants. Additionally, FSA seeks to collaborate with other organizations, and assess for activities that can build further partnerships as appropriate.

16. Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.

Capacity Building; Advocacy; Access, Outreach, and Engagement; Shelter and Housing Accessibility; Health and Stabilization; Homeless Prevention

17. For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:

Extremely low: under 30%	2
Very Low: 31% to <50%	5
Low: 51% to <80%	0
Total Low Income Served:	7

Total Number of Persons Served: 7

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
Director, Trainer, LMFT	$40000

Non-Personnel	
Budget Line Item	**Cost**
-	$0

Indirect Costs	
Budget Line Item	**Cost**
-	$0

Totals Summary

Description	Amount $
Subtotal Personnel	$40000
Subtotal Non-Personnel	$0
Total Personnel and Non-Personnel	$40000
Total Indirect Costs	$0
Total	$40000
Cost Per Individual	$5714.29

Comments to Applicant:

Please re-complete sections 10a-10c. You must provide a deliverable and activity for each goal. I recommend referencing the goals from last year's application.

Here is an example:

Goal: 5+ families served by program
Deliverables: Provide 5+ families with professional specialized therapeutic services to enhance healing.
Activities: All families will receive individual and group counseling, as well as group supportive services, and case management

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Fine Arts Revolution

Project/Program Name: The Soundscapes of Hope Wellness Musicians

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $5000

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   The proposed program will provide targeted housing stability and supportive services to low- and moderate-income households in the City of Burbank who are experiencing housing insecurity or are at risk of displacement. Building on the successful implementation of this program in the prior funding year, services will focus on prevention, stabilization, and access to essential resources that support long-term housing sustainability.

   CDBG funds will support direct client services, case management, and program coordination to ensure participants receive timely assistance, individualized support, and referrals to housing, employment, and supportive service resources. The program prioritizes vulnerable populations, including extremely low-income households, individuals experiencing housing instability, and residents facing economic hardship.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   CDBG funds will be used to support the following core activities:

   * Client intake, eligibility screening, and assessment for low- to moderate-income households

   * Individualized case management focused on housing stabilization and resource navigation

   * Housing-related assistance and referrals, including landlord coordination and housing retention support

* Connection to supportive services such as employment resources, financial education, and community-based services

* Ongoing follow-up to ensure participant progress and program outcomes

All activities will be delivered by trained staff and aligned with HUD CDBG requirements and fair housing standards.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

   The program will operate continuously throughout the CDBG program year, from [START DATE] to [END DATE].

   * Months 1-3: Outreach, intake, eligibility screening, and initiation of services

   * Months 4-9: Ongoing case management, housing stabilization activities, and service delivery

   * Months 10-12: Continued service delivery, outcome tracking, program evaluation, and reporting

   Program activities will occur year-round to ensure consistent access to services for eligible Burbank residents.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

   The program will result in measurable community benefits for low- and moderate-income households by:

   * Increasing housing stability and reducing the risk of displacement

   * Improving access to supportive services that enhance economic and housing security

   * Supporting households in maintaining safe, stable housing

   * Reducing demand on emergency services by addressing housing instability proactively

   Outcomes will be tracked through client case files, service records, and performance metrics aligned with HUD CDBG standards.

5. **Please indicate your business address and business information below.**

   Official Business Name: Fine Arts Revolution, Inc.
   Chief Executive Officer/Director: Jenni Alpert

   Business Address, City, State, Zip Code:
   18306 Jovan St.
   Tarzana, California 91335

   Phone Number: 310-993-1134 **E-mail:** jdrake@dogwealth.com

Business License Number: 5803368
Unique Entity ID: NUTNUEYCAFQ5 **Tax ID:** 93-2440577

Project Manager Name: Jenni Alpert
Phone No: 310-993-1134 **E-mail:** fineartsrevolutioninc@gmail.com

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

   Other (address/areas/clubs/associations, etc.)

   Business Address, City, State, Zip Code:
   Home Again Los Angeles
   Burbank, California 91510

   Phone No: 818-848-2822 **E-mail:** albert@homeagainla.org

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

   At-risk of homelessness; Veterans; Seniors (55 years of age and older); Families with children; Unemployed/underemployed; Youth or young adults; Disabled persons; Immigrant individuals/families; Chronically homeless individuals; Victims of Domestic Violence; Formerly incarcerated

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   The organization utilizes a structured intake and case management system that includes standardized intake applications, eligibility documentation, and ongoing service tracking. Data is collected through in-person and electronic intake forms, securely maintained client files, and internal tracking systems.

   All data collection complies with HUD CDBG reporting requirements and confidentiality standards, ensuring accurate performance monitoring and reporting.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   The primary service area is the City of Burbank. Services may also be available to eligible individuals residing outside of Burbank when necessary to support program outcomes; however, the program is designed to prioritize Burbank residents.

   Estimated service distribution:

Burbank residents: 85%

Non-Burbank residents: 15%

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

10.A Goal: Increase housing stability for low-income households

Deliverable: Serve 100+ low- to moderate-income households

Activity: Provide intake, assessment, and case management services

10.B Goal: Prevent housing displacement among vulnerable residents

Deliverable: 100+ households maintain stable housing during the program year

Activity: Housing stabilization support, referrals, and follow-up

10.C Goal: Improve access to supportive services

Deliverable: 100+ households connected to supportive or housing-related resources

Activity: Resource navigation, referrals, and coordinated service delivery

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

In addition to CDBG funding, the organization will leverage $5,000 in private and/or public funds to support program operations. These funds will be used to supplement staffing, administrative support, and direct service delivery for the proposed program.

12. **Did your organization receive funding for the previous program year for the same program?** Yes

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

The organization received CDBG funding in the prior year for a similar program. While the core service model remains consistent, refinements have been made to improve service delivery efficiency, strengthen outcome tracking, and respond to emerging community needs identified through last year's implementation.

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** No

Fund/Grant Name	Amount
	$

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

The organization will consider or pursue additional public and private funding sources, including foundation grants, government funding opportunities, and institutional support, to sustain and enhance program delivery.

16. **Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.**

Advocacy; Access, Outreach, and Engagement; Health and Stabilization; Homeless Prevention

17. **For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:**

Extremely low: under 30%	175
Very Low: 31% to <50%	75
Low: 51% to <80%	0
Total Low Income Served:	250

Total Number of Persons Served: 250

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
Staff, Perofrmers, Artists	$3500

Non-Personnel	
Budget Line Item	**Cost**
Materials, Food	$1500

Indirect Costs	
Budget Line Item	**Cost**
	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$3500
Subtotal Non-Personnel	$1500
Total Personnel and Non-Personnel	$5000
Total Indirect Costs	$0

Total	$5000
Cost Per Individual	$20

Comments to Applicant:

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Home Again Los Angeles

Project/Program Name: Outreach Program

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $50000

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   The Home Again LA Outreach Program has been in operation since 2020 and serves as a critical entry point for families experiencing homelessness in our community. Through this program, dedicated Home Again LA outreach staff respond to referrals from community partners who encounter families in need of immediate support.

   Once a referral is received, our outreach staff is deployed quickly to connect with the family and assess their immediate needs. Staff come equipped with resources, including access to emergency shelter, to ensure the family is brought out of crisis and into a safe environment as quickly as possible.

   The primary goal of the Outreach Program is to stabilize families by securing emergency shelter and then seamlessly connecting them to Home Again LA's continuum of services. This includes case management, housing navigation, rental assistance, and supportive services designed to move families into permanent housing and support long-term stability.

   By combining rapid response, coordinated partnerships, and access to comprehensive housing programs, the Home Again LA Outreach Program ensures that families experiencing homelessness are met with compassion, urgency, and a clear pathway toward permanent housing and self-sufficiency.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   The Outreach Program carries out a coordinated set of activities designed to respond quickly and effectively when families experience homelessness. Key activities include:

Referral Response and Engagement: Receiving and responding to referrals from community partners, schools, and other service agencies that encounter families experiencing homelessness.

Rapid Outreach and Needs Assessment: Deploying dedicated outreach staff to meet families in the community, assess their immediate safety and housing needs, and identify barriers to stability.

Crisis Intervention and Emergency Shelter Placement: Connecting families to emergency shelter or other short-term housing solutions to remove them from crisis and ensure safety.

Resource Coordination and Navigation: Providing families with information and access to available resources, including food, basic necessities, transportation assistance, and public benefits.

Documentation and Follow-Up: Maintaining case records, coordinating with partner agencies, and conducting follow-up to ensure continuity of care and progress toward permanent housing.

The funds respectfully requested will help offset the costs associated with maintaining dedicated outreach staff who are trained and prepared to respond rapidly, conduct assessments, and identify appropriate solutions for families experiencing homelessness. This investment ensures that families are not left waiting during a crisis and that immediate outreach leads to long-term housing stability.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

Funds awarded will support the ongoing implementation of the HALA Outreach Program throughout the grant period. Activities will be carried out on a continuous, year-round basis to ensure timely and effective responses to families experiencing homelessness.

Ongoing (Throughout the Grant Period):
Dedicated outreach staff will be on duty to receive and respond to referrals from community partners as they are received. Staff will conduct rapid outreach, engage families, assess immediate needs, and identify appropriate intervention strategies.

Immediate to Short-Term Response (Within 24–72 Hours of Referral):
Outreach staff will deploy to connect with referred families, complete needs assessments, and coordinate emergency shelter or other crisis housing solutions to ensure safety and stabilization.

Short-Term Stabilization (First 30–60 Days):
Families will be connected to emergency shelter, including the HALA motel program, and provided with initial case coordination, benefits navigation, and referrals to supportive services. Outreach staff will work closely with Home Again LA program teams to transition families into longer-term housing services.

Ongoing Case Transition and Coordination:
As families stabilize, outreach staff will facilitate warm handoffs into Home Again LA's housing programs, including housing navigation, rental assistance, and case management, to support placement into permanent housing.

Monitoring, Documentation, and Reporting (Throughout the Grant Period):
Program activities will be documented, outcomes tracked, and coordination maintained with community partners to ensure accountability and continuity of care.

The requested funds will directly support staffing capacity required to maintain this schedule of performance, allowing HALA to respond quickly, reduce time spent unsheltered, and ensure families experiencing homelessness have immediate access to solutions and a clear pathway toward housing stability.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

   The proposed outcomes of the Home Again LA Outreach Program will provide a direct and measurable community benefit to low- to moderate-income households by addressing homelessness at the point of crisis and connecting families to stable housing and supportive services.

   Using CDBG funds, Home Again LA will ensure that families experiencing homelessness—who by definition qualify as low- to moderate-income households—receive a rapid, coordinated response when referred by community partners. The program's first outcome is the timely engagement and assessment of families, resulting in placement into emergency shelter or other immediate housing solutions. This outcome reduces the length of time families remain unsheltered, improves safety, and mitigates the broader community impacts of family homelessness.

   A second outcome is the successful transition of families from crisis response into longer-term housing stability. Through coordinated referrals and warm handoffs to Home Again LA's housing programs, families will access case management, housing navigation, and rental assistance that support placement into permanent housing. This outcome helps households stabilize their housing, improve financial security, and reduce the likelihood of future homelessness.

   Collectively, these outcomes strengthen the community by reducing family homelessness, increasing housing stability among low- to moderate-income households, and ensuring that CDBG funds are used to deliver timely, effective services that address urgent housing needs while promoting long-term self-sufficiency.

5. **Please indicate your business address and business information below.**

   Official Business Name: Home Again Los Angeles
   Chief Executive Officer/Director: Albert Hernandez

   Business Address, City, State, Zip Code:
   1304 West Burbank Blvd
   Burbank, California 91506

   Phone Number: 818-848-2822 **E-mail:** Albert@HomeAgainLA.org
   Business License Number: 1003793
   Unique Entity ID: Z4G6KSKHLBZ6 **Tax ID:** 26-2458342

   Project Manager Name: Albert Hernandez

Phone No: 818-848-2822 **E-mail:** Albert@HomeAgainLA.org

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

   Same as above

   Business Address, City, State, Zip Code:

   ,

   Phone No: **E-mail:**

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

   At-risk of homelessness; Families with children; Unemployed/underemployed; Chronically homeless individuals

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   Home Again Los Angeles has access to two databases to maintain client information. We utilize the Homeless Management Information System (HMIS) and we also have Client Track. We are more than equipped to track relevant data that we will utilize to track impact and reach.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   Our Outreach program is 100% dedicated to our Burbank community and will not be combined with our other efforts in neighboring communities.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

    10.A Performance Goal: Rapid engagement and crisis response.
    Goal: Ensure timely outreach and engagement for families experiencing homelessness to reduce time spent in crisis.
    Deliverable: Families referred to the Outreach Program are contacted and assessed within 24–72 hours of referral.
    Activity: Dedicated outreach staff receive referrals from community partners, deploy to engage families in the community, conduct initial needs assessments, and determine immediate safety and housing needs.

    10.B Performance Goal 2: Emergency Shelter and Stabilization

Goal: Provide immediate stabilization for families experiencing homelessness through access to safe, temporary housing.
Deliverable: Families engaged through outreach are placed into emergency shelter or an appropriate short-term housing solution when eligible and available.
Activity: Outreach staff coordinate emergency shelter placements, provide crisis intervention, and connect families to basic resources and supports needed to stabilize during the initial phase of engagement.

10.C Performance Goal 3: Connection to Long-Term Housing Solutions
Goal: Transition families from crisis response into a pathway toward permanent housing and long-term stability.
Deliverable: Families served through the Outreach Program are successfully connected to Home Again LA's housing programs, including case management, housing navigation, and rental assistance.
Activity: Outreach staff complete warm handoffs to internal programs, coordinate with case managers, support documentation and eligibility processes, and maintain follow-up to ensure continuity of care.

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

    HALA leverages funds to make certain this program is operating at full capacity and providing a holistic approach of the resources needed to make certain families are achieving their goals.
    We utilize $250,000 to provide families with motel nights (temporary shelter).
    We utilize $375,000 to provide in the form of security deposits and rental assistance for up to six months per family.
    We utilize $150,000 to provide basic needs for the program including transportation costs/gasoline, insurance, essential items for family members and staffing.
    These are all funds we leverage through other private and government grants that we keep for our Burbank residents.

12. **Did your organization receive funding for the previous program year for the same program?** Yes

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

    Home Again LA received funding for this program in fiscal year 2025-2026. The program we operate has the same concept however, we have more funding this year to assist more families in need.

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
LAHSA	$253000
Rose Hills Foundation	$50000

15. Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).

Dignity Health Foundation - $30,000
Providence Health & Systems - $200,000

16. Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.

Advocacy; Access, Outreach, and Engagement; Shelter and Housing Accessibility; Homeless Prevention

17. For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:

Extremely low: under 30%	70
Very Low: 31% to <50%	15
Low: 51% to <80%	15
Total Low Income Served:	100

Total Number of Persons Served: 50

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
Outreach Coordinator	$45800

Non-Personnel	
Budget Line Item	**Cost**
Supplies	$3000
Telecommunications	$1200

Indirect Costs	
Budget Line Item	**Cost**
	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$45800
Subtotal Non-Personnel	$4200
Total Personnel and Non-Personnel	$50000
Total Indirect Costs	$0
Total	$50000

Cost Per Individual	$1000

Comments to Applicant:

Hi Albert,

Can you please adjust the line items to the total Amount Requested from CDBG only at the top of the application. Foe instance, your total amount requested states $50k however, your total costs with personnel and non-personnel costs are totaling $70,060.

Can you please make sure these amounts match up. Once you re-submit with these changes, the application is complete.

Thank you, Mel

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Kids' Community Clinic of Burbank

Project/Program Name: Dental Treatments and Education for Low Income Children

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Public Service

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $20000

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   Program Description:
   KCDC proposes to take a team of volunteer dental professionals, dental students, and staff to BUSD low
   income area/Title I schools (e.g., Washington Elementary, Providencia Elementary, etc.- as many schools as funding will
   allow) to offer free cavity prevention education, dental screenings, anti-cavity treatments, and free
   toothbrush goodie bags for low income, homeless, special needs children to take home and use to
   improve oral hygiene. Oral health has significant impact on overall health and development. Every cavity
   that needs to be filled eventually progresses to the need to replace the filling with a possible root canal,
   then a crown and potentially or eventually, an implant. Damaged or missing teeth become a source of mental health
   distress for many young people embarrassed to smile and that affects self confidence and social
   development. Our program aims to prevent tooth decay to disrupt that negative cycle of poor health and
   development. Tooth decay is the number one chronic illness affecting school age children, but it is also
   completely preventable.

   The scope of work includes:
   1) Providing schools dental screenings, fluoride treatment, oral health education, brushing and flossing
   instruction, and toothbrush goody bags for every participating student;

2) Developing, offering, and providing dental programs and services for special needs patients;
3) Providing toothbrushes and oral health education tips to organizations giving food baskets;
4) Providing virtual oral health education on line to schools and follow up with toothbrush goody bags for
students;
5) Providing virtual or in person oral health education for parents with toothbrushes and referrals to
community clinics that accept adults;
6) Providing a free community sealant program for any family interested in protecting teeth.
KCDC's mission is to contribute to the "total health" of every child by offering high quality dentistry to any
family in need. KCDC provides free or low cost comprehensive and preventative oral treatments and
education to low income children to improve and invest in their oral health and long term healthy
development. We are committed to community outreach, engagement, and long-term relational patient
care as a dental home who advocates restored health for everyone.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

KCDC's Dental Treatments for Low Income Children Program overall goals, objectives and activities are:

1. Encountering low income children who need access to dental care (full mouth decay)
2. Outreaching at schools, events, and programs where low income children congregate to offer a dental
home for low income, uninsured families
3. Improving the oral health literacy of children through video presentation and hands on learning
4. Engaging volunteer dentists and dental hygienists to travel with us to provide screenings
5. Mentoring pre-dental students to travel with us to gain experience in communities in need
6. Engage school nurses to help contact parents of children with urgent issues, or with decay
7. Providing comprehensive, quality dentistry
8. Helping new patients start and finish treatment plus maintain regular dental visits to prevent instead of
only going for emergencies

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

Program Timing and Activities

1. July – November - Within 4 months of funding:

a. Secure collaborative partners (BUSD schools/ Burbank-based agencies); Funding amount determines how many locations KCDC can visit.
i. Meet with school principal and/or school nurse.
ii. Ensure school administrators review consent forms, program outline, and commitments.
iii. Note that Burbank elementary schools have 300-500 students and KCDC hopes to provide these cavity prevention services to as many children as possible during our visit.
b. Schedule dental program visits;
c. Secure volunteer dentists, dental hygienists, dental students, dental hygiene students, PTA, others for traffic control to keep program moving;
d. Order supplies (PPE disposables, mouth mirrors, fluoride treatment packets, stations set up, equipment, purchase and assemble toothbrush goodie bags;

2. September 2026– May 2027 (within the school year)
a. Within 8 months: Travel to site(s) to provide the free dental program to engage students and educate on prevention;

3. Immediately after school visit: Parents and school nurses receive screening results so follow up dental visits can be scheduled by parents. Nurse calls parents of any child with "urgent" infection or condition and any with current, open decay (as this is transmissible) with results. For rampant decay, if child has no dentist, parent is offered free or low-cost services at KCDC and encourage them to bring child to KCDC for treatment;

4. 1-6 months following school visit: The child becomes a patient; treatment is scheduled to fill all cavities; and complete treatment.

5. Ongoing: Recall every 4-6 months to prevent further decay until age 18. This is creating a dental "home" for families who want a relationship with the dentist throughout the childhood of the patient.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

Outcome #1:
Of the 572 children served by the program, approximately 2% (or 11 children) of urgent cases will be sent to KCDC for care and fully resolved by KCDC's servicing emergency issues asap.
KCDC will offer free emergency visits to all of these cases through contact by the school principal from
September 2026-June 2027.

Outcome #2: Of the 572 children screened 2-5% (or 11-28 children) who were determined to have decay
will have additional follow up. Parents of these children with decay will be contacted and will become
patients of the clinic during the September 2026-June 2027 time frame of when services are provided at
the schools.

5. **Please indicate your business address and business information below.**

Official Business Name: Kids' Community Clinic of Burbank

Chief Executive Officer/Director: Dale Gorman

Business Address, City, State, Zip Code:
400 W. Elmwood Ave.
Burbank, California 91506

Phone Number: 818-841-8010 **E-mail:** dale.gorman@att.net
Business License Number: 9600013
Unique Entity ID: KM7SDXFLZ2J5 **Tax ID:** 95-4791296

Project Manager Name: Ana Gomez, Clinic Manager
Phone No: 818-325-6663 **E-mail:** rda@kidsclinic.org

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

   Other (address/areas/clubs/associations, etc.)

   Business Address, City, State, Zip Code:
   Washington Elementary School, 2322 N Lincoln St, Burbank
   Burbank, California 91504

   Phone No: 818-729-5750 **E-mail:** lauravinyard@burbankusd.org

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

   Families with children; Youth or young adults; Disabled persons; Immigrant individuals/families; Victims of Domestic Violence; Other

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   KCDC has a web-based practice management system called "Open Dental" that retains all patient information, scheduling, xrays, treatment planned, executed, and pending.

   For work accomplished outside our clinic, we collect basic results of the screening for our database and leave the student information results with the school nurse for follow up contact.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   100% of schools served are located in Burbank and students attending those schools, which are primarily Burbank residents.

Since our services will be provided at Burbank Schools, we do not ask for individual student information including where they reside.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

10.A Of the 572 children served by the program, approximately 2% of urgent cases will be helped by KCDC for care and fully resolved by KCDC's providing emergency care asap and for free.

KCDC will offer free emergency visits to all of these cases through contact by the school principal from September 2026-June 2027.

10.B Of the 572 children screened 2-5% (or 11-28 children) who were determined to have decay will have additional follow up. Parents of any screened child with decay will be contacted by the school and will be offered access to become a patient of the clinic during the September 2026-June 2027 time frame as services are provided at the schools.

10.C KCDC will engage 30-50 volunteers to provide this program within a timely manner to enable all children to be screened. These qualified dental hygiene students will be oriented by the Clinic Manager in a 60 minute presentation at their school. They will travel from all over the Los Angeles area (mostly from Culver City, South Bay, and West LA) to Burbank to provide the program.

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

We have $90,000 designated for this social services program. To provide timely and efficient dental education, screening, and treatments, we work with volunteer and Staff Dentists, volunteer and staff hygienists, dental hygiene students, and post bachelor predental students for efficient program execution.

12. **Did your organization receive funding for the previous program year for the same program?** No

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

N/A

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
Delta Dental Community Care Foundation	$75000
Mother Joseph Fund	$15000

15. Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).

KCDC will pursue the following grants to fund the entire program for Dental Treatments & Education for Low Income Children:

American Academy of Pediatric Dentists Foundation
City of Glendale CDBG Social Services grant for Glendale Schools
Dental Trade Alliance Foundation

16. Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.

Capacity Building; Access, Outreach, and Engagement; Health and Stabilization

17. For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:

Extremely low: under 30%	1080
Very Low: 31% to <50%	1349
Low: 51% to <80%	1000
Total Low Income Served:	3429

Total Number of Persons Served: 572

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
Dental professionals	$5400

Non-Personnel	
Budget Line Item	**Cost**
Dental materials, supplies, toothbrushes	$8000
Printed materials	$600

Indirect Costs	
Budget Line Item	**Cost**
School visits Insurances	$3800
Miscellaneous operating costs (communications, mileage, etc.)	$2200

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$5400

Subtotal Non-Personnel	$8600
Total Personnel and Non-Personnel	$14000
Total Indirect Costs	$6000
Total	$20000
Cost Per Individual	$34.97

Comments to Applicant:

Internal Comments:

Program Year 2026-2027

CAPITAL PROJECT APPLICATIONS

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: City of Burbank, Community Development Dept

Project/Program Name: First Time Homebuyers Program

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Capital Project

Applicant Type: City department

Total Amount Requested from CDBG only: $479088

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   The City of Burbank proposes to operate a First-Time Homebuyer Assistance Program using CDBG funding to promote homeownership opportunities for low- and moderate-income households within the city. The program anticipates providing 16-18 households with financial assistance in the form of closing cost support and down payment grants to qualified first-time homebuyers, as defined by HUD guidelines. The City is requesting the remaining balance of capital projects once other capital programs/projects have been determined.

   The City has been awarded CalHome funding from the State of California. These funds are slated to assist 6 households. CDBG funds will provide supplement funding for these households. In addition, CDBG FTHB funds will also be used for other households not assisted with CalHome funds. These funds can be used to assist households purchasing designated low-income housing, or market rate housing. As part of the 2025–2029 Consolidated Plan, which reflects the City's highest priority needs, this program aligns with the goal of increasing affordable housing opportunities through direct financial assistance to help income-eligible households purchase their first home. Program guidelines will be based on household income and asset limits consistent with HUD requirements, verification of first-time homebuyer status, an approved first mortgage loan with reasonable terms and interest rates, compliance with all program criteria, and the purchase of an eligible property located within the City of Burbank.

   The City anticipates approximately 13 affordable ownership units becoming available in the market within the next 18 months. These units present a unique opportunity for income-qualified households to achieve homeownership significantly expanding access to affordable housing in Burbank. By aligning the First-Time Homebuyer Assistance Program with this anticipated inventory, the City can proactively support eligible buyers in securing these homes, ensuring that low- and moderate-income families benefit from upcoming ownership opportunities and strengthening neighborhood stability. The program will also be available for market rate units. Selection of households will be decided in a fair and impartial manner. Selected households will likely be decided by lottery.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**
   Using CDBG funds, the City of Burbank will implement the following activities under the First-Time Homebuyer Assistance Program:
   Financial Assistance for Homebuyers
   Provide closing-cost assistance to reduce upfront expenses for eligible first-time homebuyers.
   Offer down payment grants to help bridge the affordability gap for low- and moderate-income households.
   Eligibility Screening and Compliance
   Conduct income and asset verification based on HUD guidelines.
   Confirm first-time homebuyer status and ensure compliance with program criteria.
   Program Administration
   Manage application intake, review, and approval processes.
   Coordinate with local lenders and real estate professionals to ensure smooth transactions.
   Monitor compliance and maintain records for HUD reporting requirements.
   Community Outreach
   Develop and distribute program information to residents through city channels, community events, and partnerships with housing organizations

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**
   At this time, the City has established preliminary guidelines for the program as outlined in this application. Staff will research HUD CDBG requirements and best practices from similar programs in other municipalities to determine final guidelines. The City plans to begin marketing and outreach for the program by May 2026 and will start accepting applications from eligible first-time homebuyers on July 1, 2026.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**
   According to the National Association of Realtors, The average median age for first-time home buyers is 40 years old whereas in the 1980s buyers were in their 20s. Prices remain out of reach for first time buyers and they face challenges with costs associated with the mortgage such as down payment, taxes, insurance, and closing fees. In addition, fewer first-time homebuyers are entering the market. For example, only 24 % of homes between 2023-2024 were purchased by first time buyers- the lowest since 1981.
   Preserve and Increase Affordable Housing Opportunities
   Assist income-qualified households in overcoming financial barriers to purchasing a home through closing cost and down payment assistance.

• Expected outcome: 16-18 households will achieve homeownership during the program year.

Promoting Housing Stability and Economic Security
• Homeownership fosters long-term stability, reduces housing cost burdens, and builds generational wealth for low- and moderate-income families.
• Expected outcome: Participants will experience improved housing security and reduced risk of displacement.

5. **Please indicate your business address and business information below.**

Official Business Name: City of Burbank, Community Development Dept
Chief Executive Officer/Director: Kasey Lee

Business Address, City, State, Zip Code:
150 N Third St
Burbank, California 91502

Phone Number: 818-238-5212 **E-mail:** klee@burbankca.gov
Business License Number: 0000000
Unique Entity ID: R2ABP7NMRUG7 **Tax ID:** 26-2458342

Project Manager Name: Melania Kuredjian
Phone No: 818-238-5164 **E-mail:** mkuredjian@burbankca.gov

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

Same as above

Business Address, City, State, Zip Code:

,

Phone No: **E-mail:**

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

Veterans; Seniors (55 years of age and older); Families with children; Youth or young adults; Disabled persons; Distressed homeowner's/renter's; Victims of Domestic Violence

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

The City of Burbank will implement a structured system for collecting and managing program data to ensure compliance with HUD and CDBG requirements:

Intake Applications
Applicants will complete a formal intake application that captures household income, assets, first-time homebuyer status, and property eligibility.
Applications will be available in paper format for in-person submission and digital format for online access.

Web-Based Application Portal
A secure, web-based platform will allow applicants to submit required documentation electronically.
The system will include upload functionality for income verification, mortgage approval letters, and other supporting documents.

Data Management and Tracking
Staff will maintain compliance records for HUD reporting, including demographic data and income verification.

Privacy and Security
The system will comply with data security standards to protect sensitive personal and financial information.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

All individuals who qualify for the First-Time Homebuyer Assistance Program will be residents of the City of Burbank purchasing homes within city limits. The program is designed exclusively for Burbank residents, and no other communities or residents living outside of Burbank will be eligible to receive services under this program.

Overall percentage of resident vs. non-resident:
• Burbank Residents: 100%
• Non-Residents: 0%

If there are not enough Burbank resident applicants, then the program may open to applicants who currently work in Burbank. Additionally, other preference criteria may be determined.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

10.A Goal: Increase homeownership opportunities for low- to moderate-income households in Burbank.

Deliverable: Provide financial assistance to at least 16-18 qualified households with $25,000 during the program year.

Activity: Accept and process applications, verify eligibility, and disburse closing cost and down payment assistance to approved applicants.

10.B Goal: Ensure that all program participants occupy the purchased property as their primary residence and will continue to provide proof of residency for the designated term. Program guidelines may include payback requirements.

Deliverable: 100% of grant recipients provide proof of residency.

Activity: Require submission of documentation (e.g., utility bills, driver's license update, or occupancy affidavit) and maintain compliance records in the program database.

10.C Goal: Promote program awareness and accessibility to eligible residents.

Deliverable: Conduct at least 2 community outreach campaigns (e.g., workshops, social media, city newsletters) before and during the application period.

Activity: Develop marketing materials, host informational sessions, and collaborate with local organizations to reach low- and moderate-income households.

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

    In addition to the CDBG funding requested, the City of Burbank plans to pursue additional public funds through the CalHome Grant Program, administered by the Burbank-Glendale-Pasadena Regional Housing Trust. CalHome funds will be leveraged to expand the financial assistance available to first-time homebuyers allowing the City to assist a greater number of low- and moderate-income households in achieving homeownership.

12. **Did your organization receive funding for the previous program year for the same program?** No

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

    N/A

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
Calhomes-Grant	$1200000

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

    Calhomes - the City of Burbank plans to pursue additional public funds through the CalHome Grant Program, administered by the Burbank-Glendale-Pasadena Regional Housing Trust.

16. Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.

Shelter and Housing Accessibility

17. For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:

Extremely low: under 30%	0
Very Low: 31% to <50%	0
Low: 51% to <80%	18
Total Low Income Served:	18

Total Number of Persons Served: 18

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
Admin/Consulting	$79088

Non-Personnel	
Budget Line Item	**Cost**
Down Payment and Closing Cost Fees	$400000

Indirect Costs	
Budget Line Item	**Cost**
	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$79088
Subtotal Non-Personnel	$400000
Total Personnel and Non-Personnel	$479088
Total Indirect Costs	$0
Total	$479088
Cost Per Individual	$26616

Comments to Applicant:

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Family Service Agency of Burbank

Project/Program Name: FSA Security Rehab

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Capital Project

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $15000

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   The primary objective of this project is to replace the outdated and no-longer-economically-repairable security system at Family Service Agency of Burbank (FSA) with a modern, reliable safety infrastructure that ensures the protection of clients, staff, and facility assets — particularly those seeking mental health services, opioid recovery support, domestic violence interventions (including emergency housing and FSA's -and Burbank's only- long-term transitional housing for families fleeing domestic violence), who are often homeless or at risk of homelessness. For each of those, a secure, trauma-informed environment is essential to stability, recovery, and long-term success. Without a dependable security system, there is an increased risk of unauthorized access, disruption of services, and compromised confidentiality — factors that can deter vulnerable individuals from seeking help. Replacing the system will strengthen safety for those we serve and directly support our mission to help individuals and families secure and maintain stable housing, mental health services, and all of the support services FSA offers to the community.
   For more than 70 years, FSA has provided services to vulnerable individuals and families in our community. For the last 20 years, in our building on Burbank Blvd. At this time, our space is not dependably secure. Our system is old, breaking down and beyond repair. We all understand the need to have a secure and safe space, and even more so when dealing with vulnerable populations. We were also told that our system will soon cease to function due to its age and antiquated components, thus necessitating this update as soon as possible. Our building is leased to us by the City of Burbank, who owns the property, while we maintain the property. The security system is our financial responsibility to update per contract and outside of what we can currently afford. We obtained multiple estimates and came to a consensus for the cost to be approximately $15,000.

If approved, we can move to choosing a system and provider, then move to set up an installations schedule. We are told it will take 2 months to complete.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   FSA believes that all individuals and families should live a life that is safe, healthy, and meaningful and that is what we strive to accomplish through our therapeutic, violence intervention, substance recovery, educational, and advocacy services. A new security system will allow us to do so in a safe and secure environment which is essential to client success.

   Specific activities would include assessing proposed systems to determine which is most suitable and cost effective, signing contract with company, and having system installed, as well as any training needed for staff to fully utilize the new system.

   We hold great appreciation for our continued partnership, and the City of Burbank's visionary leadership, and we hope that this will be a capital request that you will agree is vital to the community. With that, we are humbly requesting $15,000

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

   The installation will take approximately two months and will last several decades, as did the last.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

   A modern, reliable safety infrastructure that ensures the protection of clients, staff, and facility assets — particularly those who seeking mental health services, domestic violence interventions, opioid recovery support, or at risk of homelessness. For each of those, a secure, trauma-informed environment is essential to stability, recovery, and long-term success for decades to come.

5. **Please indicate your business address and business information below.**

   Official Business Name: Family Service Agency of Burbank
   Chief Executive Officer/Director: Laurie Bleick

   Business Address, City, State, Zip Code:
   2721 W. Burbank Blvd.
   Burbank, California 91505

   Phone Number: 818-845-7671 **E-mail:** fsaburbank@gmail.com
   Business License Number: 1009118
   Unique Entity ID: NU9HF3FV19A7 **Tax ID:** 95-6118623

   Project Manager Name: Christine Ramos
   Phone No: 818-845-7671 **E-mail:**
   christine.ramos13@yahoo.com

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

   Same as above

   Business Address, City, State, Zip Code:

   ,

   Phone No: **E-mail:**

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

   At-risk of homelessness; Veterans; Seniors (55 years of age and older); Families with children; Unemployed/underemployed; Youth or young adults; Disabled persons; Immigrant individuals/families; Chronically homeless individuals; Victims of Domestic Violence; Formerly incarcerated

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   We have a system in place for our CDGB clients that can be utilized to collect data for this grant, if necessary. This would be part of our intake process, for which we already collect financial data, and would then include the assessment of a CDBG income level for reporting purposes.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   The vast majority of clients live in Burbank, approximately 95%.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

    10.A Goal-1
    Deliverable- Assess security systems and companies reliability
    Activity- which companies quote is most cost effective and system most appropriate for installation

    10.B Goal-1
    Deliverable- Facilitate installation
    Activity- Determine dates for installation- provide access to site

    10.C Goal- 3000 community members to have safe, secure access and use of FSA
    Deliverable- New system installed and operational

Activity Complete installation of new security system

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

    N/A

12. **Did your organization receive funding for the previous program year for the same program?** No

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

    FSA received funding last year to support our Domestic Violence Transitional Shelter program.

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** No

Fund/Grant Name	Amount
	$

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

    This is a one time project and would not require on-going funding.

16. **Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.**

    Capacity Building; Advocacy; Access, Outreach, and Engagement; Shelter and Housing Accessibility; Health and Stabilization; Homeless Prevention

17. **For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:**

Extremely low: under 30%	40
Very Low: 31% to <50%	25
Low: 51% to <80%	20
Total Low Income Served:	85

Total Number of Persons Served: 3000

Only Include CDBG Budget

Personnel

Budget Line Item	Cost
none	$0

Non-Personnel	
Budget Line Item	**Cost**
Security System Upgrade	$15000

Indirect Costs	
Budget Line Item	**Cost**
none	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$0
Subtotal Non-Personnel	$15000
Total Personnel and Non-Personnel	$15000
Total Indirect Costs	$0
Total	$15000
Cost Per Individual	$5

Comments to Applicant:

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Home Again Los Angeles

Project/Program Name: Burbank HALA Homeless Access Center

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Capital Project

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $153360

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   Home Again LA is seeking $153,360 from the CDBG Capital funding from the City of Burbank to help with the rehabilitation costs for the Buena Vista Remodel Project, which will convert a former City of Burbank fire station into the Burbank HALA Homeless Access Center. This innovative project will transform an underutilized public facility into a welcoming, trauma-informed hub of support for homeless and low-income families in the Burbank community.

   The Access Center will serve as a centralized point of entry for low-income households in Burbank, helping prevent homelessness whenever possible and rapidly re-house families who are already experiencing housing instability. By investing in the rehabilitation of this facility, the City of Burbank will help create a sustainable, community-based solution that strengthens families, reduces homelessness, and maximizes the use of existing public assets for public good.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   Once completed, estimated Spring 2027, the Burbank HALA Homeless Access Center will provide short-term housing for four homeless families at one time, along with comprehensive access to critical resources that promote housing stability and long-term self-sufficiency. Families and individuals will receive coordinated support services including housing navigation, employment assistance, financial counseling, and connections to public benefits and community resources.

   With the funding we are respectfully requesting we will be able to cover the complete

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

The Buena Vista Remodel Project, which will establish the Burbank HALA Homeless Access Center, is scheduled to begin in Spring 2026, with project completion anticipated by Spring 2027. The overall renovation timeline is projected to span approximately 12 to 14 months, allowing for phased construction, inspections, and final occupancy readiness.

CDBG funds requested from the City of Burbank will be utilized throughout the renovation period to help offset eligible rehabilitation expenses associated with converting the former fire station into a functional, code-compliant, and family-friendly access center. These funds will support renovation activities including, but not limited to, interior and exterior improvements, accessibility upgrades, safety enhancements, and systems improvements necessary for short-term housing and service delivery.

Renovation activities will be implemented in phases, beginning with site preparation and structural improvements, followed by mechanical, electrical, and plumbing upgrades, interior build-out, and final finishes. The use of CDBG funds will be aligned with project milestones and disbursed as expenses are incurred over the course of construction.

Upon completion in Spring 2027, the Burbank HALA Homeless Access Center will be fully operational and prepared to serve homeless and low-income families in the Burbank community, providing short-term housing and access to critical housing stabilization services.

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

The Burbank HALA Homeless Access Center will generate meaningful and measurable community benefits for low- and moderate-income households by expanding access to housing stability, essential resources, and supportive services within the City of Burbank. By repurposing a former fire station into a centralized access center, this project directly advances the CDBG national objective of benefiting low-income households while strengthening the city's homelessness response system.

Upon opening, the Access Center will provide short-term housing for homeless families, creating a safe and stable environment that allows families to focus on securing permanent housing and employment. Families served will receive individualized case management and housing navigation services designed to rapidly connect them to long-term housing solutions, reducing the length of time families experience homelessness.

In addition to short-term housing, the Access Center will function as a community resource hub for low-income households in Burbank. Individuals and families will have access to critical services including housing assistance, employment support, financial education, benefits enrollment, and referrals to partner agencies. By offering these services in one centralized location, the Access Center will reduce barriers to access, improve service coordination, and increase successful outcomes for households at risk of homelessness.

The project will also contribute to homelessness prevention, helping stabilize low-income households before they enter the homeless system. Early intervention and access to

financial and housing resources will support families in maintaining housing stability, which in turn reduces demand on emergency services and other public systems.

Overall, the Burbank HALA Homeless Access Center will strengthen the community by promoting family stability, reducing homelessness, and improving quality of life for low-income residents. The long-term impact of this project will be a healthier, more resilient Burbank community where vulnerable families are supported, stabilized, and empowered to achieve self-sufficiency.

5. **Please indicate your business address and business information below.**

Official Business Name: Home Again Los Angeles
Chief Executive Officer/Director: Albert Hernandez

Business Address, City, State, Zip Code:
1304 West Burbank Blvd
Burbank, California 91506

Phone Number: 818-848-2822 **E-mail:** Albert@HomeAgainLA.org
Business License Number: 1300184
Unique Entity ID: Z4G6KSKHLBZ6 **Tax ID:** 26-2458342

Project Manager Name: Albert Hernandez
Phone No: 818-848-2822 **E-mail:** Albert@HomeAgainLA.org

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

Other (address/areas/clubs/associations, etc.)

Business Address, City, State, Zip Code:
2244 North Buena Vista Street
Burbank, California 91504

Phone No: 818-848-2822 **E-mail:** Albert@HomeAgainLA.org

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

At-risk of homelessness; Veterans; Seniors (55 years of age and older); Families with children; Unemployed/underemployed; Youth or young adults; Disabled persons; Chronically homeless individuals; Distressed homeowner's/renter's; Victims of Domestic Violence

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

Home Again Los Angeles utilizes intake applications to conduct our initial assessment of client needs. Once that information is captured we place that data into our Homeless

Management Information System (HMIS). That software allows us to generate reports which we can pull and provide to our funders upon request.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   The Homeless Access Center will prioritize Burbank households for all services provided. However, if an unhoused family seeks assistance and all eligible Burbank households on the waitlist have been served, Home Again LA will extend services to that family to ensure that available resources are used effectively and no family in need is turned away when capacity allows.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

    10.A Goal: Provide safe, stable short-term housing for homeless families in Burbank to reduce the duration and impact of family homelessness.

    Deliverable: Completion and operation of the Burbank HALA Homeless Access Center with capacity to serve homeless families in short-term housing.

    Activity: Rehabilitate the former fire station through CDBG-eligible renovation activities, including safety upgrades, accessibility improvements, and interior build-out necessary to support short-term family housing and on-site services.

    10.B Goal: Support low-income households in achieving housing stability and progress toward self-sufficiency through coordinated services.

    Deliverable: Provision of individualized case management, housing navigation, employment support, and financial assistance referrals to households served at the Access Center.

    Activity: Deliver comprehensive case management services, connect families to permanent housing opportunities, assist with employment and income stabilization, and provide referrals to public benefits and community-based resources

    10.C Goal: Prevent homelessness among low-income Burbank households by providing early intervention and centralized access to critical resources.

    Deliverable: Operation of a centralized community access point offering housing stabilization services, workshops, and referrals to partner agencies for low-income households.

    Activity: Conduct intake and assessment, provide housing and financial education workshops, and coordinate referrals to local service providers to help households resolve housing crises before they result in homelessness.

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

The total cost of the Buena Vista Remodel Project is $6,181,142. Home Again LA is directly investing $1.2 million toward this project through monetary contributions and donated materials dedicated exclusively to the Burbank HALA Homeless Access Center.

The requested $153,360 in CDBG funds will be used to help offset increased rehabilitation costs that have occurred since the initial project estimate due to rising construction and material expenses over time. These costs are reflected in the final, contractor-provided budget, which represents the full and complete scope of work required to complete the renovation.

The current project budget is based on finalized construction pricing, and no further cost increases are anticipated. CDBG funding will serve as critical gap funding to ensure the project remains fully funded and proceeds to completion as scheduled without compromising scope, quality, or timeline.

12. **Did your organization receive funding for the previous program year for the same program?** No

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

Home Again Los Angeles has never applied for Capital Funds from the City of Burbank. We've applied for and been approved for Public Service Funds so we can implemented Street Outreach services in our community.

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** No

Fund/Grant Name	Amount
	$

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

Home Again LA has secured contributions from IKEA Burbank to help remodel the kitchen. We also have confirmed Warner Bros. Discovery to provide funding for the solar panel installation. Home Again LA has secured half a million in funds from the Department of Housing and Urban Development to help with the project including matching funds from the Burbank Glendale Pasadena Housing Trust Fund. And, Home Again LA, has already put forth over $60,000 in our own funds into the pre-construction cost of this project that is going to help thousands of Burbank families for years to come.

16. **Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.**

Capacity Building; Advocacy; Access, Outreach, and Engagement; Shelter and Housing Accessibility; Health and Stabilization; Homeless Prevention

17. For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:

Extremely low: under 30%	250
Very Low: 31% to <50%	150
Low: 51% to <80%	100
Total Low Income Served:	500

Total Number of Persons Served: 500

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
N/A	$0

Non-Personnel	
Budget Line Item	**Cost**
Construction	$153360

Indirect Costs	
Budget Line Item	**Cost**
	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$0
Subtotal Non-Personnel	$153360
Total Personnel and Non-Personnel	$153360
Total Indirect Costs	$0
Total	$153360
Cost Per Individual	$306.72

Comments to Applicant:

Internal Comments:

CITY OF BURBANK
2026-27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR FUNDING PROPOSALS FOR PUBLIC SERVICES AND CAPITAL PROJECTS

Project/Program Summary

Organization Name: Kids' Community Clinic of Burbank

Project/Program Name: Capital Improvements for 400 W Elmwood

Project/Program Selection: (If an entity is considering in applying for multiple programs, an individual proposal must be submitted separately for each activity.)

Capital Project

Applicant Type: Non-Profit or For-Profit Organization

Total Amount Requested from CDBG only: $50000

1. **Project/Program Description: Describe the project/program you intend to operate using CDBG funding.**

   Project: We are requesting capital funding to replace the failing roof at the Kids' Community Dental Clinic located at 400 W. Elmwood Ave. Burbank 91506. This important infrastructure project will secure the facility, ensuring uninterrupted services for low income families including children, plus adults who will start a workforce training program with Burbank Adult School in Fall 2026 (adults who are trying seeking employment) and this repair will provide long-term operational sustainability. This building will be used for dental treatments through 2026 and part of 2027 until our license is moved to another location. After that, this building will be used in a collaboration with the Burbank Unified School District's Adult School to host dental assisting students at this site on an ongoing basis indefinitely.

2. **Project/Program Activities: Describe the activities you intend to provide using the CDBG funds.**

   The existing roof has exceeded its useful life of 18 years and while it is not yet leaking, it has lost shingles in a recent wind storm, and expensive equipment are in every room of the building and we cannot risk damage to dental equipment. As documented in the enclosed Cannon Construction estimate, recent assessments have identified [specific issues, e.g., significant water damage, structural compromise, mold risk] that pose an immediate threat to the health and safety of our residents/clients. Failure to address this capital need will result in a temporary closure to our patients, volunteer dentists, and students.

3. **Project/Program Time of Performance: Describe your proposed schedule of performance and associated activities using CDBG funds.**

   July 2026 through June 2027

Roof to be constructed depending on availability of materials, vendors, and school schedules so children are not in the area when the construction is scheduled (preferably over a break or holiday when the building is not needed for patients or students).

4. **Project/Program Outcomes: Describe your proposed outcomes that will result in a community benefit to low-to moderate-income households using CDBG funds.**

   The proposed roof repair project will ensure a safe and risk-free dental clinic environment for all our patients in and beyond Burbank and will also benefit the city and schools of Burbank by providing good stewardship of city resources in the building KCDC rents. KCDC's patient demographic all fall under 200% FPL so by ensuring the good working order of our current leased space through BUSD, the project continues to meet the needs of this vulnerable population.

5. **Please indicate your business address and business information below.**

   Official Business Name: Kids' Community Clinic of Burbank dba Kids' Community Dental Clinic
   Chief Executive Officer/Director: Dale Gorman

   Business Address, City, State, Zip Code:
   400 W. Elmwood Ave.
   Burbank, California 91506

   Phone Number: 818-399-1373 **E-mail:** dale.gorman@att.net
   Business License Number: 9600013
   Unique Entity ID: KM75DXFLZ2J5 **Tax ID:** 95-4791296

   Project Manager Name: Dale Gorman
   Phone No: 818-399-1373 **E-mail:** dale.gorman@att.net

6. **If awarded CDBG funding, describe the location(s) of where the services will be provided.**

   Same as above

   Business Address, City, State, Zip Code:

   ,

   Phone No: **E-mail:**

7. **Project/Program Beneficiaries: Identify the target population you intend to serve using CDBG funds. You may mark more than one.**

   At-risk of homelessness; Seniors (55 years of age and older);
   Unemployed/underemployed; Youth or young adults; Disabled persons; Immigrant individuals/families

8. **Does your organization have the system structure to collect and maintain demographic information for purposes of quarterly reporting?** Yes

   Please describe your system of collecting the data (i.e. intake applications, web-based applications, etc.).

   KCDC has a web-based practice management system called "Open Dental" that retains all patient information, appointment
   scheduling, xrays, treatment planned, executed, and pending, patient notes, medical information.

   For work accomplished outside our clinic, we collect basic results of the screening for our database and leave
   the student information results with the school nurse for follow up contact.

   We will utilize BUSD Adult School's system of registration and student tracking.

9. **Project/Program Delivery Area: Please include any other communities or residents living outside of Burbank that will be eligible to receive services from your program/project. Provide the overall percentage of resident vs. non-resident.**

   Burbank residents make up the majority of the clinic patients and programs for children.

   In 2024, we served 14,438 individuals with most from local Burbank Schools, parks, and non-profit
   organizations.

   Generally, KCDC provides services at schools located in Burbank surrounding communities and the majority of patients are currently Burbank residents.

   For Burbank Adult school students, we anticipate that 100% of the students will be Burbank residents who will utilize this space.

10. **Measurable Outcomes: Please provide performance goals, proposed outcomes (deliverables) and activities your organization expects to achieve in a 12-month period with the use of CDBG funds.**

    10.A The proposed project involves the full replacement of the existing roofing system with a shingle roof to ensure a durable and lasting solution on this site. Our objectives are:

    To install a code-compliant, weather-tight roofing system within 6 months of funding receipt (subject to availability of materials, vendors, and school schedules - so children are not in the area when the construction is scheduled (preferably over a break or holiday when the building is not needed for patients or students).

    10.B To protect the building's interior infrastructure by eliminating the risk of health and safety hazards during the use of the building for the staff, providers, volunteers,

families, patients, students and enable to continuous delivery of either dental treatments for children, dental assistant training or both.

10.C This investment is a long-term solution that ensures the building's structural integrity for the next 20 years, providing a stable foundation for the Kids' Community Dental Clinic to continue its vital mission of providing free and low cost dental treatments for children.

Lastly, KCDC's goal is to operate without disruption for 20 more years in this location to see patients and provide space with dental equipment for students to learn about dentistry and how to be valuable in the dental field.

11. **Based on the CDBG funding requested, include the amount of private/public funds that will be leveraged to administer the program/project. Do not include any funds that are committed to other programs/projects or in-kind services, or volunteer hours.**

    Our intent is to utilize the full amount of this grant to complete this roof project. We have many different grant proposals at various stages for various dental programs, but this is the only grant request for the 400 W. Elmwood building.

12. **Did your organization receive funding for the previous program year for the same program?** No

13. **If your organization received funding for the previous year, but the program is different, please briefly explain how:**

    N/A

14. **On a level of sustainability (program longevity), has your organization or Board approved applying, collaborating, or accepted any State, Federal, County, or philanthropic grants, benefits, or other non-CDBG funding in 2024?** Yes

Fund/Grant Name	Amount
Delta Community Cares Foundation	$75000
Mother Joseph Fund	$15000
Community Foundation of the Verdugos	$11000

15. **Please indicate the funds your organization will consider or pursue, if applicable (Do not include fundraising campaigns).**

    KCDC will pursue requesting funds from greater Los Angeles foundations or from the Burbank Unified School District for this building improvement. However, this may delay the start of a workforce training program intended for Fall 2026.

16. **Does your project or program provide a direct service as an operator, service provider, developer, or owner in supporting the City's homelessness strategies below)? Mark all that apply to your programs.**

    Capacity Building

17. For Economic Development Activities, please indicate the number of persons of each income level that your program will assist:

Extremely low: under 30%	1080
Very Low: 31% to <50%	1349
Low: 51% to <80%	1000
Total Low Income Served:	3429

Total Number of Persons Served: 3400

Only Include CDBG Budget

Personnel	
Budget Line Item	**Cost**
N/A	$0

Non-Personnel	
Budget Line Item	**Cost**
Construction - roof	$50000

Indirect Costs	
Budget Line Item	**Cost**
N/A	$0

Totals Summary	
Description	**Amount $**
Subtotal Personnel	$0
Subtotal Non-Personnel	$50000
Total Personnel and Non-Personnel	$50000
Total Indirect Costs	$0
Total	$50000
Cost Per Individual	$14.71

Comments to Applicant:

Internal Comments:

ATTACHMENT 4

FY 2026-27 CDBG *Public Service* Funding Recommendations

(A) Department/Agency	(B) Program	2025 Funding			2026 Recommendations		
		(C) Request Amount	(D) Goals Committee Recommendations	(E) FY 2025 City Council Approval	(F) Request Amount	(G) CDBG Committee Recommendations (*Projected Allocation*)	(H) Adjusted to Reflect HUD Actual Allocation (*Adjusted proportionally based on % of grant and rounded to 100*)
Armenian Relief Society	Social Services promoting self-sufficiency	$ 33,772.00	$ 13,500.00	$ 13,000.00	$ 69,523.00	$ 13,000.00	$ 13,000.00
Boys & Girls Club of Burbank	Summer and after-school camperships	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 19,900.00
Burbank Housing Corporation	After-School Access Program	$ -	$ -	$ -	$ 18,860.00	$ 0.00	$ 0.00
Burbank Noon Lions	Eye/ear testing and services	$ 4,869.00	$ 0.00	$ 1,600.00	$ 5,024.00	$ 3,000.00	$ 3,000.00
Burbank Temporary Aid Center	Emergency assistance for homeless	$ 60,500.00	$ 45,000.00	$ 45,000.00	$ 60,000.00	$ 40,000.00	$ 39,900.00
Family Service Agency	Therapeutic care	$ 45,000.00	$ 30,000.00	$ 30,000.00	$ 40,000.00	$ 25,000.00	$ 24,900.00
Fine Arts Revolution	Art therapy for homeless	$ 5,000.00	$ 3,320.45	$ 3,349.70	$ 5,000.00	$ 0.00	$ 0.00
Home Again Los Angeles	Homeless outreach	$ 50,000.00	$ 47,867.00	$ 48,000.00	$ 50,000.00	$ 44,949.70	$ 44,771.45
Kids Community Dental Clinic	Dental treatments and education	$ -	$ -	$ -	$ 20,000.00	$ 15,000.00	$ 14,900.00
	Total Funding Requested	**$ 219,141.00**	**$ 159,687.45**	**$ 160,949.70**	**$ 288,407.00**	**$ 160,949.70**	**$ 160,371.45**
	Total Funding Available	**$ 159,687.45**	**$ 159,687.45**		**$ 160,949.70**		
	Funding Shortage/Excess	**($ 59,453.55)**			**($ 127,257.30)**		

FY 2026-27 CDBG *Capital* Funding Recommendations

(A) Department/Agency	(B) Program	2025 Funding			2026 Recommendations		
		(C) Request Amount	(D) Goals Committee Recommendations	(E) FY 2025 City Council Approval	(F) Request Amount	(G) CDBG Committee Recommendations (*Projected Allocation*)	(H) Adjusted to Reflect HUD Actual Allocation
City of Burbank	Buena Vista St. Homeless Access Center/HALA Headquarters Office	$ 691,978.95	$ 691,987.95	$ 697,448.70	$ -	$ -	$ -
City of Burbank	First-Time Homebuyer Program				$ 479,088.70	$ 479,088.70	$ 476,582.95
Family Service Agency	Secruity Rehab at FSA Facility				$ 15,000.00	$ 15,000.00	$ 15,000.00
Home Again LA	Buena Vista Homeless Access Center				$ 153,360.00	$ 153,360.00	$ 153,360.00
Kids Community Dental Clinic	Roof Replacement Project at 400 W Elmwood				$ 50,000.00	$ 50,000.00	$ 50,000.00
	Total Funding Requested	**$ 691,978.95**	**$ 691,987.95**	**$697,448.70**	**$ 697,448.70**	**$ 697,448.70**	**$ 694,942.95**
	Total Funding Available	**$ 691,978.95**			**$ 697,448.70**		

ATTACHMENT 4 -1

Correspondences

Please Note: If Additional Documents/Correspondences are submitted for this item, they will be periodically posted to the City website for public viewing.

Adoption of a Resolution to Approve the Annual Action Plan for the Fiscal Year 2026-2027 Community Development Block Grant (CDBG) Program

City Council
June 16, 2026

COMMUNITY DEVELOPMENT

CDBG Overview

- Goal is to develop viable urban communities through:
  - Public Service Programs
  - Capital Improvements
  - Economic Opportunities

- Annual Allocation – Approximately $1 Million

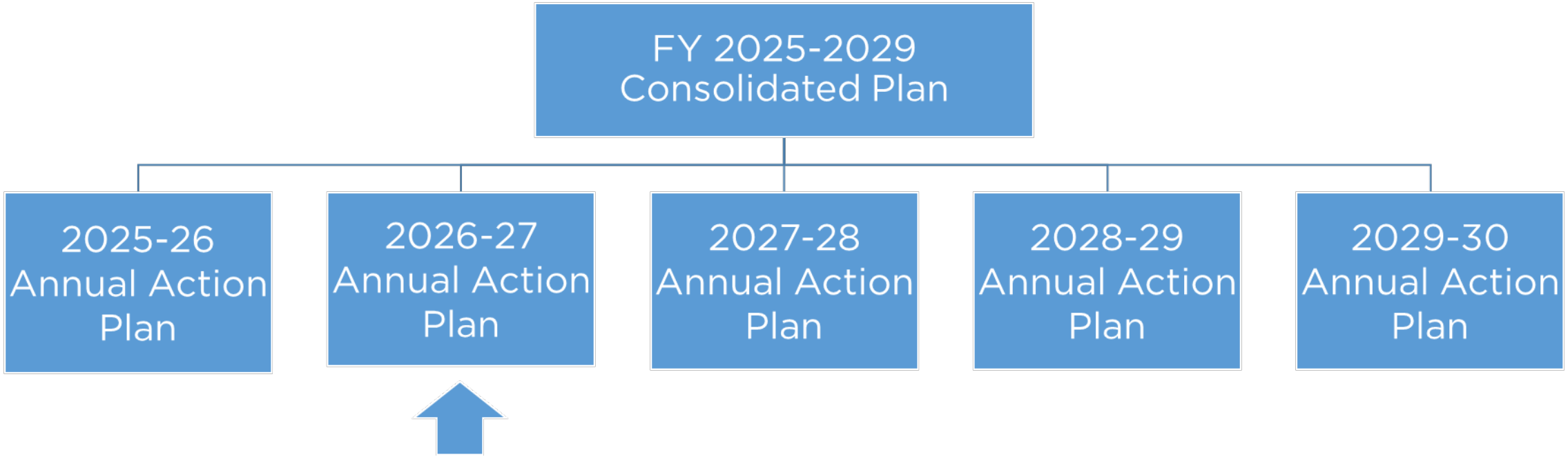
  15% - Public Services

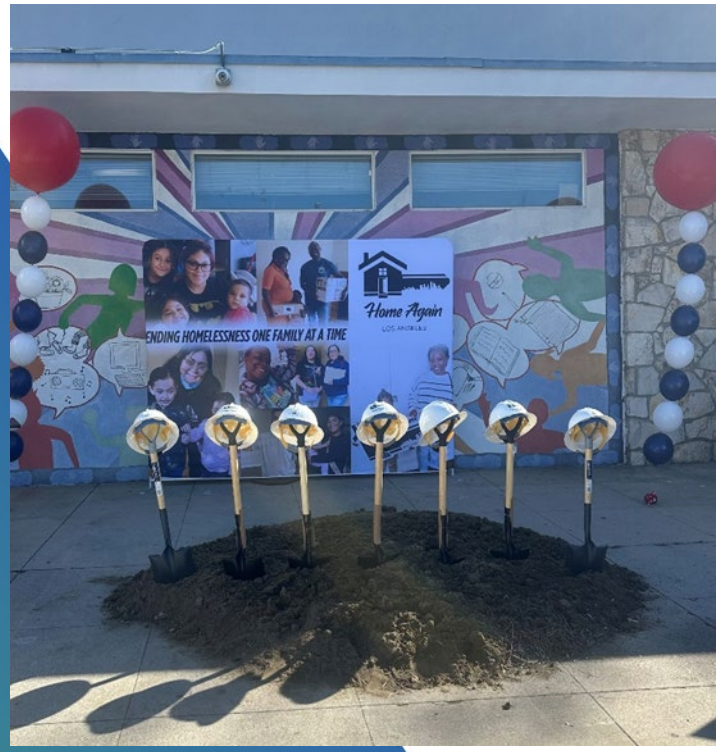
  65% - Capital Projects

  20% - Administration

FY 2025-29 CDBG Consolidated Plan

- Support and Strengthen Homeless Services
- Expand and Improve Affordable Housing Options
- Improve Quality of Life through Neighborhood Revitalization





FY 2025-26 CDBG Subrecipient Update

- Seven public-service grants approved
- Six are on target to expend funds / meet program accomplishments
- Buena Vista Homeless Access Center project underway

FY 2026-27 CDBG Allocation

Total FY 2026-27 Allocation	$1,069,143
Public Service (15%)	$160,371.45
Capital (65%)	$694,942.95
Administration (20%)	$213,828.60

CDBG Public Services – Recommendations

Total Available - $160,371.45

1.	Armenian Relief Society	$13,000
2.	Boys and Girls Club of Burbank	$19,900
3.	Burbank Noon Lions	$ 3,000
4.	HALA/The Pantry	$39,900
5.	Home Again Los Angeles	$44,771.45
6.	Family Service Agency	$24,900
7.	Kids Community Dental Clinic	$14,900

CDBG Capital / Economic Development

Total Available - $694,942.95

Agency	Program	Amount Recommended
Family Service Agency	Security Rehab at FSA Facility	$15,000.00
Home Again LA	Buena Vista Homeless Access Center	$153,360.00
Kids Community Dental Clinic	Roof Replacement Project	$50,000.00
City of Burbank	First-Time Homebuyer Program	$476,582.95

First-Time Homebuyer Program

- Aligns with Consolidated Plan Priorities
- Promotes homeownership opportunities for low- and moderate-income households (80% AMI)
- Up to $50,000 for closing cost assistance
- Assists an estimated 6–8 households
- CDBG funds supplement CalHome funding
- Supports affordable & market-rate ownership opportunities

Recommendation

- Approve the FY 2026-27 CDBG Funding Recommendations
- Approve the filing of applications and certifications for the CDBG and HOME programs

Questions?

Contact:

Melania Kuredjian
Administrative Analyst II
mkuredjian@burbankca.gov

Kasey Lee
Housing Development Manager
klee@burbankca.gov

RESOLUTION NO. 26-29,716

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING AND APPROVING:

1. THE SUBMISSION OF THE FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN UNDER THE FIVE-YEAR CONSOLIDATED PLAN FOR FISCAL YEARS 2025-2029 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD);
2. THE FILING OF APPLICATIONS AND CERTIFICATIONS FOR FEDERAL FUNDS FOR FISCAL YEAR 2026-2027 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS; AND
3. THE CITY MANAGER OR DESIGNATED OFFICIAL TO EXECUTE CDBG AGREEMENTS AND AMENDMENTS WITH SUBRECIPIENTS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The City of Burbank ("City") prepared a Consolidated Plan ("Plan") for Fiscal Years (FY) 2025-2029, outlining the City's framework for fulfilling housing and community development goals utilizing federal Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") funds. As part of the Plan, the City is required to submit annually an Annual Action Plan updating and describing activities/projects that will be implemented to accomplish the goals and objectives stated in the Plan.

B. The Annual Action Plan together with applications for federal funds, the Final Statement of Community Development Objectives and Projected Use of Funds, and program certifications must be submitted to the U.S. Department of Housing and Urban Development ("HUD") no later than August 16, 2026.

C. A public meeting was held by the City Council on June 16, 2026, for the purpose of obtaining public comments on the Annual Action Plan for program year July 1, 2026 - June 30, 2027. Public meetings were held by the Community Development Block Grant Committee of the City (the "Committee") on February 17 and February 25, 2026, for the purpose of preparing recommendations for the programs and projects which would serve the City's community development needs consistent with federal laws and regulations.

D. Council has received the report and recommendations of the Committee, and the Statement will be finalized in accordance with Council direction and filed with HUD as part of the Annual Action Plan.

E. Council desires to enter into that certain Community Development Block Grant Funding Approval/Agreement (the "CDBG Agreement") with the U.S. Department of Housing and Urban Development ("HUD") in the form presented at this meeting. Each program (CDBG and HOME) has both a Funding Approval/Agreement to be subsequently executed and a Federal Fund Application to be submitted with the Annual Action Plan.

F. Council desires to enter into that certain HOME Investment Partnerships Grant Funding Approval/Agreement (the “HOME Agreement”) with HUD to continue federal assistance under the HOME Investment Partnerships Act, 42 U.S.C. 12741-12839 in the form presented at this meeting.

G. HOME program activities are included in the Annual Action Plan. HOME funds must be used for affordable housing activities for very low and low-income households. General eligible activities include real property acquisition including assistance to homebuyers, new construction, reconstruction, moderate and substantial rehabilitation, and tenant based rental assistance. The actual use of these funds will be approved by the City Council at a later date.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The FY 2026-2027 Annual Action Plan under the Consolidated Plan Submission (FY 2025-2029) for community planning and development programs is approved and shall be submitted to HUD. In the approval of this document the following items in a) and b) are also approved:

a. The FY 2026-2027 Proposed Statement of Community Development Objectives and Projected Use of Funds to be finalized is approved and the City Manager is authorized to execute and submit to HUD the Statement for federal assistance under the Housing and Community Development Acts of 1974 and 1987, including substantial and non-substantial adjustments and amendments to be made as approved by Council or administratively on a pro-rata basis depending on the actual funding received, re-programming of prior year unexpended CDBG funds, and/or program description revisions for the use of capital/economic development activities and public services, as applicable.

b. The projected uses for the FY 2026-2027 HOME Investment Partnerships (HOME) Program.

2. Upon receipt from HUD, the City Manager, or his designee, is authorized to approve and execute the CDBG Agreement and the HOME Agreement as executed by HUD and is authorized to make any non-substantive changes to the Agreements subject to City Attorney approval as to form.

3. The capital/economic development project uses to be funded by CDBG for FY 2026-2027, as directed by City Council are set forth in Exhibit “1”, which is attached

hereto and incorporated by this reference. The City Clerk is directed to modify Exhibit “1” to reflect the Council approved capital/economic development project uses.

4. The public service uses to be funded by CDBG for FY 2026-2027 as directed by City Council, are set forth in Exhibit “2”, which is attached hereto and incorporated herein by this reference. The City Clerk is directed to modify Exhibit “2” to reflect the Council approved public service uses.

5. The Council hereby authorizes the CDBG capital projects and CDBG public service uses, as approved by Council, to be included in the FY 2026-2027 Annual Action Plan and Final Statement of Community Development Objectives and Projected Uses of Funds, including authorized substantial adjustments and amendments for Capital/Economic Development Projects, and administrative approval to adjust and amend figures proportionally for capital projects and public service programs on a pro rata basis depending on the actual funding received, re-programming of prior year unexpended CDBG funds, and/or revisions to program descriptions for the use of public services and capital/economic development activities in accordance with the adopted City of Burbank Citizen Participation Plan, amended May 2020. The Financial Services Director is authorized to make such other revisions, individual appropriation line-item adjustments, fund totals, grand totals, or other changes, as necessary to the City’s Annual Adopted Budget to reflect the CDBG allocation and implementation of the programs specified in this resolution as directed by Council and in accordance with HUD.

6. The Community Development Director, as the designee of the City Manager, is authorized to enter into agreements with the CDBG subrecipients set forth in Exhibits “1” and “2” (the “Subrecipient Agreements”) (except where the City is a subrecipient, in which case, a memorandum of obligations shall be prepared), and the Subrecipient Agreements shall comply with federal requirements and shall be substantially in the form attached as Exhibit “3” to this resolution subject to non-substantive changes or amendments with prior approval from the City Attorney. The Subrecipient Agreements shall be approved as to form by the City Attorney, and the City Clerk shall attest each on behalf of the City, before the agreements may be executed.

7. The Community Development Director, as the City Manager’s designee, is further authorized to substantially amend and/or extend the completion date of certain CDBG agreements with prior subrecipients involving capital project contracts (the “Amendments”). The Amendments shall be recorded in an updated memorandum of obligations (where the City is the subrecipient), in a version to be approved as to form by the City Attorney, and the City Clerk shall attest each on behalf of the City.

8. The Community Development Director, as the City Manager’s designee, shall act as the City’s Certifying Officer under 24 CFR, Part 58 – Environmental Review Procedures.

9. The agreements referenced in Sections 6 and 7 above are on file at the City Clerk's office and the City Clerk is directed to retain the agreements referenced herein, as a public record for a period not-to-exceed the records retention schedule for CDBG.

PASSED and ADOPTED this 16th day of June 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

By: _s/Ray Johal_____
Ray Johal
Senior Assistant City Attorney

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

I, Linda Thai, Assistant 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 16th day of June 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Mullins.

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

EXHIBIT 1
CDBG CAPITAL/ECONOMIC DEVELOPMENT PROJECTS

Applicants	Project Proposals	Project Amount
CDD- First Time Homebuyer Program	Financial assistance in the form of closing cost support and down payment grants to qualified first-time homebuyers.	$476,582.95
Family Service Agency	Replacement of the security system with modern infrastructure to ensure the protection of clients, staff, and facility assets.	$15,000.00
Home Again LA	Buena Vista Homeless Access Center - Construction to Install Tiny Homes and renovate structure for case management	$153,360.00
Kids Community Dental Clinic	Facility improvement - Roof replacement	$50,000.00

EXHIBIT 2
CDBG PUBLIC SERVICES

Applicants	Project	Program Amount
Armenian Relief Society	Community Social Services Program	$13,000.00
Boys & Girls Club	After-school & Summer Program Scholarships	$19,900.00
Burbank Noon Lions	Eye and ear care	$3,000.00
Family Service Agency	Residential Therapeutic Care for Special Homeless Populations	$24,900.00
HALA Burbank Temporary Aid Center	Emergency Assistance	$39,900.00
Home Again LA	Homeless Outreach Services	$44,771.45
Kids Community Dental Clinic	Dental Treatments for Low-Income Children	$14,900.00

EXHIBIT 3
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
[INSERT NAME, PROGRAM YEAR AND PROJECT NAME]

This agreement is effective as of the Effective Date below and is between the City of Burbank, a municipal corporation ("City"), and the Subrecipient listed below (collectively, "Parties" or individually, "Party").

RECITALS

A. On _____, the City received from the United States Department of Housing and Urban Development ("HUD") a grant identified as B-24-MC-06-0513 (the "HUD CDBG Grant") under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended ("Act"), to carry out the Community Development Block Grant Program ("CDBG Program") HUD CDBG Grant agreement.

B. The City has designated the Community Development Department ("CDD") to provide proper planning, coordination, and administration of the City's CDBG Program under the City's HUD CDBG Grant.

C. The Subrecipient is _____[INSERT NAME AND LEGAL ENTITY STATUS – CONFIRM AGAINST THE SECRETARY OF STATE BUSINESS SEARCH WEBSITE AT https://bizfileonline.sos.ca.gov/search/business]. Subrecipient represents that it is qualified and willing to perform the Program's services and desires to administer the Program in accordance with the requirements set forth in this agreement, the CDBG Program, and the HUD CDBG Grant.

D. From the HUD CDBG Grant, the City has appropriated _____ [INSERT AMOUNT] ("Program Funding") for Fiscal Year 2026-27, Public Services ("Program") proposed by the Sub-recipient. The City desires to engage the Subrecipient to administer the Program and provide the services described in this agreement.

E. The Effective Date for this agreement is July 1, 2026, or if no written date, the last date of the signatories.

THEREFORE, in consideration of the Parties' mutual promises, the Parties agree as follows:

TERMS OF AGREEMENT

1. Scope of Service

A. Activities: The Subrecipient is responsible for administering the Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing the Program's Funding, including, but not limited to, compliance with 24 CFR § 507.201(e) describing eligible public services activities. The Program must include CDBG Program-eligible activities listed in Attachment A-1, which is attached to this agreement and

is incorporated into this agreement by reference (each an "Activity" and collectively, the "Activities"). Parties must comply with all requirements set forth in Attachment A-1.

B. National Objectives: The Subrecipient activities carried out with the Program's Funding provided under this agreement must meet one or more of the CDBG Program's National Objectives under 24 CFR § 570.506(b), as further described in Attachment A-1.

C. Performance Measures: City will monitor the performance of the Subrecipient against Attachment A-1. Substandard performance, as reasonably determined by the City and as more fully described in this agreement, will constitute noncompliance with this agreement. The City shall notify the Subrecipient in writing under the terms of Section 11.I. of this agreement. If the Subrecipient fails to correct substandard performance within the date specified by the City, or if no date is specified, within a reasonable period of time after being notified, the City reserves the right to suspend or terminate this agreement.

D. Budget: The total itemized budget amount for the Program is described in Attachment A-2, which is attached to this agreement and incorporated into this agreement by reference. All budget modifications require a formal written amendment to this agreement to be approved by the City, and must be limited within 10% adjustment of the approved budget. Requests for Budget modifications must be submitted to the City no later than May 1, 2025. The Subrecipient will not be reimbursed for any costs incurred that are deemed ineligible under this agreement (see Section 3 below).

E. Changes to the Scope of Work: Any material changes in the Activities, Program services, budget, or other provisions in this agreement, unless otherwise noted, may only be made through written amendment to this agreement, executed by the Subrecipient and the City, in writing. CDD has the sole and exclusive right to determine if the modification request constitutes a "material" term under this agreement.

2. **Term:**

The term of this agreement commences July 1, 2026 and continues until June 30, 2027 (the "Term"), unless terminated earlier pursuant to the terms of this agreement. This agreement does not provide for reimbursement of any expenditures incurred by the Subrecipient before the date of commencement or after the date of termination. Despite the foregoing, the term of this agreement and the provisions in this agreement will be extended to cover any additional time period during which the Subrecipient remains in control of HUD CDBG Grant or other CDBG Program assets, including Program Income, as defined below.

3. **Compensation:**

A. Amount of Compensation: The total amount that the City can obligate to fund the Subrecipient's Program under this agreement is the amount of the Program Funding as set forth in the recitals.

B. Allowable Costs:

i. The Subrecipient must comply with applicable regulations, policies, guidelines and requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards ("Uniform Requirements"), Subpart E-Cost Principles, §§ 200.400-200.475 except as described in 24 CFR § 570.502(a). Accordingly, the Subrecipient must maintain support for direct costs, eligible personnel costs, indirect costs, and general provisions for selected items of costs, including, but not limited to: audit services, depreciation, equipment, insurance, materials and supplies, professional service, travel, and transportation.

ii. For purposes of this agreement, "Allowed Costs" are those costs either:

(a) Incurred directly for the Program, including eligible personnel and direct assistance costs used only for the Program ("Direct Costs"); or

(b) Those which can be divided and allocated between the City and the Subrecipient based upon the benefit provided to the Program ("Indirect Costs").

iii. If Indirect Costs are to be charged under this agreement, the Subrecipient must develop an Indirect Cost allocation plan for determining the Sub-recipient's appropriate share of administrative costs and must submit the plan to the City for approval in writing.

C. Program Income: For the purposes of this agreement, the term "Program Income" has the same meaning provided in 24 CFR § 570.500(a), or any replacement or succeeding statute, as may be in effect during the Term of this agreement. All Program Income generated by the Subrecipient within the applicable reporting period, and cumulative for the Program year must be reported by the Subrecipient in the Quarterly Progress Report, as defined below.

D. Method of Compensation: The Subrecipient must submit an original, itemized invoice ("Invoice") to the City for approval before receiving compensation for Program expenditures. The Subrecipient must submit the Invoice, at a minimum, on a monthly basis, for reimbursement of eligible personnel and operational expenses under the Uniform Requirements. The Subrecipient must maintain copies of the invoice and supporting documentation for monitoring such as:

i. Time sheets or cards showing actual hours worked on the Program, including payroll check copies;
ii. Itemized direct costs;
iii. Allocable indirect costs;
iv. Complete source documentation in accordance with the budget; and
v. Optional: A copy of a general ledger with information satisfactory to the City to ensure that expenses reimbursed have been properly settled with each invoice.

If applicable, the Subrecipient must draw down on Program Income before being compensated under this agreement.

E. Payment of Invoice: Upon the City's receipt and approval of the Invoice, the City shall pay the Subrecipient within a reasonably prompt manner consistent with the City's normal procedures for payable accounts. Final Invoices for Program expenses must be submitted to the City by July 15, 2027 for the City to meet CDBG public service requirements to expend HUD CDBG Grant funds before the end of the fiscal year.

4. **Disallowed Costs:**

A. Notification: If a HUD fiscal monitoring or City monitoring of financial or programmatic audit reveals that the Subrecipient has used the Program's Funding for questionable expenditures under this agreement or applicable Federal statutes or regulations ("Disallowed Costs"), the City will notify the Subrecipient in writing and allow the Subrecipient to justify expenditures before making a final determination.

B. Determination: Upon the City's final determination of Disallowed Costs, if any, the Subrecipient must pay the City, in non-federal funds, the amount of the disallowance within thirty (30) calendar days of receipt of final notice of determination from the City. The Disallowed Costs may be paid in one lump sum or in increments as agreed upon in a repayment plan. The Subrecipient understands that any repayment plan submitted is subject to City's approval and must comply with any CDBG Funding requirements.

5. **Records and Monitoring:**

A. Quarterly Progress Reports. Designated City staff will conduct quarterly Program reviews on the extent to which the Program has been implemented, Performance Goals achieved, effectiveness of Program management, impact of the Program, and eligibility of Program beneficiaries. To assist the City's performance monitoring, the Subrecipient must submit to the City Quarterly Progress Reports ("QPRs") on the progress of Program Activities and Performance Goals. QPRs must be submitted by the 15th day of October, January, April and July beginning July 1, 2026. An example of a QPR is Attachment B, which is attached and incorporated into this agreement by reference.

B. Financial Records. The Subrecipient is responsible for maintaining financial records, supporting documents, statistical reports, official files, and other evidence pertaining to all costs incurred as required by all applicable City, HUD, and federal regulations in compliance with 2 CFR § 200.333 ("Financial Records").

C. Audit Requirements: The Subrecipient shall submit to financial audits depending upon the level of HUD CDBG Grant funds received as follows:

i. Annual Reports: Sub-recipients receiving less than Twenty-Five Thousand Dollars ($25,000) in HUD CDBG Grant funds per year shall complete an annual unaudited financial statement compilation for years in which these grant funds are received. The unaudited financial statement compilation provided must include an itemization of the receipt and use of the City's HUD CDBG Grant. An attestation statement must be provided by the Sub-recipient's Chief Executive Officer that the financial statements being submitted are true, correct, free of any material misstatement, and that the Program's Funding was spent following the HUD CDBG Grant requirements. The Subrecipient shall complete the financial statement compilation within one hundred and eighty (180) days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one copy of the annual unaudited financial statement report to CDD within thirty (30) days of completion of the financial statement compilation.

ii. Sub-recipients receiving $25,000 or more in HUD CDBG Grant funds per year shall complete an annual independent financial audit in accordance with generally accepted

auditing standards and General Auditing Standards, issued by the Comptroller General of the United States for each grant year they receive HUD CDBG Grant funds. The Subrecipient shall complete the financial audit within 180 days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one copy of the audit report to City within 30 days of completion of the audit report.

iii. Single Audit: In addition to furnishing City staff with the annual reports as required above, Sub-recipients expending Seven Hundred and Fifty Thousand Dollars ($750,000) or more in total federal Grant funds during the Sub-recipient's fiscal year are required to conduct and file a single or program-specific audit in accordance with the financial audit requirements under the Uniform Requirements, Subpart F-Audit Requirements § 200.501 through § 200.512 (the "Single Audit"). The Subrecipient shall complete the Single Audit within two hundred seventy (270) calendar days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one (1) copy of the Single Audit report to the City within thirty (30) days of completion of the Single Audit.

D. Inspection: The Sub-recipient's staff, facilities and all records supporting compliance with the Program, including QPRs, Financial Records, Reports and Audits, and Eligibility Records (collectively, "Program Records") must be made available during normal hours of operation for inspection by designated City staff, HUD monitors, the Inspector General, and the Comptroller of the United States upon request.

E. Form of Records: Under 2 CFR § 200.335, when practicable and secure, the Subrecipient should collect, transmit, and store Federal award-related information in open and machine-readable formats rather than on paper. When paper is required, the Subrecipient should require no more than an original and two copies.

F. Retention:

i. Generally: All Program Records and the Subrecipient's personnel records must be made available to City staff, approved auditors, the Inspector General, the General Accounting Office, or HUD representatives at the Subrecipient's office in a timely manner during the Term, and afterwards they must be retained for a minimum of three (3) years after the expiration or termination of this agreement or three (3) years after the submission of the City's annual performance and evaluation report (as described in 24 CFR § 91.520) in which this Program's Activities will be reported for the first time, whichever is longer.

ii. Real Property Records: Records for Activities involving real property subject to reversion of assets (as defined in 24 CFR § 570.503(b)(7) and 570.505) or change of use from CDBG Program purposes must be maintained for five (5) years from the end of the Close-Out Period as defined below.

iii. Outstanding Balances: Records for Activities for which there are outstanding loan balances or other receivables or contingent liabilities to the City must be retained until those receivables or liabilities have been satisfied.

G. Privacy:

i. Eligibility Records: The Subrecipient understands that the Eligibility Records collected under this agreement are private and the use or disclosure of that information, when not directly connected with the administration of the City's or the Sub-recipient's responsibilities with respect to Program Activities, is prohibited unless written consent is obtained from that beneficiary receiving service, and in the case of a minor, that of a responsible parent or guardian. The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information ("PII") from beneficiaries and other information that the City or HUD designates as sensitive, or the Subrecipient considers sensitive, consistent with Federal, State, county, and local laws regarding privacy and obligations of confidentially.

ii. All Other Records: The Subrecipient shall ensure that all Program Records, Financial Records, and Audit reports are kept confidential and must not be disclosed to the public except as necessary to comply with a court order, the Freedom of Information Act ("FOIA"), the California Public Records Act ("CPRA"), or other federal, State, or local law. The City may also provide reasonable access to Program Records regarding the past use of HUD CDBG Grant funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

H. Enforcement:

i. If, because of the Program monitoring or an Audit, the Subrecipient has been issued any findings by the auditor, or any contracting, or sub-contracting issues that are not cleared, the City may take any one or more of the following actions until the finding is remediated. These actions are separate from, and in addition to, the special conditions, actions, and remedies listed under Section 11.C:

(a) Withhold payments;

(b) Delay execution of new Subrecipient agreements;

(c) Delay distribution of new HUD CDBG Grant funds; and/ or

(d) Periodically require that the Subrecipient be audited at the Sub-recipient's expense.

ii. Lack of a financial audit or financial statement compilation by the Subrecipient will allow the City to use the enforcement options subsection i.

6. **Program Property:**

A. Definitions: This agreement may contemplate the purchase of Equipment and Supplies to successfully perform the Activities. For purposes of this agreement "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the City for financial statement purposes, or Five Thousand Dollars ($5,000). "Supplies" means all other tangible personal property costing less than the capitalization level established by the City or Five Thousand Dollars ($5,000).

B. Ownership of Tangible Program Property: The Subrecipient understands that any Equipment or Supplies (collectively "Program Property") purchased with the HUD CDBG Grant is held in a trust relationship for benefit of the Program. The City reserves the right to make the Program Property available to other federally-funded City programs, so long as its use will not interfere with the Program.

C. Maintaining Program Property: The Subrecipient shall:

i. Use the Program Property only for the authorized Activities during the Term, or until the Program Property is no longer needed for the purposes of the Program.

ii. Not encumber or sell the Program Property without prior authorization by the City.

iii. For Equipment, maintain property records that include a description of the Program Property, a serial number or other identification number, the source of funding, who holds title, the acquisition date, and cost of the Program Property, percentage of Federal participation in the Program costs for the HUD CDBG Grant under which the Program Property was acquired, the location, use and condition of the Program Property, and any ultimate disposition data, including the date of disposal and sale price of the Program Property.

iv. Physically inventory Equipment at least once a Term, or once every two (2) years if the Term is longer than two (2) years and ensure the Equipment matches the property report.

v. Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the Equipment. Any loss, damage, or theft must be investigated.

vi. Develop adequate maintenance procedures to keep the Equipment in good condition.

vii. Return the Program Property to the City at the end of the Term or during the Term if it is no longer needed in support of the Program. Subject to the City's prior approval, the Subrecipient may retain Equipment after the Term by compensating the City for the fair market value of the Equipment if no longer needed for CDBG purposes. Any Equipment that is sold during the Term or the Close-Out Period (as defined below) becomes Program Income.

D. Ownership of Intangible Program Property: This agreement may contemplate collecting data and conducting research and investigations in support of the Program ("Intangible Program Property"). The Subrecipient certifies that any Intangible Program Property collected will only be used for Program Activities, and will be remitted to the City after the Term or when no longer needed for the Program. The Subrecipient shall allow the City to copyright any Intangible Program Property that is subject to copyright and was developed, or for which ownership was acquired, under the HUD CDBG Grant. The Intangible Program Property may be reproduced, published, or otherwise used by HUD or other Federal agencies. If the Intangible Program Property is published in a peer-reviewed publication and used by a Federal agency in support of the agency's administrative action, the Intangible Program Property may be subject to disclosure under FOIA. Any invention made using HUD CDBG Grant funds may be subject to Federal ownership under 37 CFR

Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative agreements."

7. **Close-Out**: The Sub-recipient's obligation to the City under this agreement does not end until all close-out requirements are completed, no later than ninety (90) calendar days after the end of the Term or date of earlier termination ("Close-Out Period"). The Close-Out Period may be extended by thirty (30) days, subject to the City's approval. Activities during the Close-Out Period include, but are not limited to: making final payments, submitting final Financial Reports or Audits and QPRs, disposing of Program Property (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), and determining the custodianship of records. Despite the foregoing, the terms of this agreement will remain in effect during any period that the Subrecipient has control over HUD CDBG Grant funds, including Program Income.

8. **Reversion of Assets:**

A. Cash or Intangible Assets: Upon the expiration or termination of this agreement, the Subrecipient shall transfer to City any portion of the Program's Funding on hand at the time of expiration or termination and any accounts receivable attributable to the use of those HUD CDBG Grant funds.

B. Program Property: The Subrecipient shall return the Program Property to the City at the end of the Term or during the Term if it is no longer needed in support of the Program. With the City's prior approval, the Subrecipient may retain Equipment after the Term by compensating the City for the fair market value of the Equipment.

C. Real Property: Where applicable, if the Subrecipient maintains control over any real property that was acquired or improved in whole or in part with HUD CDBG Grant funds in excess of twenty-five thousand dollars ($25,000), the Subrecipient shall either:

i. Use the real property to meet one of the National Objectives stated in 24 CFR § 570.208 up to and until five (5) years after termination or expiration of this agreement, or for a longer period of time as determined to be appropriate by the City; or

ii. Dispose of the real property in a manner that results in the City's being reimbursed a predesignated amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HUD CDBG Grant funding for the acquisition of, or improvement to, the real property. Reimbursement to the City is not required after the time specified in subsection (i) above.

D. Program Income: Program Income on hand at the time the agreement expires or received after the agreement's expiration must be immediately repaid to the City.

9. **Suspension and Termination:**

A. At-Will: This agreement may be canceled or terminated at any time by either Party upon thirty (30) calendar days written notice to the other Party. The effective date of the cancellation or termination must be specified in the notice.

B. Other Causes for Termination: In accordance with 2 CFR § 200.339, suspension or termination may also occur:

i. If the Subrecipient materially fails to comply with any terms of the agreement, including Program Activities and eligibility requirements;

ii. For cause; and/ or

iii. By agreement of both Parties for convenience.

C. Notice and Opportunity to Object: Before any termination notice for non-compliance with the terms of this agreement, failure to meet any of the Performance Goals, or as a result of a finding under Program Monitoring or Financial Report or Audit (each, a "Deficiency"), City shall issue a written notice of the findings with recommendations to the Subrecipient, and provide the Subrecipient thirty (30) calendar days to respond in writing. The City shall then have thirty (30) calendar days to review the Subrecipient's response and issue a letter either clearing the Subrecipient or advising the Subrecipient of further actions against it, including imposing additional special conditions listed in 2 CFR § 200.207, taking any of the actions listed in 2 CFR § 200.338, or terminating this agreement, as necessary. The City at its discretion may withhold from the Subrecipient any funding, whether HUD CDBG Grant funds or otherwise, pending resolution of any Deficiency.

D. Costs: Costs to the Subrecipient resulting from Program obligations incurred during a suspension or after termination of this agreement are not allowable unless the City expressly authorizes them in the notice of suspension or termination. However, costs during suspension or after termination are allowable if:

i. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and

ii. The costs would be allowable if the Program's Funding was not suspended or had expired normally at the end of the Term.

E. Closeout: If this agreement is terminated, both the City and the Subrecipient remain responsible for compliance with the requirements in 2 CFR §§ 200.343, 200.344 until the end of the Close-Out Period.

10. **Compliance with Applicable Laws and Regulations.**

A. Compliance with Other Program Requirements: The Subrecipient shall carry out each Activity in compliance with Federal and HUD requirements listed Subpart K of 24 CFR § 570 (which includes, but is not limited to, compliance with antidiscrimination, labor standard, conflict regulations), as it may be amended or supplemented from time to time; except that (i) the Subrecipient does not assume the City's environmental responsibilities described at 24 CFR § 570.604; and (ii) the Subrecipient does not assume the City's responsibility for initiating the National Environmental Policy Act ("NEPA") review process under the provisions of 24 CFR Part 58. A non-exclusive list of Program requirements is attached as Attachment D, which is attached to this agreement and is incorporated into it by this reference.

B. Compliance with Other Federal, State, and Local Laws: In addition to the requirements of Subpart K above, the Subrecipient shall comply with all other applicable Federal, State and local laws and regulations in performing the Program Activities. A non-exclusive list of applicable laws is also provided in the attached Attachment D.

C. Suspension and Debarment: The Subrecipient shall not enter into an agreement with the City if they are placed on the System for Award Management (SAM) suspension and debarment list. The Subrecipient shall verify the status of a contractor or vendor to maintain the quality and legitimacy of business relationships while safeguarding against potential negative impacts on the project and the involved parties. Working with debarred contractors can pose risks to the success and integrity of the project, resulting in delays, subpar performance, or other issues. Debarment on the SAM list will be grounds for immediate recission of the City's contractual obligation.

11. **General Matters:**

A. Administrative and Financial Management Requirements: The Subrecipient shall comply with accounting and financial management standards the Uniform Requirements 2 CFR Subpart D-Post Federal Award Requirements §§ 200.300-345, except for those sections described in 24 CFR § 570.502 (Revisions of Budget and Program Plans). The Subrecipient shall adhere to the accounting and financial management principles and procedures required in those provisions, utilize adequate internal and budget controls, and maintain necessary source documentation for all costs incurred.

B. Procurement:

i. Federal Procurement Standards: The Subrecipient shall comply with federal standards under 2 CFR §§ 200.318-200.326 concerning the procurement and purchase of Equipment, Supplies, and services using the HUD CDBG Grant to ensure that they are obtained as economically as possible through an open and competitive process. The Subrecipient must develop and maintain a written code of standards that helps prevent conflicts of interest in procurement. The Subrecipient must make available to City upon request any technical specifications on proposed procurements before soliciting the contract or service, and other procurement documents, requests for proposals, invitations for bids, or independent cost estimates under 2 CFR 200.324.

ii. City Purchasing Procedures: The Subrecipient must also comply with the City's current Purchasing Procedure when making purchases and entering into contracts with the City's HUD CDBG Grant funds.

C. Utilization of Disadvantaged Business Enterprises: It is HUD's and the City's policy to take positive steps or oversee that positive steps are taken to maximize the utilization of small, minority, women's and disadvantaged business enterprises (collectively, "DBEs") in all contract activity by CDBG Sub-recipients. The Subrecipient shall take affirmative steps and utilize its best efforts to carry out this policy in the award of its sub-contracts or sub-awards to the fullest extent consistent with the efficient performance of this agreement. The CDBG Subrecipient will comply with Section 3, of the Housing and Urban Development Act

of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75, and its amendments.

D. Independent Contractor Status of the Subrecipient: The Parties acknowledge that the performance of the Sub-recipient's service(s) under this agreement is in the capacity of an independent contractor; that no employees of the Subrecipient have been, are, or will be employees of the City by virtue of this agreement; and the Subrecipient shall so inform each employee organization and each employee who is hired or retained under this agreement. In addition, the Parties acknowledge that the Subrecipient provides its own services to members of the public and other businesses, and that any funding provided by the City to the Subrecipient under this agreement is solely HUD CDBG Grant funding under the Act.

E. Workers' Compensation: The Subrecipient understands and acknowledges that all persons furnishing services to the City under this agreement are, for the purpose of workers' compensation liability, employees solely of the Subrecipient and not of the City. In performing the Services, work, operations, or activities under this agreement, or in carrying out the Project this agreement, the Subrecipient is liable for providing workers' compensation benefits to the Sub-recipient's employees, or anyone whom the Subrecipient directly or indirectly hires, employs, or uses. The City is not responsible for any claims at law or in equity caused by the Sub-recipient's failure to comply with this section.

F. Licenses: The Subrecipient shall obtain and maintain, during the term of this agreement, all appropriate licenses, permits and certificates required by all applicable local, State, and federal laws, regulations, guidelines, and directives for the operation of its program and for the provision of services under this agreement.

G. Insurance:

i. When the Subrecipient signs and delivers this agreement to the City, and during this agreement's Term, the Subrecipient shall furnish the City with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Attachment C" to this agreement and are incorporated into it by this reference.

ii. This agreement's insurance provisions:

(a) Are separate and independent from the indemnification and defense provisions in Section 11.H. of this agreement; and

(b) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Section 11.H. of this agreement.

H. Indemnity:

i. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— the Subrecipient, its employees, agents, Subconsultants, and persons whom the Subrecipient employs or hires (individually and collectively, "Subrecipient Indemnitor") shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and representatives (individually and collectively, "City

Indemnitee") from and against a "liability" [as defined in subsection (a) below], or an "expense" [as defined in subsection (b) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a Subrecipient Indemnitor:

(a) "Liability" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is: (1) Actual or alleged; (2) In contract or in tort; or (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(b) "Expense" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to: (1) Attorney's fees; (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal; (3) Fees of an accountant, expert witness, consultant, or other professional; or (4) Pre or post-judgment interest or settlement interest.

ii. Under this section, the Subrecipient Indemnitor's defense and indemnification obligations:

(a) Apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a City Indemnitee; but

(b) Do not apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a City Indemnitee.

iii. To the extent that the Subrecipient Indemnitor's insurance policy provides an upfront defense to the City, the Subrecipient Indemnitor's obligation to defend a City Indemnitee under this section:

(a) Means that the Subrecipient Indemnitor shall provide and pay for legal counsel, acceptable to the City, for the City Indemnitee;

(b) Occurs when a claim, suit, complaint, pleading, or action against a City Indemnitee arises out of, pertains to, relates to, or asserts an act, error, or omission of the Subrecipient Indemnitor; and

(c) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies the Subrecipient Indemnitor.

iv. Section 11.H.iii does not limit or extinguish the Subrecipient Indemnitor's obligation to reimburse a City Indemnitee for the costs of defending the City Indemnitee against a liability, or an expense, or both. A City Indemnitee's right to recover defense costs and attorney's fees under this section does not require, and is not contingent upon, the City Indemnitee's first:

(a) Requesting that the Subrecipient Indemnitor provide a defense to the City Indemnitee; or

(b) Obtaining the Subrecipient Indemnitor's consent to the City Indemnitee's tender of defense.

v. If the Subrecipient subcontracts all or any portion of the Services under this agreement, the Subrecipient shall provide the City with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless a City Indemnitee under the terms in this section.

vi. The Subrecipient Indemnitor's obligation to indemnify, defend, and hold harmless the City will remain in effect and will be binding upon the Subrecipient Indemnitor whether the liability, or the expense, or both, accrues— or is discovered— before or after this agreement's expiration, cancellation, or termination.

vii. Except for Section 11.H.iii, this section's indemnification and defense provisions are separate and independent from the insurance provisions in Section 11.H. In addition, the indemnification and defense provisions in this Section:

(a) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Section 11.G; and

(b) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Section 11.G.

I. Notices:

i. The Parties shall submit in writing all notices and correspondence that this agreement requires or permits and shall use the following delivery method: (a) Personal delivery; (b) U.S. mail, first class postage prepaid; (c) Certified" U.S. mail, postage prepaid, return receipt requested; (d)Facsimile; or (e) Email.

ii. All written notices or correspondence done in the manner described in subsection i. above with the street address or place, facsimile number, or email address listed in subsection iii. below will be presumed "given" to a Party on whichever date occurs earliest: (a) The date of personal delivery; (b) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail; (c) The date on which the Party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or (d) The date of transmission, when sent by facsimile or email.

iii. The City and the Subrecipient designate the following contact person, street address or place, telephone or facsimile number, or email address for giving notice or correspondence.

City
City of Burbank
Community Development Dept
P.O. Box 6459
Burbank, California 91502

Subrecipient
<INSERT INFO>

J. Access to Remedies: The laws of the State of California govern all matters arising under this agreement.

i. Nothing in this agreement restricts the right or access of the Parties to any legal or equitable remedy to enforce the rights and obligations established by this agreement; and all remedies are cumulative.

ii. The City will be allowed to appear in, and defend any actions affecting its rights or liabilities.

iii. Either Party's waiver of a breach of any provision of this agreement does not operate, and must not be construed, as a waiver of any subsequent breach of that same or any other provision.

K. Reciprocal Attorney's Fees: If litigation is commenced by either Party with respect to the performance or breach of this agreement, the prevailing party in that litigation is entitled to its reasonable costs and attorney's fees incurred in prosecuting or defending the litigation.

L. Assignment or Subcontracting: Neither Party shall assign or sub-contract the rights or duties of this agreement without the prior written approval of the other Party, and such agreements must contain sections involving program and legal compliance, and indemnity, that satisfies the City. Any assignment or sub-contract without prior written approval is void.

M. Successors and Assigns: This agreement binds and benefits the Parties and their respective permitted successors and assigns.

N. Amendments: This agreement must not be amended or modified in any way except by written agreement signed and authorized by representatives of the Parties.

O. Merger: This agreement together with all Attachments constitutes the entire agreement between the Parties, and it is acknowledged that no other promise or representations have been made, or are relied upon, by either Party in entering into this agreement.

P. Interpretation: California law governs the construction and interpretation of this agreement, except where pre-empted by Federal law.

Q. Partial Validity: The invalidity, in whole or in part, of any terms of this agreement does not affect the validity of the remaining terms.

R. Force Majeure: Neither Party is considered in default in the performance of its obligations under this agreement or any of them, if the obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of the Party which include, but are not limited to, acts of God, labor disputes, civil unrest, and global health emergencies.

The Parties shall communicate in good faith to develop a reasonable alternative time schedule caused by the delay.

S. Counterparts: The Parties may execute this agreement in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties. 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.

T. Severability. If any part, term, or provision of this agreement is 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 will not be affected by such holding.

U. Venue. Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

V. Representations – Authority. The Parties represent that:

i. They have read this agreement, fully understand its contents, and have received a copy of it;

ii. Through their duly authorized representative, they are authorized to sign this agreement, and they are bound by its terms; and

iii. They have executed this agreement on the date opposite their signature.

By their signatures, the parties have executed this agreement on the date indicated above:

"SUBRECIPIENT"
INSERT NAME

Signature

Name (Please Print)

Title

If Consultant is a corporation or LLC, a second signature is required:

Signature

Name (Please Print)

Title

"CITY"
City of Burbank

Signature

Patrick Prescott
Name (Please Print)

Community Development Director
Title

ATTEST:
Office of the City Clerk

Kimberley Clark, City Clerk

Approved as to Form
Burbank City Attorney's Office

By:

Signature
Ray Johal
Name
Senior Assistant City Attorney
Title

ATTACHMENTS

Attachment A-1	Scope of Services
Attachment A-2	Itemized Budget (provided by subrecipient)
Attachment B	Quarterly Progress Report
Attachment C	Insurance Requirements
Attachment D	Legal and Program Requirements

Attachment A-1

Scope of Services

PROGRAM NAME: : _____
<INSERT ACTIVITIES, INCLUDING DESCRIPTION OF ACTIVITY TO BE UNDERTAKEN, PRODUCTS OR SERVICES TO BE PERFORMED AND ONLY FUNDED WITH CDBG, WHERE ACTIVITY TAKES PLACE, HOW THEY ARE TO BE PROVIDED, HOW PROGRAM WILL BE GENERALLY ADMINISTERED ETC.>

Note: The subrecipient activities must be eligible under 570.201. Basic eligible activities are described under the reference section of this document.

I. PROGRAM SPECIFIC REQUIREMENTS

<INSERT THE SPECIFIC HOUSEHOLDS OR SUBPOPULATIONS THAT WILL BE ASSISTED UNDER THE PROGRAM % OF BURBANK RESIDENTS EXPECTED TO BE SERVED AND INCOME TARGETS >

Note: The CDBG Specific Requirements can be found under the reference section of this document.

II. PERFORMANCE MEASURES AND NATIONAL OBJECTIVE

A Subrecipient must provide performance measures that are expected to be met with CDBG funds.

Activities	Metrics	Target Outcomes

The above activities should allow the Subrecipient to meet one or more of the CDBG Program's National Objectives under 24 CFR § 570.506: (a) provide a benefit to low or moderate income persons; (b) aid in the prevention or elimination of slums and blight; or (c) meet a community development need having a particular urgency as defined in 24 CFR Part 570.208.

III. RECORD KEEPING

<INSERT HOW RECORDS WILL BE COLLECTED AND COMPILED FOR ELIGIBILITY>

Note: Subrecipients should have client name, address, income level, and description of eligibility for specific program. Further information on records is described in the reference section of this document.

REFERENCES

§ 570.201 BASIC ELIGIBLE ACTIVITIES

CDBG funds may be used for the following activities:

(a) ***Acquisition.*** Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of § 570.207.

(b) ***Disposition.*** Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in § 570.504.

(c) ***Public facilities and improvements.*** Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in § 570.207(a), carried out by the recipient or other public or private nonprofit entities. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients including those specified in § 570.204 may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b).

(d) ***Clearance and remediation activities.*** Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and

remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205.

(e) ***Public services.*** Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer downpayment assistance, or recreational needs. If housing counseling, as defined in 24 CFR 5.100, is provided, it must be carried out in accordance with 24 CFR 5.111. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed paragraphs (e) (1) or (2) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from origin year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under paragraph (e)(1) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

(f) ***Interim assistance.***

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief executive officer of the recipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and

(iii) The improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions.

(g) ***Payment of non-Federal share.*** Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) ***Urban renewal completion.*** Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) ***Relocation.*** Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is

(1) required under the provisions of § 570.606 (b) or (c); or

(2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) ***Loss of rental income.*** Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) ***Housing services.*** Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)). If housing counseling, as defined in 24 CFR 5.100, is provided, it must be carried out in accordance with 24 CFR 5.111.

(l) ***Privately owned utilities.*** CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) ***Construction of housing.*** CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) ***Homeownership assistance.*** CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o)

(1) The provision of assistance either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients) to facilitate economic development by:

(i) Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

(ii) Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

(iii) Providing general support, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

(2) Services provided this paragraph (o) shall not be subject to the restrictions on public services contained in paragraph (e) of this section.

(3) For purposes of this paragraph (o), "persons developing microenterprises" means such persons who have expressed interest and who are, or after an initial screening process are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

(4) Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the recipient or subrecipient to carry out the activities under this paragraph (o).

(p) ***Technical assistance.*** Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The recipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) ***Assistance to institutions of higher education.*** Provision of assistance by the recipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under this subpart C.

[53 FR 34439, Sept. 6, 1988, as amended at 53 FR 31239, Aug. 17, 1988; 55 FR 29308, July 18, 1990; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 67 FR 47213, July 17, 2002; 71 FR 30034, May 24, 2006; 80 FR 69870, Nov. 12, 2015; 81 FR 90659, Dec. 14, 2016]

CDBG SPECIFIC REQUIREMENTS:

A. For all Activities, the Parties must comply with the requirement that:

(i) At least sixty percent (60%) of all the persons served by the Program are residents of the City.

(ii) At least sixty percent (60%) of the persons served by the Program are low-and-moderate income ("LMI") persons under Section 24 CFR Part 570.208 and by the

Cranston-Gonzalez National Affordable Housing Act (PL 101-625), as amended, and defined by the U.S. Department of Housing and Urban Development.

(iii) The Activities will provide either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the City in the twelve (12) calendar months before implementing the Activities under 24 CFR Part 570.201(e)."

RECORD-KEEPING REQUIRMENTS:

The Subrecipient must compile and maintain records which verify that Program beneficiaries meet National Objective LMI eligibility requirements under 24 CFR § 570.506(b) and the Cranston-Gonzalez Amendments ("Eligibility Records"). In addition, the Subrecipient must provide documentation upon request by the City that at least sixty percent (60%) of the persons benefitting from Program Activities are: LMI and City of Burbank residents. Documentation supporting these eligibility requirements are as follows:

a. Applicant Information Forms: Documentation of LMI and residency must include:

i. Self-certified Applicant Information Forms for all Program beneficiaries in the form of Attachment C, which is attached to this agreement and is incorporated into it by this reference; and

ii. A ten percent (10%) sampling of income documentation of beneficiaries, which must include acceptable source documentation such as: copies of pay stubs, W2's, tax returns and public assistance verification. All LMI and residency documentation at a minimum must include the names of all the household members, address, total income from all persons in the family, income source, and racial background. LMI documentation must be verified during City monitoring visits.

b. Limited Clientele Records: The Sub-recipient Subrecipient shall not be required to collect a ten percent (10%) sampling of back-up income documentation for clients and programs that are designed for and serve primarily clients belonging to a group which HUD has deemed presumed to meet the low-income benefit criteria. Those presumed groups include elderly persons (62 years and older), severely disabled adults, homeless persons, victims of domestic violence, abused children, persons living with AIDS, illiterate adults, and migrant workers. However, presumed LMI eligibility does not apply if those clients are part of a broader program that serves the general population and non-presumed groups, or provides other services. In addition, the Sub-recipient Subrecipient must submit or obtain a policy statement from the Program operators regarding how they verify client's group status, which must include the location and description of the Program service area's geographical boundaries.

Attachment A-2

Budget Template
(CDBG only)

<INSERT BUDGET BREAKDOWN SUCH AS THE FOLLOWING

Position Title	Rate/Hourly	Not to exceed
1.	$	$
2.	$	$
Benefits		$0
Taxes		$0
	Subtotal	$0
Direct Services		
Supplies and Materials		$0
Equipment		$0
Communication		$0
Travel & Transportation		$0
Total		**$**

ATTACHMENT B
CITY OF BURBANK
COMMUNITY DEVELOPMENT BLOCK GRANT
QUARTERLY PROGRESS REPORT

Agency:		*Contract #:*	

Project Title:	**Program:**	**Grant Year:**	**Report Period:**

I. Direct Beneficiaries (New Clients or Participants Only)

	Quarter/ Month/Year Total	**Fiscal Year to Date Total**
Very Low Income (50% or Below Median Income)		
Low to Moderate Income (51% to 80% of Median Income)		
Other Income (Over 80% of Median Income)		
Total (A)		

II. New Client or Participant Characteristics

Characteristic	**Quarter/ month/year Total**	**Fiscal Year to Date Total**
White		
Black/African American		
Asian		
American Indian or Alaska Native		
Native Hawaiian or Other Pacific Islander		
Black-African American & White		
Asian & White		
American Indian or Alaska Native & White		
Asian & Black-African American		

American Indian or Alaska Native & Black-African American		
Armenian		
Other		
Hispanic/Latino Ethnicity		
TOTAL (B) (Equal to Total of A)		
Elderly (Of Total (B)) (62 and Over)		
Disabled (Of Total (B))		
Female Head of Households (Of Total (B))		
Male Head of Households (Of Total (B))		
Burbank Residents (Of Total (B))		

III. Jobs – if applicable. (Tables A and B must total the same number)

	Total Job Count				Percent %
	Full time	Full time / low Mod	Part Time	Part Time Low / Mod	Low / Mod Jobs
Actually Created					
Actually Retained					
Enrolled in Job / vocational training					

IV. Activity Summary

1. **Provide a summary of expenditures for the quarter related to your CDBG grant.**

- *Grant Award Amount -*
- *Type of Expenditure – (i.e. public services, economic development, capital)*
- *Amount of grant funds spent during the quarter -*

2. **What were some of the project schedule / scope of service milestones accomplished during the quarter in order to meet annual objectives?**

3. **How accessible are your programs in the community? Please describe any marketing, outreach, networking, and other efforts taken during the quarter to promote your agency and services.**

4. **Please describe if any additional funds have been leveraged or matched with subsequent to your agency's CDBG Grant award. Please describe amount and the funding source.**

5. **Please describe any self-audits or monitoring of CDBG projects and programs that occurred during the quarter, regardless of the grant year. Please provide a summary of outcomes, performance evaluation, and status.**

6. Did your program generate any program income? If so, detail the amount, source, and projected use. Your Agency should also submit any financial data to date, including balance sheet, profit and loss statement, and other documents reflecting you financial condition.

7. Did your agency purchase any equipment for the performance of your program or project using CDBG funds? If so, please list the items and where they are located.

8. Please make any general comments about your program you wish to include or indicate any schedule of upcoming events.

Attachment 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.

5.Sexual Abuse and Molestation: If the Consultant's services involve contact with minors or vulnerable populations, the Consultant shall maintain coverage with limits no less than **$1,000,000 per occurrence** and **$2,000,000 aggregate** for damages arising out of actual or alleged acts of sexual abuse or molestation. This coverage may be provided as part of the Commercial General Liability policy or through a standalone Sexual Abuse and Molestation Liability policy. If included within the Commercial General Liability policy, coverage shall be provided on **ISO Form CG 20 10 11 85** or an equivalent form.

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.**

Attachment D

Other Legal and Program Requirements

Subrecipient is responsible for reviewing, understanding, and complying with all applicable legal and program requirements, including the requirements specific to the grants funding this program and those contained in the attached.

ATTACHMENT D-1

Citations for the Basic Elements of a Subrecipient Agreement

Provisions	24 CFR 570	2 CFR 200	Other Federal Regulations
1. National Objective Compliance/ Eligibility	570.200(a)(1)+(2), 570.201−570.209, 570.506		
2. Scope of Work	570.503		
3. Time of Performance	570.503		
4. Compensations and Method of Payment	570.502	200.305	
5. Program Income	570.500(a), 570.502(a)(3), 570.503(b)(3), 570.504		
6. Record-Keeping Requirements	570.502(a)(7), 570.506	200.333-335	
7. Reporting Requirements	570.502, 570.507	200.327-329	24 CFR 91.520
8. Public Access to Program Records	570.502, 570.508	200.336-337	
9. Grant Closeout Procedures	570.502, 570.509	200.343-345	
10. Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610	200.101-102	2 CFR 200
11. Reversion of Assets	570.502(a)(7), 570.503(b)(7), 570.505		
12. Real Property	570.502(a)(7), 570.503(b)(7), 570.505		
13. Other Program Requirements	570.503(b)(5), 570.600−603, 570.605−614		
14. Termination	570.502(a)(7), 570.503 (b)(6)	200.339	
15. Compliance with Laws/Regulations	570.501(b), 570.503(b)(5)	200.302(a), 303	
16. Antidiscrimination/Affirmative Action and EEO	570.601, 570.602, 570.607	200.300, 200.321	
17. Financial Management	570.502, 570.610	200.302-305, 200.327,	
18. Audits	570.502, 570.610	200.501	
19. Religious and Political Activities	570.200(j), 570.207		
20. Budget Modifications	570.502(a)(4), 570.503(b)(1)		
21. Monitoring	570.501(b), 570.503(b)(1)	200.328, 331	
22. Conflict of Interest	570.611	200.112, 318	
23. Procurement Methods	570.502	200.218-326	
24. Budget	570.503		
25. Project Schedule/Milestones	570.503		
26. Environmental Review	570.503(b)(3)(1)		

Other Program Requirements

Requirements	Federal Regulations	Other References
1. Federal Labor Standards • Davis-Bacon • Copeland Act (Anti-kickback) • Contract Work Hours and Safety Standards	24 CFR 570.603 29 CFR 1, 3, and 5	Section 110, Housing and Community Development Act of 1974 (HCDA); 40 U.S.C. 276a−276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 et seq.
2. Equal Employment Opportunity	24 CFR 570.601−602 24 CFR 570.607 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609 24 CFR 24	
4. Non-Discrimination	24 CFR 8 24 CFR 570.601 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608 24 CFR 35	42 U.S.C. 4821 et seq.
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/ National Environmental Policy Act/ Flood Insurance Requirements • Siting Near Airports and Coastal Barrier Resources • Fish and Wildlife Protection • Flood Plain • National Historic Preservation • Noise Abatement & Control • Wetlands • Air Quality • Coastal Zones • Endangered Species • Thermal/Explosive Hazards • Flood Insurance	24 CFR 570.503(b)(5)(i) 24 CFR 570.604 24 CFR 570.202 24 CFR 58 24.CFR 58.5 24 CFR 570.605 24 CFR 58.6	Sec. 104(g), HCDA 42 U.S.C. 4001 et seq.
10. Relocation, Real Property Acquisition, and One-for-One Housing Replacement • Uniform Relocation Act • Residential anti-displacement and relocation assistance • One-for-One Replacement	24 CFR 570.201(i) 24 CFR 570.606 49 CFR 24 24 CFR 570.606(c)(1)	Sec. 104(d) and 105(a)(11) of HCDA, www.hud.gov/relocation
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700−570.709	Sec. 108 of HCDA

13. Applicable Credits		A-87

Chapter 3: Resource

Requirements	Federal Regulations	Other References
14. Fair Housing Act, Title VII of the Civil Rights Act		
15. Executive Order 11063, as amended by Executive Order 12259	24 CFR 107	
16. Section 109 of Title I of the Housing and Community Development Act of 1974		
17. Section 3 of the Housing and Community Development Act of 1968		
18. Section 504 of the Rehabilitation Act of 1973		
19. The Americans with Disabilities Act (ADA) of 1990		
20. The Age Discrimination Act of 1975		
21. The Architectural Barrier Act of 1968		
22. Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs	24 CFR Part 5- Final Rule	
23. Building America, Buy America Act	2 CFR Part 184	

STAFF REPORT

WATER AND POWER

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
VIA: Richard Wilson, Assistant General Manager, Water Systems
BY: Asif Sheikh, Manager Water Engineering & Planning
Michelle Elorde, Principal Civil Engineer, BWP *Michelle Elorde*
Melissa Hourany, Senior Administrative Analyst *Melissa Hourany*

SUBJECT: Adoption of a Resolution Approving and Adopting the 2025 Urban Water Management Plan and Water Shortage Contingency Plan

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND THE WATER SHORTAGE CONTINGENCY PLAN (Attachment 1).

BACKGROUND

The California Urban Water Management Planning Act, Water Code §10610 through §10657, requires many urban water suppliers to assess the reliability of their water sources every five years over a 20-year planning horizon through the preparation of an Urban Water Management Plan (UWMP). A plan must be prepared by suppliers who provide over 3,000 acre-feet (AF) of water annually or serve 3,000 or more connections. The City of Burbank (City) must prepare a UWMP because the City has over 26,000 water service connections and supplies more than 16,000 acre-feet (AF) of potable water annually. The Metropolitan Water District of Southern California (MWD) must also submit a UWMP. MWD uses all of the data provided by its 26 member agencies to create its UWMP.

In response to the severe statewide drought of 2012–2016, legislation enacted in 2018 created new requirements related to the preparation and adoption of Water Shortage

Contingency Plans (WSCPs). These plans must be submitted to the State with the 2025 UWMP, and any time a WSCP is formally amended, pursuant to California Water Code §10640(b).

DISCUSSION

Plans were completed by all required agencies at the end of 1985, 1990, 1995, 2000, and 2005, with subsequent updates in 2010, 2015, and 2020 in accordance with State requirements. The 2025 UWMP is due to the State by July 1, 2026.

All 2025 UWMPs reflect current state requirements and emphasize long-term water supply reliability, including evaluation of supplies and demands under normal, single-dry, and multiple-dry year conditions.

All UWMPs must also contain a WSCP, which is a state-required component of the UWMP and serves as a planning and response framework for potential water supply shortages.

Burbank is 100% reliant on imported water supplies from MWD, the regional wholesaler responsible for long-term water supply planning across Southern California. MWD's UWMP relies on its Climate Adaptation Master Plan to address current and future conditions affecting the State Water Project and Colorado River system, as well as planned improvements to regional infrastructure that enhance system reliability. MWD's water supply projections are dependent on the continued implementation of regional supply programs, including member agency projects that expand recycled water use, desalination, and water transfers, which are supported through MWD's Local Resources Program.

MWD's UWMP demonstrates supply reliability under current planning assumptions, which include the continued implementation of regional supply programs, expansion of recycled water, and development of local resources, including water recycling, groundwater recovery, and seawater desalination. Burbank's efforts to advance projects such as potable reuse, desalination, and water exchanges are consistent with and supportive of this regional reliability strategy. Based on these regional assessments, the Plan concludes that Burbank's projected demands can be reliably met through at least 2050 under normal, single-dry, and multiple-dry year conditions. Burbank's overall water supply portfolio also includes local groundwater production and recycled water, and is expected to expand to include additional supplies from potable reuse, desalination, and regional water exchanges.

Staff prepared the 2025 UWMP, which includes the WSCP (Attachment 1). The Plans were developed in coordination with the MWD to ensure consistency in supply and

demand projections. The plans were circulated for City interdepartmental review, and comments received from the Planning Division were reviewed and incorporated as appropriate.

COMMUNITY OUTREACH

Pursuant to California Water Code §10642, public involvement and comments have been solicited through BWP's website. Further, the proposed UWMP and WSCP were presented to the Burbank Water and Power Board on June 4, 2026. Council is required to formally adopt the plan by resolution, after which it will be submitted to the California Department of Water Resources, the California State Library, and the County of Los Angeles.

ENVIRONMENTAL REVIEW

Adoption of the 2025 UWMP and WSCP are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to California Water Code §10652, which provides that CEQA does not apply to the preparation and adoption of plans pursuant to Part 2.6 of Division 6 of the California Water Code, including UWMPs and WSCPs. Therefore, no further environmental review is required at this time.

FISCAL IMPACT

There is no fiscal impact associated with this report.

CONCLUSION

The 2025 UWMP (including the WSCP) meets all statutory requirements and demonstrates that the City's water supplies are sufficient to reliably meet projected demands through at least 2050 under normal, single-dry, and multiple-dry year conditions, consistent with regional planning assumptions.

Forecasted demand growth is primarily associated with new developments needed to achieve the City's housing goals, with moderate growth across other sectors. The City will continue to support long-term reliability through ongoing conservation practices, infrastructure investment, expanded use of recycled water, and advancement of local supply projects.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Proposed 2025 Urban Water Management Plan and Water Shortage Contingency Plan
Correspondences

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND THE WATER SHORTAGE CONTINGENCY PLAN

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Urban Water Management Planning Act (Cal. Water Code Section 10610 *et seq.*; hereinafter "the Act") mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare and adopt an Urban Water Management Plan ("UWMP"), the primary objectives of which are to evaluate water supplies and demands, including the reliability of supplies, to plan for the conservation and efficient use of water, and to prepare for water shortages. Further, urban water suppliers must prepare and adopt a Water Shortage Contingency Plan ("WSCP") as part of the UWMP to address potential water supply shortages from drought or other impacts to water supply availability.

B. The City of Burbank is an urban water supplier providing water to a population of over 100,000 through over 26,000 water service connections and is required to prepare and adopt a UWMP and WSCP pursuant to the Act.

C. The Act provides that the UWMP and WSCP be reviewed and updated at least once every five years, in years ending in five and zero, and that the City make any changes or amendments to the Plans which are indicated by the review.

D. Any such changes or amendments to the UWMP and WSCP must be adopted by July 1, 2026, after public review and hearing, and filed with the California Department of Water Resources, the California State Library and the County of Los Angeles within thirty (30) days of adoption.

E. The City has prepared and circulated for public review the draft 2025 UWMP, which updates and replaces the 2020 Plan, and includes the City's updated 2025 WSCP as required by statute.

F. A duly noticed public hearing regarding such changes or amendments to the proposed 2025 UWMP and WSCP was held by the City Council on June 16, 2026. Notice of the hearing was published in accordance with California Water Code Section 10642.

G. The City Council considered the staff report and recommendations therein, and the evidence and testimony presented at such hearing.

H. Pursuant to California Water Code Section 10652, no further environmental review is required under the California Environmental Quality Act ("CEQA") because CEQA does not apply to the preparation or adoption of plans pursuant to Part 2.6 of Division 6 of the California Water Code, including UWMPs and WSCPs.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The findings above are true and correct, and incorporated herein.

2. The 2025 Urban Water Management Plan and the 2025 Water Shortage Contingency Plan, attached to the Staff Report dated June 16, 2026, are hereby adopted and ordered filed with the City Clerk.

3. The General Manager of Burbank Water and Power is hereby authorized and directed to file the 2025 Urban Water Management Plan and the 2025 Water Shortage Contingency Plan with the California Department of Water Resources, the California State Library, and the County of Los Angeles within thirty (30) days of adoption.

3. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED and ADOPTED this ___ day of June, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Lisa Kurihara
Senior Assistant City Attorney

ATTACHMENT 1

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 June, 2026 by the following vote:

AYES:

NOES:

ABSENT:

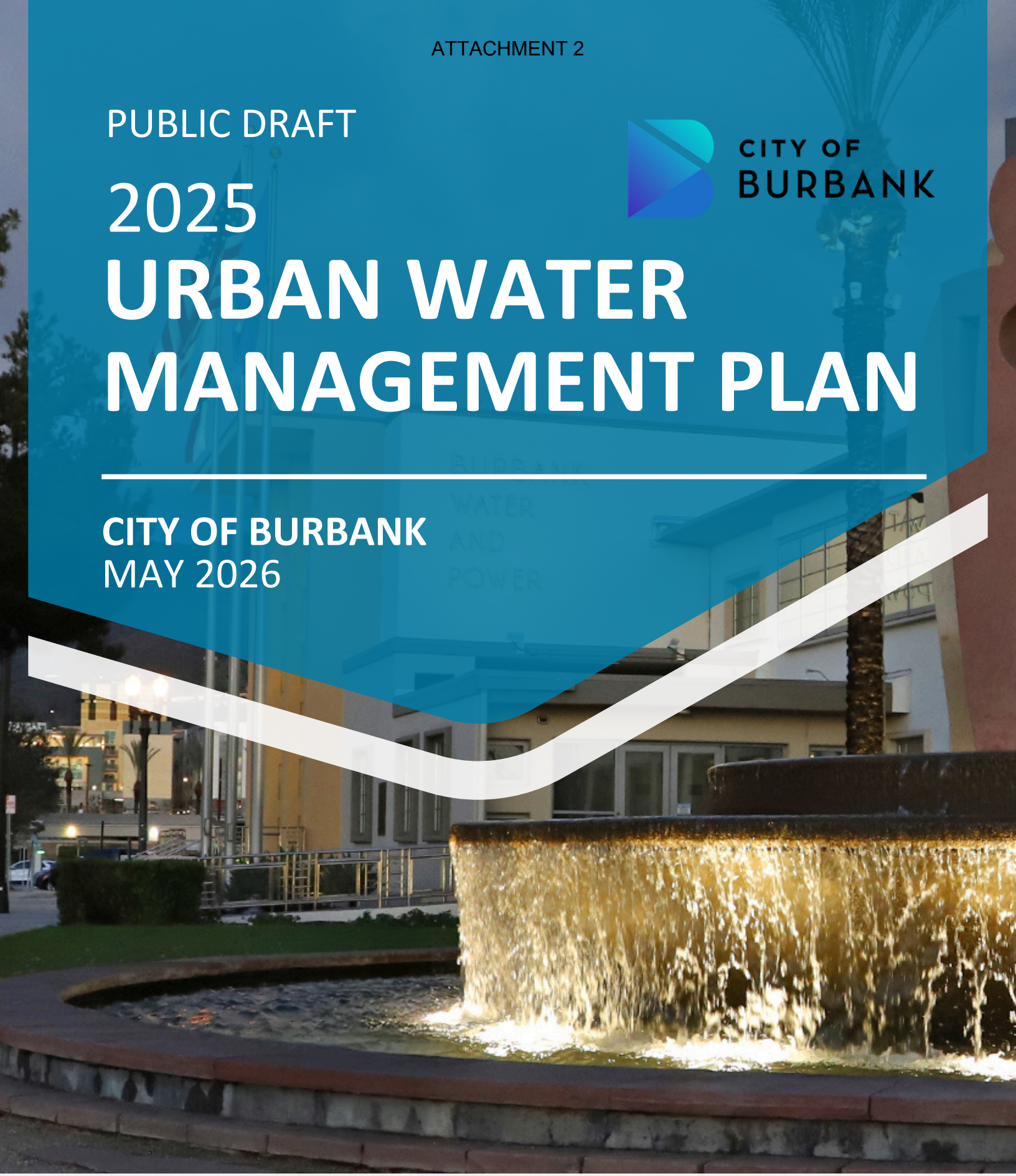
_____
Kimberley Clark, City Clerk

PUBLIC DRAFT

CITY OF BURBANK

2025 URBAN WATER MANAGEMENT PLAN

CITY OF BURBANK
MAY 2026



PREPARED BY:
eki environment & water

WATER AND POWER

CITY OF BURBANK

2025 URBAN WATER MANAGEMENT PLAN
164 W. Magnolia Blvd.
Burbank, CA 91502

PUBLIC DRAFT | May 2026
EKI Environment & Water, Inc.
C50205.00

EKI ENVIRONMENT & WATER, INC.
www.ekiconsult.com
2001 Junipero Serra Blvd, Suite 300 • Daly City, CA 94014

2025 URBAN WATER MANAGEMENT PLAN

PUBLIC DRAFT | May 2026

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2025 URBAN WATER MANAGEMENT PLAN

City of Burbank

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Appendix G: Resolution to Adopt UWMP

ABBREVIATIONS AND ACRONYMS

°F	Fahrenheit
AB	Assembly Bill
AF	acre-feet
AFY	acre-foot per year
AMI	advanced metering infrastructure
AWWA	American Water Works Association
BOU	Burbank Operable Unit
BWP	Burbank Water and Power
BWRP	Burbank Water Reclamation Plant
CalWEP	California Water Efficiency Partnership
CCR	California Code of Regulations
cfs	cubic feet per second
CGC	California Government Code
CII	commercial, industrial, and institutional
City	City of Burbank
CRA	Colorado River Aqueduct
CWC	California Water Code
DCP	Delta Conveyance Project
DDW	Division of Drinking Water
DMM	demand management measure
DOF	Department of Finance
DPR	direct potable reuse
DTSP	Downtown Burbank Transit Oriented Development Specific Plan
DWR	California Department of Water Resources
FY	fiscal year
GAC	Granular Activated Carbon
GPCD	gallons per capita per day
gpm	gallons per minute
GPSCD	gallons per service connection per day
GSSP	Golden State Specific Plan
HCF	hundred cubic feet
HMP	Hazard Mitigation Plan
HVAC	heating, ventilation, and air conditioning
HWRP	Hyperion Water Reclamation Plant
IRC	Import Return Credit
IRWM	Integrated Regional Water Management
IVR	Interactive Voice Response
kWh	kilowatt hours

kWh/AF	kilowatt hours per acre-foot of water
kWh/MG	kilowatt-hours per Million Gallons
LADWP	Los Angeles Department of Water and Power
LASAN	Los Angeles Department of Sanitation and Environment
LVMWD	Las Virgenes Municipal Water District
MCCWL	Making Conservation a California Way of Life
MCL	Maximum Contaminant Level
MDSP	Media District Specific Plan
MG	million gallons
MGD	million gallons per day
MPP	Magnolia Power Project
MSL	mean sea level
MWD	Metropolitan Water District of Southern California
MWELO	Model Water Efficient Landscape Ordinance
NOS	North Outfall Sewer
NPDES	National Pollutant Discharge Elimination System
PFAS	per- and polyfluoroalkyl substances
Plan	Urban Water Management Plan
PWS	Public Water System
RCP	Representative Concentration Pathway
RHNA	Regional Housing Needs Allocation
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
SB X7-7	Water Conservation Act of 2009
SB	Senate Bill
SCAG	Southern California Association of Governments
SFB	San Fernando Basin
SGMA	Sustainable Groundwater Management Act
SMS	Short Message Service
SNMP	Salt and Nutrient Management Plan
SWP	State Water Project
SWRCB	State Water Resources Control Board
SWUO	Sustainable Water Use Ordinance
TDS	total dissolved solids
ULARA	Upper Los Angeles River Area
USBR	United States Bureau of Reclamation
USEPA	United States Environmental Protection Agency
UWMP	Urban Water Management Plan
UWUO	Urban Water Use Objective
VOC	Volatile Organic Compounds

WF1	Water Farm 1
WRP	Water Reclamation Plant
WSAP	Water Supply Allocation Plan
WSCP	Water Shortage Contingency Plan
WTP	Water Treatment Plant
WUE	Water Use Efficiency

LAY DESCRIPTION

☑ ***CWC §10630.5***

Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

This 2025 Urban Water Management Plan (UWMP or Plan) is prepared for City of Burbank (Burbank or City), which serves approximately 17,565 acre-feet (AF) of water to a population of 106,146. Burbank meets the definition of an urban water supplier.[1] Therefore, in accordance with California Water Code (CWC) §10621(e), Burbank is obligated to develop and submit a UWMP to the California Department of Water Resources (DWR) by 1 July 2026.

This UWMP serves as a foundational planning document and includes descriptions of historical and projected water demands and supplies, and the resulting reliability during a set of defined water supply conditions over a minimum 20-year planning horizon. This Plan also describes the actions Burbank is taking to promote water conservation (referred to as "demand management measures"), and includes a Water Shortage Contingency Plan (WSCP) to address potential water supply shortages from drought or other impacts to supply availability. This Plan is updated every five years in accordance with state requirements under the UWMP Act and amendments (Division 6 Part 2.6 of the CWC §10610 – 10657). Past plans developed for Burbank are available on the DWR Water Use Efficiency (WUE) Data Portal website: https://wuedata.water.ca.gov/.

Pursuant to the requirements of the CWC §10630.5, this lay description provides a simple summary of this UWMP. This Plan includes 10 sections, which are summarized below.

Section 1 UWMP Introduction

This section presents the background and purpose of the UWMP, describes the Plan organization, and provides an overview of the Plan. Burbank's water supply portfolio includes a combination of treated and untreated raw imported water purchased from the Metropolitan Water District of Southern California (MWD), groundwater from the San Fernando Basin (SFB), and recycled water from the Burbank Water Reclamation Plant (BWRP). Imported supplies are subject to regional variability, including uncertainties associated with the Sacramento-San Joaquin Delta (Delta) and Colorado River conditions, as further described in later reliability sections. Because purchased water comes from the Delta, this section also demonstrates consistency with The Delta Plan by the Delta Stewardship Council.

Section 2 Plan Preparation

This section discusses key structural aspects related to the preparation of this UWMP, and describes the coordination and outreach conducted as part of the Plan's preparation, including coordination with local agencies (i.e., Los Angeles County, Glendale Water & Power, and Los Angeles Department of Water and Power [LADWP]), and the public.

[1] Per CWC §10617, "urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 AF of water annually.

Section 3 Service Area Description

This section provides a description of Burbank's water system and service area, including information related to the climate, population, and demographics. Burbank is located in Los Angeles County and has a climate characterized by a Mediterranean climate with cool, wet winters and warm, dry summers. It is estimated that Burbank has a population of 106,146 in 2025, and it is anticipated that the service area population will increase to approximately 156,624 by 2050, assuming that the full development contemplated in two of the City's specific plans is achieved by 2035. The City is planning for residential and commercial growth, including mixed-use development (i.e., residential/commercial/retail). New residential development will be predominantly multi-family residential.

Section 4 Water Use Characterization

This section provides a description and quantifies Burbank's current and projected demands through the year 2050. Burbank provides drinking water (also referred to as "potable water") and recycled water (also referred to as "non-potable water") to meet potable and non-potable demands. Water demands refer not only to the water used by customers, but also includes the water used as part of the system's maintenance and operation, as well as unavoidable losses inherent in the operation of a water distribution system. Total water demand within the Burbank service area was 17,167 AF in 2025.[2] Taking into account historical water use, expected population changes, and conservation, water demand is projected to increase to 31,094 AF by 2050 under normal hydrologic conditions, assuming that the full development contemplated in two of the City's specific plans is achieved by 2035.

Section 5 SB X7-7 Baseline, 2020 Target, and 2025 Reporting

The Water Conservation Act of 2009 (SB X7-7), enacted in November 2009, required the State to achieve a 20% reduction in urban per capita water use by December 2020 and directed retail suppliers to establish an urban water-use target (2020 Target) to support this goal. Because the CWC does not set an end date for reporting progress toward the 2020 Target, this section documents Burbank's compliance with SB X7-7 as of 2020. Burbank is not a member of a "Regional Alliance" and was not part of a service area merger or consolidation after 2020. In July 2024, the State enacted the Making Conservation a California Way of Life (MCCWL) regulation to promote long-term water conservation and drought resilience beyond SB X7-7. MCCWL established annual Urban Water Use Objectives (UWUO) for water suppliers. Because compliance with the UWUO requirements falls under the authority of the State Water Resources Control Board (SWRCB), UWUO projections are not included herein.

Section 6 Normal Year Water Supply Characterization

This section presents an analysis of Burbank's water supplies over a minimum 20-year planning horizon under normal hydrologic conditions. The Burbank service area relies on groundwater, purchased or imported water, and recycled water. In 2025, Burbank's water supplies were 3,365 AF of treated water purchased from MWD, 11,269 AF of groundwater from the SFB, and 2,930 AF of non-potable recycled water from the BWRP, totaling 17,565 AF.[2] Burbank did not spread any raw water from MWD in 2025 due to infrastructure upgrades and quagga mussel contamination in the untreated MWD water. This section also provides an estimate of water-related energy consumption. Energy intensity is defined as the net energy used for water treatment, conveyance, and distribution for all water entering the distribution

[2] Estimated supplies (17,565 AF) differ from estimated demands (17,167 AF) in 2025 due to metering inaccuracies and/or data errors.

system, and does not include the energy used to treat wastewater. The energy intensity for Burbank is estimated to be 351 kilowatt hours per acre-foot of water (kWh/AF).

Section 7 Water Supply Reliability and Drought Risk Assessment

This section assesses the reliability of Burbank's water supplies, with a specific focus on potential constraints such as water supply availability, water quality, and climate change. The intent of this section is to identify any potential constraints that could affect the reliability of Burbank's supply to support Burbank's planning efforts to ensure that customer demands are met. Water service reliability is assessed during normal, single dry-year, and multiple dry-year hydrologic conditions consistent with the reliability analyses conducted by MWD in its 2025 UWMP. MWD's long-term supply planning incorporates assumptions for Colorado River and Delta supply reliability, local supply availability, demand forecasts, storage facilities, and climate risks. Based on this analysis, Burbank expects the available groundwater, purchased treated and untreated raw water, and recycled water supplies to be sufficient to meet projected demands in all hydrologic conditions, including a five-year drought period. Further, potential water quality risks are actively monitored and Burbank is able to make all appropriate adjustments to its treatment and distribution system to ensure only high quality drinking water is served.

Section 8 Water Shortage Contingency Planning

This section is Burbank's WSCP, which serves as a standalone document to be engaged in the case of a water shortage event, such as a drought, infrastructure failure, regulatory mandates, or catastrophic natural or human-caused events. The WSCP identifies policies and actions Burbank will implement under varying shortage conditions to protect health and human safety, minimize economic disruption, and preserve environmental and community assets. Consistent with DWR requirements, Burbank has adopted six standard water shortage stages to address shortage conditions ranging from up to 10% to greater than 50%.

Section 9 Demand Management Measures

This section includes descriptions of past and planned conservation programs that Burbank operates within each demand management measure (DMM) category outlined in the UWMP Act, including: (1) water waste prevention ordinances, (2) metering, (3) conservation pricing, (4) public education and outreach, (5) distribution system water loss management, (6) water conservation program coordination and staffing support, and (7) "other" DMMs. These DMMs have contributed to Burbank's compliance with its 2020 Target and are anticipated to continue to support Burbank in complying with MCCWL requirements.

Section 10 Plan Adoption, Submittal, and Implementation

This section provides information on the notice of Plan preparation and public hearing, the public hearing and adoption process, Plan implementation, and procedures for amending the adopted UWMP and WSCP. Prior to adoption, Burbank held a formal public hearing on 16 June 2026, at 6:00 p.m., to present the UWMP and WSCP. This UWMP and WSCP were submitted to DWR within 30 days of adoption and by the 1 July 2026 deadline.

1 UWMP INTRODUCTION

This section discusses the importance and uses of this Urban Water Management Plan (UWMP or Plan), the relationship of this Plan to the California Water Code (CWC), the relationship of this Plan to other local and regional planning efforts, and how this Plan is organized and developed in general accordance with the California Department of Water Resources' (DWR) 2025 UWMP Guidebook.[3]

1.1 Background and Purpose

The City of Burbank (Burbank or City) is an urban water supplier that provides service to 26,827 metered connections, both potable and recycled, in a service area of approximately 17 square miles within Los Angeles County.[4]

This UWMP is a foundational document and source of information about Burbank's historical and projected water demands, water supplies, supply reliability and potential vulnerabilities, water shortage contingency planning, and demand management programs. Among other things, it is used as:

- A long-range planning document for water supply and system planning; and
- A source for data on population, housing, water demands, water supplies, and capital improvement projects used in:
    - Regional water resource management plans prepared by wholesale water suppliers and other regional planning authorities (as applicable);
    - General Plans prepared by cities and counties; and
    - Statewide and broad regional water resource plans prepared by DWR, the State Water Resources Control Board (SWRCB), or other state agencies.

Burbank's last UWMP was completed in 2021, referred to herein as the "2020 UWMP." This Plan is an update to the 2020 UWMP, carries forward information from that plan that remains current and relevant, and provides additional information as required by subsequent amendments to the UWMP Act (CWC §10610-10657). Although this Plan is an update to the 2020 UWMP, it was developed to be a self-contained, stand-alone document and does not require readers to reference information contained in previous UWMP updates.

1.2 Urban Water Management Planning and the CWC

The UWMP Act requires urban water suppliers to prepare a UWMP every five years and to submit this plan to the DWR, the California State Library, and any city or county within which the supplier provides water supplies. All urban water suppliers, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet (AF) annually are required to prepare a UWMP (CWC §10617).

The UWMP Act was enacted in 1983. Over the years it has been amended in response to water resource challenges and planning imperatives confronting California. A significant amendment was made in 2009

[3] The 2025 UWMP Guidebook is available at: https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans/Final-2025-UWMP-Guidebook/Final-2025-UWMP-Guidebook-Accessible.pdf

[4] In this UWMP, "Burbank" refers to the urban water supplier, whereas references to the "City" denote the municipal jurisdiction itself.

as a result of the governor's call for a statewide 20% reduction in urban water use by 2020, referred to as the Water Conservation Act of 2009, or "SB X7-7." This amendment required urban retail water suppliers to establish water use targets for 2015 and 2020 that would result in statewide water savings of 20% by 2020. Beginning in 2016, urban retail water suppliers were required to comply with the water conservation requirements in SB X7-7 in order to be eligible for state water grants or loans. **Section 5** of this Plan contains the data and calculations used to determine compliance with these requirements.

In 2016, Governor Brown signed Executive Order B-37-16 Making Conservation a California Way of Life (MCCWL) and subsequently Senate Bill (SB) 606 and Assembly Bill (AB) 1668 were passed. SB 606/AB 1668 added new requirements related to drought planning, including: (1) additional requirements for Water Shortage Contingency Plans (WSCP) (CWC §10640), (2) requirements for urban water suppliers to conduct a drought risk assessments as part of their future UWMPs to assess water supply reliability for a period of drought lasting five consecutive water years (CWC §10635(b)), and (3) suppliers to conduct annual water supply and demand assessments to determine their water supply reliability for the current year and one dry year (CWC §10632(a)). These elements are included in **Section 7** and **Section 8** of this Plan. Additionally, SB 606/AB 1668 set new requirements for urban water agencies to continue to increase water efficiency beyond SB X7-7. Beginning in 2024, agencies were also required to report an annual Urban Water Use Objective (UWUO). However, because compliance with the UWUO requirements falls under the authority of the SWRCB, it is not included in this Plan.

The UWMP Act contains numerous other requirements that a UWMP must satisfy. **Appendix A** lists each of these requirements and where in the Plan they are addressed.

1.3 UWMP Organization

The organization of this Plan follows the same sequence as outlined in the 2025 UWMP Guidebook.

- Section 1 UWMP Introduction
- Section 2 Plan Preparation
- Section 3 Service Area Description
- Section 4 Water Use Characterization
- Section 5 SB X7-7 Baseline, 2020 Target, and 2025 Reporting
- Section 6 Normal Year Water Supply Characterization
- Section 7 Water Supply Reliability and Drought Risk Assessment
- Section 8 Water Shortage Contingency Planning
- Section 9 Demand Management Measures
- Section 10 Plan Adoption, Submittal, and Implementation

In addition to these sections, this Plan includes appendices providing supporting documentation and supplemental information. Pursuant to CWC §10644(a)(2), this Plan utilizes the standardized forms, tables, and displays developed by DWR for the reporting of water use and supply information required by the UWMP Act. This Plan also includes additional tables, figures, and maps to augment the set developed by DWR, as appropriate. The table headers indicate if the table is part of DWR's standardized set of submittal tables. An overall lay description of the UWMP, including information related to water service reliability, potential issues, and strategies for managing reliability risks, is provided at the beginning of this UWMP.

1.4 UWMP Relationship to Other Efforts

This Plan provides information specific to water management and planning within Burbank's service area. However, water management does not happen in isolation; there are other planning processes that integrate with the UWMP to accomplish urban planning. Some of these relevant planning documents include:

- **2024 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS; referred to as Connect SoCal).** Provides a comprehensive, long-range transportation and land use plan for the Southern California region prepared by the SCAG. The plan describes regional transportation investments, growth strategies, and sustainability policies, and evaluates how these efforts will improve mobility, enhance equity, and reduce greenhouse gas emissions through the planning horizon.
- **1997 Integrated Water Resources Plan**. Provides an assessment of Burbank's water supplies and forecasts future demands. Information from this plan has been incorporated into subsequent UWMPs starting in 2000.
- **2025 Metropolitan Water District of Southern California's (MWD) UWMP.** Presents a comprehensive water management plan for Burbank's wholesale water provider MWD. The plan includes a description of the wholesaler's water supplies and demands and an assessment of its supply reliability into the future.

This Plan was also prepared in close coordination with the City's Community Development and Public Works departments and is integrated with the City's broader planning efforts, including the Burbank2035 General Plan, which informs land use planning. Burbank also coordinated with MWD, as further described in **Section 2.5.1**, to ensure consistency between Burbank's and MWD's 2025 UWMPs.

1.5 Special Considerations

This Plan includes information beyond the requirements of the UWMP Act to support other regulatory processes that rely on UWMP data, including the Delta Plan and permitting for ocean desalination projects.

1.5.1 Demonstration of Consistency with The Delta Plan for Participants in Covered Actions

Although not required by the UWMP Act, in the 2025 UWMP Guidebook, DWR recommends that all suppliers that are participating in, or may participate in, receiving water from a proposed project that is considered a "covered action" under The Delta Plan by the Delta Stewardship Council — such as a (1) multiyear water transfer, (2) conveyance facility, or (3) new diversion that involves transferring water through, exporting water from, or using water in the Sacramento-San Joaquin Delta (Delta)—provide information in their UWMP to demonstrate consistency with the Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code of Regulations [CCR], Title 23, §5003).

Burbank may receive imported water from the Delta via the State Water Project (SWP) through water purchased from MWD. Because Burbank can receive water from the Delta through imported purchases, Burbank has prepared an appendix to address reduced reliance on the Delta (see **Appendix C**). This evaluation is based on regional supply diversification, to address the requirements of the Delta Plan Policy WR P1.

1.5.2 Permitting for Ocean Desalination Projects

California's *Water Supply Strategy: Adapting to a Hotter, Drier Future* updates state priorities to address water supply shortages due to long-term drought and the accelerating impacts of climate change, including identifying opportunities to access new water sources such as ocean desalination. Burbank's wholesaler, MWD, recognizes that seawater desalination represents a significant opportunity to diversify the region's water resource with a new, locally controlled, reliable potable supply, and supports the use of seawater desalination by its member agencies. Burbank is currently partnered with six other agencies to evaluate onshore infrastructure for Water Farm 1 (WF1), the first subsea reverse osmosis desalination project in the United States. The project is currently in the feasibility study phase, as further described in **Section 6.6**.

2 PLAN PREPARATION

This section discusses the type of UWMP prepared by Burbank and includes information that will apply throughout the Plan. It also summarizes the coordination and outreach completed during the Plan development.

2.1 Basis for Preparing the UWMP

☑ ***CWC §10617***

"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

☑ ***CWC §10608.12***

(t) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

(w) "Urban wholesale water supplier" means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

☑ ***CWC §10620***

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

☑ ***CWC §10621***

(a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.

☑ ***California Health and Safety Code §116275***

(h) "Public Water System" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year.

An urban water supplier is defined in CWC §10617 as a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 AF of water annually.

Burbank is exclusively a retail supplier and operates the Public Water System (PWS) listed in **Table 2-1**. PWSs are systems that provide drinking water for human consumption and are regulated by the SWRCB Division of Drinking Water (DDW). The SWRCB requires that water agencies report water usage and other relevant PWS information via the electronic Annual Reports to the Drinking Water Program. These data are used by the state to determine, among other things, whether an urban retail water supplier has reached the threshold for submitting a UWMP. In calendar year 2025, Burbank provided water to 26,827 connections and served 17,565 AF of water (**Table 2-1**). Burbank is therefore subject to the requirements of the UWMP Act.

Table 2-1 Public Water Systems (DWR Table 2-1)

Has there been a change in the number of affiliated Public Water Systems since the 2020 UWMP?			No
PWS Number	**PWS Name**	**Number of Municipal Connections 2025**	**Volume of Water Supplied 2025 (AF)**
CA1910179	Burbank Power and Water	26,827	17,565
	Total	**26,827**	17,565

2.2 Individual or Regional Plan

Urban water suppliers may elect to prepare individual or regional UWMPs. Burbank has elected to prepare an individual UWMP (see **Table 2-2**). Urban retail water suppliers may also report on the requirements of SB X7-7 individually or as a member of a "Regional Alliance." As described in **Section 5**, Burbank is not a member of a Regional Alliance and this UWMP provides information on Burbank's compliance with SB X7-7 as an individual urban retail water supplier.

Table 2-2 Plan Identification (DWR Table 2-2)

	Type of Plan		Name of RUWMP
☒	Individual UWMP		
	☐	Water Supplier is also a member of a SB X7-7 Regional Alliance	N/A
☐	RUWMP		N/A

2.3 Fiscal or Calendar Year and Units of Measure

☑ ***CWC §10608.20***

(a)(1) Urban retail water suppliers … may determine the targets on a fiscal year or calendar year basis.

Annual volumes of water reported in this UWMP are measured in AF and are reported on a calendar year basis (**Table 2-3**). Water use and planning data reported in this UWMP for calendar year 2025 cover the full twelve months of the year, as required by the UWMP Guidelines.

Table 2-3 Supplier Identification (DWR Table 2-3)

Type of Supplier	
☐	Supplier is a wholesale supplier
☒	Supplier is a retail supplier
Fiscal or Calendar Year	
☒	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
Units of measure used in UWMP	
Unit	AF

2.4 Standard Submittal Tables and Alignment with UWMP Act Requirements

The Plan has been prepared in general accordance with the format suggested in DWR's 2025 UWMP Guidebook. Text from the UWMP Act has been included in text boxes at the beginning of relevant sections of this UWMP. The information presented in the respective UWMP sections, and the associated text, figures, and charts are collectively intended to fulfill the requirements of that sub-section of the UWMP Act. To the extent practicable, supporting documentation has also been provided in **Appendices A** through **G**. Other sources for the information contained herein are provided in the references section of the document.

Per CWC §10644(a)(2), selected information for the UWMP updates must be presented in standardized tables for electronic submittal to DWR. Text and tables in the main body of the UWMP document have been cross-referenced to the companion DWR tables, which are provided in **Appendix B**. UWMP preparers are also requested to complete a checklist of specific UWMP requirements to assist the DWR review of the submitted UWMP. The completed checklist is included in **Appendix A**.

2.5 Coordination and Outreach

Coordination with other water suppliers, cities, counties, and other community organizations in the region is an important part of preparing a UWMP and WSCP. This section identifies the agencies and organizations Burbank sought to coordinate with during the preparation of this Plan.

2.5.1 Wholesale and Retail Coordination

☑ ***CWC §10631***

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

MWD is a water wholesaler in the Southern California region and is comprised of 26 member agencies, including Burbank. As described in **Section 6**, Burbank typically derives 20% of its potable water supply from MWD.

Urban retail water suppliers relying on one or more wholesalers for water supply are required to provide the wholesalers with information regarding projected water supply and demand. MWD has prepared a 2025 UWMP in accordance with requirements for water wholesalers, which addresses the regional issues concerning water demands and supplies and provides data on projected imported water deliveries. Burbank coordinated with MWD to ensure alignment of demand and supply projections presented in this UWMP.

Table 2-4 Water Supplier Information Exchange (DWR Table 2-4)

Wholesale Water Supplier Name
Metropolitan Water District of Southern California

2.5.2 Coordination with Other Agencies and the Community

☑ ***CWC §10620***

(d)(3) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

☑ ***CWC §10642***

Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan…

In addition to coordinating with MWD, Burbank coordinated with other regional agencies to ensure that data and issues are presented accurately, including: Los Angeles County, Glendale Water & Power (Glendale), and Los Angeles Department of Water and Power (LADWP). Burbank's UWMP has also been prepared in close coordination with the Burbank Community Development Department and Burbank Department of Public Works. Accordingly, Burbank's UWMP is consistent with the Burbank2035 General Plan and subsequent planning documents, specific plans, and timing of individual planned and approved projects.

2.5.3 Notice to Cities and Counties

☑ ***CWC §10621***

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

Burbank provided a 60-Day Notice to the entities and the communities it serves (i.e., the County of Los Angeles) at the start of the UWMP process, more than 60 days prior to the public hearing it held on 16 June 2026, informing them that the Plan was going to be reviewed and updated. As a courtesy, Burbank also provided a 60-Day Notice to LADWP and Glendale to ensure regional alignment in water management. The 60-Day Notice recipients are listed in **Table 10-1** in **Section 10**, and copies of correspondence with the agencies are provided in **Appendix D**.

Burbank also notified the public of its intent to adopt its UWMP through a public hearing and notices to members of the community. Additional information on noticing is provided in **Section 10** and in **Appendix D**.

3 SERVICE AREA DESCRIPTION

This section provides a description of the Burbank water system and service area, including climate, population, demographics, and land uses to help in understanding various elements of water supply and demand.

3.1 General Description

☑ ***CWC §10631***

(a) Describe the service area of the supplier…

There has been a community known as Burbank in Southern California since 1887. The City of Burbank was officially established in 1911, and the municipal water and electric utility was founded in 1913. In 1914, an additional 9.4 square miles were annexed, establishing today's total area of 17.1 square miles and the population grew to almost 14,000. Burbank was one of the 13 founding agencies of MWD in 1928 to secure its future water supplies.

World War II brought rapid industrial growth. During the war, 94,000 people were employed at Lockheed Corporation (Lockheed) aircraft facilities within the City, and the population grew to 78,577 by 1950. Growth continued at a slower rate for the remainder of the 20th century. The Lockheed facility closed in 1991; however, the rest of the 1990's brought an expansion of the movie and television industry and a revitalization of the downtown area. The population grew to 100,316 by 2000. Since then, former Lockheed and other industrial sites have been redeveloped for commercial and retail uses. There has been a return to intensive multi-family residential construction that replaces, or sometimes adds on to, older single-family and small multi-family units.

The City is located approximately 12 miles north of downtown Los Angeles, in the eastern end of the San Fernando Valley. The City of Los Angeles lies to the south and west and the City of Glendale to the southeast. A map of Burbank is provided on **Figure 3-1**, showing both the City boundary and the Burbank service area.

Burbank's supply portfolio reflects its strategic emphasis on maximizing local resources and reducing reliance on purchased treated water. Burbank produces approximately 77% of its potable water supply from production wells operated by Burbank Water and Power (BWP) through a contract operator, representing an increase from previous years. The groundwater is treated at the Burbank Operable Unit (BOU) before entering Burbank's distribution system. The BOU is a groundwater remediation program and treatment system that recovers contaminated groundwater from the North Hollywood and Burbank area for safe municipal use in Burbank. The BOU is discussed in more detail in **Section 6.2**. Burbank purchases the remaining 20% of its potable supply from MWD as treated potable water. Burbank has five connections with MWD that supply potable water and one connection that supplies untreated raw water, which Burbank uses for groundwater recharge. Burbank also produces recycled water (approximately 3,000 acre-feet per year [AFY]) at the Burbank Water Reclamation Plant (BWRP), which is operated by the Burbank Department of Public Works. Burbank has two connections with the neighboring Glendale and one connection with LADWP, which have been used in the past to augment supply from MWD when any of the cities have had a short-term operational difficulty.

Burbank also owns and maintains potable and non-potable distribution pipelines, booster pumps, storage tanks and reservoirs as described in greater detail in **Section 3.5**.

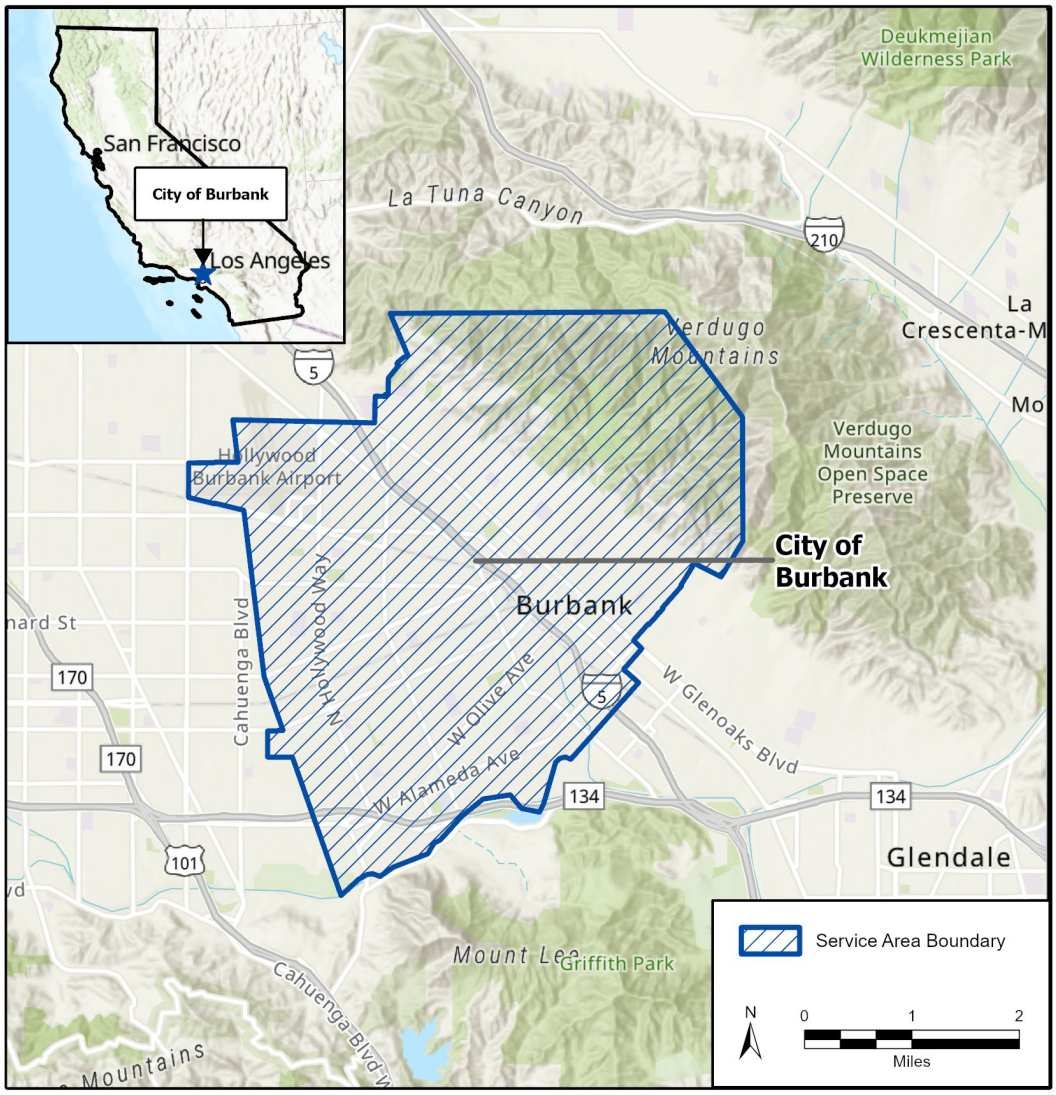

Figure 3-1 Burbank Location and Service Area Boundary

3.2 Service Area Climate

☑ ***CWC §10631***

(a) Describe the service area of the supplier, including …"climate…"

☑ ***CWC §10635***

(b)(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

Burbank's service area is characterized by a Mediterranean climate with hot and dry summers and mild winters. Burbank is located in the San Fernando Valley which is relatively inland compared to the nearby coastal areas. This means that summer days are typically hotter and winter nights are typically colder. Average temperature and rainfall data for the Burbank area were available from the Western Regional Climate Center Burbank Valley Pump Station (# 041194-6) and reference evapotranspiration data were

available from the nearby DWR California Irrigation Management System (CIMIS) North Hollywood Station (# 223) for 2015 – 2025. Based on that data, most rainfall occurs between December and March, and Burbank receives an average of 15 inches of rainfall annually (see **Table 3-1**). Maximum daily air temperature averages 88 degrees Fahrenheit (°F) during the summer months and 70°F in the winter months. The average annual reference evapotranspiration (Eto) is 51 inches, and this leads to a considerable demand for landscape irrigation in order to make up for the deficit between Eto and rainfall.

Table 3-1 Climate Characteristics

Month	Average Temperature		Standard Average ETo (inches)	Average Rainfall (inches)
	Min (°F)	Max (°F)		
January	42	70	1.97	3.22
February	44	71	2.85	3.23
March	46	71	3.89	2.66
April	50	75	5.11	0.58
May	54	74	5.10	0.31
June	59	82	5.96	0.01
July	63	88	6.99	0.05
August	63	90	6.65	0.39
September	61	88	4.99	0.15
October	54	84	3.96	0.41
November	46	77	2.27	1.13
December	42	70	1.70	3.13
Annual	**52**	**78**	**51**	**15**

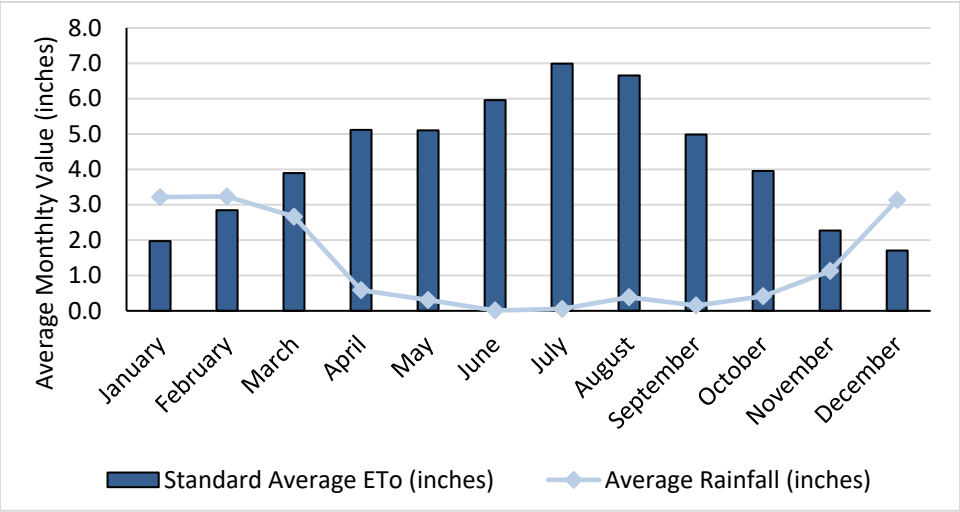

Figure 3-2 Average Monthly Rainfall and Eto

3.2.1 Climate Change

According to the Cal-Adapt tool, future projections for Burbank's service area using Localized Constructed Analogs downscaled Coupled Model Intercomparison Project Phase 5 model indicate an average increase in temperature of 4.1°F for medium emissions (Representative Concentration Pathway [RCP] 4.5) models and 5.0°F for high emissions (RCP 8.5) models by 2064 (**Figure 3-3**). [5]

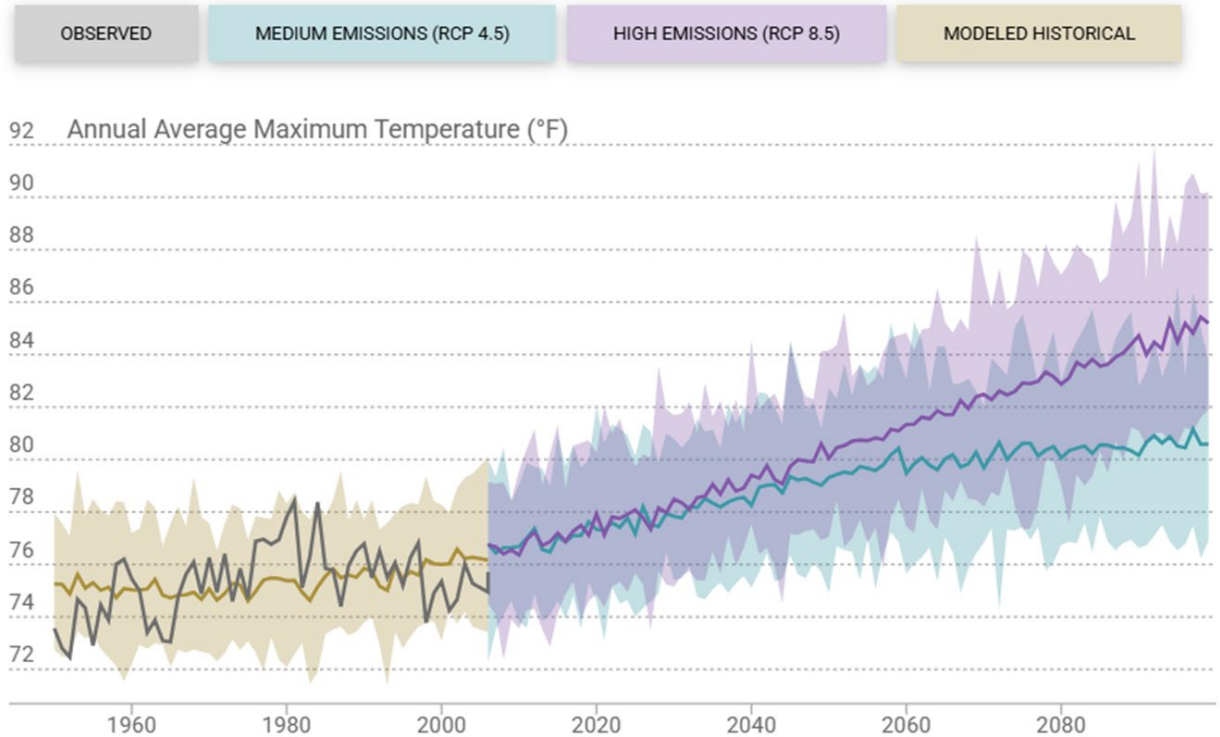

Figure 3-3 Observed and Forecasted Temperature for Burbank's Service Area

3.2.2 Climate Change Considerations in UWMP

Pursuant to CWC requirements and the 2025 UWMP Guidebook, this Plan incorporates climate change considerations into the following relevant sections:

- Section 3 - Service Area Description;
- Section 4 - Water Use Characterization;
- Section 6 - Normal Year Water Supply Characterization; and
- Section 7 - Water Supply Reliability Assessment.

Section 4.6 discusses potential climate change impacts on water demands, and **Section 6.11.1** discusses potential climate change impacts on supplies.

[5] The Cal-Adapt tool is available at: https://cmip5.cal-adapt.org/tools/local-climate-change-snapshot/

3.3 Service Area Population and Demographics

☑ ***CWC §10631***

(a) Describe the service area of the supplier, including current and projected population … other social, economic and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

Burbank historical and current service area population are based on estimates from the California Department of Finance (DOF), which are benchmarked with the 2020 U.S. Census Bureau data (**Figure 3-4**). In 2020, Burbank's service area population was 107,171, and it is estimated that Burbank's service area population was 106,146 in 2025, a decrease of 1.0%. This decrease is likely attributable to the 2020 COVID-19 pandemic which significantly altered socio-economic trends including increased emigration from many urban areas throughout California.

Projected population for 2030 through 2050 was provided by Burbank's wholesaler, MWD, and based on SCAG's 2024 Connect SoCal (RTP/SCS). SCAG is the regional Metropolitan Planning Organization, and it updates the Connect SoCal plan every four years to address the region's transportation, infrastructure, land use, housing, and environmental needs. Connect SoCal is developed through rigorous technical analysis, extensive stakeholder engagement and collaboration with local, state and federal government.

Burbank's 2021-2029 Housing Element Update also identified the development of three future specific plans, which are intended to facilitate residential development within the City. The three specific plans are: (1) the Downtown Burbank Transit Oriented Development Specific Plan (DTSP), (2) the Golden State Specific Plan (GSSP), and (3) the Media District Specific Plan (MDSP) (see **Section 3.4** for more information on the 2021-2029 Housing Element Update and the three specific plans). A comparison between SCAG's 2024 Connect SoCal housing projections and the preferred project alternatives for the three in-process specific plans indicated that the development from the GSSP was accounted for in the SCAG projections, while the MDSP and DTSP were not. Therefore, residential development and subsequent population increase from these two developing specific plans is considered additive to SCAG's, and consequently MWD's population projections. MWD provided estimates of the number of persons per household in Burbank's service area (**Appendix E**) and this factor was applied to the number of new housing units contemplated as part of full build-out development of the two developing specific plans to estimate the additional increase in population.

Figure 3-4 shows the baseline projections provided by MWD, and the adjustments made to incorporate the potential population associated with the developments contemplated in the MDSP and DTSP. Burbank's total current and projected service area population are shown in **Table 3-2** in five-year increments through 2050 assuming the full development potential contemplated under the DTSP and MDSP is achieved by 2035. The total population within Burbank's service area is expected to be 156,624 by 2050, which represents a 1.57% average annual growth rate between 2025 and 2050.

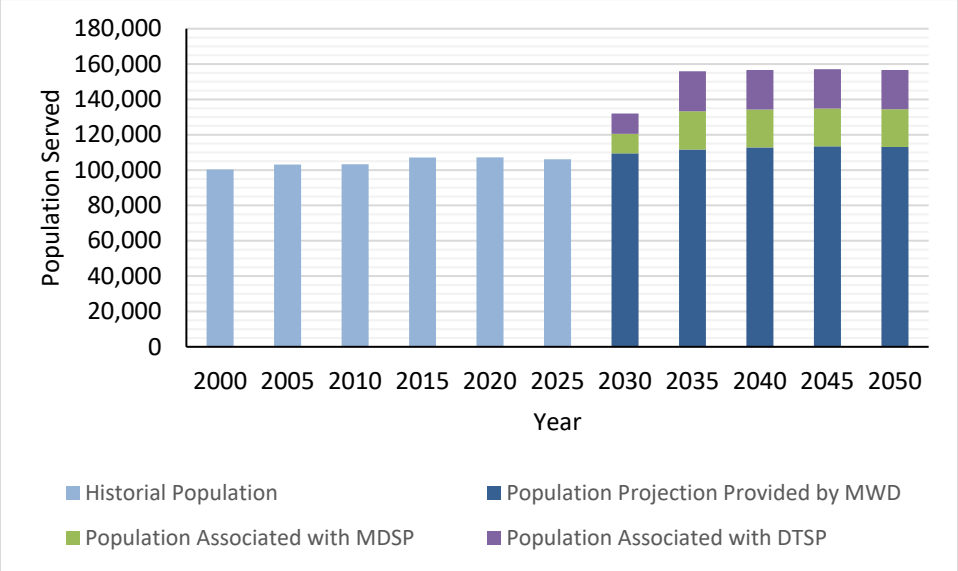

Figure 3-4 Population – Historical, Current, and Projected

Table 3-2 Population – Current and Projected (DWR Table 3-1)

Population Served	2025	2030	2035	2040	2045	2050 (opt)
	106,146	131,998	155,889	156,666	157,126	156,624

NOTES: Current population for 2025 is based on DOF estimates for Burbank (DOF, 2025); future population estimates were provided by MWD and based on SCAG's 2024 Connect SoCal plan (SCAG, 2024). The projected population estimates were adjusted assuming the full development potential contemplated under the DTSP and MDSP in Burbank's 2021-2029 Housing Element Update is achieved by 2035.

3.3.1 Future Employment Growth

Current and projected service area employment estimates from 2025 through 2050 are provided by MWD and based on projections from SCAG's 2024 Connect SoCal, as shown in **Table 3-3**. Similar to the population projections, employment is expected to initially grow more quickly through 2035 and begin decreasing after 2040.

Table 3-3 Employment – Current and Projected

Service Area Employment	2025	2030	2035	2040	2045	2050 (Opt)
	134,096	138,429	144,590	145,703	145,546	145,482

NOTE: The 2025 employment estimate and future employment projections were provided by MWD and based on SCAG's 2024 Connect SoCal plan (SCAG, 2024).

3.3.2 Other Social, Economic, and Demographic Factors

Table 3-4 summarizes demographics for Burbank's service area based on the U.S. Census American Community Survey 2024 5-Year Estimates (U.S. Census Bureau, 2025). The age distribution of Burbank's residents is similar to statewide demographics with approximately 20% of the population under 18 years and 16% over 65 years. Educational attainment in Burbank exceeds statewide averages, while median household income is generally consistent with statewide figures.

Employment growth is expected in a variety of commercial and industrial sectors, notably entertainment/media, retail, health care, and manufacturing.

Table 3-4 Demographic and Housing Characteristics (2020-2024)

Demographics	Burbank	California
Age and Sex		
Persons under 5 years	5.1%	5.3%
Persons under 18 years	19.1%	21.3%
Persons 65 years and older	16.3%	16.5%
Female persons	51.5%	50.1%
Race and Hispanic Origin		
White alone	57.6%	69.8%
Black or African American alone	4.2%	6.4%
American Indian and Alaska Native alone	0.6%	1.8%
Asian alone	11.7%	17.0%
Native Hawaiian and Other Pacific Islander alone	0.1%	0.5%
Two or More Races	15.8%	4.4%
Hispanic or Latino	23.9%	40.8%
White alone, not Hispanic or Latino	54.1%	33.6%
Families & Living Arrangements		
Persons per household	2.41	2.84
Living in same house 1 year ago, percent of persons age 1 year+	90%	89.2%
Language other than English spoken at home, age 5 years+	42%	44.4%
Education		
High school graduate or higher, persons age 25 years+	92.5%	84.7%
Bachelor's degree or higher, persons age 25 years+	47.1%	37.1%
Income & Poverty		
Median Household Income (2023 dollars)	$97,082	$99,122
Per capita income in past 12 months (2023 dollars)	$56,287	$49,513
Persons in poverty	10.7%	11.8%
NOTE: 2024 demographic data from the U.S. Census Bureau QuickFacts website (U.S. Census Bureau, 2025).		

3.4 Land Uses within Service Area

☑ ***CWC §10631***

(a) ...The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities…

Burbank consists of a mix of urban land uses, including residential, commercial, industrial, institutional and open space, with residential and commercial being the dominating uses. Burbank is largely built-out, meaning there are few vacant sites available for new developments and growth is expected to be due primarily to increases in housing density and land use intensity.

According to the Burbank2035 General Plan prepared in 2013, the greatest amount of growth in the next several decades is expected to be in the commercial area. The City expects to see an intensification of commercial land use in the downtown area and an increased amount of mixed-use development (i.e., residential/commercial/retail) along transportation corridors and transportation nodes. New residential development will be predominantly multi-family, as well as a steady production of accessory dwelling units within single family neighborhoods. Both types of development are expected to increase the population density. Redevelopment of areas adjacent to downtown is expected to continue, especially along the South San Fernando Boulevard corridor and the area around the Metrolink station.

The City has a City Council-adopted and State-Certified 2021-2029 Housing Element Update, which assesses the City's existing housing stock, capacity for housing growth and implementation programs necessary to facilitate the development of the City's Regional Housing Needs Allocation (RHNA) as established by SCAG (Burbank, 2022). Burbank's RHNA is 8,772 net units, and the City identified the capacity for this plus a buffer for a total of 10,011 net new units which could be developed to meet housing needs. The 2021-2029 Housing Element Update includes Program #5, which is to complete three specific plans which are an essential component of the City demonstrating its ability to facilitate the state mandated housing. The three specific plans are the DTSP, the GSSP, and the MDSP. In addition to facilitating the development of housing units, these specific plans are also anticipated to facilitate non-residential development across a variety of commercial sectors including hospitality, office, restaurant, retail, entertainment and light industrial land uses.

MWD provided demographic growth projections for Burbank, which are based on SCAG's 2024 Connect SoCal. These projections inform their water demand projections and incorporate data from past trends, key demographic and economic assumptions, and local, regional, state and national policy. The SCAG forecasting process also incorporates participation of local jurisdictions and stakeholders. The SCAG 2024 Connect SoCal projections are provided at the local scale based on transportation analysis zones (TAZs). By reviewing the TAZs' overlap with the three specific plans described above, it was determined that the growth anticipated from the GSSP is included in the SCAG 2024 Connect SoCal projections, but neither the DTSP nor the MDSP were accounted for in the projections. Therefore, for this UWMP, it is assumed that the housing units associated with the DTSP and the MDSP are in addition to SCAG's, and consequently MWD's, housing projections. The capacity for the development of new housing units from the DTSP and the MDSP, all of which are anticipated to be new multi-family units, were provided by Burbank's Community Development Department. This UWMP assumes the full development potential contemplated under the DTSP and MDSP is achieved by 2035.

The current number of housing units, as estimated by the DOF, is 44,733 (DOF, 2025). MWD projects the total number of housing units will increase to 50,443 units by 2050. However, when accounting for the

full development potential contemplated under the DTSP and MDSP, this total number of housing units is projected to reach 69,950 units by 2050, as shown in **Table 3-5**.

Table 3-5 Occupied Housing Units – Current and Projected

Occupied Housing Units	2025	2030	2035	2040	2045	2050
Single Family	22,311	22,673	23,487	23,780	24,004	24,041
Multi-Family	22,422	34,246	44,761	45,463	45,832	45,909
Total	**44,733**	**56,919**	**68,248**	**69,243**	**69,836**	**69,950**

NOTES: Occupied housing units for 2025 are based on DOF estimates for Burbank (DOF, 2025); future occupied housing units were provided by MWD based on SCAG's 2024 Connect SoCal plan (SCAG, 2024). MWD's multi-family housing projections were adjusted assuming the full development potential contemplated under the DTSP and MDSP is achieved by 2035, as provided by Burbank's Community Development Department.

3.5 Water Distribution System

Burbank provides potable water and recycled water to customers within the City. Burbank's potable water supply is comprised of water from MWD and groundwater from production wells operated by the City. MWD imports its water from Northern California via the SWP and also the Colorado River via the Colorado River Aqueduct (CRA). All groundwater extracted in Burbank is treated to remove Volatile Organic Compounds (VOCs) at the BOU prior to entering the distribution system. Recycled water is produced at the Burbank Water Reclamation Plant (BWRP), operated by the Burbank Department of Public Works, and is delivered via an independent distribution system. **Section 6** contains more information about potable water supplies and the recycled water system.

Burbank's potable water system includes approximately 278 miles of pipelines ranging in size from 30 inches to 4 inches in diameter, 35 booster pumps, 21 tanks and reservoirs, eight wells, five MWD connections, and over 26,000 service connections. The water distribution system consists of three major pressure zones and eight smaller hillside zones (see **Figure 3-5**). The three largest pressure zones are denoted Zones 1, 2, and 3. Zone 1 encompasses approximately 90% of the total City land area and represents 88% of the total City demand. The ground surface elevations in Zone 1 range from 480 feet above mean sea level (MSL) at the southerly boundary at Chavez Street and Linden Avenue, to 830 feet MSL on Bel Aire Drive at Orange Grove Avenue. The reservoirs that serve Zone 1 have a hydraulic elevation of 904 feet MSL.

Almost all of the water supplies enter the system in Zone 1. The only exception is that some water from one of the five MWD treated water connections (B-5) can feed Zone 2. Water is pumped from Zone 1 to Zones 2 and 3 at hydraulic elevations 991 and 1,156 feet MSL, respectively. From Zones 2 and 3, water is pumped to the eight hillside zones through successive pumping stations.

The potable system's tanks and reservoirs range in capacity from 13,500 gallons to 25 million gallons (MG). The combined storage capacity of all the reservoirs is approximately 55.5 MG. The storage capacity of Zone 1 is approximately 45.5 MG, 90% of the total system storage.

Water demands by individual customers are subject to wide daily and seasonal fluctuations. Burbank's system has been designed to accommodate variability of water demands. The system includes large storage reservoirs to accommodate hourly flow and demand variations throughout the distribution system. The storage capacity is large enough to allow for short interruptions (1 to 3 days at average flow) in the water supply.

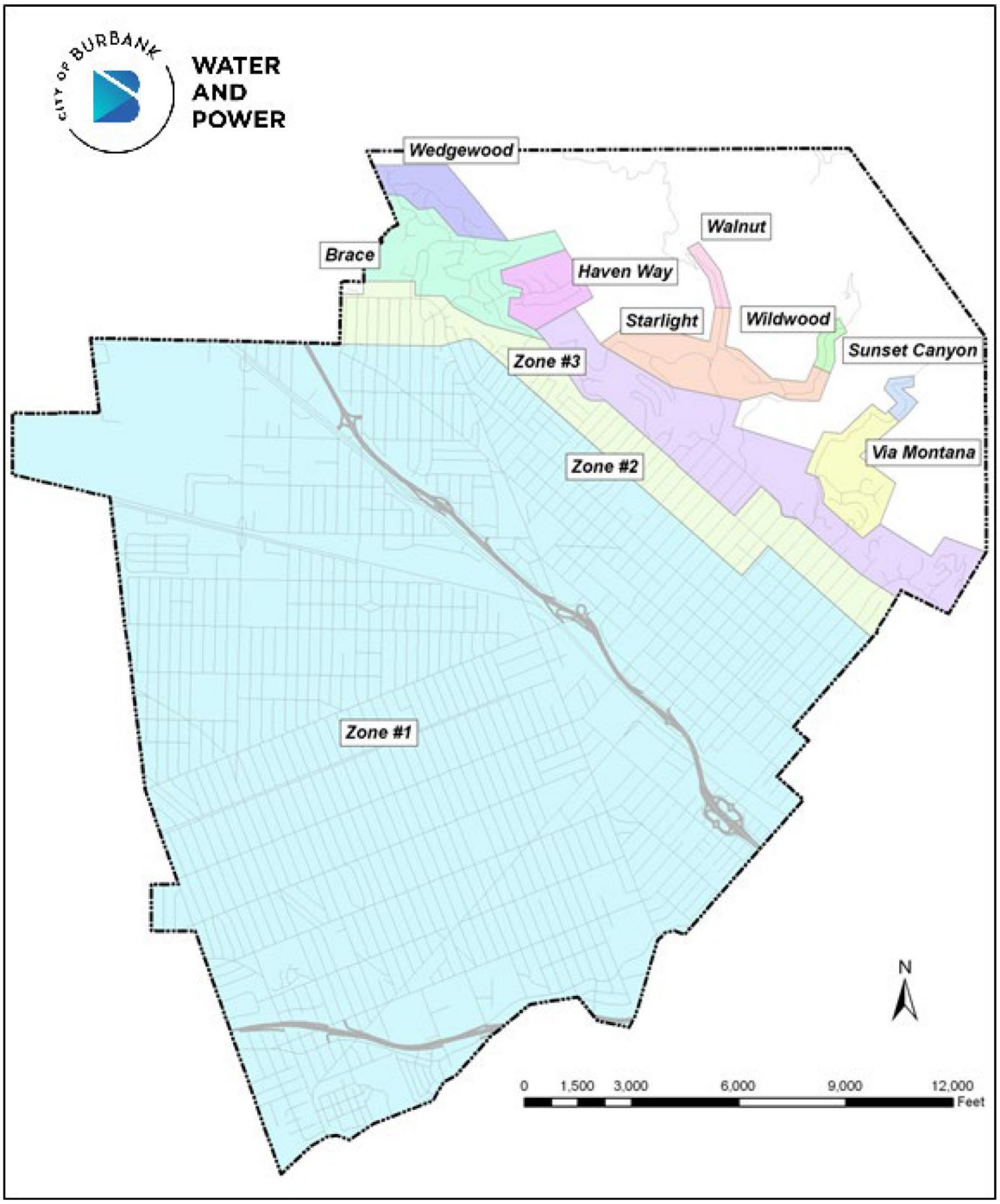

Figure 3-5 Burbank's Potable Water System and Pressure Zones

4 WATER USE CHARACTERIZATION

☑ ***CWC §10635***

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

☑ ***CWC §10631***

(d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following…

(d)(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(d)(4)(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(d)(4)(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following: (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections. (ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

This section describes and quantifies Burbank's historical, current, and projected water uses through 2050. For the purposes of this UWMP, the terms "water use" and "water demand" are used interchangeably.

4.1 Non-Potable Versus Potable Water Use

Potable and non-potable water uses are accounted for separately in this section. Potable uses are served by Burbank's potable water delivery system. Potable water deliveries comply with Title 22 Drinking Water Standards. Non-potable water uses may include recycled and untreated raw water deliveries that do not meet potable drinking water standards. Uses of potable versus non-potable water are clearly distinguished in the tables included in this section of the Plan.

4.2 Water Use Sectors

☑ ***CWC §10631***

(d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:

(A) Single-family residential.

(B) Multifamily.

(C) Commercial.

(D) Industrial.

(E) Institutional and governmental.

(F) Landscape.

(G) Sales to other agencies.

(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

(I) Agricultural.

(J) Distribution system water loss.

Demand within Burbank's water service area is measured using water meters that are installed at each customer account. Records of current and historical water use at each account are maintained by Burbank. Demand within Burbank's service area is tracked and reported for the following sectors:

- **Single Family Residential**: Attached or detached dwelling units that are individually metered; this may include water use from associated accessory dwelling units.
- **Multi-Family Residential**: Two or more dwelling units served by a common water meter. Water use is predominately for indoor water uses.
- **Commercial**: Commercial accounts generally represent businesses that provide or distribute products or services.
- **Institutional and Governmental**: Includes meters serving City sites and institutional accounts which typically consist of public service entities such as schools, colleges and universities, hospitals, government facilities, courts, churches, and nonprofit research organizations.
- **Industrial**: Includes recycled water meters for geothermal and other energy production.
- **Landscape**: Recycled water meters used for outdoor irrigation at sites such as highway landscaping, city parks, schools and golf courses.
- **Fire Service**: Water meters used for fire suppression or system maintenance.
- **Other**: Temporary meters and miscellaneous customers not listed elsewhere.
- **Sales to Other Agencies**: Any sales, exchanges or transfers of water to another agency

The following water use sectors noted in CWC §10631(d)(1) do not apply to Burbank:

- Saline water intrusion barriers, groundwater recharge[6], or conjunctive use, or any combination thereof; and
- Agricultural.

Burbank's total water demand is the sum of potable water demands and recycled water demands within its service area. Burbank's total water demand includes water consumed by metered accounts in the service area (metered water use), authorized but unbilled uses, and water losses within the system. These losses are further divided into apparent and real losses. The latter accounts for physical losses within the distribution system caused by seepage, leaks, and spills, while the former accounts for accounting losses due to meter inaccuracies, data handling errors, and unauthorized consumption.

4.3 Past and Current Water Demand

☑ ***CWC §10631***

(d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use… based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors…

Past water uses inform an understanding of water use trends which are crucial for developing water use projections. **Figure 4-1** shows the 2021 through 2025 water use by sector, and **Table 4-1** shows the 2025 actual water use by sector. The 2025 water loss was estimated as 4.6% of water supplied based on the average water loss for 2021 through 2024 as reported in the American Water Works Association (AWWA) Free Water Audit Software (referred to as "water loss audit reports").

Total water use decreased from 19,042 AF in 2021 to 16,001 AF in 2023, a 16% decrease driven by a population decline, drought conditions across the State, and implementation of Burbank's WSCP Level 3 water use restrictions in June 2022 (see **Section 8**). As shown in **Table 4-1**, total water use was 17,167 AF in 2025. **Figure 4-2** presents the water use distribution by sector in 2025. Together, single family residential water use and multi-family residential water use accounted for 60% of total demand in 2025. Commercial and recycled water use were the next largest sectors, with each accounting for 17% of total demand.

[6] While Burbank spreads untreated water from MWD for groundwater recharge, the water is typically recovered within the same year to meet potable demands and therefore is not accounted for separately as a demand.

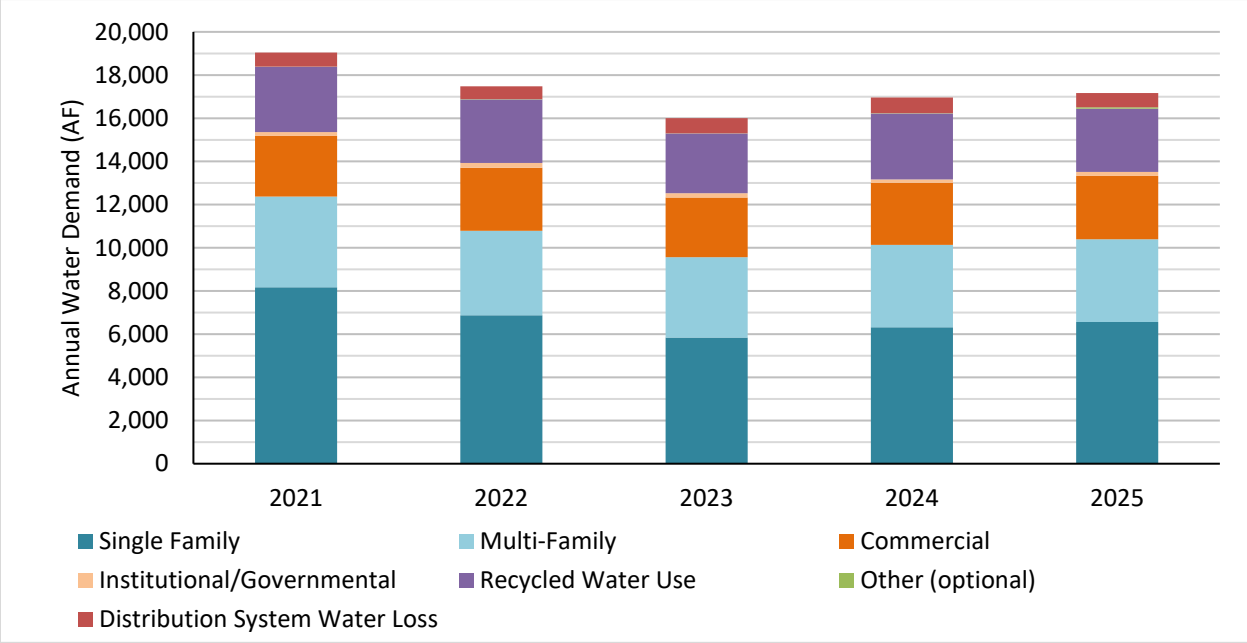

Figure 4-1 Total Uses for Potable and Non-Potable Water - 2021 – 2025 Actual

Table 4-1 Total Uses for Potable and Non-Potable Water - 2025 Actual (DWR Table 4-1)

Use Type	Additional Description	2025 Actual	
		Level of Treatment When Delivered	Volume (AF)
Single Family		Potable	6,562
Multi-Family		Potable	3,832
Commercial		Potable	2,936
Institutional/ Governmental		Potable	183
Other	Recycled Water Use (a)	Non-Potable	2,930
Other	Fire Protection and Temporary Water	Potable	63
Distribution System Water Loss	(b)	Potable	661
		Subtotal Potable	14,237
		Subtotal Non-Potable	2,930
		Total (c)	**17,167**

NOTES:
(a) Recycled Water Use does not include water loss from the non-potable distribution system.
(b) Water loss was estimated as the average potable distribution system water loss from calendar year 2021 - 2024. For planning purposes, distribution losses are considered potable water demand.
(c) Total may not sum due to rounding. Demand differs from supply in **Table 6-10** due to metering inaccuracies and/or data errors.

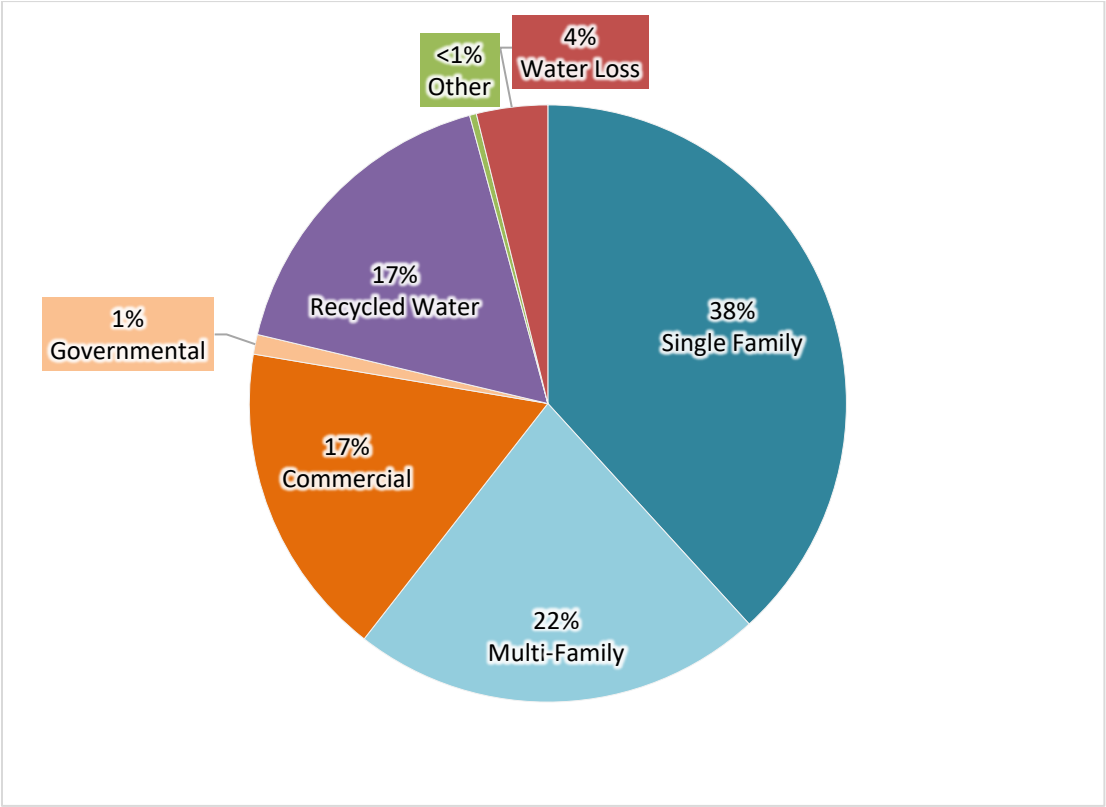

Figure 4-2 2025 Percentage of Total Water Demand by Sector

As seen in **Table 4-2**, per capita potable water use, measured in gallons per capita per day (GPCD), decreased significantly in 2022 and 2023 but then began to rebound in 2024 and 2025.

Table 4-2 Historical Water Demand and Per Capita Water Demand

Year	Potable Water Demand (AF) (a)	Service Area Population (b)	Per Capita Potable Water Use (GPCD) (c)
2021	16,022	106,849	134
2022	14,531	105,669	123
2023	13,235	105,538	112
2024	13,904	105,842	117
2025	14,237	106,146	120

NOTES:

(a) Detailed potable water demand data from 2021 through 2025 are shown in **Figure 4-1**. For planning purposes, distribution losses are considered potable water demand.

(b) Service area populations are from the California DOF Population Estimates (DOF, 2025)

(c) Per capita potable water use is calculated by dividing the total annual potable water demand by the service area population and the number of days in a year.

4.4 Projected Water Demand

☑ ***CWC §10631***

(d)(1) For an urban retail water supplier, quantify, to the extent records are available, … projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors…

(d)(2) The water use projections shall be in the same five-year increments described in subdivision (a).

☑ ***CWC §10631.1***

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirements under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

☑ ***CWC §10633***

The plan shall provide, to the extent available, information on recycled water...and shall include all of the following:...

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision...

☑ ***CWC §10635***

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

MWD provided its member agencies, including Burbank, with supply and demand projections developed for its 2025 UWMP (**Appendix E**). Burbank's potable water demands for 2025, 2030, 2035, 2040 and 2045 are based on MWD's total retail demand projections, which integrate demographic, housing and population projections discussed in **Section 3.3**. Per MWD's 2025 UWMP, baseline water use was adjusted to account for anticipated passive water savings, which are primarily driven by plumbing code updates, appliance efficiency standards, and gradual turnover of the existing appliances and plumbing fixtures. The anticipated passive water savings were subtracted from the baseline projected water use, as described in greater detail in the following sections.

As discussed in **Section 3.4**, MWD's demand projections are based on SCAG's 2024 Connect SoCal plan and do not include additional development contemplated in the DTSP and MDSP. Accordingly, the projected demands associated with these specific plans were estimated separately and added to MWD's baseline demand projections.

4.4.1 Passive Water Savings

☑ ***CWC §10631(d)(4)***

(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:

(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.

(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

Passive savings result primarily from: (1) the natural replacement of existing plumbing fixtures with water-efficient models required under current plumbing code standards and retrofit requirements (Ordinance No. 3786), and (2) the installation of water-efficient fixtures and equipment in new buildings and retrofits as required under CALGreen Building Code Standards as adopted in the Burbank Municipal Code, Title 9, Chapter 1, Article 11. The water demand projections presented herein take into account passive savings, as affirmed in **Table 4-3**.

Table 4-3 Inclusion in Water Use Projections (DWR Table 4-3)

Are Future Water Savings Included in Projections?	Yes
If "Yes" to above: State the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.	Section 4.4.1
Are Lower Income Residential Demands Included in Projections?	Yes
If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	Section 4.4.3
NOTES: All of Burbank's residential customers, regardless of income level, are metered and thus the demands of residential customers with lower incomes are part of the single- and multi-family water uses shown in **Table 4-1** and **Table 4-5.**	

Burbank's passive savings were estimated by MWD and factored into their water demand projections. MWD's conservation model incorporates efficiency requirements for indoor water fixtures from the California Plumbing Code and the Federal Energy Policy Act of 1992. The model assumes that new developments will be in compliance with all efficiency codes as soon as they come online. The model also assumes a natural replacement rate for fixtures in existing buildings to account for the replacement of old fixtures with new efficient fixtures over time. Passive Water Savings are measured relative to a 1990 baseline year and continue to increase through the planning period. This passive savings adjustment applies to all demand categories except recycled water demand. Burbank's projected passive savings, as provided by MWD, are included in **Appendix E**, and more information about which efficiency standards were used and how the passive savings were calculated can be found in MWD's 2025 UWMP.

Burbank's City Council enacted the Sustainable Water Use Ordinance (SWUO) in 2008 which prohibits the wasteful use of potable water. The SWUO includes permanent restrictions to reduce water waste, as well as a tiered set of increasing restrictions that can be used to further reduce water in response to water

shortages.[7] The enactment of the SWUO in response to water shortage is described in **Section 8**. The impact of the SWUO on reducing water waste is not explicitly included in the passive water savings as calculated by MWD, but it is an important factor nonetheless in promoting water conservation throughout the City.

4.4.2 Projected Water Demand by Sector

The projected demands from MWD were disaggregated by water use sector using 2025 water sales by customer class, and then allocated based on projected housing unit and employment growth. Distribution system water loss was assumed to remain consistent with the 2021 – 2024 average of 4.6% of total water demand.

MWD's baseline water demand projections were adjusted assuming the full development potential contemplated under the DTSP and MDSP is achieved by 2035. The potential net new additive water demands from the DTSP and MDSP were provided by Burbank's Community Development Department by water sector. These specific plan demand projections were assumed to represent customer end-use demand and do not include distribution system water loss; therefore, additional distribution system water losses were applied at 4.6% of the total water demand of the specific plans consistent with 2021 – 2024 average water loss levels.

Table 4-4 shows the projected water demand by use type in five-year increments between 2030 and 2050. Demand is projected to increase more rapidly in the earlier planning period, growing 21% between 2030 and 2035, and then stabilizing and slightly decreasing by about -1% between 2045 to 2050. The total potable water demand is expected to reach approximately 27,501 AF in 2050, representing an approximately 93% increase from 2025 potable demand. Including both potable and non-potable demands, the total projected demand is anticipated to reach 31,094 AF by 2050. While historical recycled water use has averaged approximately 2,940 AFY for the past five years, Burbank anticipates that future recycled water use will increase to 3,593 AF by 2030 and remain constant through 2050. For more information on specific recycled water uses, see **Section 6.5.4**.

[7] Burbank's Board may consider updates to the SWUO in the near future to clarify existing conservation measures and add in new requirements, such as the non-functional turf ban under AB 1572 and MCCWL requirements.

Table 4-4 Total Uses of Potable and Non-Potable Water - Projected (DWR Table 4-2)

Use Type	Additional Description	Projected Water Use (AF)					
		Potable or Non-Potable	2030	2035	2040	2045	2050
Single Family		Potable	6,987	7,174	7,113	7,080	7,003
Multi-Family		Potable	8,103	10,436	10,499	10,529	10,527
Commercial		Potable	5,926	8,569	8,517	8,426	8,338
Institutional/ Governmental		Potable	280	341	340	337	333
Other	Fire Protection and Temp Service	Potable	22	22	22	22	22
Other	Total Recycled Water Use	Non-Potable	3,593	3,593	3,593	3,593	3,593
Distribution System Water Loss	(a)	Potable	1,038	1,292	1,290	1,285	1,277
Subtotal Potable			*22,356*	*27,835*	*27,781*	*27,680*	*27,501*
Subtotal Non-Potable			*3,593*	*3,593*	*3,593*	*3,593*	*3,593*
Total (b)			**25,949**	**31,428**	**31,374**	**31,273**	**31,094**

NOTES:
(a) Assumes average water loss from 2021 – 2024 (4.6%).
(b) Totals may not sum due to rounding.

4.4.3 Water Use by Lower Income Households

☑ ***CWC §10631.1***

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirements under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

☑ ***California Health and Safety Code §50079.5***

(a) "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families… In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.

Burbank is characterized as a middle-class community with a median household income of $97,082 (U.S. Census Bureau, 2025). According to the SB 535 Disadvantaged Communities – 2022 Update, disadvantaged communities are primarily along the I-5 corridor and account for approximately 34% of the

City's population.[8] Therefore, it is assumed that 34% of the residential water demand in 2025, approximately 3,550 AF, served households in disadvantaged communities. All residential customers in Burbank, regardless of income level, are metered; therefore, water demands for lower-income households are included in the single- and multi-family water use estimates shown in **Table 4-1** and **Table 4-5**. Inclusion of lower-income households in water use projections is affirmed in **Table 4-3**.

4.5 Distribution System Water Loss

☑ ***CWC §10631(d)(3)***

(A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.

Water loss is the sum of apparent and real losses. Apparent loss is associated with metering inaccuracies, billing and administrative errors, authorized unmetered uses (e.g., system flushing and firefighting), and unauthorized uses. Real loss is associated with physical water loss through line breaks, leaks and seeps, and overflows of storage tanks.

4.5.1 Previous Five Years Distribution System Losses

Since 2016, urban retail water suppliers have been required under CWC §10608.34 and CCR Title 23, §638.1 et seq to quantify distribution system water losses using the AWWA water loss audit reports. **Table 4-5** summarizes the water loss audit reports submitted to DWR since 2020. The water loss audit reports are available through DWR's Water Use Efficiency (WUE) Data Portal.

Table 4-5 Water Loss Audit Reporting (DWR Table 4-5)

PWS ID # Reported in DWR Table 2-1R	Reporting Period	Submitted to DWR Water Loss Audit Program
CA1910179	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
NOTE: Submitted water loss audit reports are available at: https://wuedata.water.ca.gov/.		

4.5.2 Progress Toward Meeting the Water Loss Performance Standard

In 2022, the SWRCB adopted new performance standards for urban retail water suppliers that would reduce water loss by nearly 35%. Effective starting in 2023, the SWRCB provided a volumetric standard to each urban retail water supplier that sets cost-effective levels of achievable water loss given each water system's characteristics and budgets. Suppliers will be required to start meeting individual volumetric loss

[8] SB 535 Disadvantaged Communities – 2022 Update is available at: https://oehha.ca.gov/calenviroscreen/sb535

standards over a three-year period beginning January 2028. This water loss is one component of the MCCWL. As shown in **Table 4-6,** Burbank is currently meeting the 2028 water loss standard.

Table 4-6 Progress Towards 2028 Water Loss Standard (DWR Table 4-6)

PWS ID #	Did the SWRCB Calculate a Water Loss Standard for this PWS?	Real Water Loss					Apparent Water Loss				
		SWRCB Standard		Most Recent AWWA Loss Audit			SWRCB Standard		Most Recent AWWA Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss	Number of Units (b)	Volume of Total Real Loss (AF) (b)	Real Water Loss per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Units (b)	Volume of Total Apparent Loss (AF) (b)	Apparent Water Loss per Unit per Day
CA1910179	Yes	17.4	Gallons per Service Connection per Day (GPSCD)	27,810	525	16.9	6.8	Gallons per Service Connection per Day (GPSCD)	27,810	201	6.5

NOTES:
(a) Standards provided by SWRCB
(b) Reported in Burbank's 2024 AWWA Loss Audit.

4.6 Climate Change Considerations

☑ ***CWC §10630***

It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

☑ ***CWC §10635(b)***

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment …(and) shall include each of the following …

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

Climate change is expected to alter water demand patterns across California. Water demands within Burbank show significant seasonality, with maximum month demands (particularly for landscape irrigation and industrial uses) vulnerable to increases from more frequent, longer, and more extreme heat waves, increases in temperature, and changes in precipitation, winds, and humidity.

MWD modeled impacts of climate change on regional demands using climate adjustment factors. These factors were estimated using observed impacts of weather variables, including precipitation and temperature, on historical consumptive demands. MWD updated these factors to include the most recent weather and climate outcomes and recent changes in water use and irrigation demands. By incorporating these climate adjustment factors, MWD's demand projections are calibrated to more recent water use behaviors and better reflect current climate change impacts.

Pursuant to the CWC requirements and the 2025 UWMP Guidebook, this Plan incorporates climate change considerations from the MWD demand modeling in the water demand projections provided in this section.

4.7 Characteristic Five-Year Water Use

☑ ***CWC §10635***

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following…

(3) A comparison of the total water supply sources available to the water supplier with ***the total projected water use for the drought period.*** (Emphasis added).

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

In accordance with CWC §10635(b)(3), UWMPs must provide a five-year Drought Risk Assessment (see **Section 7.5**). As a first step, DWR suggests that water suppliers estimate their unconstrained water demand for the next five years (2026-2030). Unconstrained water demand is water use in the absence of drought water use restrictions. These numbers can then be adjusted to estimate the five-years' cumulative drought effects. **Table 4-7** shows unconstrained demands for 2026-2030 provided by MWD (**Appendix E**) and adjusted assuming the full development potential contemplated under the DTSP and

MDSP is achieved by 2035. The Drought Risk Assessment presented in **Section 7.5** analyses the normal year demand conditions and five-consecutive year drought supply conditions.

Table 4-7 Characteristic Five-Year Water Use (AF)

	2026	2027	2028	2029	2030
Total Potable and Non-Potable Demand	18,847	20,527	22,207	23,886	25,566
NOTE: The table shows unconstrained demand (i.e., demand in the absence of drought water use restrictions).					

4.8 Coordinating Water Use Projections

☑ ***CWC § 10631(h)***

An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available.

Burbank purchases water from MWD. As part of the coordination effort for the UWMP, and in compliance with CWC §10631(h), Burbank coordinated with MWD on its water demand projections in five-year increments through 2050.

5 SB X7-7 BASELINE, 2020 TARGET, AND 2025 REPORTING

SB X7-7, mandated a 20% reduction in urban per-capita water use across California by 2020. To achieve this goal, SB X7-7 required each retail supplier to establish an urban water-use target (2020 Target), contributing to the State's collective efforts. Because the CWC does not set an end date for reporting progress in meeting the 2020 Target, this section of the UWMP demonstrates Burbank's compliance with SB X7-7 in 2020.

5.1 Demonstration of Compliance with 2020 Target in 2020

☑ ***CWC §10608.40***

Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631.

☑ ***CWC §10608.12***

(af) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

Burbank achieved its 2020 Target in 2020. The data used to calculate Burbank's 2020 Target and demonstrate compliance are documented in Burbank's 2020 UWMP. **Table 5-1** below summarizes Burbank's 2020 Target and actual 2020 GPCD, confirming that Burbank met the SB X7-7 compliance requirements.

Table 5-1 SB X7-7 2020 Target Progress (DWR Table 5-1)

☐	Supplier was not an Urban Water Supplier during or before the 2020 reporting cycle.						
Was Supplier part of a merger or consolidation since 2020?	**Regional Alliance Target or Individual Target?**	**2020 Target**	**Actual 2020 GPCD**	**Did Supplier Achieve Targeted Reduction for 2020?**	**Only for suppliers that did not meet the Target in 2020**		
					Was Supplier part of a merger or consolidation since 2020?	Actual 2025 GPCD	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	157	138	Yes	n/a	n/a	n/a

5.2 Nexus to Urban Water Use Objectives

☑ ***23 CCR §966***

(h) If a supplier's calculated objective-based total use is larger than its target-based total use, the supplier's urban water use objective shall be its Water Code section 10608.20 individual target less excluded demands as described in paragraph (3). If the supplier's section 10608.20 target is expressed in gallons per capita daily, the supplier shall multiply the target by its residential service area population for the reporting year and the number of days in the year.

In July 2024, California enacted the MCCWL regulation (implementing SB 606 and AB 1668) to support long-term water conservation and drought resilience. MCCWL established annual UWUO for water

suppliers and introduced Performance Measures for commercial, industrial, and institutional (CII) water users.

The UWUO is a water-budget-based framework tailored to each supplier. It consists of the following components:

1. Residential indoor water use standard,
2. Residential outdoor water budget,
3. CII landscape outdoor water use standard (for landscapes with dedicated irrigation meters),
4. Water loss standard,
5. Variance, and
6. Potable reuse bonus.

Beginning in 2027, suppliers must annually assess whether the sum of their regulated water uses (i.e., residential indoor and outdoor, dedicated irrigation meter use, and water loss) is at or below their UWUO. The state standards for residential indoor and outdoor water use and for CII outdoor use will become increasingly stringent over time, potentially requiring additional conservation efforts to achieve compliance.

Urban retail water suppliers must report annually through DWR's WUE Data Portal on their water use relative to their UWUOs.[9] Because compliance with the UWUO requirements falls under the authority of the SWRCB, UWUO compliance projections are not required as part of a UWMP per the 2025 UWMP Guidebook. Therefore, UWUO projections are not included herein.

[9] DWR's WUE Data Portal: https://wuedata.water.ca.gov/uwuo_plans

6 NORMAL YEAR WATER SUPPLY CHARACTERIZATION

☑ ***CWC §10631***

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a) [in five-year increments to 20 years or as far as data is available], providing supporting and related information, including all of the following:

(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.

This section of the UWMP provides a description of Burbank's current and potential water supplies, as well as an assessment of the energy intensity used to operate Burbank's distribution systems. Burbank obtains its water supply from a combination of imported water from MWD, local groundwater from the San Fernando Basin (SFB), and recycled water.

6.1 Purchased or Imported Water

☑ ***CWC §10631(h)*** *A plan shall be adopted in accordance with this chapter and shall do all of the following:*

An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

Burbank is one of 26 member agencies to MWD, meaning Burbank may purchase imported water supply, benefits from regional infrastructure access, and can participate in long-term water planning programs. Burbank purchases treated and untreated raw water from MWD, a wholesale water provider that serves imported water to 26 member agencies across 5,200 square miles of Southern California. Treated water is delivered to the City's potable water distribution system and directly sent to meet customer demands, and raw water is applied to spreading grounds for groundwater recharge. The total amount of water Burbank purchases from MWD varies significantly from year to year, depending on how much raw water it purchases for groundwater recharge. Between 2021 and 2025, purchased water from MWD accounted for 17% to 49% of Burbank's total water supply.

MWD delivers imported water from the Delta via the SWP and from the Colorado River via the CRA. MWD operates five treatment plants that supply treated water to most of Southern California, including Burbank. Burbank has five treated potable water connections to the MWD system, with a maximum rated capacity of 115 cubic feet per second (cfs) (see **Table 6-1** below). In 2010, the City completed an MWD connection (B-6) to deliver untreated imported water for groundwater replenishment to the existing

Pacoima and Lopez spreading grounds in the north San Fernando Valley. A schematic of the project is shown in **Figure 6-1**.

Table 6-1 MWD Service Connection Capacity (cfs)

MWD Connection	Minimum Flow	Normal Range	90% of Maximum	Maximum Flow
B-1	3.0	15.0 - 22.0	27.0	30.0
B-2	1.5	3.0 - 7.0	13.5	15.0
B-3	1.0	3.0 - 4.0	9.0	10.0
B-4	2.0	11.0 - 14.0	18.0	20.0
B-5	2.5	7.0 - 26.0	36.0	40.0
Total Treated	**n/a**	**39.0 - 73.0**	**103.5**	**115.0**
B-6 Untreated Water Connection at Pacoima	**3.0**	**25 - 65**	**63.0**	**70.0**

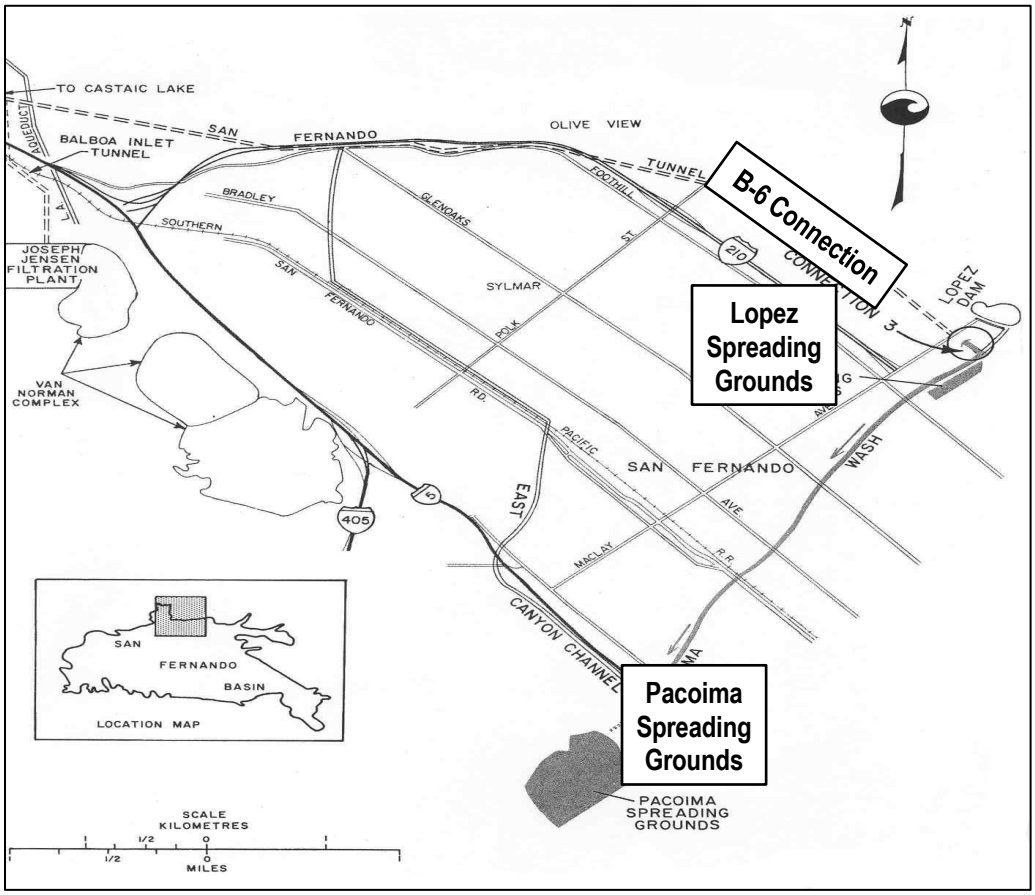

Figure 6-1 Burbank's Groundwater Recharge Project

The nominal maximum capacity of the five connections is more than the expected requirements for the next 25 years. Therefore, the water supply tables in this UWMP reflect expected water demands, not maximum capacity available.

Burbank's demand for treated MWD water has decreased since groundwater treatment facilities came on-line, as described in **Section 6.2**. Burbank used approximately 23,000 AF of treated MWD water in 1990. Since then, treated imported water use has decreased, averaging approximately 3,100 AF between 2021 and 2025 (**Table 6-2**).

In addition to purchasing treated water, the City also purchased and spread a total of approximately 10,800 AF of raw water between 2021 and 2025 (**Table 6-2**). Since 2023, raw water spreading has decreased at the Pacoima and Lopez spreading grounds due to infrastructure upgrades and quagga mussel contamination in the untreated MWD water. In 2025, Burbank completed Raw Water Discharge Plans that address the quagga mussel contamination. Burbank expects to resume spreading raw water by 2026. Additionally, Burbank accepts additional cyclic storage deliveries from MWD which greatly increase the available untreated water for spreading in wet years. This reduces the raw water demand in normal and dry years for groundwater replenishment purchases.

Table 6-2 MWD Water Supplied – 2021-2025

MWD Supply	2021	2022	2023	2024	2025
	(AF)	(AF)	(AF)	(AF)	(AF)
Treated Potable Water	3,864	2,960	2,495	2,776	3,365
Untreated Spreading Water (a)	5,468	152	3,298	1,917	0

NOTES:
(a) Untreated raw spreading water has been unusually low in recent years due to temporary infrastructure constraints at the spreading grounds, and quagga mussel contamination in the raw water.

6.1.1 Sacramento–San Joaquin Delta Watershed

MWD began receiving water from the Delta via the SWP in the early 1970s. The SWP is owned by the State of California and operated by DWR. It is the largest state-operated water and power system in the nation and consists of a vast network of waterways that move water from Northern California through the Delta to parts of the San Francisco Bay Area, Central Valley, and Southern California.

The SWP captures snowmelt and runoff from the northeastern Sierra Nevada Mountains that has flowed to the Delta via rivers and reservoirs. From the Delta, water is pumped into the SWP to be delivered to SWP Contractors that receive allocations of SWP each year.

MWD is the largest of the 29 state water contractors with a long-term contract for water supply from the SWP with DWR. MWD's contract allocation is presently 1,911,500 AFY. The SWP water supply contracts set forth the base annual water supply entitlement that a state water contractor may expect to be provided under the contract, as detailed in "Table A" of the contracts. However, actual delivery varies by year, depending on hydrologic conditions, water quality and environmental conditions, state water contractor delivery requests, current reservoir storage, and other operational factors. Additional information on SWP supply reliability is provided in **Section 7**.

6.1.2 Colorado River

The Colorado River originates in the Rocky Mountains of Colorado and flows southwest to the Arizona-California border, then continues south into Mexico to the Colorado River Delta and ultimately to the Gulf of California. MWD diverts Colorado River water from Lake Havasu into the CRA, which has a capacity of 1.25 million AFY and is operated by MWD. The CRA then conveys water west to its terminus at Lake Mathews in Riverside County, within MWD's service area.

MWD is entitled to 550,000 AFY of Colorado River water under contracts with the U.S. Secretary of the Interior, which is considered a portion of California's 4.4 million AFY senior allocation under the Quantification Settlement Agreement and related agreements. In addition, MWD can access up to 662,000 AFY above California's 4.4 million AFY if unused water from higher-priority users or conserved water through transfer programs becomes available, as well as 180,000 AFY when surplus flows are available. Additional information on the Colorado River's future supply reliability, including ongoing drought conditions and a new long-term operating plan, is provided in **Section 7**.

6.2 Groundwater

☑ ***CWC §10631***

(b)(4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

Burbank pumps groundwater from the aquifer in the SFB (DWR Basin No. 4-011.04) of the Coastal Plain of Los Angeles Groundwater Basin. The SFB is adjudicated and is managed and monitored by the Upper Los Angeles River Area (ULARA) Watermaster. Per CWC §10720.8, adjudicated basins are exempt from the Sustainable Groundwater Management Act (SGMA) requirements.[10]

The SFB spans 112,000 acres and comprises over 90% of the total San Fernando Valley fill (**Figure 6-2**). The San Rafael Hills, Verdugo Mountains, and San Gabriel Mountains bound the SFB on the east and northeast. The northern border of the SFB is defined by the San Gabriel Mountains and the eroded south

[10] Under SGMA, the SFB has been classified as a very low-priority basin as a "Basin with Adjudication & Non-Adjudicated GW Use <9,500 AF." Therefore, the SFB is not required to form a groundwater sustainability agency (GSA) and adopt a groundwater sustainability plan (GSP) or submit an alternative to a GSP. The Upper Los Angeles River Area (ULARA) Watermaster continues to maintain liaison with DWR SGMA managers, and submits information to the State's SGMA website to help verify that ULARA maintains its compliance with SGMA.

limb of the Little Tujunga Syncline which separates it from the Sylmar Basin. The SFB is bounded on the northwest and west by the Santa Susana Mountains and Simi Hills and on the south by the Santa Monica Mountains.

Historically, Burbank primarily relied on its groundwater resources, with imported water from MWD serving as a supplemental supply. During this time, well and pumping capacity were adequate to serve most of the City's needs with local groundwater. As the City grew, reliance on MWD supplies increased, although groundwater remained a major source. In 2025, groundwater supplies constituted approximately 64% of Burbank's total water supply portfolio.

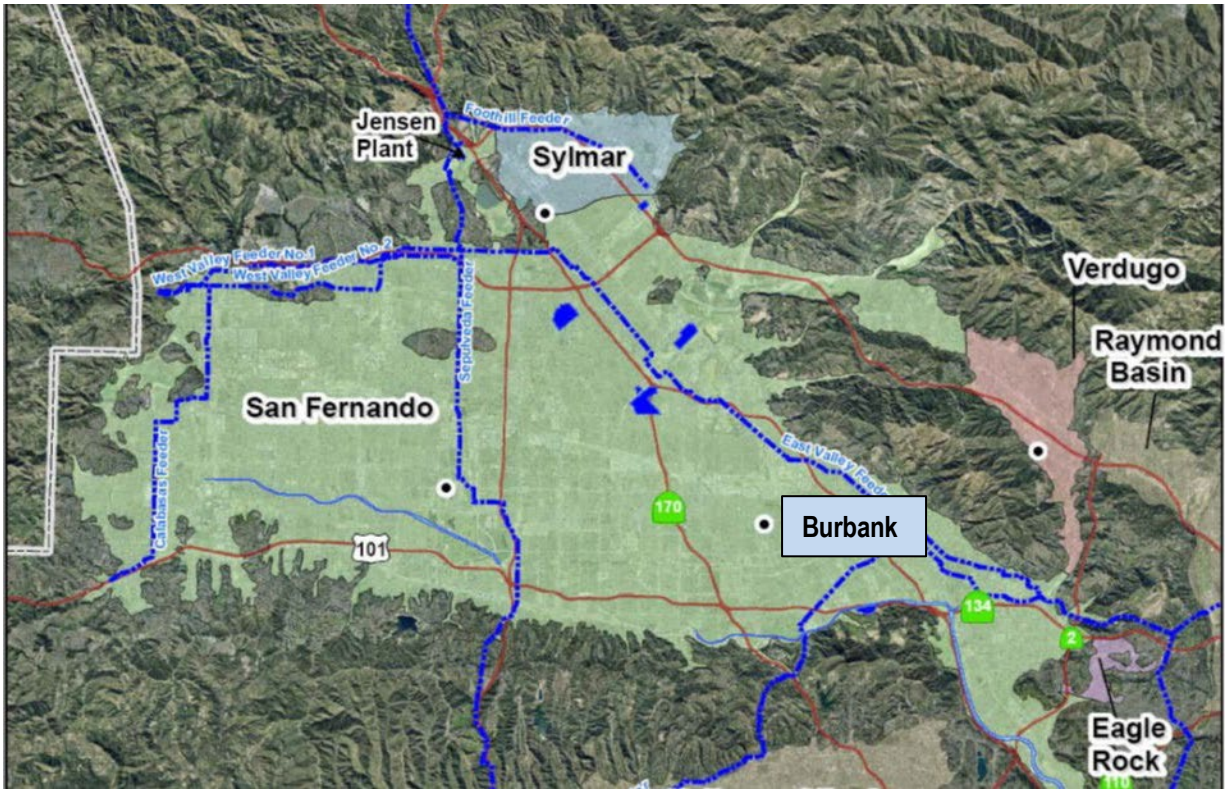

Figure 6-2 SFB Boundaries

6.2.1 SFB Groundwater Management

The ownership or rights to naturally occurring water in the SFB, also known as the ULARA, was decided in Superior Court Case No. 650079, City of Los Angeles vs. the City of San Fernando, et al. and are adjudicated in the Final Judgment (Judgment) entered on 26 January 1979.[11] The Judgment upheld the Pueblo Water Rights of the City of Los Angeles to all groundwater in the SFB derived from precipitation (infiltration of direct rain fall plus surface water runoff) within ULARA. The Judgment also included provisions for the establishment of rights to groundwater through "groundwater credits" which can be accounted for as Import Return Credit (IRC), storage of imported water, stored water credits, and Physical Solution Water for certain parties. The Judgment provided for a Court-appointed Watermaster to enforce the Judgment, and created an Administrative Committee to advise with, request or consent to, and review actions of the Watermaster.

[11] The Judgment and related reports are available at: https://www.ularawatermaster.com/document-library/legal-documents/

Burbank is entitled to an IRC of 20% of all water delivered in Burbank, including recycled water. This provision was incorporated into the Judgment since a portion of the water delivered in Burbank, which originates from outside ULARA, percolates into the aquifer, becoming part of the groundwater supply. The IRC is calculated on an annual basis by the ULARA Watermaster. The ULARA Watermaster also prepares an annual report which describes pumping activities for the SFB.[12]

Burbank is also entitled to import water and spread or percolate this water into the aquifer thus creating additional groundwater and the right to pump that additional groundwater. Burbank is entitled to accumulate or store supply as groundwater credits if they are unused in the year they are earned or created.

The provision of a right to Physical Solution Water recognized the investment in wells, pumping equipment, and transmission mains that were made by Burbank and others prior to the Judgment when the parties in ULARA, other than the City of Los Angeles, were believed to have rights to pump water originating from local precipitation. Physical Solution Water stipulates a right to a specified volume of groundwater "credits" that may be purchased from the City of Los Angeles at the sole discretion of the purchasing party on an annual basis. The cost of this water is set by a formula in the Judgment and is tied to the average cost of water supply to the City of Los Angeles in the preceding year. Burbank is entitled to purchase 4,200 AF of Physical Solution Water annually.

6.2.2 Burbank Operable Unit and Valley Pumping Plant

In the 1980s, groundwater from the City's production wells were found to have varying degrees of VOC contamination. At this time similar contamination was being found in many parts of the country. Burbank's contamination resulted in a complete loss of the groundwater supply until treatment plants could be built. In 1997 California State regulators classified highly contaminated groundwater including the aquifer underlying Burbank as "Extremely Impaired Sources".

The Lake Street Granular Activated Carbon (GAC) Treatment Plant, shown in **Figure 6-3**, was constructed in 1992 to remove VOCs from City wells. However, the Lake Street GAC Treatment Plant was unable to consistently meet the hexavalent chromium limit set by City Council policy. As a result, the Lake Street GAC Treatment Plant has remained shut down since 2001.

The Burbank Operable Unit (BOU) treatment plant, shown in **Figure 6-3**, is an Environmental Protection Agency (EPA)-led project to clean up groundwater impacted by historical industrial releases, primarily by Lockheed-Martin. The BOU project consisted of drilling eight extraction wells and constructing a state-of-the-art treatment plant using Best Available Technology (Air Stripping Towers and Granular Activated Carbon Filters) to remove and stabilize the VOC plumes within the aquifer. Completion of this project, which began operation in 1996, restored a major component to the City's water supply. The eight wells and the VOC removal treatment plant were operated by Lockheed-Martin until 2001, when the City took over operation.

The City's drinking water permit mandates blending of the BOU water with imported MWD water to meet acceptable nitrate levels. The Valley Pumping Plant, shown in **Figure 6-3**, was designed to allow blending of BOU water with MWD water to reduce nitrate levels. If the MWD supply were interrupted, production of groundwater from the Valley Pumping Plant/BOU treatment plant would also need to be stopped to avoid exceeding the nitrate Maximum Contaminant Level (MCL), further described in **Section 7.1.2**.

[12] Additional information regarding the SFB can be found on the ULARA Watermaster's website at https://www.ularawatermaster.com/.

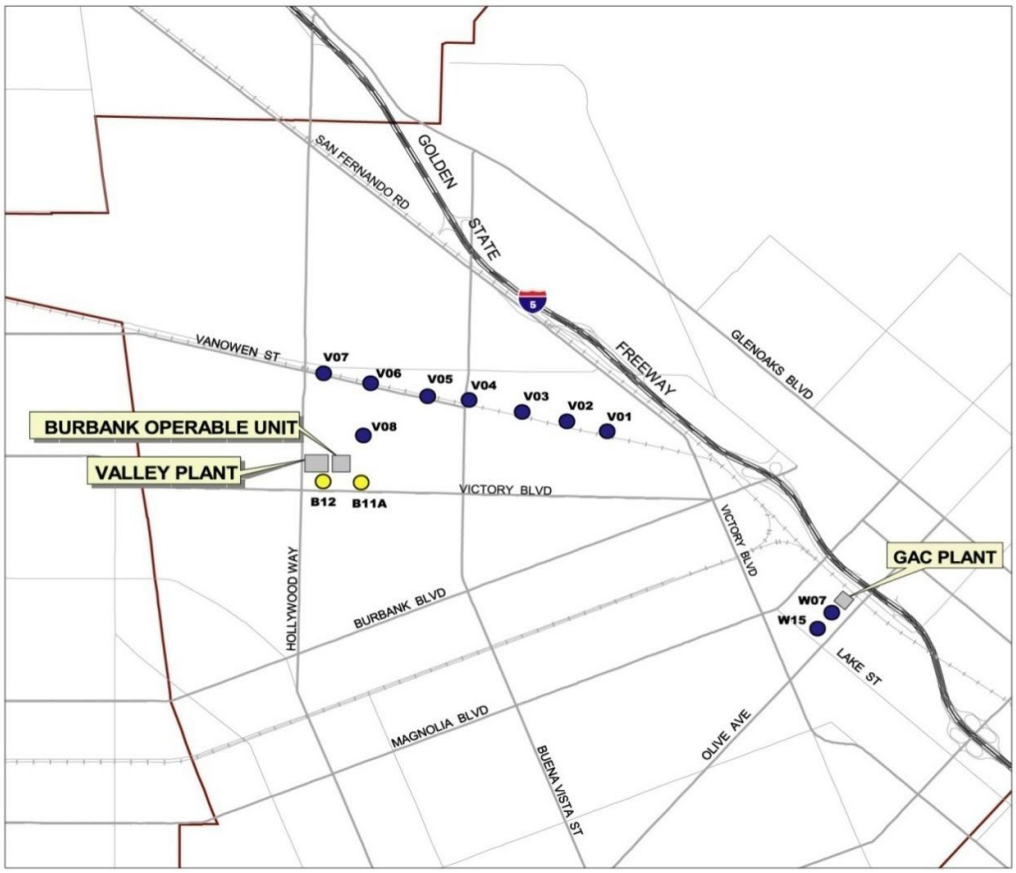

Figure 6-3 Burbank's Groundwater Production Facilities

6.2.3 Past Five Years of Groundwater Pumping

The BOU's design capacity is 9,000 gallons per minute (gpm). Assuming an 85% operational availability, the annual production could potentially be up to 12,300 AFY, which is 86% of the City's current potable water demand. However, regular maintenance and regulated blending requirements to lower nitrate and chromium concentrations in conjunction with lower system demand to accept this blended water has reduced the production levels to an average of approximately 11,600 AFY over the last five years. A summary of recent groundwater pumping is provided in **Table 6-3**.

Table 6-3 Groundwater Volume Pumped (DWR Table 6-1)

Groundwater Type	Potable or Non-Potable	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Alluvial Basin	Potable	SFB	12,319	11,936	10,793	11,652	11,269
		Total	**12,319**	**11,936**	**10,793**	**11,652**	**11,269**

6.3 Surface Water

Burbank does not impound or divert surface water to meet demands in the service area.

6.4 Stormwater

Burbank recognizes the multiple benefits of stormwater capture and has implemented numerous stormwater capture projects, including the EcoCampus project. While these projects are expected to recharge and improve the health of the SFB, the volume of water supply captured is relatively small and therefore not accounted for as part of supply projections in this UWMP.

6.5 Wastewater and Recycled Water

☑ ***CWC §10633***

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

Recycling water involves treating wastewater to an acceptable level such that it can be reused for non-potable applications, such as landscape irrigation. A key benefit of water recycling is its potential to offset the use of potable supplies and to maintain local supply. The regulatory requirements for recycled water are defined in the CCR, Title 22, Division 4, Chapter 3, Article 3 (Title 22) and differ for different uses (e.g., irrigation for food crops, landscape, and recreation). Because recycled water is treated wastewater, its availability is closely linked to the location and treatment capability of the wastewater treatment plant that receives and treats wastewater from a water supplier's service area. The following sections describe wastewater collection and treatment for Burbank's service area, the use of recycled water, as well as existing and future uses of recycled water.

6.5.1 Wastewater Collection, Treatment, and Disposal

☑ ***CWC §10633***

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

Wastewater generated within Burbank is collected and conveyed by approximately 230 miles of pipelines ranging in diameter from 6" to 30", two pump stations, and 19 diversion manholes. The City of Los Angeles 48" North Outfall Sewer (NOS) line also runs from west to east through the southern portion of Burbank, and collects a small portion of the City's wastewater.

The majority of Burbank's wastewater flows to the BWRP which currently treats 8.5 million gallons per day (MGD) and has a design capacity of 12.5 MGD. The BWRP treatment system consists of the following:

- Flow equalization
- Coarse solids grinding
- Primary sedimentation
- Activated sludge biological treatment with nitrification and denitrification
- Secondary sedimentation with coagulation
- Single media deep bed gravity sand filtration
- Chloramination
- Dechlorination with sodium bisulfite (for discharge to surface water)

BWRP produces a disinfected tertiary effluent which meets discharge limitations contained in its National Pollutant Discharge Elimination System (NPDES) permit issued by the Los Angeles Regional Water Quality Control Board. BWRP's effluent also meets the most stringent criteria for recycled water defined in the CCR, Title 22, Division 4, Chapter 3 requirement as Disinfected Tertiary Recycled Water in that it is approved for all uses, including full body contact, with the exception of human consumption. The tertiary treated water is either used for recycled water both in and around Burbank's service area, or discharged to the Burbank Western Channel adjacent to BWRP.

A small portion of Burbank's wastewater flows are transported via trunk sewers to Los Angeles Department of Sanitation and Environment (LASAN)'s Hyperion Water Reclamation Plant (HWRP) in the City of Los Angeles. The HWRP provides primary and secondary treatment, and recycles approximately a quarter of the treated wastewater for in-plant, irrigation, industrial, and other non-potable uses outside of Burbank's service area. The remaining secondary treated effluent is ultimately discharged to the Pacific Ocean through the Hyperion deepwater outfall system.

Estimates of Burbank's wastewater flows are shown in **Table 6-4** totaling 9,335 AF in 2025, with 7,614 AF influent to the BWRP and 1,721 AF influent to the HWRP. These estimates are based on metered wastewater data from both Burbank's collection system and the Los Angeles NOS line. For wastewater collected along the Los Angeles NOS line to HWRP, LASAN measures flow entering the Burbank service area, and Burbank measures the flow leaving its service area. Therefore, wastewater generated within the Burbank service area is calculated as outflow minus inflow.

As shown in **Table 6-5**, approximately 38% of the wastewater received at the BWRP is recycled.

Table 6-4 Wastewater Collected Within Service Area in 2025 (DWR Table 6-2)

☐	There is no wastewater collection system.			
100%	Percentage of 2025 service area served by wastewater collection system			
100%	Percentage of 2025 service area population served by wastewater collection system			
Wastewater Collection			**Recipient of Collected Wastewater**	
Wastewater Collection Agency	**Wastewater Volume Metered or Estimated?**	**Volume of Wastewater Collected from UWMP Service Area 2025 (AF)**	**Name of Wastewater Treatment Plant (WWTP) and Place ID Number**	**Is WWTP Located Within UWMP Area?**
LASAN	Metered	1,721	HWRP, Place ID 232063	No
Burbank	Metered	7,614	BWRP, Place ID 212135	Yes
Total Wastewater Received from UWMP Service Area in 2025:		**9,335**		

Table 6-5 Wastewater Treatment and End Uses Within UWMP Service Area in 2025 (DWR Table 6-3)

Wastewater Treatment Plant	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area?	2025 Volume of Wastewater Received from UWMP Service Area	Total 2025 Volume of Water Treated	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area		Water Recycled Outside of UWMP Service Area		Effluent Discharge that is not a Permitted Recycled Water Use		Required Discharge for Instream Flow		Delivered to Another Entity for Additional Treatment		
		(AF)	(AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Name of other entity
BWRP, Place ID 212135	No	7,614	7,614	Tertiary	2,886	Tertiary	17	Tertiary	4,711		0		0	
Total		**7,614**	**7,614**		**2,886**		**17**		**4,711**		**0**		**0**	

6.5.2 Recycled Water Coordination

☑ ***CWC §10633***

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area…

The preparation of this UWMP was coordinated with the Burbank Department of Public Works, which collects and treats the City's wastewater to a tertiary standard that is suitable for recycled water use. Burbank also coordinated with Glendale and LADWP, as its non-potable distribution system is interconnected with theirs, allowing for exchange and transfer of recycled water. Coordination efforts are further described in **Section 2.5**.

6.5.3 Recycled Water System Description

☑ ***CWC §10633***

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

Once recycled water leaves the BWRP it can either be pumped into the recycled water distribution system in the City, flow by gravity to the Burbank EcoCampus where Burbank houses its water, electric, and administrative operations, or be discharged to the Burbank Western Channel. Recycled water is used in one of three general categories within the City: power production, landscape irrigation, and evaporative cooling. Burbank's recycled water is approved for all uses, including full body contact, except for human consumption.

Landscape Irrigation (Including Golf Courses)

CalTrans began using recycled water in 1988 for landscape irrigation along the Golden State (I-5) Freeway. The City installed a pipeline under the I-5 in 1992 to distribute recycled water to the east side of the freeway to new customers in the area of the Media City Center, a regional shopping center.

A significant expansion of the recycled water system to quadruple recycled water use began in 1994. This expansion was completed in 1997, and recycled water was used at the Burbank landfill, the DeBell Golf Course, John Muir Middle School, and McCambridge Park. The AMC theater complex and Burbank High School were eventually also connected to these pipelines. The project included upgrading BWRP's existing booster station plus two new booster stations, storage tanks, and 17,000 feet of pipeline.

Expansion of the distribution system continued with the joint support of the Burbank Redevelopment Agency, Burbank, and infrastructure improvements at major redevelopment sites. These expansions extended the recycled water system to the Chandler Bikeway, the Empire Center, the Burbank (Bob Hope) Airport, and Robert Gross Park.

Burbank prepared a Recycled Water Master Plan in 2007, which was updated in 2010, to outline a phased expansion of the recycled water system and increase the use of recycled water. The recycled water system expansion was completed in 2012 and included construction of six major pipeline projects totaling over 20 miles in length and an upgrade of pump station PS-1. All major landscaped areas that could be economically served, including city parks and schools, are now irrigated with recycled water.

Recycled water demand for golf course irrigation has increased slightly over the past few years, exceeding the 2020 UWMP projections by 50 AF in 2025 (**Table 6-7**). In contrast, recycled water demand for

landscape irrigation (excluding golf course irrigation) in 2025 was 17% lower than projected in the 2020 UWMP (**Table 6-7**). This is because annual irrigation demand naturally varies due to short-term influences, such as infrastructure changes, climate fluctuations, drought response measures, landscape conversions, and improved irrigation efficiency. Burbank projects that recycled water sales for landscape irrigation (excluding golf course irrigation) will be approximately 1,200 AF by 2030, consistent with 2020 use (**Table 6-6**).

Power Production

Recycled water was first used at Burbank's power production facilities for cooling in 1967. Originally, all excess recycled water from BWRP that was not pumped into the recycled water system flowed by gravity to the Burbank campus, with cooling tower blowdown water and excess recycled water discharged to the Burbank Western Channel.

The Magnolia Power Project (MPP), completed in 2005, uses a sufficient volume of recycled water to eliminate all recycled water discharges to the Burbank Western Channel from the Burbank campus. MPP uses recycled water exclusively for cooling and all other power plant uses, including high purity boiler feed. MPP recycles all process and cooling water through its zero liquid discharge unit, which treats cooling tower blowdown and other recovered flows for reuse as cooling tower makeup. The byproduct of the zero liquid discharge process is a salt cake that is dried and trucked to a landfill for disposal.

Three other power plants are located at the Burbank campus: Lake 1, Olive 1, and Olive 2. Lake 1 is a simple cycle natural gas fired turbine which is used intermittently to meet peak demands. This plant has a small cooling tower and uses minimal amounts of recycled water for gas compressor and lubrication oil cooling. Demineralized recycled water is also used for air emissions control equipment. The two Olive power plants are on long-term standby. Cooling and process water used in these plants is recycled water with the blowdown from their cooling towers being discharged to the sanitary sewer.

When the MPP first came online, its average annual recycled water usage was 1,350 AF. Since 2010, the annual usage has decreased. In 2025, the MPP used 986 AF of recycled water, approximately 20% lower than projected in the 2020 UWMP (**Table 6-7**). These decreases are due in part to infrastructure maintenance and upgrade projects at the MPP, which reduced its energy production and therefore demand for recycled water. Burbank estimates that recycled water sales for power production will increase to 1,200 AFY after 2030 (**Table 6-6**).

Deliveries to LADWP

Burbank has an agreement with LADWP to exchange BWRP-produced recycled water for an equivalent amount of groundwater credits in the SFB. In 2025, recycled water deliveries to LADWP were 17 AF, approximately 93% lower than projected in the 2020 UWMP (**Table 6-7**). However, Burbank anticipates exchanging up to 260 AF of recycled water with LADWP through 2050 (**Table 6-6**).

Commercial Cooling Systems

Early in 2010, Burbank identified a major opportunity for use of its recycled water in heating, ventilation, and air conditioning (HVAC) cooling towers of commercial buildings. The cooling tower serving Burbank's administration building was converted to use recycled water in 2010. Burbank also identified several cooling locations in Burbank which are feasible to serve with recycled water. In 2025, these locations used 653 AF of recycled water, consistent with projections in the 2020 UWMP (**Table 6-7**). Commercial use for recycled water is expected to remain relatively constant through 2050 (**Table 6-6**).

Recycled Water Fill Stations

Burbank provides recycled water at designated truck fill stations to supply non-potable uses, such as construction, dust control, and street maintenance. Burbank also offers temporary residential fill stations that allow customers to collect up to 300 gallons of recycled water at no cost. This program was piloted during the 2015 drought and reactivated again in September 2022. Approximately 1 AF was provided in 2025, and demand is projected to increase to 3 AF by 2050. While the volumes are relatively small, the programs provide valuable public outreach value by promoting Burbank's recycled water efforts.

6.5.4 Current, Potential, and Projected Recycled Water Uses

☑ ***CWC §10633***

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

As shown in **Table 6-6** and **Table 6-7**, the Burbank service area used approximately 2,913 AF of recycled water in 2025 for power production, landscape irrigation (including golf course irrigation), and commercial cooling systems. Additionally, Burbank exchanged 17 AF of recycled water with LADWP for groundwater credits in the SFB, totaling 2,930 AF of recycled water for direct beneficial uses.

Burbank's recycled water distribution mains are not planned for further expansion. However, in accordance with BWP's Rules and Regulations for Utility Service, customers are required to use recycled water for non-potable demands where service is available and economically reasonable. Additionally, recycled water use for both power production and landscape irrigation is expected to return to higher use levels as seen in previous years, and the demands from LADWP are anticipated to continue growing (see **Section 6.5.3** for more information about each individual water use). Therefore total recycled water use is projected to increase to 3,593 AFY by 2030 and remain constant through 2050.

Direct potable reuse (DPR) regulations became effective on 1 October 2024 following decades of research and studies by experts. The regulations ensure that DPR water meets or exceeds all drinking water standards and contain stringent regulations for emerging contaminants. Burbank is conducting a feasibility study on DPR, which could increase water supply by 2,500 AFY. However, because this effort is in the feasibility phase, DPR is not included as a supply in this UWMP. If DPR is implemented, supply will be evaluated in future UWMPs.

Table 6-6 Recycled Water Direct Beneficial Uses Within Service Area (DWR Table 6-4)

Name(s) of Facility/ies Producing (Treating) the Recycled Water:	Burbank Water Reclamation Plant
Name of Supplier Operating the Recycled Water Distribution System:	Burbank Water and Power (Burbank)
Supplemental Water Added in 2025 (volume) (a):	27 AF
Source of 2025 Supplemental Water:	Burbank Potable Supply

Use Type	Potable or Non-Potable	Additional Information	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	Potential Recycled Water Use (AF)
Landscape irrigation (excl. golf courses)	Non-Potable	Landscape Irrigation	992	1,200	1,200	1,200	1,200	1,200	1,200
Golf course irrigation	Non-Potable	Golf Course Irrigation	281	280	280	280	280	280	280
Commercial use	Non-Potable	Mixed Cooling Tower and Landscaping	653	650	650	650	650	650	650
Geothermal and other energy production	Non-Potable	Magnolia Power Plant and Olive Power Plant	986	1,200	1,200	1,200	1,200	1,200	1,200
Other	Non-Potable	Deliveries to LADWP	17	260	260	260	260	260	260
Other	Non-Potable	Recycled Water Fill Stations	1	3	3	3	3	3	3
		Total	**2,930**	**3,593**	**3,593**	**3,593**	**3,593**	**3,593**	**3,621**

NOTES:
(a) Burbank uses a small volume of potable water to supplement the recycled water supply in order to meet peak demands. This potable supply is included in the above projections.

Table 6-7 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual (DWR Table 6-5)

Use Type	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Landscape irrigation (excl. golf courses)	1,200	992
Golf course irrigation	230	281
Commercial use	650	653
Geothermal and other energy production	1,200	986
Other (Deliveries to LADWP)	260	17
Other (Water Truck Fill Station)	3	1
Total	**3,543**	**2,930**
NOTES: Actual recycled water use for landscape irrigation, geothermal and other energy production, deliveries to LADWP, and water truck fill station are more than 10% lower than projected in the 2020 UWMP due to fewer new conversions than anticipated and an overall decrease in water demands within the service area.		

6.5.5 Actions to Encourage and Optimize Future Recycled Water Use

City Council and Department Managers have consistently supported the use of recycled water. Recycled water provides Burbank with the opportunity to conserve scarce imported and local potable water supplies. The City has full-time staff to assist existing users in complying with regulatory requirements and to encourage the development of new users. To encourage the use of recycled water, the City offers recycled water at approximately 90% of the corresponding potable water rate.

BWP's Rules and Regulations for Utility Service clarify the requirements to receive recycled water service, which standardizes and facilitates recycled water use. Conversion to recycled water is required when the recycled transmission main fronting the parcel is put in service. Recycled water use, when required, is a condition of potable water service. The parcel owner is responsible for all onsite retrofits necessary to use recycled water on the property.

Burbank's agreement with the LADWP to exchange recycled water for groundwater credits in-kind will also continue to encourage and optimize future recycled water use in the City of Los Angeles.

Furthermore, Burbank is currently exploring DPR. If Burbank finds that DPR is economically, politically, and environmentally feasible, it could enable the reuse of BWRP effluent.

Table 6-8 Methods to Encourage Future Recycled Water Use (DWR Table 6-6)

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
DPR Feasibility Study	Burbank is evaluating the feasibility of DPR. Assuming economic, political, and environmental feasibility, this project could potentially reuse all BWRP effluent.	TBD	TBD (a)
Recycled Water Exchange with LADWP	Burbank anticipates increasing recycled water exchanges with LADWP for groundwater credits.	Ongoing	260
Current Recycled Water Policy Enforcement	Whenever feasible, Burbank will provide recycled water to potential users. Potential new usage is continually identified.	Ongoing	200
		Total	**460**

NOTES:
(a) The DPR Feasibility Study is underway to evaluate the potential to implement DPR using effluent from the BWRP, which could yield approximately 2,500 AFY. However, because the study has not been finalized, this potential supply is not accounted for in this UWMP. If feasible, DPR supply will be included in future UWMPs.

6.6 Desalinated Water

☑ ***CWC §10631(g)*** *A plan shall be adopted in accordance with this chapter and shall do all of the following:*

Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

Burbank, located inland in the San Fernando Valley, has limited opportunity for desalination of ocean water. Additionally, the groundwater is not brackish. To remove substances like chromium or nitrate, membrane processes like those often used for desalination may one day be used. However, disposal of the brine from such processes is more of a problem than for seaside locations which can send it to an ocean outfall.

Seawater desalination represents a significant opportunity to diversify the region's water resources with a new, locally controlled, reliable potable supply. A seven-agency consortium, including Burbank and led by Las Virgenes Municipal Water District (LVMWD), is funding an independent feasibility study on onshore infrastructure for WF1, the first subsea reverse osmosis desalination project in the United States (OceanWell, 2025).[13] If WF1 is successful, Burbank would potentially receive additional supply through exchanges with other MWD member agencies who are closer to the coast and who would receive the desalinated water directly from WF1. However, because WF1 is currently in the feasibility study phase, no desalinated supplies are projected in this plan.

[13] The seven-agency consortium includes LVMWD, Burbank, Los Angeles County Waterworks District No. 29 (Malibu), Calleguas Municipal Water District, LADWP, Upper San Gabriel Valley Municipal Water District, and Santa Clarita Valley Water Agency.

6.7 Water Exchanges and Transfers

☑ ***CWC §10631***

(c) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

6.7.1 MWD Supply Exchanges

DWR requires water suppliers to describe the opportunities for exchanges or transfers of water on a short-term or long-term basis. As a member agency of the MWD, Burbank may contribute to the development of exchanges, transfers, and water banking through its MWD water purchases.

Additionally, as previously described in **Section 6.6,** Burbank is exploring the potential to exchange new local supplies with MWD member agencies. Local supplies are not affected by MWD's allocation plan that reduces water use during dry years.

6.7.2 LADWP Supply Exchanges

Burbank has multiple ongoing transfer and exchange agreements with LADWP. In 2015, Burbank and LADWP entered into an agreement to construct and operate an interim water system connection to transfer potable water to LADWP, treated at BOU. When Burbank's water demand is lower than the BOU's treatment capacity, Burbank uses the additional capacity to continue to treat the contaminated groundwater at a higher rate and send the balance of the treated water to LADWP. This allows LADWP to produce its annual entitlement to groundwater from the SFB, while maximizing the treatment capacity at BOU. Per the transfer agreement, LADWP will directly reimburse MWD for the water used to blend with groundwater, and LADWP will reimburse Burbank the costs related to operation and maintenance of the distribution and treatment systems. Because this exchange is intended only for operational flexibility, no exchanges or transfers with LADWP are assumed as a supply in this UWMP.

Furthermore, as described in **Section 6.5.4**, Burbank has agreed to supply LADWP customers with recycled water in exchange for groundwater credits in SFB. In 2025 Burbank delivered 17 AF to these customers, though Burbank anticipates providing up to 260 AFY of recycled water after 2030.

6.7.3 Glendale Supply Exchanges

Burbank's potable water distribution system has multiple interconnections with Glendale that have been used on several occasions to solve short-term operational problems, such as a need for extra water because an MWD connection or pump station is out of service. The policy has been to return the same amount of water, rather than buying and selling water. If MWD had to ration water during a drought, both cities would be affected. The interconnections would only help if one city had extra groundwater pumping capacity to share. The two cities' recycled water distribution systems are also interconnected at one location. Historically, Glendale has relied on Burbank's recycled water to accommodate planned plant shutdowns, while Burbank has used Glendale's recycled water from the Los Angeles-Glendale Water Reclamation Plant (WRP) to supplement its own supply during an unplanned sewage pump station shutdown. Because these interconnections are intended for short-term operational flexibility, no exchanges or transfers with Glendale are assumed as a supply in this UWMP.

6.8 Supply from Storage

Per the 2025 UWMP Guidebook, supply for storage includes only water placed into storage prior to the current reporting year. Water stored and retrieved within the same year is reported under its original source (e.g., imported or purchased water) to avoid double counting.

As described in **Section 6.1**, Burbank spreads raw water from MWD in the SFB, and the volume recharged is credited towards the total volume that Burbank is allowed to pump each year. In most years, Burbank's groundwater extractions exceed recharge, so groundwater credits are fully used within the same year. This supply is treated as pass-through or short-term storage and is therefore reported as purchased or imported raw water from MWD in this UWMP. In some years, Burbank recharges more water than it extracts, allowing additional groundwater credits to be saved for future withdrawal. While this represents "supply from storage," it is reported herein as groundwater supply as it remains subject to the SFB Judgment and is managed by the ULARA Watermaster.

6.9 Future Water Projects

☑ ***CWC §10631***

(f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the

As described in previous sections, Burbank is currently conducting a feasibility study on DPR, which could potentially increase water supply if found to be economically, politically, and environmentally feasible. Burbank has also joined a consortium of seven water suppliers led by LVMWD as part of WF1 to evaluate desalination opportunities. Because these projects are in the early feasibility study phase and potential water supply benefits have not been confirmed, their potential supplies are not included in this UWMP (**Table 6-9**). If implemented, these supplies will be evaluated in future UWMPs.

Table 6-9 Expected Future Water Supply Projects or Programs (DWR Table 6-7)

☐	There are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply.
☒	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
6-19	Provide page location of narrative in the UWMP.

6.10 Summary of Existing and Planned Sources of Water

Burbank's primary water supplies include purchased treated and raw water from MWD, local groundwater from the SFB treated at the BOU, and recycled water produced at the BWRP. **Table 6-10** summarizes the actual water supply volumes produced in 2025. As noted in **Table 6-11**, Burbank does not reduce salinity prior to distribution. **Table 6-12** summarizes the projected water supplies for Burbank in five-year increments through 2050 for purchased water, groundwater, and recycled water. Available supplies are anticipated to increase by 77% between 2025 and 2050, consistent with demand increases in **Table 4-5.**

Table 6-10 Water Supplies – 2025 Actual (DWR Table 6-8)

Water Supply	Additional Description	2025		
		Potable or Non-Potable	Actual Volume (AF)	Total Entitlement (Opt)
Purchased or Imported Water	Treated water from MWD (a)	Potable	3,365	-
Purchased or Imported Water	Raw water from MWD for spreading (b)	Potable	0	-
Groundwater (not desalinated)	Groundwater from SFB (c)	Potable	11,269	-
Recycled Water	Recycled water from BWRP (d)	Non-Potable	2,930	-
		Subtotal Potable	*14,635*	*(e)*
		Subtotal Non-Potable	*2,930*	*(e)*
		Total (f)	**17,565**	**(e)**

NOTES:
(a) Burbank does not have a direct contract with MWD for purchased water and supplies are discretionary to match demand. Therefore, no "Total Entitlement" is shown.
(b) For completeness, raw water is included in **Table 6-10** even though no water was spread in 2025 due to infrastructure upgrades and quagga mussel contamination in the untreated MWD water. While raw water supply is non-potable, it is recharged into the SFB and extracted to meet potable demands. Therefore, for purposes of this UWMP, this supply is categorized as potable. Additionally, Burbank does not have a direct contract with MWD for raw water spreading; supplies are discretionary to match demand. Therefore, no "Total Entitlement" is shown.
(c) "Total Entitlement" volume includes Burbank's IRC, stored credits, and Physical Solution Water. ULARA Watermaster has not yet calculated this volume; therefore, no "Total Entitlement" is shown.
(d) Total recycled water supply includes recycled water sold to Burbank's customers, recycled water delivered outside of the service area (i.e. exchanged with LADWP). This includes 27 AF of supplemental potable water to meet peak recycled water demands. Burbank does not have a specified "Total Entitlement" for recycled water.
(e) Total entitlement values are not provided because certain supplies do not have a fixed annual entitlement and are demand-dependent.
(f) Supply differs from demand in **Table 4-1** due to metering inaccuracies and/or data errors.

Table 6-11 Source Water Desalination by Urban Water Supplier (DWR Table 6-8 DS)

☒	**Supplier does not reduce salinity in either groundwater or surface water prior to distribution.**

Table 6-12 Water Supplies – Projected (DWR Table 6-9)

Water Supply	Additional Detail on Water Supply	Potable or Non-Potable	Projected Water Supply (AF)									
			2030		2035		2040		2045		2050	
			Reasonably Available Volume	Total Entitlement (Opt)	Reasonably Available Volume	Total Entitlement (Opt)	Reasonably Available Volume	Total Entitlement (Opt)	Reasonably Available Volume	Total Entitlement (Opt)	Reasonably Available Volume	Total Entitlement (Opt)
Purchased or Imported Water	Treated water from MWD (a)	Potable	10,878		16,357		16,303		16,202		16,023	
Purchased or Imported Water	Raw water from MWD for spreading (b)	Potable	7,370		7,275		7,286		7,306		7,342	
Groundwater (not desalinated)	Groundwater from SFB (c)	Potable	4,108		4,203		4,192		4,172		4,136	
Recycled Water	Recycled water from BWRP (d)	Non-Potable	3,593		3,593		3,593		3,593		3,593	
Subtotal Potable			22,356	*(e)*	27,835	*(e)*	27,781	*(e)*	27,680	*(e)*	27,501	*(e)*
Subtotal Non-Potable			3,593	*(e)*	3,593	*(e)*	3,593	*(e)*	3,593	*(e)*	3,593	*(e)*
Total (f)			25,949	**(e)**	31,428	**(e)**	31,374	**(e)**	31,273	**(e)**	31,094	**(e)**

NOTES:
(a) "Reasonably Available Volume" is provided by MWD, included as **Appendix E** and adjusted to reflect the potential additive demands assuming that the development potential associated with the DTSP and MDSP is achieved by 2035. Burbank does not have a direct contract with MWD for purchased water; supplies are discretionary to match demand. Therefore, no "Total Entitlement" is shown.
(b) "Reasonably Available Volume" is provided by MWD, included as **Appendix E**. Raw water supply is non-potable. However, because it is recharged into the SFB and extracted to meet potable demands, this supply is categorized as a potable for purposes of this UWMP. Additionally, Burbank does not have a direct contract with MWD for raw water spreading; therefore, no "Total Entitlement" is shown.
(c) "Reasonably Available Volume" is calculated as the groundwater recovery projection provided by MWD, included as **Appendix E**, minus the raw water purchased for spreading to avoid double-counting, consistent with the 2025 UWMP Guidebook. "Total Entitlement" volume includes Burbank's IRC, stored credits, and Physical Solution Water, and varies by year. Therefore, no "Total Entitlement" is shown.
(d) Burbank does not have a specified "Total Entitlement" for recycled water; therefore, no "Total Entitlement" is shown.
(e) Total entitlement values are not provided because certain supplies do not have a fixed annual entitlement and are demand-dependent.

6.11 Special Conditions

Several conditions may affect the availability of Burbank's future water supplies, including climate change, regulatory conditions, and other local factors.

6.11.1 Climate Change Effects

Climate change may affect water supplies in multiple ways. For example, extreme and higher temperatures can lead to declining snowpack and earlier runoff patterns, which could result in changes in stream flows and reservoir operations. Both the SWP and Colorado River depend on snowpack and river flows, which are projected to become increasingly variable with shifting precipitation patterns. MWD has identified multiple climate risks that could impact water supply, water quality, and infrastructure which include extended droughts, sea-level rise, increased flooding, wildfires, and extreme heat (MWD, 2025).

To plan for the anticipated impacts to water supply reliability due to climate change, efforts have been taken to increase reliability on both a regional and local level. As discussed in **Section 6.5**, Burbank began producing recycled water at the BWRP in 1988, and in 2025 recycled water met about 17% of Burbank's total water demand. Burbank will continue encouraging increased recycled water use within its service area, as described in **Section 6.5.5**. This drought-resistant source of supply will continue to reduce Burbank's dependency on imported water and will also reduce the potential impacts to water supply availability during future droughts. Burbank is also exploring integrating potable reuse and desalinated water supplies into its supply portfolio (see **Section 6.5** and **Section 6.6** for more details). Both projects would allow Burbank to provide additional local, and drought-proof water supply to its customers. Finally, as discussed in **Section 9**, Burbank continues to participate in water conservation programs that have proven to reduce customers' water consumption over time. Other MWD member agencies are following a similar approach and combined, these local supplies are factored into MWD's UWMP.

Burbank is committed to incorporating climate change into its ongoing water supply planning. If Burbank does move forward with any plans to develop supply projects, climate change impacts will be considered, and the associated water supply reliability impacts will be assessed in future UWMP updates.

6.11.2 Regulatory Conditions and Project Development

Emerging regulatory conditions, such as the ongoing negotiations regarding the post-2026 operations of the Colorado River and issues related to the Bay-Delta Plan (**Section 7.1.1**), may affect planned future projects and the characterization of future imported water supply availability and analyses. If Burbank does move forward with any plans to develop supply projects, emerging regulatory conditions will be considered, and the associated water supply reliability impacts will be assessed in future UWMP updates.

6.11.3 Other Locally Applicable Criteria

Other locally applicable criteria may affect characterization and availability of an identified water supply, such as changes in regional water transfer rules may alter the availability of a water supply that had historically been readily available. If Burbank does move forward with any plans to develop supply projects, locally applicable criteria will be considered, and the associated water supply reliability impacts will be assessed in future UWMP updates.

6.11.4 Wholesale and Retail Suppliers Coordination

Burbank will continue to coordinate with MWD and other member agencies in its future water supply planning, including the potential potable reuse project and the WF1 desalination project, which could create an exchange arrangement among several MWD member agencies.

6.12 Energy Intensity

☑ ***CWC §10631.2***

(a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:

(1) An estimate of the amount of energy used to extract or divert water supplies.

(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.

(3) An estimate of the amount of energy used to treat water supplies.

(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.

(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.

(6) An estimate of the amount of energy used to place water into or withdraw from storage.

(7) Any other energy-related information the urban water supplier deems appropriate.

(b) The department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or estimation of the energy intensity of urban water systems. The

The "Total Utility Approach" as defined by DWR in the 2025 UWMP Guidebook is used to report water-related energy-consumption data for Burbank. Water energy intensity is the total amount of energy expended, on a per AF basis, to take water from the location Burbank acquires it to the point of delivery. **Table 6-13** shows the energy consumed through the operation of its potable water distribution system, and does not include energy associated with the treatment of wastewater. Calendar year 2025 was selected as the one-year reporting period. The total energy use for distributing 14,635 AF of potable water was 5,135,318 kilowatt hours (kWh), resulting in an energy intensity of approximately 351 kWh/AF (1,077 kWh/MG).

Table 6-13 Recommended Energy Reporting (DWR Table O-1B)

Water Delivery Product	Retail Potable Deliveries	Only for Water Delivery Products Under the Urban Water Supplier's Operational Control		
Start Date of Reporting Period	1/1/25	Sum of all Water Management Process	Non-Consequential Hydropower	
End Date of Reporting Period	12/31/25			
Is upstream embedded energy included in the values reported?	No			
Units of Measure for Water	AF	**Total Utility**	**Hydropower**	**Net Utility**
Volume of Water Entering Process		14,635	-	14,635
Energy Consumed (kWh)		5,135,318	-	5,135,318
Energy Intensity (kWh/vol. converted to MG)		1,077	-	1,077

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality

Metered Data

Data Quality Narrative:

Energy consumed during calendar year 2025 is based on the City's meters.

Narrative:

Burbank serves a combination of local groundwater pumped from the SFB and imported (treated and raw) water supplies from MWD. This excludes non-potable recycled water supply.

7 WATER SUPPLY RELIABILITY AND DROUGHT RISK ASSESSMENT

This section of the UWMP describes the reliability of Burbank's water supplies, considering the security of both water sources and system infrastructure. The supply reliability assessment considers factors that could potentially limit the expected quantity of water available from Burbank's current and projected sources of supply through 2050.

7.1 Constraints on Water Sources

☑ ***CWC §10631***

(b)(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

☑ ***CWC §10634***

The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

☑ ***CWC §10635***

(b)(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.

(b)(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

The following sections provide a summary of potential constraints on future water supply availability, water quality, and climate change, and how these considerations may affect water management strategies and supply reliability.

7.1.1 Supply Availability

Burbank's water supply portfolio includes a combination of imported water supply from MWD, local groundwater from SFB, and recycled water. Water supply availability can vary by source.

Purchased Water

Burbank is a member agency of and obtains purchased water from MWD. As described in **Section 6.1**, MWD's imported water supplies are sourced from the Colorado River and the SWP, both of which are susceptible to supply reductions in dry years. MWD conducts supply reliability analyses as part of its long-term supply planning. MWD incorporates assumptions for Colorado River and Delta supply reliability into scenario planning, including assumptions related to regulations, agreements, and facility improvements. MWD's long-term planning also incorporates assumptions for local supply availability, forecasted demand, and storage facilities. In addition, MWD incorporates the impacts and risks associated with climate change into its planning efforts for purchased or imported water through its 2020 Integrated Resource Plan and Climate Adaptation Master Plan for Water (MWD, 2026).

MWD member agencies, including Burbank, request deliveries of imported water from MWD that are received via connections to MWD's regional distribution system. During drought periods when imported water availability is low, MWD can access its various storage facilities to continue to provide reliable supply, and if needed can request that member agencies implement water conservation measures to

ensure demands can be met. MWD anticipates it has reliable water supply available to meet its member agencies' demands in all hydrologic year types through 2050 (MWD, 2026).

An important component of MWD's contingency plan for responding to water shortages is the Water Supply Allocation Plan (WSAP), which MWD's Board of Directors approved in February 2008 and most recently updated in 2014. It is based on a guiding principle developed out of the Water Surplus and Drought Management Plan for allocating shortages across MWD's service area. The WSAP formula uses different adjustments and credits to balance impacts of water shortage at the retail level, where local supplies can vary dramatically, and provide equity on the wholesale level among member agencies. It also takes into account the following: growth in demand, local investments, change in local supply conditions, the reduction in potable water demand from recycled water, and the implementation of water conservation programs (MWD, 2026).

Colorado River Supplies

The Colorado River has experienced drought conditions for more than two decades, resulting in development of a series of guiding documents and agreements to manage Colorado River supplies under shortage conditions. The 2007 Interim Guidelines were developed to respond to the changing river hydrology, providing coordinated operations of Lake Powell and Lake Mead, as well as the Intentionally Created Surplus program, which allows MWD to store water in Lake Mead. Due to declining water levels, the 2019 Lower Basin Drought Contingency Plan (2019 Drought Contingency Plan) was developed by United States Bureau of Reclamation (USBR) and the Colorado River Basin states to reduce the risk of Lake Mead and Lake Powell reaching critically low levels. The existing operating agreements, including the 2007 Interim Guidelines and the 2019 Drought Contingency Plan, are set to expire by the end of 2026. Negotiations for long-term operations for Lake Powell and Lake Mead after 2026 are ongoing. USBR is developing a new long-term operating plan, which requires a thorough review of environmental impacts under the National Environmental Policy Act. A draft Environmental Impact Statement was released in January 2026. In the meantime, the California agencies that depend on the Colorado River, including MWD, are discussing a framework agreement regarding how shortages will be shared. Accordingly, future drought planning and management remain subject to ongoing negotiations.

MWD has incorporated the uncertainty surrounding future Colorado River supplies into its long-term supply modeling. For the 2025 UWMP, MWD modeled Colorado River supplies consistent with USBR's Colorado River Simulation System with an additional climate change adjustment that reduces projected inflows over time. MWD's 2025 UWMP also assumes that current Colorado River operating agreements will remain in place throughout the planning horizon (MWD, 2026).

SWP Supplies

For SWP supplies, Table A in water supply contracts between the state water contractors and DWR set forth the base annual water supply entitlement that a state water contractor may expect to be provided under the contract. However, actual delivery varies by year, depending on hydrologic conditions, water quality and environmental conditions,[14] state water contractor delivery requests, current reservoir storage, and other operational factors. Table A allocation percentages are publicly determined by DWR's modeling, analyses, and operations. The state water contractors may also receive other supplies that are

[14] The Bay-Delta Water Quality Control Plan (Bay-Delta Plan) establishes flow and water quality standards for the Delta and its tributaries. The Bay-Delta Plan was last comprehensively updated in 1995, and while amendments were made in 2018, they have not yet been implemented. The SWRCB is currently considering further updates, including a proposed Voluntary Agreement as an alternative to stricter regulatory standards, which could affect water availability for state water contractors.

"carried over" from prior years' entitlements or made available as hydrologic conditions warrant, above and beyond their Table A allocations (DWR, n.d.).

There are ongoing efforts aimed at increasing the long-term supply reliability of the SWP. The Delta Conveyance Project (DCP), for example, proposes to modernize the state's aging water conveyance infrastructure by bypassing the tracts and sloughs of the central Delta, conveying water directly from the northern Delta to the SWP pumping facilities at the south of the Delta via an underground tunnel. The DCP would reduce the vulnerability of the SWP to salinity intrusion, levee failure, and other potential impacts to SWP operations as a result of climate change, sea-level rise, and earthquakes. The DCP would also address Delta ecosystem health by reducing the timing and intensity of current pumping operations impacting flows across the Delta. Recognizing these issues, MWD's Board of Directors voted in 2020 and 2024 to support funding its share of the DCP environmental planning and pre-construction costs necessary to advance the project (MWD, 2026). In May 2025, Governor Newsom introduced a package of legislation aiming to expedite DCP implementation (MWD, n.d.).

Another effort, the Sites Reservoir Project, is a proposed 1.5 million AF off-stream storage reservoir in the Sacramento Valley that would require the construction of two large dams up to 310 feet high and nine smaller saddle dams. The water stored in the reservoir would be diverted from the Sacramento River during high flow events and returned to the Sacramento River during dry and critical years, thereby providing additional dry-year water for environmental flows and project partners including SWP agencies south of the Delta (MWD, 2026).

MWD has incorporated assumptions regarding SWP reliability into long term supply planning based on assumptions provided in the 2025 SWP Delivery Capability Report, which presents DWR estimates for SWP water availability under future conditions. Although the DCP and Sites Reservoir Project could provide significant potential benefits to MWD's future supply reliability, MWD's reliability assessment conservatively does not include any changes in supply reliability that could result from new facilities proposed under the DCP and Sites Reservoir Project (MWD, 2026).

Groundwater

Groundwater helps Burbank's overall supply reliability by providing a reserve during emergencies or droughts. The capacity and reliability of Burbank's groundwater supply require consideration of many issues including:

- Water rights
- Aquifer storage capacity
- Physical well and pump capacity
- Treatment capacity
- Water quality issues

As detailed in **Section 6.2**, the Judgment gives Burbank the right to store water in the aquifer under the administration of the ULARA Watermaster. Burbank can purchase MWD raw water for groundwater replenishment through spreading in order to add to its stored water credits. To maintain and optimize groundwater pumping, Burbank needs to acquire about 7,300 AF of groundwater per year, on average, through replenishment or a combination of replenishment and Physical Water Solution purchases.

Unavailable replenishment water during a long drought could limit the City's ability to add to its groundwater "bank". The City currently has a reserve of approximately 14,000 AF in groundwater credits, allowing normal extractions to continue for about two years without replenishment, assuming the purchase of 4,200 AF of Physical Solution Water.

Because Burbank has flexibility in the management of groundwater in accordance with the Judgment, Burbank's groundwater supplies are assumed to be fully reliable under all hydrologic year types throughout the 25-year planning horizon of this UWMP.

Recycled Water

All of Burbank's recycled water is supplied by BWRP and is considered fully reliable in all hydrologic year types, as it is generated from indoor water use. To address potential outages, Burbank maintains contingency measures, including a recycled water system interconnection with Glendale for backup recycled water supply from the Los Angeles-Glendale WRP, and the ability for MPP to supplement or replace recycled water supply with groundwater.

7.1.2 Water Quality

☑ ***CWC §10634***

The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

The drinking water quality of the Burbank system must comply with state and federal water quality regulations. As such, impaired water quality also has the potential to affect water supply reliability. Burbank has and will continue to meet all state and federal water quality regulations. All drinking water standards are set by the U.S. Environmental Protection Agency (USEPA) under the authorization of the Federal Safe Drinking Water Act of 1974. In California, the SWRCB DDW can either adopt the USEPA standards or set more stringent standards, which are then codified in Title 22 of the CCR. There are two general types of drinking water standards:

- Primary MCLs are health protective standards and are established using a very conservative risk-based approach for each constituent that considers potential health effects, detectability and treatability, and costs of treatment. Public water systems may not serve water that exceeds Primary MCLs for any constituent.
- Secondary MCLs are based on the aesthetic qualities of the water such as taste, odor, color, and certain mineral content, and are considered limits for constituents that may affect consumer acceptance of the water.

The potable water Burbank delivers to its customers is a blend of local groundwater and treated purchased water from MWD. Burbank routinely monitors its wells and the water that is treated and served to customers to ensure that water delivered to customers meets these drinking water standards. The results of this testing are reported to the SWRCB DDW following each test and are summarized annually in Water Quality Reports (also known as "Consumer Confidence Reports"), which are provided to customers electronically/by mail.[15]

Given Burbank's proactive monitoring and management of water quality in its source water supplies, water quality is not expected to impact the reliability of Burbank's available supplies within the planning horizon (i.e., through 2050).

[15] Consumer Confidence Reports are available on Burbank's website at: https://www.burbankwaterandpower.com/water/water-supply/water-quality-reports

Purchased Water

The untreated raw water purchased from MWD has recently been found to be contaminated with quagga mussels, requiring Burbank to temporarily stop spreading water at the Pacoima and Lopez spreading grounds. In 2025, Burbank completed Raw Water Discharge Plans, which are expected to allow spreading to resume in 2026. If spreading is not restored for an extended period, Burbank's annual groundwater allowance would be impacted, and Burbank would likely need to increase treated imported water supply purchases from MWD and/or purchase additional groundwater credits from the City of Los Angeles.

Groundwater

All of the City's production wells have varying degrees of VOC contamination. As described in **Section 6.2.1,** the BOU has significantly reduced VOC concentrations. A breakthrough in the system would require a shutdown of both treatment plants and create a complete loss of the groundwater supply.

Historically, elevated nitrate levels in the groundwater make it necessary to blend with MWD water to meet drinking water standards. Currently, nitrate levels are below the MCL at the BOU wells, indicating it could supply the City without blending in case of an emergency MWD shutdown. However, approval for emergency use of this source without blending would have to be obtained through the SWRCB DDW.

A few of the City's wells have high hexavalent chromium (Cr-6) levels. Currently, the BOU is using a blending plan to reduce the concentrations to below the regulatory levels. If the blending plan is no longer effective, implementation of a more advanced treatment method will be required. Other emerging constituents like 1,4-Dioxane, nitrosamines, perchlorate, uranium and microplastics that cannot be removed by Burbank's existing treatment plants could affect groundwater reliability and may also need costly treatment.

Starting in 2018, Burbank has increased sampling for per- and polyfluoroalkyl substances (PFAS) in drinking water in accordance with SWRCB requirements. Policy regarding PFAS is rapidly evolving. Currently, the BOU is removing the PFAS, and BOU wells have remained in compliance through Burbank's effort to stay ahead of regulations. However, regulatory constraints for emerging contaminants such as PFAS do pose a possible risk to the reliability of groundwater if they are to change in the future.

Although there is the potential for some regulated constituents to be present in source water, Burbank's monitoring, management, and treatment of its water results in high quality drinking water meeting all drinking water standards being served to customers. Burbank tracks changes in constituent concentrations to proactively address water quality issues before they impact supply reliability. In the event that water quality constituents are detected in source water at concentrations requiring treatment, Burbank is able to increase its blending program with MWD supply and/or take impacted wells offline to implement appropriate treatment as needed.

Recycled Water

Increased salt and nutrient loading are a growing concern to the SFB. The SWRCB mandated each basin to adopt a Salt and Nutrient Management Plan (SNMP) by 2016. The City participated in the SNMP process through the ULARA Watermaster. Recycled water usually has higher total dissolved solids (TDS) and chloride content than potable water, which may affect groundwater as it infiltrates. Recent groundwater data suggest TDS and chloride loading from irrigation with recycled water have not negatively affected the groundwater in the SFB.

7.1.3 Climate Change

☑ ***CWC §10631 (b) (1)***

…For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

Section 6.11 provides a summary of potential climate change impacts that both Burbank and MWD are addressing. Burbank is actively pursuing multiple initiatives to increase its local and drought resistant supplies, such as potable reuse and desalinated water transfers. As part of its 2025 UWMP, MWD also incorporated climate change factors in both its demand projections and supply reliability analysis. Burbank is doing more work to further quantify and consider future climate change impacts as part of ongoing supply and operations planning.

7.2 Reliability by Type of Year

☑ ***CWC §10631 (b)***

Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following:

☑ ***CWC §10631 (b)(1)***

A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

☑ ***CWC §10635 (a)***

Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

Per the 2025 UWMP Guidebook, the water service reliability assessment includes three unique year types:

- A normal hydrologic year represents the water supplies available under normal conditions; this could be an averaged range of years or a single representative year,
- A single dry year represents the lowest available water supply, and
- A five-consecutive year drought represents the driest five-year period in the historical record.

The future water demands for the City and the entire region have been estimated by MWD using its Econometric Demand Model, developed by the Brattle Group. This model uses forecast data from SCAG for variables including population, housing units, and employment. These MWD projections provide the basis for dry-year reliability planning. The available imported supplies by year type are provided by MWD in **Appendix E** and are presented in **Table 7-1**.

Table 7-1 Basis of Water Year Data (Reliability Assessment) (DWR Table 7-1)

Year Type	Base Year	Available Supplies if Year Type Repeats
		% of Average Supply
Average Year	1922-2021	100%
Single-Dry Year	1977	100%
Consecutive Dry Years 1st Year	1988	100%
Consecutive Dry Years 2nd Year	1989	100%
Consecutive Dry Years 3rd Year	1990	100%
Consecutive Dry Years 4th Year	1991	100%
Consecutive Dry Years 5th Year	1992	100%

Generally, dry weather, especially hot, dry weather, causes an increase in water demand, mostly for landscape irrigation. However, conservation practices during past droughts have been sufficient to lower demands. Burbank achieved a 10% reduction in water use during the 1990/91 drought, a 20% reduction for the 2008-2010 drought, and a 24% reduction in the 2014-2016 drought, and a 17% reduction in the 2021-2022 drought. Based on an analysis completed by MWD as part of its 2025 UWMP (**Appendix E**), Burbank's potable demands are projected to decrease by 0.5% during single dry years, and fluctuate from a 1.5% decrease to a 2% increase in multiple dry years. Burbank's non-potable demands are assumed to remain unchanged during dry periods.

The base years listed in **Table 7-1** were chosen as the driest years for MWD over a 100-year historical hydrologic record. In reviewing the 100-year record, MWD found that the SWP allocations fluctuate the most in response to extreme hydrologic conditions, and this five-year drought period (1988-1992) reflects the lowest SWP allocations to MWD on record. MWD assessed the reliability of its own supply sources, as well as the in-region resources based on the hydrologic conditions present over that five-year period. MWD also included climate change impacts provided by DWR in regards to the SWP delivery capability, and climate change factors for Colorado River system based on modeling from USBR. MWD projects 100% reliability for full-service demands through the year 2050 based on its 2025 UWMP (MWD, 2026). In addition to having reliable imported water supply from MWD, Burbank's groundwater and recycled water supplies are anticipated to be unaffected by dry periods, as described in **Section 7.1.1**. Therefore, **Table 7-1** assumes 100% reliability of all of Burbank's water supplies in all year types.

7.3 Supply and Demand Assessment

☑ ***CWC §10635(a)***

Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

Water supply and demand change during normal, single dry, and multiple dry years. The following sections compare Burbank's projected water demands with projected water supply availability during normal years, single dry years, and multiple dry year periods.

7.3.1 Normal Year Supply and Demand Assessment

Table 7-2 compares the projected supply and demand over the 25-year planning horizon under normal conditions. MWD expects to maintain sufficient and reliable water supply to meet the imported water demands of its member agencies, including Burbank, in normal years through 2050 (MWD, 2026). Burbank's groundwater and recycled water are also considered reliable in normal years. Accordingly, projected supply is assumed to equal projected demands through 2050, and no WSCP actions are reflected in **Table 7-2**.

Table 7-2 Normal Year Supply and Demand Comparison (DWR Table 7-2)

	2030	2035	2040	2045	2050
Supply Totals (DWR Table 6-9)	25,949	31,428	31,374	31,273	31,094
Use Totals (DWR Table 4-2 R)	25,949	31,428	31,374	31,273	31,094
Surplus/(Shortfall)	0	0	0	0	0
NOTES: Volumes are in units of AF.					

7.3.2 Single-Dry Year Supply and Demand Assessment

Table 7-3 compares the projected supply and demand totals over the 25-year planning horizon under single dry year conditions. Based on projections provided by MWD (**Appendix E**) and adjusted assuming that the development potential contemplated in the DTSP and MDSP is achieved by 2035, Burbank's demands are anticipated to decrease by approximately 0.5% in single dry years. Overall demand decreases during single dry years can result from several factors, including implementation of water shortage response measures and conservation requirements, reductions in outdoor irrigation, and increased conservation awareness. MWD expects to maintain sufficient and reliable water supplies to meet the imported water demands of its member agencies, including Burbank, in single years through 2050 (MWD, 2026). Burbank's groundwater and recycled water are also considered reliable in single dry years. Accordingly, projected supply is assumed to equal projected demands through 2050, and no WSCP actions are reflected in **Table 7-3**.

Table 7-3 Single Dry Year Supply and Demand Comparison – District Total (DWR Table 7-3)

	2030	2035	2040	2045	2050
Supply Totals	25,814	31,263	31,209	31,109	30,931
Use Totals	25,814	31,263	31,209	31,109	30,931
Surplus/(Shortfall)	0	0	0	0	0
NOTES: Volumes are in units of AF.					

7.3.3 Multiple Dry Year Supply and Demand Assessment

Table 7-4 compares the projected supply and demand totals over the 25-year planning horizon under multiple dry year conditions. Based on projections provided by MWD (**Appendix E**) and adjusted assuming that the development potential contemplated in the DTSP and MDSP is achieved by 2035, in multiple dry year conditions, Burbank's demands are anticipated to fluctuate, ranging from a decrease of 1.5% in 2030 to an increase of 2% in 2050. This reflects the competing effects of sustained conservation and water use efficiency and the long-term impacts of climate change. MWD expects to maintain sufficient and reliable water supplies to meet the imported water demands of its member agencies, including Burbank, in multiple dry years through 2050 (MWD, 2026). Burbank's groundwater and recycled water are also

considered reliable in multiple dry years. Accordingly, projected supply is assumed to equal projected demands through 2050, and no WSCP actions are reflected in **Table 7-3**.

Table 7-4 Five Consecutive Dry Years Supply and Demand Comparison (DWR Table 7-4)

		2030	2035	2040	2045	2050
First Year	Supply Totals	25,566	31,655	31,922	31,848	31,715
	Use Totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(Shortfall)	0	0	0	0	0
Second Year	Supply Totals	25,566	31,655	31,922	31,848	31,715
	Use Totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(Shortfall)	0	0	0	0	0
Third Year	Supply Totals	25,566	31,655	31,922	31,848	31,715
	Use Totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(Shortfall)	0	0	0	0	0
Fourth Year	Supply Totals	25,566	31,655	31,922	31,848	31,715
	Use Totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(Shortfall)	0	0	0	0	0
Fifth Year	Supply Totals	25,566	31,655	31,922	31,848	31,715
	Use Totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(Shortfall)	0	0	0	0	0
NOTES: Volumes are in units of AF.						

7.4 Water Supply Management Tools and Options

☑ ***CWC §10620 (f)***

An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

Burbank coordinates on an ongoing basis with all relevant agencies in the region to optimize the use of regional water supplies. This includes MWD, LADWP, Glendale, and other public and private entities with which Burbank can collaborate to protect and enhance local water resources. Burbank and LADWP are both continuing to encourage new customers to connect to Burbank's recycled water system where feasible, and Burbank is exploring the possibility of adding DPR to its supply portfolio, as described in **Section 6.5.5**. Burbank has also joined a consortium of seven agencies led by LVMWD to explore WF1, as discussed in **Section 6.6**. These programs represent both local and regional coordinated efforts to increase local supplies and reduce reliance on imported water.

7.5 Drought Risk Assessment

☑ ***CWC §10635(b)***

Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.

(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.

(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

In addition to the long-term water service reliability assessment presented above, the Drought Risk Assessment evaluates Burbank's supply risks under a severe drought period lasting for the next five consecutive years after the assessment is completed. The Drought Risk Assessment is intended to inform the demand management measures (DMM) and water supply projects and programs to be included in the UWMP (see **Section 9**). Suppliers may conduct an interim update or updates to this Drought Risk Assessment within the five-year cycle of its UWMP update (i.e., before the 2030 UWMP).

7.5.1 Data, Methods, and Basis for Water Shortage Condition

This evaluation considers historical drought hydrology and plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria. As a first step to the Drought Risk Assessment, Burbank estimated unconstrained water demand for the next five years (i.e., 2026-2030). Unconstrained water demand is the expected water use in the absence of drought water use restrictions. The characteristic five-year water demand is described in **Section 4.7**. The available potable water supplies assumed in the Drought Risk Assessment are based upon the same methodology and assumptions used for the long-term water service reliability assessment in **Section 7.3** and relies on information from MWD's 2025 UWMP. Details of how Burbank's available supplies are then estimated as part of the Drought Risk Assessment are provided below.

7.5.2 Drought Risk Assessment Individual Water Source Reliability

Burbank's available imported supplies during the five-consecutive-year drought are based on an assessment by MWD, which reviewed its SWP and Colorado River supplies during the driest five-year period from the 100-year hydrologic record (1921-2021). MWD also included climate change impacts to delivery capacity and allocations from both sources. Despite cutbacks from both sources, MWD expects to maintain sufficient and reliable water supplies to meet the imported water demands of its member agencies, including Burbank. In addition, the SFB is adjudicated, and groundwater supplies can be managed adaptively in accordance with the Judgment. Accordingly, projected groundwater supplies are assumed to be reliable during drought conditions. Recycled water purchases are considered drought-

proof, as they are generated from consumed indoor water supplies within the region and are not expected to be significantly impacted by weather conditions.

7.5.3 Drought Risk Assessment Total Water Supply and Use Comparison

Table 7-5 provides a comparison of the water supply sources available to Burbank with the total projected water use for an assumed drought period of 2026 through 2030. Burbank's supply is expected to be sufficient to meet demands in all hydrologic conditions, including an extended five-year drought period.

Table 7-5 Five-Year Drought Risk Assessment Tables (DWR Table 7-5)

2026	Total (AF)
Total Water Use	18,847
Total Supplies	18,847
Surplus/Shortfall without WSCP Action	0
2027	**Total**
Total Water Use	20,527
Total Supplies	20,527
Surplus/Shortfall without WSCP Action	0
2028	**Total**
Total Water Use	22,207
Total Supplies	22,207
Surplus/Shortfall without WSCP Action	0
2029	**Total**
Total Water Use	23,886
Total Supplies	23,886
Surplus/Shortfall without WSCP Action	0
2030	**Total**
Total Water Use	25,566
Total Supplies	25,566
Surplus/Shortfall without WSCP Action	0

8 WATER SHORTAGE CONTINGENCY PLANNING

☑ ***CWC §10640***

(a) Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630). The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

(b) Every urban water supplier required to prepare a water shortage contingency plan shall prepare a water shortage contingency plan pursuant to Section 10632. The supplier shall likewise periodically review the water shortage contingency plan as required by paragraph (10) of subdivision (a) of Section 10632 and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

This Water Shortage Contingency Plan (WSCP) for the City of Burbank (Burbank or City) addresses the requirements in California Water Code (CWC) §10632 of the Urban Water Management Plan (UWMP) Act. The WSCP includes the stages of response to a water shortage caused by drought, water supply reductions, failure of a water distribution system, or other emergencies. The objectives of this WSCP are to describe and demonstrate Burbank's ability to meet water demands where emphasis is placed on the protection of public health and safety. This WSCP serves as a guide for Burbank's intended actions during water shortage conditions to ensure a quick and adequate response in managing and mitigating possible water shortages.

The WSCP is organized into twelve sections and includes each of the following elements as indicated by the California Department of Water Resources (DWR) 2025 UWMP Guidebook:

1. An analysis of water supply reliability
2. Procedures for conducting an annual water supply and demand assessment (AWSDA)
3. Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50% shortages and greater than 50% shortage
4. Shortage response actions that align with the defined shortage levels
5. Communication protocols and procedures
6. Customer compliance, enforcement, appeal, and exemption procedures
7. A description of legal authorities
8. A description of financial consequences
9. Monitoring and reporting requirements
10. Reevaluation and improvement procedures
11. Special water feature distinction
12. Plan adoption, submittal, and availability

This WSCP is a stand-alone plan, that may be adopted independently from the UWMP and may be amended or refined and readopted as needed over coming months and years independently from the UWMP (see **Section 8.12** below).

8.1 Water Supply Reliability Analysis

☑ ***CWC §10632***

(a)(1) The analysis of water supply reliability conducted pursuant to Section 10635.

☑ ***CWC §10632.5***

(a) In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.

Burbank has three primary sources of water supply: imported water, groundwater, and recycled water. Treated and raw imported water is purchased from its wholesaler, the Metropolitan Water District of Southern California (MWD). Burbank also pumps groundwater from the San Fernando Basin (SFB) of the Coastal Plain of Los Angeles Groundwater Basin. The SFB is adjudicated, and Burbank is entitled to an Import Return Credit (IRC) of 20%, storage of imported water, stored water credits, and Physical Solution Water equivalent to 4,200 acre-feet per year (AFY). If needed and assuming the SFB still held enough water, Burbank would have to negotiate the purchase of additional groundwater from the Los Angeles Department of Water and Power (LADWP). Burbank also has access to recycled water from the Burbank Water Reclamation Plant (BWRP).

Burbank has a reliable water supply in normal, single dry, and multiple dry year conditions through 2050 (see **Section 7.3** of the Burbank 2025 UWMP). Burbank maintains a diverse water supply portfolio that allows the City to conjunctively use purchased and groundwater assets. To reduce reliance on imported water supplies, Burbank has expanded its local resources, including recycled water to meet non-potable demands. Burbank is currently evaluating potential opportunities such as DPR and water exchanges with other MWD member agencies associated with a potential ocean desalination project to augment regional potable supplies.

When determining the availability of supply for any given period, Burbank evaluates not only the total quantity of supplies, but also considers other factors that affect their reliability and accessibility. This includes:

- **Infrastructure Capacity:** Evaluating the infrastructure capacity to extract groundwater, deliver imported water, and distribute water through the distribution systems is of high importance in determining the availability of water supplies.
- **Timing of Delivery:** The timing of delivery of water supplies must be considered in assessing the supply availability, particularly water from the State Water Project (SWP). For example, in January 2014, DWR reduced SWP allocation to zero, limiting water supplies.

Burbank has developed redundant infrastructure systems to help mitigate outages that may be due to factors beyond hydrology or regulatory constraints. For example, Burbank has interconnections with the Glendale Power & Water (Glendale) and the Los Angeles Department of Water and Power (LADWP).

8.2 AWSDA Procedures

☑ ***CWC §10632***

(a)(2) The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:

(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.

(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:

(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.

(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.

(iii) Existing infrastructure capabilities and plausible constraints.

(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.

(v) A description and quantification of each source of water supply.

☑ ***CWC §10632.1***

An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.

Urban suppliers are required to submit an AWSDA to DWR by July 1 each year. The AWSDA examines Burbank's water reliability for the current year and one additional dry year to determine what, if any, water shortages stages may be triggered during the required period. The steps and timing to complete the AWSDA and submit the final report are listed below to provide consistency year-after-year regardless of City staff changes:

1. April-May
    a. Initial Burbank determines total available supply – inclusive of imported water supply.
    b. Burbank determines infrastructure constraints (including water quality conditions limiting local sources).
    c. Burbank determines expected demand for current year and next year.
    d. Burbank compares supply and demand and makes a determination of the water supply reliability.
2. June
    a. Draft AWSDA and results briefing for Burbank staff.
    b. AWSDA report to be submitted to DWR by July 1.

It should be noted that this timeline serves as a guideline for preparing the AWSDA and may be modified based on circumstances relevant at that time.

8.2.1 Decision-Making Process

A decision-making process will occur each year to approve the water supply reliability determination of the AWSDA. The AWSDA will document anticipated shortages if any, triggered shortage response actions, associated compliance and enforcement actions, and communication actions. If the AWSDA determines a potential supply shortage, the City Council's approval of the AWSDA, with potential coordination with MWD, will also serve as a formal declaration of any foreseen water shortage level, and trigger recommendations for specific shortage response actions.

8.2.2 Data and Methodologies

This section describes the key data inputs and AWSDA methodologies used to evaluate the water system reliability for the coming year, while considering that the year to follow would be considered dry. For purposes of this analysis, Burbank's definition of dry year mimics characteristics of a single dry year as defined in **Section 7.2** of the Burbank 2025 UWMP. This also aligns with the water shortage levels described in **Section 8.3**.

Evaluation Criteria

The City will evaluate both local supplies and imported supplies as part of the AWSDA. The local supply evaluation will include evaluation of changes in groundwater availability, changes in recycled water availability, and recent demand trends to determine any deviations from normal availability. To evaluate imported water, the City will rely on MWD's evaluation of regional supplies and demands to evaluate shortage levels.

Water Supply

Burbank will quantify each source of water supply on a monthly basis. The evaluated supply sources will include treated and raw imported water purchases from MWD, groundwater from the SFB, and recycled water.

Imported Water: Burbank will rely on MWD and its 2025 UWMP to evaluate imported water supplies. MWD will evaluate the availability of SWP and CRA supplies in conjunction with locally availability supplies and unconstrained regional demand to develop the imported water availability. Under normal (non-shortage) conditions, the City can purchase as much water as necessary from MWD to meet demands. When the imported supply is under shortage conditions, the amount of shortage (allocation of shortage) specific to the City is determined in a process lead by MWD. In years where there is a shortage of imported water, MWD will implement its Water Shortage Allocation Plan (WSAP) and provide information to member agencies regarding allocations.

Groundwater: Burbank uses groundwater from the Court-adjudicated Upper Los Angeles River Area (ULARA), which is part of the SFB. The City will evaluate groundwater availability based on annual entitlement, including the IRC, storage of imported water, stored water credits, and Physical Solution Water. Burbank reports projected pumping to the ULARA Watermaster for inclusion in the Pumping and Spreading Plan developed each water year that provides the annual entitlement and planned pumping for each pumper in the SFB.

Recycled Water: The City's non-potable recycled water supply is produced at the BWRP. This source of supply is reliable during single and multi-year droughts because it uses wastewater as its source which is derived from indoor water use, and the City produces sufficient wastewater to meet recycled water demands even in drought years.

Unconstrained Customer Demand

Unconstrained demand projections will be consistent with the methodology outlined in **Section 4.7** of the Burbank 2025 UWMP. If needed, baseline demands will be adjusted to account for population changes in the service area, planned developments, and major land use changes.

Current Year Available Supply

Burbank will evaluate how the anticipated supplies for the coming year will be used. Water supply projections will be informed by **Section 6** and **Section 7** of Burbank's 2025 UWMP.

Infrastructure Considerations

Burbank will evaluate the infrastructure capabilities and constraints that may affect the ability to deliver supplies to meet expected customer water use needs in the coming year. The AWSDA will also outline anticipated projects that may add capacity or constrain capabilities to meet demands.

8.3 Six Standard Water Shortage Levels

☑ ***CWC §10632***

(a)(3)(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.

The WSCP requires water suppliers to adopt six water shortage stages, which correspond to progressively severe water shortage conditions (up to 10%, 20%, 30%, 40%, 50%, and greater than 50% shortage) as compared to the normal reliability condition. These water shortage stages have been standardized to allow for a consistent regional and statewide approach to conveying the relative severity of water supply shortage conditions.

Burbank adopted the Sustainable Water Use Ordinance (SWUO) in June 2008 and defines six stages covering the range from normal water supply to extreme shortages. Although shortage percentages are not linked to the ordinance, Stage VI bans all landscape watering with potable water. This could provide the 50% reduction required by the UWMP Act. Also, Burbank would defer main and fire hydrant flushing and reservoir drainage for maintenance. It is likely that a water supply emergency would be declared by the time the maximum reduction was called into effect.[16]

[16] Potential revisions to the SWUO were presented to the Burbank Board in March 2026; however, no action or vote was taken. The City is in the process of re-evaluating updates to its SWUO to clarify existing conservation measures and add in new requirements. However, for consistency with the currently adopted SWUO, this WSCP reflects the existing ordinance provisions and does not incorporate proposed revisions.

Table 8-1 Cross-reference for Standard vs Supplier Shortage Levels (DWR Table 8-1)

☒	Supplier uses the Standard six levels of water shortage.		
Standard Shortage Levels	**Percent Shortage Range**	**Burbank's SWUO**	**Percent Shortage Range**
1	Up to 10%	Implement Stage I of Burbank's SWUO	Up to 10%
2	Up to 20%	Implement Stage II of Burbank's SWUO	Up to 20%
3	Up to 30%	Implement Stage III of Burbank's SWUO	Up to 30%
4	Up to 40%	Implement Stage IV of Burbank's SWUO	Up to 40%
5	Up to 50%	Implement Stage V of Burbank's SWUO	Up to 50%
6	>50%	Implement Stage VI of Burbank's SWUO	>50%

8.4 Shortage Response Actions

☑ ***CWC §10632***

(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions.

(B) Locally appropriate demand reduction actions to adequately respond to shortages.

(C) Locally appropriate operational changes.

(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.

(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

☑ ***CWC §10632.2***

An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in subdivision (a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section 10632.1. Nothing in this section prohibits an urban water supplier from taking actions not specified in its water shortage contingency plan, if needed, without having to formally amend its urban water management plan or water shortage contingency plan.

Burbank's SWUO provides a basis for achieving water demand reductions which may be required because of emergency or drought conditions. Stage I, consisting of 13 sustainable water use measures, is always in effect. The other five stages can be activated by the City Council in times of water shortage.

It is not expected that the City will implement supply augmentation actions in response to emergency or drought conditions, as shown in **Table 8-2**. The demand reduction measures contained in the SWUO to reduce potential shortages are shown in **Table 8-3**.

Table 8-2 Supply Augmentation and Other Actions (DWR Table 8-2)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)		
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier	How much is this going to reduce the shortage gap?	Additional Explanation or Reference (Opt)
Up to 10%	No action taken	0%	Burbank will not use supply augmentation to mitigate shortfalls. Short-term shortfalls may be mitigated with emergency supply interties with adjacent water supply systems.
10-20%	No action taken	0%	
20-30%	No action taken	0%	
30-40%	No action taken	0%	
40-50%	No action taken	0%	
>50%	No action taken	0%	

Table 8-3 Demand Reduction Actions (DWR Table 8-3)

Yes	Is the Supplier completing this table using the standard six levels?		
Shortage Level (a)	Demand Reduction Actions (b)	How much is this going to reduce the shortage gap?	Additional Explanation or Reference
1	Landscape – Limit landscape irrigation to specific days	3%	Do not water outdoor landscaped areas more than fifteen (15) minutes per day per station and no more than three (3) days per week, year-round. Areas watered with low volume irrigation systems that require additional spray time are exempt from the 15-minute time restriction of this requirement, but must comply with the three (3) days per week watering limit. The three allowable irrigation days are Tuesdays, Thursdays and Saturdays. With the exception of attended hand- watering, irrigation will not be allowed any day outside of the requirement listed here. Attended hand-watering is allowed any day of the week. Do not water outdoor landscaped areas on rainy days and at least two days thereafter.
1	Landscape - Limit landscape irrigation to specific times	2%	Do not water outdoor landscaped areas between the hours of 9:00 a.m. to 6:00p.m. or during daylight hours from November through March except by use of attended hand-watering, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system
1	Landscape - Restrict or prohibit runoff from landscape irrigation	1%	Adjust sprinklers and irrigation systems to eliminate overspray and avoid run-off into streets, sidewalks, parking lots, alleys or other paved surfaces
1	Other - Prohibit use of potable water for washing hard surfaces	2%	Do not hose or wash driveways, patios, sidewalks, or other hard or paved surfaces except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a high pressure, low volume spray hose using only potable water with no cleaning agents at an average water usage of 0.006 gallons per square feet of sidewalk area in accordance with Resolution No. 98-08 issued by the Los Angeles Regional Water Quality Control Board, or a low-volume, high-pressure cleaning machine equipped to recycle any water used.
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	2%	No additional explanation

Yes	Is the Supplier completing this table using the standard six levels?		
Shortage Level (a)	Demand Reduction Actions (b)	How much is this going to reduce the shortage gap?	Additional Explanation or Reference
1	Other	1%	When washing vehicles, use a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off device. This does not apply to any commercial car washing facility.
1	CII - Restaurants may only serve water upon request	<1%	No additional explanation
1	CII - Lodging establishment must offer opt out of linen service	<1%	No additional explanation
1	CII - Other CII restriction or prohibition	0.4%	Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.
1	Water Features - Restrict water use for decorative water features, such as fountains	1%	Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.
1	Other	<1%	Installation of single pass cooling systems is prohibited in buildings requesting new water service.
1	Other	<1%	Installation of non-re-circulating water systems is prohibited in new commercial conveyor car wash and new commercial laundry systems.
1	Other	<1%	All commercial conveyor car wash systems and commercial laundry systems must have installed operational re-circulating water systems.
1	Landscape - Other landscape restriction or prohibition	2%	Do not irrigate ornamental turf on public street medians.
2	Landscape - Limit landscape irrigation to specific days	1%	Landscape watering limited to 15 minutes/day. Three days per week (Tuesdays, Thursdays and Saturdays) April – October, and one day per week (Saturday), November - March
3	Landscape - Limit landscape irrigation to specific days	1%	Landscape watering limited to 15 minutes/day, two days per week (Tuesdays and Thursdays), April – October. Areas watered with low volume irrigation systems that require additional spray time are exempt from the 15-minute time restriction.

Yes	Is the Supplier completing this table using the standard six levels?		
Shortage Level (a)	Demand Reduction Actions (b)	How much is this going to reduce the shortage gap?	Additional Explanation or Reference
3	Other	<1%	Use of outdoor cooling devices (misters) prohibited
3	Landscape – Prohibit certain types of landscape irrigation	1%	Hand watering also prohibited between 9AM and 6 PM
3	Other water feature or swimming pool restriction	2%	Use of pool and spa covers required
4	Landscape – Limit landscape irrigation to specific days	5%	Landscape watering limited to one day per week
5	Landscape - Prohibit certain types of landscape irrigation	5%	Watering limited to deep irrigation of trees and shrubs, 20 min, 2 days per month
5	Other	5%	No new or upgraded potable water services permitted, except R-1 and R-2, unless building permit already issued
6	Landscape - Prohibit all landscape irrigation	10%	No additional explanation

NOTES:
(a) All demand reduction actions from previous stages remain in effect as the City progresses to a higher shortage level.
(b) The City is in the process of evaluating updates to its SWUO, which may affect the shortage level stages and conservation measures. However, for consistency with the currently adopted SWUO, this WSCP reflects the existing ordinance provisions and does not incorporate potential revisions.

8.4.1 Catastrophic Supply Interruption

A water shortage can result from a catastrophe like an earthquake, a major power outage, or a water supply source problem, i.e. major breakdown or a water quality disruption. Catastrophes like these occur with little or no warning but typically a partial restoration of supply can be expected within days or at most a few weeks. MWD developed a catastrophic supply interruption plan which contains the Emergency Storage Requirements (ESR).

The ESR is based on the three major aqueducts (SWP, CRA, and Los Angeles) being out of service for six months after a major earthquake. Diamond Valley Lake and other Southern California reservoirs and groundwater basins provide emergency storage. After such a disaster, MWD's emergency plan implements a mandatory 25% cutback in firm supplies to member agencies. Extraordinary conservation would be required to stay within the reduced supply in either of the above extreme cases.

Burbank has a formal disaster preparedness program. Every City employee is considered a disaster services worker. Training and drills are held regularly. When an emergency occurs, the Emergency Operations Center can be activated. This involves personnel from all City departments, and it operates according to the formal Standardized Emergency Management System procedures. There is a formal process for checking the water system for problems. Burbank could manage a short-term deficiency or emergency situations by mandating water conservation and also with the following actions:

- Increasing local groundwater pumping
- Purchasing additional water from the MWD to the extent available
- Using emergency interconnections to adjacent water agencies

If Burbank experiences a major power failure, but MWD is still producing water, Burbank can receive water to Zones 1 and 2. Portable diesel pumps are available to move water to higher zones if necessary. If all the City's water supplies were interrupted, stored water in local reservoirs would last up to three days at average use. Immediate curtailment of non-essential uses (i.e., landscaping), could make supplies last much longer. Burbank's SWUO provides procedures to reduce water use citywide and thereby mitigate the effect of a shortage of water resources. Through the use of incremental stages, as appropriate for prevailing conditions, the ordinance provides for increasing levels of water use restrictions and penalties in order to discourage wasteful water use practices and achieve reduced water consumption. In the case of a major local earthquake, a portion of stored water could be lost due to broken pipelines. Several of Burbank's main water reservoirs are equipped with seismic sensors that will automatically valve off a portion of the water in storage, to prevent a total loss in case of uncontrolled main breaks.

Since Burbank has one groundwater treatment plant, as well as five MWD connections, there is some flexibility in emergency operations. Burbank is situated where several reaches of the MWD distribution systems converge. Burbank can receive water from various sources within the MWD system. If a problem developed with Burbank's treatment plants, MWD could supply additional water from the five connections. If MWD supply had to be reduced, then treated groundwater could supplement the MWD supply. Blending MWD water with Valley Pumping Plant/Burbank Operable Unit (BOU) water (described in **Section 6.2.2** of Burbank's 2025 UWMP) is necessary to maintain production due to groundwater nitrate levels, but an increased BOU/MWD blending ratio could suffice.

There are presently two emergency interconnections with Glendale (one from Glendale to Burbank and one from Burbank to Glendale). These emergency interconnections have proven to be effective in providing a short-term supplemental supply, but the capacity is very low and Glendale relies on MWD water under the same conditions as Burbank. Burbank also has an interconnection with LADWP to ensure reliable, shared water supply during shortage or emergencies.

8.4.2 Seismic Risk Assessment and Mitigation Plan

Urban water suppliers are required to include within their WSCP a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities. An urban water supply may comply with this requirement by submitting a copy of the most recently adopted multi-hazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the multi-hazard mitigation plan addresses seismic risk.

Appendix F includes a copy of the *City of Burbank Hazard Mitigation Plan (HMP)*. The HMP was prepared under the federal Disaster Mitigation Act of 2000 and last updated in 2023. Seismic risk is considered and addressed throughout the HMP. The HMP identified seismic risks including earthquakes due to proximity to local faults. Historically, the two most significant earthquakes to affect the City were the 1971 Sylmar earthquake and the 1994 Northridge earthquake, which caused substantial damage to streets, the sewer system, the water system, public buildings, and privately-owned residential and commercial structures. Future earthquakes could cause significant damage. The City is working on several projects and actions to address potential hazards from earthquakes, including: improving emergency power systems at water processing facilities and hardening them again hazard event; installing backup power systems for key City-owned water pumps; improving waste and runoff water systems against hazardous events in conjunction with Burbank 2035 conservation priorities; and considering the use of flexible water pipes, particularly across known faults, to enhance seismic resiliency (Burbank, 2023). In the event of a water shortage due to an earthquake, Burbank would implement the demand reduction measures in **Table 8-3**.

The City has also prepared a Risk and Resiliency Assessment as required by America's Water Infrastructure Act of 2018. Burbank's primary water facilities were analyzed, and recommendations were made to address risks.

Several projects to address seismic risks are included in the City's *Adopted Fiscal Year 2025/26 and Proposed Fiscal Year 2026/27 Budget* as part of the capital improvement program, including seismic retrofit of pipelines and Valley Pumping Plant forebay seismic assessment.

8.5 Communication Protocols

☑ ***CWC §10632***

(a) Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan consists of each of the following elements:

(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:

(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.

(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.

(C) Any other relevant communications.

The shortage response actions described in this WSCP will be declared by resolution of the City Council. Before adopting any such resolution, the City Council will hold a public hearing when required by CWC §351 or other applicable law. In addition to the formal noticing to the public the City will do at the varying Shortage Levels, the City will expand its public information campaign starting in Shortage Level II, which will also serve as a means of communicating Shortage Levels and required actions. This information campaign may include bill inserts, public service announcements, or other outreach efforts.

Burbank uses its website as one of its tools to communicate the current Shortage Level and associated water restrictions. The website also allows for reporting of water waste, responding to water waste citations, and receiving information on water conservation and rebates.[17]

8.6 Compliance and Enforcement

☑ ***CWC §10632***

(a)(6) For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.

Enforcement of the mandatory restrictions defined in the SWUO is through the issuance of an administrative citation. A notification process is used to alert citizens of reported water waste so corrections can be made. At least two notifications are made to allow citizens the opportunity to correct reported water waste incidents.[18] Continued violation of the SWUO after receiving notifications may result in the issuance of an Administrative Citation, per section 1-1-108.1 of Title 1 of the Burbank Municipal Code. An Administrative Citation allows for fines of $100 for the first violation, $200 for the second violation, and $500 for every violation thereafter.

8.7 Legal Authorities

☑ ***CWC §10632***

(a)(7)(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.

(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.

(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

☑ ***CWC §350***

The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

Under California law, including CWC Chapters 3.3 and 3.5 of Division 1, Parts 2.55 and 2.6 of Division 6, , and Article X, Section 2 of the California Constitution, the City Council is authorized to implement the water shortage actions outlined in this WSCP. In all water shortage cases, shortage response actions to be

[17] Information on Burbank's current Shortage Level is available at: https://www.burbankwaterandpower.com/watering-schedule

[18] The SWUO enforcement procedures, including the use of notification prior to issuance of administrative citations, may be revised as part of potential SWUO updates under consideration by the Burbank Board. For consistency with the currently adopted SWUO, this WSCP reflects the existing ordinance provisions and does not incorporate potential revisions.

implemented will be at the discretion of the City Council and will be based on an assessment of the supply shortage (determined by the City's annual supply and demand assessment, notification from MWD to member agencies, or other means as appropriate), customer response, and need for demand reductions.

It is noted that upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the state will defer to implementation of locally adopted WSCPs to the extent practicable. The City will coordinate with regional and local water suppliers for which it provided water supply services for possible proclamation of a local emergency as necessary.

8.8 Financial Consequences of WSCP

☑ ***CWC §10632***

(a)(8) A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:

(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.

It is difficult to precisely gauge the revenue and expenditure impacts of implementation of the WSCP. The WSCP provides for prohibitions on outdoor water use and requests for indoor use reductions, enforced by penalties for violation. Ultimate impacts will be based upon a mix of responses to these requirements and overall public cooperation in saving water in additional ways. Revenue will be reduced through lower water sales. However, the City will see this compensated to some degree by lower water purchase, pumping and treatment charges.

During the large 2014-16 drought, the City experienced the following revenue impacts:

- FY 2014/15 – Approximately -12.6% consumption reduction from FY 2013/14 levels, which resulted in approximately $2.75 million in reduced revenues
- FY 2015/16 – Approximately -17.9% consumption reduction from FY 2014/15 levels, which resulted in a cumulative decrease in revenues of approximately $6.1 million from FY 2013/14 levels

No additional costs are assumed for WSCP enforcement nor compliance with Chapter 3.3, because it is assumed that enforcement will be completed using existing staff. Burbank does not anticipate requiring any mitigations actions to address revenue reduction. Most water savings are likely to accrue from reduced outdoor water use.

8.9 Monitoring and Reporting

☑ ***CWC §10632***

(a)(9) For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

Under normal conditions, the City monitors water sales and deliveries on a monthly basis. All of the City's water connections are metered with each individual meter read monthly. The City prepares monthly sales and delivery reports which are reviewed and compared to reports and statistics from prior months and the same period as the prior year. Under shortage conditions, the City will determine water savings made from implementing the stages of the WSCP by reviewing and comparing production reports. Each customer or customer group can be evaluated for compliance with conservation requirements.

The WSCP is an adaptive management plan that can be revised and refined to ensure its shortage response actions are effective and produce desired results. Results of monitoring and reporting efforts will be used to evaluate the effectiveness of shortage actions. If certain procedure refinements or new actions are identified by City staff, or suggested by customers or other interested parties, the City Council has the authority to quickly incorporate and implement such refinements to the WSCP, as needed.

8.10 WSCP Refinement Procedures

☑ ***CWC §10632***

(a)(10) Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

This WSCP is an adaptive management plan that is designed to be responsive to the effectiveness of water shortage actions during a declared water shortage. As such, the WSCP is subject to adjustments and refinements as needed to ensure that actions are appropriate and effective. In the event that water shortage response actions are not producing the necessary demand reductions, Burbank will take adaptive measures necessary to achieve further demand reductions among the various customer categories. This may include adding new or modifying existing water use restrictions, creating targeted outreach programs, or implementing additional conservation incentive programs.

WSCP refinements are accomplished through a legislative process that involves staff analysis, presentations to decision-makers, and consideration and approval by the Burbank Board and City Council. Specifically, Burbank staff briefs and proposes recommended water shortage response actions to the Burbank Board which then approves the action to be brought before the City Council. Once approved, the updates are incorporated into the Plan and implemented at the appropriate water shortage level.

8.11 Special Water Feature Distinction

☑ ***CWC §10632***

(b) For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

For the purposes of this WSCP, special water features are defined and analyzed separately from pools and spas. Non-pool and non-spas may use or be able to use recycled water, whereas pools and spas must use potable water for health and safety considerations. Special water features include, but are not limited to, ornamental fountains, lakes, and ponds. According to the City's SWUO, operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.

8.12 WSCP Adoption, Submittal, and Availability

☑ ***CWC §10632***

(c) The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

☑ ***CWC §10642***

…Prior to adopting either [UWMP and WSCP], the urban water supplier shall make both the plan [UWMP] and water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon… After the hearing or hearings, the plan [UWMP] or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

☑ ***CWC §10640***

(b) …The supplier shall likewise periodically review the water shortage contingency plan as required by paragraph (10) of subdivision (a) of Section 10632 and any amendments or changes required as a result of that review shall be adopted pursuant to this article [Article 3 Sections 10640–10645].

☑ ***CWC §10644***

(b) If an urban water supplier revises its water shortage contingency plan the supplier shall submit to the department a copy of it water shortage contingency plan prepared pursuant to subdivision (a) of Section 10632 [required elements of a WSCP] no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

The final WSCP was included in the adoption of the 2025 UWMP, which was adopted as described in **Section 10**. However, because the WSCP is a stand-alone document, it can be amended, as needed, outside of a UWMP update cycle. The processes for approving WSCP amendments and conducting required public hearings are similar to those required for UWMP adoption. The City will release a 60-Day Notice and a Public Hearing Notice for the amended WSCP. The public hearing to receive public comments on the amended WSCP will be held immediately prior to the adoption of the amended WSCP by the City Council. The amended WSCP will be made available for the public on the City's website within 30 days of the adoption date.

9 DEMAND MANAGEMENT MEASURES

☑ ***CWC §10631 (e)***

Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1) (A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

Burbank has taken proactive steps to manage and reduce water demand over the past two decades. In 2005, the per capita daily usage was 184 GPCD. Since then, it has steadily declined, reaching 120 GPCD in 2025. During drought conditions, per capita water use can be even lower, dropping to 112 GPCD after the 2022 drought. Burbank will continue implementing DMMs to maintain low per capita water use and to prepare for potential restrictions during future droughts. For purposes of this section, these programs have been grouped into the following DMM categories in accordance with CWC §10631(e):

(i) Water waste prevention ordinances

(ii) Metering

(iii) Conservation pricing

(iv) Public education and outreach

(v) Programs to assess and manage distribution system real loss

(vi) Water conservation program coordination and staffing support, and

(vii) Other demand management measures

The following are descriptions of the conservation programs Burbank operates within each of these DMM categories.

9.1 Water Waste Prevention Ordinances

The City Council enacted the SWUO in 2008 which prohibits the wasteful use of potable water. The SWUO aligns with Burbank's WSCP and provides a tiered response of water use restrictions, allowing the City a nimble mechanism by which to respond to water supply shortages. The SWUO includes prohibitions on landscape water overspray, prompt leak repair, and that restaurants only serve water by request. The

provision of penalties for residents or businesses not acting in accordance with the requirements is built into the Ordinance. City Council enacted Stage III of the SWUO during the drought years 2015 and 2022 to limit landscape watering to two days per week in the summer and one day per week in the winter.[19]

9.2 Metering

☑ ***CWC §526 (a)***

Notwithstanding any other provision of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract … shall do both of the following:

(1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings constructed prior to January 1, 1992, located within its service area.

(2) On and after March 1, 2013, or according to the terms of the Central Valley Project water contract in operation, charge customers for water based on the actual volume of deliveries, as measured by a water meter.

☑ ***CWC §527 (a)***

(a) An urban water supplier that is not subject to Section 526 shall do both of the following:

(1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.

Burbank meters all of its customers, with separate meters for potable and non-potable water uses and bills its customers monthly. Burbank does not allow the installation of unmetered services and provides rental hydrant meters for temporary usage of water.

Burbank implemented an advanced metering infrastructure (AMI) system between 2009 and 2011, improving water use efficiency by capturing customer consumption data and identifying wasteful usage and leak detection. However, aging communication modules have reduced system reliability, affecting about 17% of water meters in 2021. In the interim, Burbank has deployed an automatic meter reading system to restore functionality. Burbank is in the process of updating its AMI system to ensure that customers continue to receive efficient, reliable, and modern utility services. As part of this project, Burbank will replace approximately 26,800 communication modules on residential and commercial water meters with new modules to ensure Burbank continues to receive usage data via wireless technology directly. Substantial completion for the water AMI project is anticipated by June 2026.

9.3 Conservation Pricing

A tiered water rate, adopted in 2009 for single-family residential water users, increases the cost of potable water as usage increases. The first tier, up to 8 hundred cubic feet (HCF) per month, is generally enough for most families to use for indoor domestic purposes. This structure reflects the fact that higher usage increases Burbank's costs (e.g., added strain on infrastructure, pipe wear, etc.). While water conservation was not the primary purpose of the tiered rate structure, it may influence customer behavior.

[19] The SWUO conservation measures, including watering restrictions, may be revised as part of potential SWUO updates under consideration by the Burbank Board. For consistency with the currently adopted SWUO, this WSCP reflects the existing ordinance provisions and does not incorporate potential revisions.

Burbank also has multiple financial assistance programs that help its customers afford their utility bills. In general, the programs include exemptions and reductions on utility bills and discounts on energy use. However, there are currently no programs that specifically aid with water service fees.

9.4 Public Education and Outreach

Burbank prides itself on the use of many communications outlets to help spread the sustainability issues forward. In response to changing and challenging environmental issues, Burbank staff have significantly ramped up customer programs and customer communications over the past decade. Burbank staff use multiple communication channels to inform individuals and organizations about available programs and services.

9.4.1 Print Channels

- Newsletter, "Currents": An annual newsletter mailed to all Burbank addresses covering a wide range of topics.
- Direct Mail: Letters are sent to customers related to specific issues and build awareness about programs and services.
- Utility Bill Inserts: Burbank places timely and relevant information on customer bills.

9.4.2 Digital Channels

- Burbank Website: Burbank's website had about 16,000 visitors per month in 2025. The website highlights programs and issues important to the industry and community. Burbank's website has dedicated webpages for:
    - City's SWUO and ongoing conservation efforts
    - Watering schedules
    - Water-saving tips to reduce residential indoor and outdoor water consumption
    - Tips for identifying water leaks
    - Residential and commercial rebate programs
    - Landscape design with California-native and drought-resistant plant
    - Graywater use
- Digital Currents electronic newsletter: A digital newsletter that is emailed monthly to approximately 36,000 Burbank residential emails.
- Digital Currents electronic newsletter: A digital newsletter that is emailed quarterly to approximately 8,400 Burbank business emails.
- Emails: Burbank sends targeted emails to customers to promote conservation and efficiency programs and services.
- Social Media: Burbank has Facebook, Instagram, X and LinkedIn social media accounts with over 8,600 cumulative followers and growing.

9.4.3 Online Portals

- WaterSmart Portal (https://bwp.watersmart.com/index.php/welcome) allows customers to review their water usage and get personalized tips for conserving water and saving on their bill.

- SoCal Water$mart Portal (https://socalwatersmart.com/en/commercial/rebates/apply-online/) allows customers to apply for rebates funded by Burbank and MWD.

9.4.4 Events and Partnerships

- Event Sponsorship: Burbank supports several community organizations and events, receiving advertising as part of the sponsorship.
- City Events with Burbank staff present: Burbank has an ongoing presence at City events to disseminate information and respond to customer questions.
- Workshops: free workshops on California friendly landscaping are offered to Burbank residents.
- Burbank Guest Speakers: Presentations to organizations as requested.
- Student Outreach: Burbank has student sustainability programs in place that are run on an annual basis and also participates in ad hoc programs.

9.4.5 Community Demonstration Garden Grants

Burbank has previously supported the development of demonstration gardens for the community to enjoy and is currently working on a new project with the Burbank Unified School District for a site at Theodore Roosevelt Elementary. Demonstration gardens are supported with interpretive signage to provide detailed information about each garden and practical landscape advice.

9.4.6 Home Water Reports Program

In April 2015, at the peak of the four-year statewide drought, Burbank began providing Home Water Reports to 15,000 residential single family water customers. The Home Water Reports contain information on bi-monthly water use, a comparison with similarly sized homes, and program promotional information and tips to reduce water use. The program also provides online access to the reports for customers, which includes hourly, daily and weekly water use so that customers can work to reduce their usage before receiving their next bill. In addition, the online component contains a water conservation tip library and a leak detection module so that customers will know within one to two days when a leak is occurring and can take immediate steps to fix it. Customers can also compare their water usage to similar households with similar occupancy.

This program is currently on hold but may be reactivated in the future.

9.4.7 LivingWise Program

Burbank has partnered with the Burbank Unified School District for at least 15 years to provide sixth-grade students in Burbank with water- and energy-efficiency education and a home retrofit kit. These kits include water- and energy-saving devices that teach students the importance of conservation through a series of in-home and classroom activities. Students and their parents install these devices in their homes and are rewarded with immediate and lasting savings. More than 1,000 students participate annually, typically achieving savings of over 2.8 MG (8.6 AF) per year, in addition to 178,000 kWh.

9.5 Programs to Assess and Manage Distribution System Real Loss

As discussed in **Section 4.5**, reducing distribution system losses is an important component of the State's MCCWL regulations, and suppliers will be required to start meeting individual volumetric loss standards over a three-year period beginning January 2028. Burbank conducts annual distribution system audits using AWWA M36 Standard Water Audit methodology. The approach consists of a component analysis of

metered water sources, metered water demands, quantification of water losses (apparent and real), and calculation of non-revenue water as a percentage of total system flows.

As shown in **Table 4-7**, Burbank is currently meeting the 2028 water loss standard under MCCWL. Burbank's real losses in 2024 were approximately 525 AF, or 3.7% of the water supplied to the system. Burbank minimizes real losses by regularly and methodically replacing vulnerable water mains, which are identified and prioritized on Burbank's 5-year capital improvement program. Additionally, Burbank has a proactive water leak detection program. Through a review of hourly consumption data provided by advanced meters, staff reports to customers about possible water leaks. As customers repair these leaks, water savings are tracked.

9.6 Water Conservation Program Coordination and Staffing Support

Burbank centrally administers its conservation programs and coordinates with regional partners including MWD through its SoCal Water$mart program. Burbank staff are directly involved in implementing some of the conservation programs including the various public outreach programs and the leak detection program.

9.7 Other Demand Management Measures

There are a wide variety of water efficiency rebates, programs and services available to Burbank residents and businesses.

9.7.1 Home Improvement Program

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The Home Improvement Program is a unique water and energy efficiency program available to all Burbank single-family and multi-family residential customers. The program offers a water and energy audit, as well as water and electric home upgrades, all provided at no cost to customers. Burbank's Home Improvement Program offerings exceed those of other agencies for both inside and outside the home. Burbank added leak detection and repair measures to this already excellent program in January 2026. The program now includes the following water upgrades and services:

- Water audit and education regarding existing water use in and outside of the home
- Indoor and outdoor leak detection
- Indoor and outdoor leak monitoring devices
- Installation of low-flow showerheads and faucet aerators
- Toilet installation, leak test and repair
- Weather-based irrigation controllers and programming
- High-efficiency sprinkler heads and irrigation pipe repair

The program services about 450 homes per year, delivering an estimated annual water savings of over 4.5 MG (13.8 AF).Over the past five years, the program serviced about 2,671 homes.

9.7.2 Residential Rebate Programs

Burbank participates in partnership conservation programs with MWD to promote regional conservation programs, take advantage of grant funding, and help lower conservation program costs through economies of scale. Rebates funded by Burbank and MWD through the SoCal Water$mart program include:

- High-efficiency clothes washers
- Premium high-efficiency toilets
- Flow monitor devices
- Weather-based irrigation controllers
- Rotating sprinkler nozzles
- Rain barrels and cisterns
- Soil moisture censors
- Turf replacement

Additional information is available at https://socalwatersmart.com/en/residential/rebates/available-rebates/available-rebates-overview/. In the past five years, Burbank has distributed 1,582 residential rebates.

9.7.3 Commercial Rebate Programs

Burbank also provides rebates for commercial customers in partnership with MWD. Rebates funded by Burbank and MWD through the SoCal Water$mart program include:

- Plumbing fixtures
- Landscaping equipment
- Food equipment
- HVAC equipment
- Turf replacement

Additional information on specific devices is available at https://www.burbankwaterandpower.com/conservation/commercial-programs-rebates/commercial-water-conservation-rebates. In the past five years, Burbank has distributed 68 commercial rebates.

9.8 California Water Efficiency Partnership

Compliance with California Urban Water Conservation Council Best Management Practices used to be required to receive financial assistance (i.e., grants and loans) from the State of California for water projects. However, this was replaced in 2018 by the California Water Efficiency Partnership (CalWEP), an organization launched to address increasing pressures from climate change and State regulations. CalWEP provides resources and tools that enable utilities to address these challenges in innovative, collaborative ways. Burbank has been a member of CalWEP since 2021.

9.9 Implementation to Achieve Water Use Targets

☑ ***CWC §10631***

(e)(1)(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

As described in **Section 5**, all the DMMs described above contributed to Burbank's compliance with its 2020 Target. These programs will continue to support Burbank in complying with MCCWL requirements, including achieving its UWUO, and in advancing long-term conservation.

10 PLAN ADOPTION, SUBMITTAL, AND IMPLEMENTATION

This section provides information on a public hearing and adoption process for Burbank's UWMP and WSCP, as well as submittal requirements for the adopted plans. It also outlines plan implementation and the process for amending the adopted UWMP or WSCP.

10.1 Inclusion of All 2025 Data

Because Burbank reports on a calendar year basis, this UWMP includes complete water use and planning data for the entire 2025 calendar year, per the 2025 UWMP Guidebook. All data reported herein reflects the finalized 2025 information necessary to meet UWMP requirements.

10.2 Notice of Plan Preparation and Public Hearing

☑ ***CWC §10621***

(b) Every urban water supplier required to prepare a plan shall … at least 60 days prior to the public hearing on the plan … notify any city or county within which the supplier provides waters supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

☑ ***CWC §10642***

…Prior to adopting either [the plan or water shortage contingency plan], the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code [see below]. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies Notices by a local public agency pursuant to this section shall be provided pursuant to Chapter 17.5 (commencing with Section 7290) of Division 7 of Title 1 of the Government Code. A privately owned water supplier shall provide an equivalent notice within its service area.

☑ ***CGC §6066***

Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

Section 2.5 describes Burbank's initial outreach for the 2025 UWMP update, including distribution of the 60-Day Notice on 23 March 2026. The 60-Day Notice was provided more than 60 days prior to the public hearing and informed applicable entities that the Plan would be reviewed and updated. Agencies that received the 60-Day Notice are listed in **Table 10-1**, and correspondence is provided in **Appendix D**.

Burbank also provided a Public Hearing Notice to the entities listed in **Table 10-1** notifying them of the UWMP and WSCP public hearing with the specific date, time, and location of the public hearing (see **Section 10.3**). The Public Hearing Notice also provided instructions on how to view the Draft UWMP and WSCP prior to the hearing, the revision schedule, and contact information of the UWMP and WSCP preparer. In addition, Burbank published the Public Hearing Notice in the Burbank Leader at least two weeks in advance, once a week for two consecutive weeks, with at least five days between the respective publication dates. The Public Hearing Notice was first noticed in the local paper on 30 May 2026, and again on 6 June 2026. The Public Hearing Notices, including correspondence with entities and publications, can be found in **Appendix D**.

Burbank maintained a copy of the Draft UWMP and WSCP in its office and website (https://burbankwaterandpower.com/) prior to the public hearing for public review. The deadline for public comments on the UWMP and WSCP was 16 June 2026, the date of the public hearing.

Table 10-1 Notification to Cities and Counties (DWR Table 10-1)

City Name	60 Day Notice	Notice of Public Hearing
Glendale Water & Power (a)	Yes	Yes
Los Angeles Department of Water and Power (a)	Yes	Yes
County Name	**60 Day Notice**	**Notice of Public Hearing**
Los Angeles County	Yes	Yes
NOTES: Burbank provided a 60-Day Notice to LADWP and Glendale Water & Power due to geographical proximity and to ensure regional alignment in water management.		

10.3 Public Hearing and Adoption

☑ ***CWC §10642***

Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan. Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon…. After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

☑ ***CGC §7291***

…every local public agency… serving a substantial number of non-English-Speaking people, shall employ a sufficient number of qualified bilingual persons in public contact positions or as interpreters to assist those in such positions, to ensure provision of information and services in the language of the non-English-speaking person.

Burbank held an in-person public hearing on 16 June 2026 at 6:00 p.m. to present the UWMP and WSCP. The UWMP and WSCP were formally adopted by the Burbank City Council on 16 June 2026. A copy of the signed Resolution of Plan Adoption is included in **Appendix G**. Correspondence with various participating agencies regarding this Plan is also included in **Appendix G**.

10.4 Plan Submittal and Public Availability

☑ ***CWC §10621***

(a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.

(c) An urban water supplier regulated by the Public Utilities Commission shall include its most recent plan and water shortage contingency plan as part of the supplier's general rate case filings.

☑ ***CWC §10635***

(c) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

☑ ***CWC §10644***

(a)(1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(a)(2) The plan, or amendments to the plan, submitted to the department pursuant to paragraph (1) shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.

☑ ***CWC §10645***

(a) Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

(b) Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

This UWMP and WSCP were submitted to DWR electronically through the WUE Data Portal within 30 days of adoption, by the 1 July 2026 deadline. A hard copy of Burbank's adopted UWMP and WSCP were also sent to the California State Library and to the entities listed in **Table 10-1** within 30 days of adoption. Because the City is not regulated by the California Public Utilities Commission, CWC §10621(c) does not apply.

Following Plan submittal, Burbank made an electronic version of the UWMP and WSCP available for public review online (https://burbankwaterandpower.com/).

10.5 Plan Implementation and Amendments

☑ ***CWC §10621***

(d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

☑ ***CWC §10643***

An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

☑ ***CWC §10644***

(a)(1) Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(b) If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its water shortage contingency plan prepared…no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

The implementation of this UWMP shall be carried out as described unless significant changes occur between the adoption of this UWMP and the 2030 UWMP. If such significant changes do occur, Burbank will amend and readopt the UWMP as required by the CWC.

If the UWMP or WSCP are amended, each of the steps for notification, public hearing, adoption and submittal (i.e., **Section 10.2** through **Section 10.4**) will also be followed for the amended document(s).

11 REFERENCES

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Appendix A: UWMP Act Checklist

2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Relevant Submittal Table	2025 UWMP Location
Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	n/a	Pages: ES-1 to ES-3
Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	n/a	Pages: ES-1 to ES-3
Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	n/a	Page: 2-1
Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	2-1	Page: 2-2
Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	2-2	Page: 2-2
Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	2-3	Page: 2-3
Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	n/a	Page: 2-4, Appendix D
Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	n/a	Pages: 2-4 to 2-5
Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	2-4	Page: 2-4
Chapter 3.0	10631(a)	Describe the Supplier service area.	n/a	Page: 3-1
Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	n/a	Pages: 3-2 to 3-4
Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	3-1	Page: 3-6
Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	n/a	Pages: 3-6 to 3-7
Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	n/a	Page: 3-8
Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	4-1 and 4-2	Pages: 4-4 and 4-8
Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	4-5	Page: 4-10
Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	4-6	Page: 4-11
Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	4-3	Page: 4-7
Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	4-3	Page: 4-7
Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	4-3	Page: 4-7
Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	4-3	Page: 4-7
Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	n/a	Page: 4-12
Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	5-1	Page: 5-1
Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	n/a	Pages: 6-1 to 6-19

2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Relevant Submittal Table	2025 UWMP Location
Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	n/a	Pages: 6-22, and 7-6 to 7-9
Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	6-1	Page: 6-4 to 6-7
Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	n/a	Pages: 6-4 to 6-6
Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	n/a	Pages: 6-4 to 6-5
Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	n/a	Pages: 6-5 to 6-6
Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	n/a	n/a
Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	n/a	n/a
Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	6-1	Page: 6-7
Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	6-9	Page: 6-21
Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	6-8 and 6-9	Pages: 6-20 to 6-21
Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	n/a	Page: 6-18
Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	6-2	Page: 6-10
Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	6-3	Page: 6-11
Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	6-4	Page: 6-14 to 6-15
Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	6-4	Page: 6-14 to 6-15
Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	6-4 and 6-5	Page: 6-15 to 6-16
Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	6-6	Page: 6-17
Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	n/a	Page: 6-16
Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	6-7	Pages: 6-17 and 6-19
Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	6-7	Page: 6-19
Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	O-1B	Page: 6-24
Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	n/a	Pages: 7-4 to 7-5
Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	7-2, 7-3, and 7-4	Pages: 7-7 to 7-9
Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	n/a	Page: 7-9
Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	n/a	Pages: 7-10 to 7-11

2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Relevant Submittal Table	2025 UWMP Location
Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	n/a	Page: 7-10
Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	n/a	Page: 7-10 to 7-11
Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	7-5	Page: 7-11
Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	n/a	Pages: 7-6 to 7-7
Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	n/a	Pages: 8-1 to 8-16
Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	n/a	Page: 8-2
Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	n/a	Pages: 8-3 to 8-4
Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	n/a	Pages: 8-4 to 8-5
Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	n/a	Page: 8-5
Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	8-1	Page: 8-6
Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	8-2	Page: 8-7
Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	8-3	Pages: 8-8 to 8-10
Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	8-2	Page: 8-7 and 8-11
Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	8-3	Pages: 8-8 to 8-10
Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	8-2 and 8-3	Pages: 8-7 to 8-10
Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	n/a	Page: 8-12 and Appendix F
Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	n/a	Page: 8-12
Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	n/a	Page: 8-12
Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	n/a	Page: 8-13
Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	n/a	Pages: 8-13 to 8-14
Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. *Water Shortage Emergencies* .	n/a	Page: 8-13 to 8-14
Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	n/a	Page: 8-14
Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	n/a	Page: 8-14
Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	n/a	Page: 8-14
Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, *Excessive Residential Water Use During Drought* .	n/a	Page: 8-14

2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Relevant Submittal Table	2025 UWMP Location
Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	n/a	Pages: 8-14 to 8-15
Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	n/a	Page: 8-15
Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	n/a	Page: 8-15
Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	n/a	Page: 8-16
Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	n/a	Pages: 9-1 to 9-7
Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	n/a	Page: 10-2
Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	10-1	Page: 10-1 to 10-2, and Appendix D
Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 202 6.	n/a	Page: 10-3
Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	n/a	Pages: 10-1 to 10-2 and Appendix D
Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	10-1	Pages: 10-1 to 10-2
Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	n/a	Appendix G
Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	n/a	Page: 10-3
Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	n/a	Page: 10-3
Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	n/a	Page: 10-3
Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	n/a	Page: 10-4
Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	n/a	Page: 10-3
Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	n/a	Page: 10-3
Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	n/a	n/a

Appendix B: Required Data Tables in DWR Format

Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA1910179	Burbank Power and Water	26,827	17,564
	Total	26,827	17,564
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

Submittal Table 2-2: Plan Identification		
Select One	**Type of Plan**	**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	**Regional Urban Water Management Plan (RUWMP)**	
	If Supplier selected RUWMP, select name from the drop-down.	
NOTES:		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange **Water Code Section 10631(h)**
The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
Add additional rows as needed
Metropolitan Water District of Southern California
NOTES:

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	106,146	131,998	155,889	156,666	157,126	156,624

NOTES: Current population for 2025 is based on DOF estimates for Burbank (DOF, 2025); future population estimates were provided by MWD and based on SCAG's 2024 Connect SoCal plan (SCAG, 2024). The projected population estimates were adjusted assuming the full development potential contemplated under the DTSP and MDSP in Burbank's 2021-2029 Housing Element Update is achieved by 2035.

Submittal Table 4-1 Retail: Total Uses for Potable and Non-Potable Water — Actual Water Code Section 10631(d)(1)			
Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	6,562
Multi-Family		Potable	3,832
Commercial		Potable	2,936
Institutional/Governmental		Potable	183
Other (optional)	Recycled Water Use (a)	Non-Potable	2,930
Other (optional)	Fire Protection and Temporary Water	Potable	63
Distribution System Water Loss	(b)	Potable	661
		Subtotal Potable	14237
		Subtotal Non-Potable	2930
		Total	17,167

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

(a) Recycled Water Use does not include water loss from the non-potable distribution system.

(b) Water loss was estimated as the average potable distribution system water loss from calendar year 2021 - 2024. For planning purposes, distribution losses are considered potable water demand.

(c) Total may not sum due to rounding. Demand differs from supply in Table 6-8 due to metering inaccuracies and/or data

Submittal Table 4-2 Retail: Total Uses for Potable, and Non-Potable Water — Projected
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	**2030 (AF)**	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 opt (AF)**
Add additional rows as needed.							
Single Family		Potable	6,987	7,174	7,113	7,080	7,003
Multi-Family		Potable	8,103	10,436	10,499	10,529	10,527
Commercial		Potable	5,926	8,569	8,517	8,426	8,338
Institutional/Governmental		Potable	280	341	340	337	333
Other (optional)	Fire Protection and Temp Service	Potable	22	22	22	22	22
Other (optional)	Total Recycled Water Use	Non-Potable	3,593	3,593	3,593	3,593	3,593
Distribution System Water Loss	(a)	Potable	1,038	1,292	1,290	1,285	1,277
		Subtotal Potable	22,356	27,835	27,781	27,680	27,501
		Subtotal Non-Potable	3,593	3,593	3,593	3,593	3,593
		Total	25,949	31,428	31,374	31,273	31,094

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:
(a) Assumes average water loss from 2021 – 2024 (4.6%).
(b) Totals may not sum due to rounding.

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? **Drop down list (y/n)**	Yes
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. ***Optional*** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	Section 4.4.1
Are Lower Income Residential Demands Included In Projections? **Drop down list (y/n)**	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	Section 4.4.3
DWR NOTES: Additional guidance is provided in Appendix K.	
NOTES: All of Burbank's residential customers, regardless of income level, are metered and thus the demands of residential customers with lower incomes are part of the single- and multi-family water uses shown in the 2025 UWMP Table 4-1 and Table 4-5.	

Optional Submittal Table 4-4 Retail: Passive Water Savings Projections Water Code Section 10631(d)(4)(A)					
Description (Codes, Standards, Ordinances, or Plans)	Passive savings				
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 opt (AF)**
Add additional rows as needed					
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.					
NOTES:					

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA1910179	**2020**	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES: Submitted water loss audit reports are available at: https://wuedata.water.ca.gov/		

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA1910179	Yes	17.4	Gallons per Service Connection per Day (GPSCD)	27810	525	16.9	6.8	Gallons per Service Connection per Day (GPSCD)	27810	201	6.5
Water Board's Calculated Water Loss Standards											
DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.											
NOTES:											

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
☐	Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	157	138	Yes		NA

DWR NOTES:
Suppliers calculating a 2025 GPCD will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies.
Suppliers that were part of a merger or consolidation since 2020 see Chapter 5 and Appendix P for guidance.
NA=Not Applicable

NOTES:

Submittal Table 6-1 Retail: Groundwater Volume Pumped Water Code Section 10631(4) and 10631(4)(c)							
☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.						
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)						
Groundwater Type **Drop Down List** May use each category multiple times	Potable or Non-Potable (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Alluvial Basin	Potable	San Fernando Basin	12,319	11,936	10,793	11,652	11,269
		Total	12,319	11,936	10,793	11,652	11,269
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES							

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area Water Code Section 10633(a)				
☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
100%	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
100%	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			**Recipient of Collected Wastewater**	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Add additional rows as needed				
LASAN	Metered	1,721	Hyperion WWTP, Place ID 232063	No
Burbank	Metered	7,614	Burbank WRP, Place ID 212135	Yes
Total Wastewater Received from UWMP Service Area in 2025:		9,335		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **Additional Guidance**: See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES:				

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area
Water Code Section 10633(b)

☐ **Check the box if no wastewater is treated or disposed of within the UWMP service area.**
Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	**2025 Outcomes of Treated Wastewater**										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
Add additional rows as needed														
Burbank WRP, Place ID 212135	No	7614	7,614	Tertiary	2,886	Tertiary	17	Tertiary	4711					
	Total	7,614	7,614		2,886		17		4,711		0		0	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
IPR: Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c),(d),(e)

☐	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.
Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	Burbank Water Reclamation Plant
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	Burbank Water and Power (Burbank)
Volume of Supplemental Water Added in 2025 (OPTIONAL) :	27
Source of 2025 Supplemental Water (OPTIONAL) :	Burbank Potable Supply

Use Type **Drop down list**	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	**Potential Recycled Water Use**	
									Volume	Narrative page number (OPTIONAL)
Add additional rows as needed										
Landscape irrigation (exc golf courses)	Non-Potable	Landscape Irrigation	992	1,200	1,200	1,200	1,200	1,200	1200	
Golf course irrigation	Non-Potable	Golf Course Irrigation	281	280	280	280	280	280	280	
Commercial use	Non-Potable	Mixed Cooling Tower and Landscaping	653	650	650	650	650	650	650	
Geothermal and other energy production	Non-Potable	Magnolia Power Plant and Olive Power Plant	986	1,200	1,200	1,200	1,200	1,200	1200	
Other (Description Required)	Non-Potable	Deliveries to LADWP	17	260	260	260	260	260	260	
Other (Description Required)	Non-Potable	Recycled Water Fill Stations	1	3	3	3	3	3	3	
		Subtotal Potable	0	0	0	0	0	0	0	
		Subtotal Non-Potable	2,930	3,593	3,593	3,593	3,593	3,593	3,593	
		Total	2930	3593	3593	3593	3593	3593	3593	

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use: a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
Water Code Section 10633(e)

☐	Check the box if recycled water was not used in 2025 nor previously projected for use in 2020. Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
Landscape irrigation (exc golf courses)	1,200	992
Golf course irrigation	230	281
Commercial use	650	653
Geothermal and other energy production	1,200	986
Other (Description Required)	260	17
Other (Description Required)	3	1
Total	3,543	2,930

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES: Actual recycled water use for landscape irrigation, geothermal and other energy production, deliveries to LADWP, and water truck fill station are more than 10% lower than projected in the 2020 UWMP due to fewer new conversions than anticipated and an overall decrease in water demands within the service area.

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633(f)			
☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
DPR Feasibility Study	Burbank is evaluating the feasibility of DPR. Assuming economic, political, and environmental feasibility, this project could potentially reuse all BWRP effluent.	TBD	TBD (a)
Recycled Water Exchange with LADWP	Burbank anticipates increasing recycled water exchanges with LADWP for groundwater credits.	Ongoing	260
Current Recycled Water Policy Enforcement	Whenever feasible, Burbank will provide recycled water to potential users. Potential new usage is continually identified.	Ongoing	200
		Total (AF)	460
		Unit Conversion to AF	460

DWR NOTES:
Units of measure (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
The unit conversion to Acre Feet addresses the Water Code's requirement that this value be provided in acre-feet.

NOTES:
(a) The DPR Feasibility Study is underway to evaluate the potential to implement DPR using effluent from the BWRP, which could yield approximately 2,500 AFY. However, because the study has not been finalized, this potential supply is not accounted for in this UWMP. If feasible, DPR supply will be included in future UWMPs.

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs Water Code Section 10631(f)							
☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.						
☑	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.						
11-Jun	Provide page location of narrative in the UWMP						
Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Add additional rows as needed							
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.							
NOTES:							

Submittal Table 6-8 Retail: Water Supplies — Actual Water Code Section 10631(b)				
Water Supply		2025		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Purchased or Imported Water	Treated water from MWD (a)	Potable	3,365	
Purchased or Imported Water	Raw water from MWD for spreading (b)	Potable	0	
Groundwater (not desalinated)	Groundwater from SFB (c)	Potable	11,269	
Recycled Water	Recycled water from BWRP (d)	Non-Potable	2,930	
		Subtotal Potable	14,634	0
		Subtotal Non-Potable	2,930	0
		Total	17,564	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:
(a) Burbank does not have a direct contract with MWD for purchased water and supplies are discretionary to match demand. Therefore, no "Total Entitlement" is shown.
(b) For completeness, raw water is included in Table 6 10 even though no water was spread in 2025 due to infrastructure upgrades and quagga mussel contamination in the untreated MWD water. While raw water supply is non-potable, it is recharged into the SFB and extracted to meet potable demands. Therefore, for purposes of this UWMP, this supply is categorized as potable. Additionally, Burbank does not have a direct contract with MWD for raw water spreading; supplies are discretionary to match demand. Therefore, no "Total Entitlement" is shown.
(c) “Total Entitlement” volume includes Burbank’s IRC, stored credits, and Physical Solution Water. ULARA Watermaster has not yet calculated this volume; therefore, no “Total Entitlement” is shown.
(d) Total recycled water supply includes recycled water sold to Burbank’s customers, recycled water delivered outside of the service area (i.e. exchanged with LADWP). This includes 27 AF of supplemental potable water to meet peak recycled water demands. Burbank does not have a specified “Total Entitlement” for recycled water.
(e) Total entitlement values are not provided because certain supplies do not have a fixed annual entitlement and are demand-dependent.
(f) Supply differs from demand in Table 4 1 due to metering inaccuracies and/or data errors.

Optional **Table 6-8DS: Source Water Desalination by Urban Water Supplier**											
☑	Check the box if the Supplier does not reduce salinity in either groundwater or surface water prior to distribution.										
Desalination Facility **Drop Down list**	Plant Capacity	Intake Type **Drop down list**	Source Water Type **Drop down list**	Influent TDS	Brine Discharge **Drop down list**	Volume of Water Desalinated					Name(s) of Agencies that Receive this Water
						2021 (AF)	**2022 (AF)**	**2023 (AF)**	**2024 (AF)**	**2025 (AF)**	
Add additional rows as needed											
					Total	0	0	0	0	0	
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submital Table 2-3. This table identifies the units of measure reported in Submittal Table 2-3.											
NOTES:											

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	**2030**		**2035**		**2040**		**2045**		**2050 (opt)**	
			Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed												
Purchased or Imported Water	Treated water from MWD (a)	Potable	10,878		16,357		16,303		16,202		16,023	
Purchased or Imported Water	Raw water from MWD for spreading (b)	Potable	7,370		7,275		7,286		7,306		7,342	
Groundwater (not desalinated)	Groundwater from SFB (c)	Potable	4,108		4,203		4,192		4,172		4,136	
Recycled Water	Recycled water from BWRP (d)	Non-Potable	3,593		3,593		3,593		3,593		3,593	
		Subtotal Potable	22,356	0	27,835	0	27,781	0	27,680	0	27,501	0
		Subtotal Non-Potable	3,593	0	3,593	0	3,593	0	3,593	0	3,593	0
		Total	25,949	0	31,428	0	31,374	0	31,273	0	31,094	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:
(a) "Reasonably Available Volume" is provided by MWD, included as Appendix E and adjusted to reflect the potential additive demands assuming that the development potential associated with the DTSP and MDSP is achieved by 2035. Burbank does not have a direct contract with MWD for purchased water; supplies are discretionary to match demand. Therefore, no "Total Entitlement" is shown.
(b) "Reasonably Available Volume" is provided by MWD, included as Appendix E. Raw water supply is non-potable. However, because it is recharged into the SFB and extracted to meet potable demands, this supply is categorized as a potable for purposes of this UWMP. Additionally, Burbank does not have a direct contract with MWD for raw water spreading; therefore, no "Total Entitlement" is shown.
(c) "Reasonably Available Volume" is calculated as the groundwater recovery projection provided by MWD, included as Appendix E, minus the raw water purchased for spreading to avoid double-counting, consistent with the 2025 UWMP Guidebook. "Total Entitlement" volume includes Burbank's IRC, stored credits, and Physical Solution Water, and varies by year. Therefore, no "Total Entitlement" is shown.
(d) Burbank does not have a specified "Total Entitlement" for recycled water; therefore, no "Total Entitlement" is shown.
(e) Total entitlement values are not provided because certain supplies do not have a fixed annual entitlement and are demand-dependent.

Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH				
Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	1/1/2025	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	AF	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		14,634		14,634
Energy Consumed (kWh)		5,135,318		5,135,318
Energy Intensity (kWh/vol. converted to MG)		1,077	-	1,077

DWR NOTES:

Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Metered Data

Data Quality Narrative:

Energy consumed during calendar year 2025 is based on the City's meters.

Narrative:

Burbank serves a combination of local groundwater pumped from the SFB and imported (treated and raw) water supplies from MWD. This excludes non-potable recycled water supply.

NOTES:

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)			
Year Type	**Base Year** If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	**Available Supplies if Year Type Repeats**	
		☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP]	
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	**% of Average Supply**
Average Year	1922-2021		100%
Single-Dry Year	1977		100%
Consecutive Dry Years 1st Year	1988		100%
Consecutive Dry Years 2nd Year	1989		100%
Consecutive Dry Years 3rd Year	1990		100%
Consecutive Dry Years 4th Year	1991		100%
Consecutive Dry Years 5th Year	1992		100%

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	25,949	31,428	31,374	31,273	31,094
Use totals (autofill from Submittal Table 4-2 R)	25,949	31,428	31,374	31,273	31,094
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals	25,814	31,263	31,209	31,109	30,931
Use totals	25,814	31,263	31,209	31,109	30,931
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison Water Code Section 10635(a)						
		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	25,566	31,655	31,922	31,848	31,715
	Use totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	25,566	31,655	31,922	31,848	31,715
	Use totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	25,566	31,655	31,922	31,848	31,715
	Use totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	25,566	31,655	31,922	31,848	31,715
	Use totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	25,566	31,655	31,922	31,848	31,715
	Use totals	25,566	31,655	31,922	31,848	31,715
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.						
NOTES:						

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)	
2026	**Total**
Total Water Use (AF)	18,847
Total Supplies (AF)	18,847
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2027	**Total**
Total Water Use (AF)	20,527
Total Supplies (AF)	20,527
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2028	**Total**
Total Water Use (AF)	22,207
Total Supplies (AF)	22,207
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2029	**Total**
Total Water Use (AF)	23,886
Total Supplies (AF)	23,886
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2030	**Total**
Total Water Use (AF)	25,566
Total Supplies (AF)	25,566

Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels Water Code Section 10632(a)(3)(B)			
☐	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%	Implement Stage I of Burbank's	Up to 10%
2	Up to 20%	Implement Stage II of Burbank's	Up to 20%
3	Up to 30%	Implement Stage III of Burbank's	Up to 30%
4	Up to 40%	Implement Stage IV of Burbank's	Up to 40%
5	Up to 50%	Implement Stage V of Burbank's	Up to 50%
6	>50%	Implement Stage VI of Burbank's	>50%
NOTES:			

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
Up to 10%	No action taken	0%		Burbank will not use supply augmentation to mitigate shortfalls. Short-term shortfalls may be mitigated with emergency supply interties with adjacent water supply systems.
10-20%	No action taken	0%		
20-30%	No action taken	0%		
30-40%	No action taken	0%		
40-50%	No action taken	0%		
>50%	No action taken	0%		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				
NOTES:				

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B),(D), and (E)					
	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
1	Landscape – Limit landscape irrigation to specific days	3%		Do not water outdoor landscaped areas more than fifteen (15) minutes per day per station and no more than three (3) days per week, year-round. Areas watered with low volume irrigation systems that require additional spray time are exempt from the 15-minute time restriction of this requirement, but must comply with the three (3) days per week watering limit. The three allowable irrigation days are Tuesdays, Thursdays and Saturdays. With the exception of attended hand- watering, irrigation will not be allowed any day outside of the requirement listed here. Attended hand-watering is allowed any day of the week. Do not water outdoor landscaped areas on rainy days and at least two days thereafter.	
1	Landscape - Limit landscape irrigation to specific times	2%		Do not water outdoor landscaped areas between the hours of 9:00 a.m. to 6:00p.m. or during daylight hours from November through March except by use of attended hand-watering, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system	
1	Landscape - Restrict or prohibit runoff from landscape irrigation	1%		Adjust sprinklers and irrigation systems to eliminate overspray and avoid run-off into streets, sidewalks, parking lots, alleys or other paved surfaces	
1	Other - Prohibit use of potable water for washing hard surfaces	2%		Do not hose or wash driveways, patios, sidewalks, or other hard or paved surfaces except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a high pressure, low volume spray hose using only potable water with no cleaning agents at an average water usage of 0.006 gallons per square feet of sidewalk area in accordance with Resolution No. 98-08 issued by the Los Angeles Regional Water Quality Control Board, or a low-volume, high-pressure cleaning machine equipped to recycle any water used.	
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	2%		No additional explanation	
1	Other	1%		When washing vehicles, use a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off device. This does not apply to any commercial car washing facility.	
1	CII - Restaurants may only serve water upon request	<1%		No additional explanation	
1	CII - Lodging establishment must offer opt out of linen service	<1%		No additional explanation	
1	CII - Other CII restriction or prohibition	0%		Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.	
1	Water Features - Restrict water use for decorative water features, such as fountains	1%		Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.	
1	Other	<1%		Installation of single pass cooling systems is prohibited in buildings requesting new water service.	
1	Other	<1%		Installation of non-re-circulating water systems is prohibited in new commercial conveyor car wash and new commercial laundry systems.	
1	Other	<1%		All commercial conveyor car wash systems and commercial laundry systems must have installed operational re-circulating water systems.	
1	Landscape - Other landscape restriction or prohibition	2%		Do not irrigate ornamental turf on public street medians.	
2	Landscape - Limit landscape irrigation to specific days	1%		Landscape watering limited to 15 minutes/day. Three days per week (Tuesdays, Thursdays and Saturdays) April – October, and one day per week (Saturday), November - March	
3	Landscape - Limit landscape irrigation to specific days	1%		Landscape watering limited to 15 minutes/day, two days per week (Tuesdays and Thursdays), April – October. Areas watered with low volume irrigation systems that require additional spray time are exempt from the 15-minute time restriction.	
3	Other	<1%		Use of outdoor cooling devices (misters) prohibited	
3	Landscape – Prohibit certain types of landscape irrigation	1%		Hand watering also prohibited between 9AM and 6 PM	
3	Other water feature or swimming pool restriction	2%		Use of pool and spa covers required	
4	Landscape – Limit landscape irrigation to specific days	5%		Landscape watering limited to one day per week	
5	Landscape - Prohibit certain types of landscape irrigation	5%		Watering limited to deep irrigation of trees and shrubs, 20 min, 2 days per month	
5	Other	5%		No new or upgraded potable water services permitted, except R-1 and R-2, unless building permit already issued	
6	Landscape - Prohibit all landscape irrigation	10%		No additional explanation	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES: All demand reduction actions from previous stages remain in effect as the City progresses to a higher shortage level.					

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
City of Glendale (a)	Yes	Yes
City of Los Angeles (a)	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
Los Angeles County	Yes	Yes
NOTES: (a) Burbank provided a 60 Day Notice to the City of Los Angeles and Glendale due to geographical proximity and to ensure regional alignment in water management.		

Appendix C: Reduced Delta Reliance

CITY OF BURBANK

Reduced Reliance on the Delta

DRAFT | May 2026
EKI C50205.00

EKI ENVIRONMENT & WATER, INC.
www.ekiconsult.com
2001 Junipero Serra Blvd, Suite 300 • Daly City, CA 94014

The purpose of this document is to demonstrate compliance with the Sacramento-San Joaquin Delta Reform Act of 2009. The Sacramento-San Joaquin Delta Reform Act of 2009 is described below, followed by an analysis of the City of Burbank's (City or Burbank) reduced reliance in accordance with State protocols and expected outcomes for reduced reliance on the Sacramento-San Joaquin Delta (Delta).

1 SACRAMENTO-SAN JOAQUIN DELTA REFORM ACT OF 2009

Under the Sacramento-San Joaquin Delta Reform Act of 2009, state and local public agencies proposing a "covered action" in the Sacramento-San Joaquin Delta (Delta) must submit a written certification of consistency to the Delta Stewardship Council as to whether the covered action is consistent with applicable Delta Plan policies. Covered actions include a multi-year water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Delta. Anyone may appeal a certification of consistency, and if the Delta Stewardship Council grants the appeal, the covered action may not be implemented until the agency proposing the covered action submits a revised certification of consistency, and either no appeal is filed, or the Delta Stewardship Council denies the subsequent appeal.

An urban water supplier that anticipates participating in or receiving water from a proposed covered action is required to provide information in their 2015 and subsequent Urban Water Management Plans (UWMPs) that can then be used in the covered action process to demonstrate consistency with Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (WR P1).

WR P1 details what is needed for a covered action to demonstrate consistency with reduced reliance on the Delta and improved regional self-reliance. WR P1 subsection (a) states that:

(a) Water shall not be exported from, transferred through, or used in the Delta if all of the following apply:
(1) One or more water suppliers that would receive water as a result of the export, transfer, or use have failed to adequately contribute to reduced reliance on the Delta and improved regional self-reliance consistent with all of the requirements listed in paragraph (1) of subsection (c);
(2) That failure has significantly caused the need for the export, transfer, or use; and
(3) The export, transfer, or use would have a significant adverse environmental impact in the Delta.

WR P1 subsection (c)(1) further defines what adequately contributing to reduced reliance on the Delta means in terms of (a)(1) above.

(c)(1) Water suppliers that have done all the following are contributing to reduced reliance on the Delta and improved regional self-reliance and are therefore consistent with this policy:

(A) Completed a current Urban or Agricultural Water Management Plan (Plan) which has been reviewed by the California Department of Water Resources for compliance with the applicable requirements of Water Code Division 6, Parts 2.55, 2.6, and 2.8;
(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta; and
(C) Included in the Plan, commencing in 2015, the expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance. The expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance shall be reported in the Plan

as the reduction in the amount of water used, or in the percentage of water used, from the Delta watershed. For the purposes of reporting, water efficiency is considered a new source of water supply, consistent with Water Code section 1011(a).

The analysis and documentation provided below include all of the elements described in WR P1(c)(1) that need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action. Including this document as an appendix in the 2015 and subsequent UWMPs fulfills the requirements of WR P1 subsection (c)(1) Paragraph A.

2 REDUCED RELIANCE ANALYSIS

The City obtains a portion of its supplies through purchases from the Metropolitan Water District of Southern California (MWD). MWD supplies imported water sourced from the Delta via the State Water Project (SWP) and the Colorado River via the Colorado River Aqueduct (CRA). Additionally, MWD supports the Delta Conveyance Project (DCP), which is a covered action under the Delta Reform Act. Therefore, the City has prepared a Regional Self Reliance and Reduced Delta Reliance analysis conservatively assuming that all purchased imported water supplies are sourced from the Delta.

The methodology used to determine the City's reduced Delta reliance and improved regional self-reliance is consistent with the approach detailed in Appendix C of Department of Water Resources' (DWR) Urban Water Management Plan Guidebook 2025 (Guidebook Appendix C) issued in January 2026, including the use of narrative justifications for the accounting of supplies and the documentation of specific data sources. Some of the key assumptions underlying the City's demonstration of reduced reliance include:

- All data were obtained from the current 2025 UWMP or previously adopted UWMPs and represent average or normal water year conditions.
- All analyses were conducted at the service area level, focusing on the City's demands and supplies.
- No projects or programs that are described in the UWMPs as "Projects Under Development" were included in the accounting of supplies.

Tables 1 through 4 present the analysis of the City's reduced Delta reliance using DWR's spreadsheet tool and fulfill the requirements of WR P1 subsection (c)(1) Paragraph C. Descriptions of the various inputs of the analysis are provided below:

- **Baseline (2010) and 2015-2050 Conditions** – The analysis uses a normal water year representation of 2010 as the baseline, which is consistent with the approach described in DWR's Guidebook. Data for the 2010 baseline were taken from the 2010 UWMP. To evaluate conditions relative to the baseline, actual conditions for 2015, 2020, and 2025 of the corresponding UWMPs are presented. Normal year projections for 2030 through 2050 from the 2025 UWMP are then subsequently used.
- **Service Area Water Demands with Water Use Efficiency Accounted For** – These values reflect the City's actual and projected water use.
- **Non-Potable Water Demands** – This item includes recycled water, untreated water demands, raw water losses, and/or water placed in storage, if applicable to the system.
- **Water Supplies Contributing to Regional Self-Reliance**

- **Water Use Efficiency** – This amount is calculated by DWR's spreadsheet tool based on the City's baseline demand, actual demands, and expected future demands. The value shown is the reduction in per capita water demand from the baseline (2010) multiplied by the projected population for each.
- **Water Recycling –** This is wastewater that is treated to an acceptable level such that it can be reused for irrigation, cooling, and other non-potable applications.

- **Water Supplies from the Delta Watershed**
  - **CVP/SWP Contract Supplies** – the City derives a portion of its supplies from MWD, who is a SWP Contractor that obtains a portion of its water supply from the Delta via the SWP.

3 EXPECTED OUTCOMES FOR REDUCED RELIANCE ON THE DELTA

As stated in WR P1(c)(1)(C), the policy requires that, commencing in 2015, UWMPs include expected outcomes for measurable reduction in Delta reliance and improved regional self-reliance. WR P1 further states that those outcomes shall be reported in the UWMP as the reduction in the amount of water used, or in the percentage of water used, from the Delta.

The following provides a summary of the near-term (2030) and long-term (2050) expected outcomes for the City's Delta reliance and regional self-reliance based on the assumptions described in the previous section and DWR's analysis tool.

Expected Outcomes for Regional Self-Reliance

- Near-term (2030) – Normal water year regional self-reliance is expected to increase by 10% from the 2010 baseline (see Table 3).
- Long-term (2050) – Normal water year regional self-reliance is expected to decrease by 5.3% from the 2010 baseline (see Table 3).

Expected Outcomes for Percent of Water Supplies from the Delta Watershed

- Near-term (2030) – Normal water year reliance on supplies from the Delta watershed is expected to decrease by 5.6% relative to the 2010 baseline (see Table 4).
- Long-term (2050) – Normal water year reliance on supplies from the Delta watershed is expected to increase slightly by 1% relative to the 2010 baseline (see Table 4).

The results indicate that the City is measurably reducing reliance on the Delta and improving regional self-reliance, based on the percentage of the City's water supplies from the Delta Watershed. Additionally, the regional analysis prepared by the MWD (2025 UWMP Appendix 10) demonstrates that, at a regional scale, reliance on Delta supplies is projected to decrease over the planning horizon as a result of continued investments in supply diversification, conservation, and storage. Accordingly, while reductions are limited at the local level due to system constraints, the City contributes to and benefits from broader regional efforts to reduce Delta reliance

Appendix D: Documentation of Notifications/Postings

[Public hearing notice and proof of publication to be added during public review period]

CITY OF BURBANK
WATER AND POWER

March 23, 2026

Chisom Obegolu
Chief Assistant General Manager, Water
141 N. Glendale Ave., Suite 420
Glendale, CA 91206-4976

Subject: Notice of Preparation of Urban Water Management Plan and Water Shortage Contingency Plan - 2025 Update

Dear Mr. Obegolu,

The Urban Water Management Planning Act (California Water Code §10608–10656) requires Burbank Water and Power (BWP) to update its Urban Water Management Plan (UWMP) and associated Water Shortage Contingency Plan (WSCP) every 5 years. The updated UWMP and WSCP are due July 1, 2026.

BWP is currently reviewing its existing UWMP and associated WSCP, which were updated in 2021, and considering revisions to the documents. Coordination with water suppliers, cities, and counties is an important part of the preparation of BWP's 2025 UWMP and WSCP. We invite your agency's participation in this revision process. We are available to discuss the assumptions used in the development of the plans including available water supply, water demands, land use, as well as other aspects of the plans.

A draft of the 2025 UWMP and WSCP will be made available for public review, and a public hearing will be scheduled in 2026. In the meantime, if you would like more information regarding BWP's 2020 UWMP and WSCP and the schedule for updating these documents, or if you would like to participate in the preparation of the 2025 UWMP and WSCP, please contact Michelle Elorde at:

Burbank Water and Power
164 W. Magnolia Blvd., Burbank, CA 91502
(818) 238-3500
MElorde@burbankca.gov

Sincerely,

Richard H. Wilson, P.E.
Assistant General Manager, Water Systems

c: Project file

WATER AND POWER

March 23, 2026

County of Los Angeles
Chief Executive Office
Kenneth Hahn Hall of Administration
500 W. Temple St.
Los Angeles, CA 90012

Subject: Notice of Preparation of Urban Water Management Plan and Water Shortage Contingency Plan - 2025 Update

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Sincerely,

Richard H. Wilson, P.E.
Assistant General Manager, Water Systems

c: Project file

CITY OF BURBANK
WATER AND POWER

March 23, 2026

Mr. David R. Pettijohn
Director of Water Resources
111 N. Hope St Room 1460
Los Angeles, CA 90012

Subject: Notice of Preparation of Urban Water Management Plan and Water Shortage Contingency Plan - 2025 Update

Dear Mr. Pettijohn,

The Urban Water Management Planning Act (California Water Code §10608–10656) requires Burbank Water and Power (BWP) to update its Urban Water Management Plan (UWMP) and associated Water Shortage Contingency Plan (WSCP) every 5 years. The updated UWMP and WSCP are due July 1, 2026.

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Richard H. Wilson, P.E.
Assistant General Manager, Water Systems

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CITY OF BURBANK
WATER AND POWER

May 29, 2026

Chisom Obegolu
Chief Assistant General Manager, Water
141 N. Glendale Ave., Suite 420
Glendale, CA 91206-4976

Subject: Notice of Preparation of Burbank's 2025 Urban Water Management Plan

Dear Mr. Obegolu,

Every five years, Burbank Water and Power (BWP) is required to develop a State-mandated Urban Water Management Plan (UWMP). State law provides a framework for how water suppliers such as BWP are to carry out their long-term resource planning responsibilities through the UWMP. Specifically, suppliers are to assess supplies and demand, consider and analyze actions to be taken during droughts, and commit to implementing demand management strategies to encourage efficient water use.

This letter serves as notice that an updated UWMP and WSCP is currently under development. Pursuant to California Water Code Section 10621(b), the required 60-day notice was sent to you on March 23, 2026. This letter is to inform you that the City Council public hearing, at which the updated UWMP and WSCP will be considered for adoption, is scheduled for June 16, 2026.

The Draft UWMP, which includes the WSCP, is available on BWP's website for review and public comment prior to the public hearing at: www.burbankwaterandpower.com/UWMP.

If you would like more information or have any questions, please contact Asif Sheikh, Manager Water Engineering & Planning, at 818-238-3500 or ASheikh@burbankca.gov.

Sincerely,

Richard H. Wilson, P.E.
Assistant General Manager, Water Systems

RHW:as

c: Project file

164 WEST MAGNOLIA BOULEVARD
BURBANK, CA 91502

WATER AND POWER

May 29, 2026

County of Los Angeles
Chief Executive Office
Kenneth Hahn Hall of Administration
500 W. Temple St.
Los Angeles, CA 90012

Subject: Notice of Preparation of Burbank's 2025 Urban Water Management Plan

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Sincerely,

Richard H. Wilson, P.E.
Assistant General Manager, Water Systems

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c: Project file

164 WEST MAGNOLIA BOULEVARD
BURBANK, CA 91502

BURBANKWATERANDPOWER.COM

WATER AND POWER

May 29, 2026

Mr. David R. Pettijohn
Director of Water Resources
111 N. Hope St Room 1460
Los Angeles, CA 90012

Subject: Notice of Preparation of Burbank's 2025 Urban Water Management Plan

Dear Mr. Pettijohn,

Every five years, Burbank Water and Power (BWP) is required to develop a State-mandated Urban Water Management Plan (UWMP). State law provides a framework for how water suppliers such as BWP are to carry out their long-term resource planning responsibilities through the UWMP. Specifically, suppliers are to assess supplies and demand, consider and analyze actions to be taken during droughts, and commit to implementing demand management strategies to encourage efficient water use.

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Assistant General Manager, Water Systems

RHW:as

c: Project file

164 WEST MAGNOLIA BOULEVARD
BURBANK, CA 91502

BURBANKWATERANDPOWER.COM

Appendix E: Metropolitan Water District of Southern California Demand Projections

City of Burbank

Normal Year

(Average of 1922-2021 Hydrology)

Demographics[1]	2030	2035	2040	2045	2050
Total Population	109,467	111,608	112,775	113,430	113,123
Househould Population	108,758	110,876	112,064	112,733	112,446
Occupied Housing Units	47,165	48,741	49,736	50,329	50,443
Single Family	*22,673*	*23,487*	*23,780*	*24,004*	*24,041*
Multi-Family	*24,492*	*25,254*	*25,956*	*26,325*	*26,402*
Persons Per Household	2.31	2.27	2.25	2.24	2.23
Urban Employment	138,429	144,590	145,703	145,546	145,482

Conservation	2030	2035	2040	2045	2050
Conservation[2]	6,287	6,720	7,129	7,531	7,908
Installed Active Device Through FY2024/25	330	210	146	96	28
Code-Based and Price-Effect Savings	5,956	6,510	6,982	7,434	7,881

Total Demands After Conservation	2030	2035	2040	2045	2050
Total Demand	27,911	28,288	28,245	28,165	28,022
Retail Municipal and Industrial[3]	20,541	21,013	20,959	20,858	20,679
Retail Agricultural	0	0	0	0	0
Seawater Barrier	0	0	0	0	0
Groundwater Replenishment	7,370	7,275	7,286	7,306	7,342

Local Supplies	2030	2035	2040	2045	2050
Total Local Supplies	14,674	14,678	14,678	14,678	14,678
Groundwater Production	0	0	0	0	0
Surface Production	0	0	0	0	0
Los Angeles Aqueduct	0	0	0	0	0
Seawater Desalination	0	0	0	0	0
Groundwater Recovery	11,478	11,478	11,478	11,478	11,478
Recycling	3,196	3,200	3,200	3,200	3,200
M&I and Agricultural	*3,196*	*3,200*	*3,200*	*3,200*	*3,200*
Groundwater Replenishment	*0*	*0*	*0*	*0*	*0*
Seawater Barrier	*0*	*0*	*0*	*0*	*0*
Other Non-Metropolitan Imports	0	0	0	0	0

Demands on Metropolitan	2030	2035	2040	2045	2050
Total Metropolitan Demands[4]	13,237	13,610	13,567	13,487	13,344
Consumptive Use	5,867	6,335	6,281	6,180	6,001
Seawater Barrier	0	0	0	0	0
Replenishment Water	7,370	7,275	7,286	7,306	7,342

All units are acre-feet except in Demographics Section. Totals may not foot due to rounding.

1. Based on SCAG's 2024 Regional Transportation Plan.
2. Includes code-based, price-effect and existing active savings through fiscal year 2024/25. Does not include future active conservation savings. Conservation is 1990 base year.
3. Retail M&I projections include conservation.
4. Replenishment water includes direct and in-lieu replenishment.

City of Burbank

Single Dry-Year
(Repeat of 1977 Hydrology)

Demographics[1]	2030	2035	2040	2045	2050
Total Population	109,467	111,608	112,775	113,430	113,123
Househould Population	108,758	110,876	112,064	112,733	112,446
Occupied Housing Units	47,165	48,741	49,736	50,329	50,443
Single Family	*22,673*	*23,487*	*23,780*	*24,004*	*24,041*
Multi-Family	*24,492*	*25,254*	*25,956*	*26,325*	*26,402*
Persons Per Household	2.31	2.27	2.25	2.24	2.23
Urban Employment	138,429	144,590	145,703	145,546	145,482

Conservation	2030	2035	2040	2045	2050
Conservation[2]	6,287	6,720	7,129	7,531	7,908
Installed Active Device Through FY2024/25	330	210	146	96	28
Code-Based and Price-Effect Savings	5,956	6,510	6,982	7,434	7,881

Total Demands After Conservation	2030	2035	2040	2045	2050
Total Demand	27,825	28,200	28,157	28,077	27,935
Retail Municipal and Industrial[3]	20,434	20,903	20,849	20,749	20,571
Retail Agricultural	0	0	0	0	0
Seawater Barrier	0	0	0	0	0
Groundwater Replenishment	7,391	7,297	7,308	7,328	7,364

Local Supplies	2030	2035	2040	2045	2050
Total Local Supplies	14,674	14,678	14,678	14,678	14,678
Groundwater Production	0	0	0	0	0
Surface Production	0	0	0	0	0
Los Angeles Aqueduct	0	0	0	0	0
Seawater Desalination	0	0	0	0	0
Groundwater Recovery	11,478	11,478	11,478	11,478	11,478
Recycling	3,196	3,200	3,200	3,200	3,200
M&I and Agricultural	*3,196*	*3,200*	*3,200*	*3,200*	*3,200*
Groundwater Replenishment	*0*	*0*	*0*	*0*	*0*
Seawater Barrier	*0*	*0*	*0*	*0*	*0*
Other Non-Metropolitan Imports	0	0	0	0	0

Demands on Metropolitan	2030	2035	2040	2045	2050
Total Metropolitan Demands[4]	13,151	13,522	13,479	13,399	13,257
Consumptive Use	5,760	6,225	6,171	6,071	5,893
Seawater Barrier	0	0	0	0	0
Replenishment Water	7,391	7,297	7,308	7,328	7,364

All units are acre-feet except in Demographics Section. Totals may not foot due to rounding.

1. Based on SCAG's 2024 Regional Transportation Plan.
2. Includes code-based, price-effect and existing active savings through fiscal year 2024/25.
   Does not include future active conservation savings. Conservation is 1990 base year.
3. Retail M&I projections include conservation.
4. Replenishment water includes direct and in-lieu replenishment.

City of Burbank

Drought Lasting Five Consecutive Years
(Repeat of 1988-1992 Hydrology)

Demographics[1]	2030	2035	2040	2045	2050
Total Population	109,467	111,608	112,775	113,430	113,123
Househould Population	108,758	110,876	112,064	112,733	112,446
Occupied Housing Units	47,165	48,741	49,736	50,329	50,443
Single Family	*22,673*	*23,487*	*23,780*	*24,004*	*24,041*
Multi-Family	*24,492*	*25,254*	*25,956*	*26,325*	*26,402*
Persons Per Household	2.31	2.27	2.25	2.24	2.23
Urban Employment	138,429	144,590	145,703	145,546	145,482

Conservation	2030	2035	2040	2045	2050
Conservation[2]	6,287	6,720	7,129	7,531	7,908
Installed Active Device Through FY2024/25	330	210	146	96	28
Code-Based and Price-Effect Savings	5,956	6,510	6,982	7,434	7,881

Total Demands After Conservation	2030	2035	2040	2045	2050
Total Demand	27,668	28,410	28,539	28,472	28,352
Retail Municipal and Industrial[3]	20,238	21,165	21,325	21,242	21,092
Retail Agricultural	0	0	0	0	0
Seawater Barrier	0	0	0	0	0
Groundwater Replenishment	7,430	7,245	7,213	7,230	7,259

Local Supplies	2030	2035	2040	2045	2050
Total Local Supplies	14,672	14,676	14,678	14,678	14,678
Groundwater Production	0	0	0	0	0
Surface Production	0	0	0	0	0
Los Angeles Aqueduct	0	0	0	0	0
Seawater Desalination	0	0	0	0	0
Groundwater Recovery	11,478	11,478	11,478	11,478	11,478
Recycling	3,194	3,198	3,200	3,200	3,200
M&I and Agricultural	*3,194*	*3,198*	*3,200*	*3,200*	*3,200*
Groundwater Replenishment	*0*	*0*	*0*	*0*	*0*
Seawater Barrier	*0*	*0*	*0*	*0*	*0*
Other Non-Metropolitan Imports	0	0	0	0	0

Demands on Metropolitan	2030	2035	2040	2045	2050
Total Metropolitan Demands[4]	12,996	13,733	13,861	13,794	13,674
Consumptive Use	5,566	6,488	6,647	6,564	6,414
Seawater Barrier	0	0	0	0	0
Replenishment Water	7,430	7,245	7,213	7,230	7,259

All units are acre-feet except in Demographics Section. Totals may not foot due to rounding.

1. Based on SCAG's 2024 Regional Transportation Plan.
2. Includes code-based, price-effect and existing active savings through fiscal year 2024/25.
   Does not include future active conservation savings. Conservation is 1990 base year.
3. Retail M&I projections include conservation.
4. Replenishment water includes direct and in-lieu replenishment.

Appendix F: City of Burbank Hazard Mitigation Plan

CITY OF BURBANK

Local Hazard Mitigation Plan

January 2023

CREDITS

ACKNOWLEDGMENTS

City of Burbank

- ✓ Jess Talamantes, Mayor
- ✓ Konstantine Anthony, Vice-Mayor
- ✓ Bob Frutos, City Council Member
- ✓ Nick Schultz, City Council Member
- ✓ Sharon Springer, City Council Member
- ✓ Justin Hess, City Manager
- ✓ Judie Wilke, Assistant City Manager
- ✓ Eric Garcia, Fire Chief
- ✓ Eric Baumgardner, Emergency Management Coordinator
- ✓ Channing Reyes, Intermediate Clerk
- ✓ Matthew Smyj, Emergency Management Intern

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MAPPING AND VISUAL PRODUCTS

The maps and other visual aids in this plan were provided by the City of Burbank, County of Los Angeles, State of California, Federal Emergency Management Agency (FEMA), other Federal Agencies, or were acquired from public domain sources. Care was taken in the creation of the maps contained in this plan; however, they are provided "as is." The City of Burbank cannot accept any responsibility for errors, omissions, or positional inaccuracies; therefore, there are no warranties that accompany these products (maps, images, tables). Although information from land surveys may have been used in the creation of these products, in no way does this product represent or constitute a land survey. Users are cautioned to verify field information on visual products used in this document before making any decisions.

MANDATED CONTENT

In an effort to assist the readers and reviewers of this document, the jurisdiction has inserted “markers” emphasizing mandated content as identified in the Disaster Mitigation Act of 2000 (Public Law – 390). The following example is a sample marker:

EXAMPLE

Q&A | ELEMENT A: PLANNING PROCESS | A1a
Q: Does the plan document the planning process, including how it was prepared (with a narrative description, meeting minutes, sign-in sheets, or another method)? (Requirement §201.6(c)(1)) *A:*

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Section 1 OFFICIAL RECORD OF ADOPTION

This section provides an overview of the Disaster Mitigation Act of 2000 (DMA 2000; Public Law 106-390), the adoption of this Local Hazard Mitigation Plan (LHMP) by the local governing body and supporting documentation for the adoption.

1.1 DISASTER MITIGATION ACT OF 2000

The DMA 2000 was passed by Congress to emphasize the need for mitigation planning to reduce vulnerability to natural and human-caused hazards. The DMA 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 United States Code 5121 et seq.) by repealing the Act's previous Mitigation Planning section (409) and replacing it with a new Mitigation Planning section (322).

To implement the DMA 2000 planning requirements, the Federal Emergency Management Agency (FEMA) published an Interim Final Rule in the Federal Register on February 26, 2002 (FEMA 2002a). This rule (44 Code of Federal Regulations [CFR] Part 201) established the mitigation planning requirements for states, tribes, and local communities. The planning requirements are described in detail in Section 2 and identified in their appropriate sections throughout the Burbank Hazard Mitigation Plan (the Plan).

1.2 ADOPTION BY THE LOCAL GOVERNING BODY AND SUPPORTING DOCUMENTATION

The requirements for the adoption of an LHMP by the local governing body, as stipulated in the DMA 2000 and its implementing regulations, are described below.

DMA 2000 REQUIREMENTS: PREREQUISITES
Adoption by the Local Governing Body Requirement §201.6(c)(5): [The local hazard mitigation plan shall include] documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council). **Element** ● Has the local governing body adopted the plan? ● Is supporting documentation, such as a resolution, included? Source: FEMA, March 2004.

The City of Burbank (the City) LHMP meets the requirements of Section 409 of the Stafford Disaster Relief and Emergency Assistance Act and Section 322 of the DMA 2000. This LHMP has been prepared by the City's Hazard Mitigation Planning Team (Planning Team), made available for review to the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) prior to being presented for review and adoption by the City Council via resolution. This resolution is available below in Appendix B.

Section 2 COMMUNITY DESCRIPTION

This section describes the history, location, and environment of the City as well as its government, demographic information, and current land use and development trends.

Q&A | ELEMENT B3: JURISDICTION SUMMARY
Q: Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(b)(3)) A: See **2.1 HISTORY AND LOCATION**, and **2.2 ENVIRONMENT** below.

2.1 HISTORY AND LOCATION

The City of Burbank is located in the eastern part of the San Fernando Valley, in Los Angeles County, approximately 12 miles from downtown Los Angeles. It is bordered by the cities of Glendale to the east, North Hollywood and Toluca Lake on the west, and Griffith Park to the south. The Verdugo Hills (AKA, Verdugo Mountains or simply "the Verdugos") form the northern border. The location of Burbank is illustrated in the Figure 1 below.

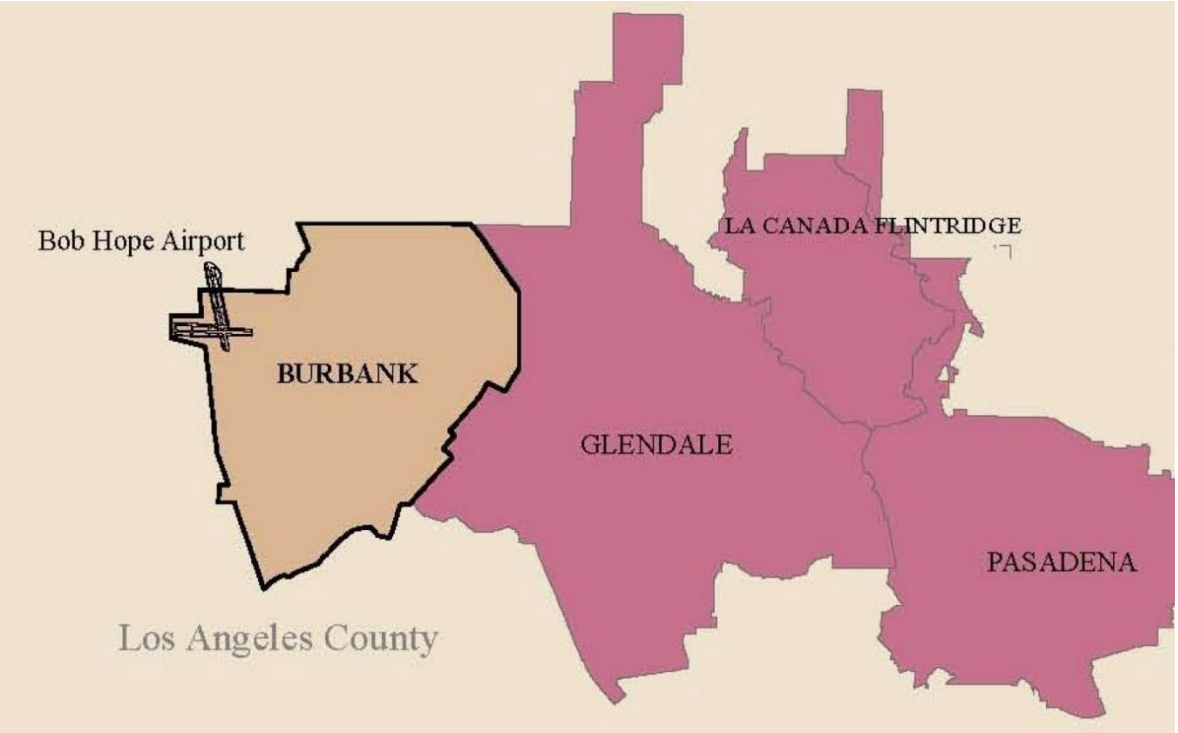


Figure 1 Burbank Location Data

Incorporated in 1911, the City occupies an area of about 17.4 square miles, of which about one-fourth is in the Verdugo Hills. The latest U.S. Census population estimate for Burbank (2019) is 102,511, an increase of about 2.0% since the 2010 census. The official City website notes that Burbank's history is built on people, pride, and progress. These ingredients turned a sleepy, rural town into the thriving community it is today.

Originally part of two Spanish and Mexican-era colonial land grants, Rancho San Rafael and Rancho Providencia, the area that would become Burbank was settled across the 1870s and 1880s. Important steps

in the development of Burbank occurred in 1874 with the arrival of the Southern Pacific Railroad and in 1887 with establishment of a water system. Even with these arrivals, the town remained small at about 500 residents by the time it was incorporated. In 1920, the town had grown to 3,000 people and expanded rapidly through the 1950s as shown by the U.S. Census data in Table 1.

Census	Population	Percent Change
1920	2,913	n/a
1930	16,662	472.0%
1940	34,337	106.1%
1950	78,577	128.8%
1960	90,115	14.7%
1970	88,871	-1.4%
1980	84,625	-4.8%
1990	93,635	10.6%
2000	100,316	7.1%
2009 [1]	103,121	2.8%

Table 1 Burbank Population Data*

* U.S. Census Data. For reporting purposes, the Burbank Water and Power Department uses California Department of Finance population data, which may differ from Census data.

While growth from the 1920s to the 1950s was fueled by rapid expansion of the motion picture and aviation industries, the City's population declined in the 1960s and 1970s. Population and economic growth rebounded in the 1980s and since then Burbank has had a thriving economy with strong redevelopment and revitalization of the City's economic base. Today, it is a prominent media and entertainment hub, which prides itself on a high quality of life, combining 21st century technology and innovation while retaining a small-town ambiance. Burbank is indeed, a city of "people, pride, and progress." The City has two distinct geographic areas. Much of the land is in the San Fernando Valley, with generally flat topography and elevations around 500-feet. The northeastern part of Burbank extends from an alluvial fan into the foothills of the Verdugo Hills with elevations reaching about 2,600-feet.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a
Q: Does the plan include a general description of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **2.2 ENVIRONMENT** below.

2.2 ENVIRONMENT

Some natural hazards, such as earthquakes, flooding, and drought, pose a hazard to the entire city of Burbank, with the level of risk varying with location soil type and construction. Other hazards, such as high winds, landslides, mudslides and wildland/urban interface fires pose a much greater risk in the foothill areas. Slopes

range from less than three percent in the valley floor areas, from three percent to ten percent in the alluvial fan areas, and to greater than ten percent in the hill areas.

The major waterways in the City include the Los Angeles River Flood Control Channel along Highway 5, the Burbank Western Flood Control Channel, and the Lockheed Drain Channel. The 2008 FEMA Flood Insurance Study for Los Angeles County identifies the Los Angeles River as the primary flood hazard however later FIRM studies for the confluence of the Burbank Western and Lockheed Drain Channels as having a greater risk.

The area's climate is subtropical with average highs ranging from 67° in January to 90° in August. Average lows range from 41° in December to 62° in July and August. Record high and low temperatures are 113° and 22°, respectively. Mean annual rainfall is about 16.5 inches, with more than 90% of the rainfall occurring from November to April, with about two-thirds of annual rainfall between January and March. The respective record low and high annual precipitation amounts are 0.57 inches (1939) and 39.77 inches (1983). The mean average snowfall is about 0.1 inch, although measurable snow has occurred only six times from 1938 to 2006. The record snowfall of 4.7 inches which occurred in January 1948 accounts for much of the mean average snowfall. Other notable snowfalls were 0.5 inches in March 1950 and 0.10 inches on four occasions. The last measurable snowfall occurred in January 1966. The historical climate data above are for the Burbank Valley Pumping Plant meteorological station with a period of record from 1938 through 2006 as compiled by the Western Regional Climate Center.

2.3 GOVERNMENT

Burbank is a charter city with a City Council – City Manager form of government. The City Council serves as the elected legislative and policy-making body of the City, enacting all laws and directing all actions necessary to provide for the general welfare of the community through appropriate programs, services, and activities. The City Council is the body which formally adopts the Local Hazard Mitigation Plan.

The City government has 14 departments, all of which have roles in hazard mitigation planning, community outreach efforts, and/or the implementation of mitigation action items: Burbank Water and Power, City Attorney, City Clerk, City Manager, City Treasurer, Community Development, Financial Services, Fire, Information Technology, Management Services, Parks and Recreation, Police, Public Library, and Public Works.

Departments with major roles related to hazard mitigation planning and implementation are briefly summarized below:

- ✓ **The Community Development Department** functions include building plan review and inspection, building code development, land use planning/zoning, updating the General Plan, and code enforcement.
- ✓ **The Fire Department** includes the Emergency Management Division, which has responsibility for developing, implementing and maintaining a comprehensive program to ensure that the City and the community are ready for various threats including natural disasters and human-caused incidents. Important elements of the program include disaster preparedness, hazard mitigation, response procedures, and recovery operations.
- ✓ **The Public Works Department** functions include maintaining the wastewater collection and treatment facilities, city buildings, and streets.
- ✓ **The Burbank Power & Water Department** maintains the infrastructure providing electric power and water for Burbank.
- ✓ **The City Manager's Office** has a major role in setting and overseeing city policies and practices, including those related to mitigation.

2.4 DEMOGRAPHICS

Selected demographic data for Burbank from the U.S. Census Bureau are shown in Table 2. Age and ethnicity categories intentionally include overlapping subsets of the ACS Census Bureau data as compiled for 2019 for planning purposes. For emergency planning purposes, children, elderly adults, the disabled, people whose primary language is not English, and low-income residents are considered special needs population groups. The number of people in these groups may also be a factor in mitigation planning, including community participation efforts, and in developing and prioritizing mitigation goals, objectives, and action items. Burbank has a substantial population of children and elderly adults. As shown below, about 18% of the population are children less than 18-years, while about 15% are adults over 65-years. Roughly 6% of the population is classified as having a disability. Almost 11% of the population is below the poverty level.

Just over 41% of Burbank's residents speak a language other than English at home, with some 13% speaking Spanish and the remaining population speaking a wide variety of Indo-European, Asian, Pacific Island, and other languages. About 19% of Burbank's residents speak English less than very well. Approximately, 30% of the population was born outside of the United States.

Demographic Data		
Age		
	Under 5 years	5.6%
	Under 18 years	18.2%
	18 years and over	81.8%
	65 years and over	15.4%
Population with Disability		
	Under 65 years	5.6%
Ethniciy of Households		
	White	56.9%
	Hispanic or Latino (of any race)	23.5%
	Asian	11.9%
	Black or African American	2.7%
	American Indian or Alaska Native	0.4%
	Native Hawaiian and Pacific Islander	0.0%
	Some other race	1.2%
	Two or more races	3.3%
Language Spoken at Home		
	English only	59.0%
	Spanish	13.2%
	Other Indo-Eurpoean	14.5%
	Asian and Pacific Island	9.8%
	Other languages	3.6%
Country of Birth		
	United States	69.8%
	Foreign Born	30.2%
Income and Poverty Data		
	Median Family Income	$73,613
	Population In Poverty	10.7%
	Under 18 years	4.8%
	18 to 64 years	10.6%
	65 years and older	17.0%
	65 years and older	17.0%

Table 2 Burbank Population Demographics*

*U.S. Census Bureau Data: 2019

2.5 LAND USE AND DEVELOPMENT TRENDS

The overall pattern of land use and development in Burbank is shown in Figure 2, a simplified version of the Burbank zoning map. The City has a balanced mix of commercial and industrial to complement its residential areas.

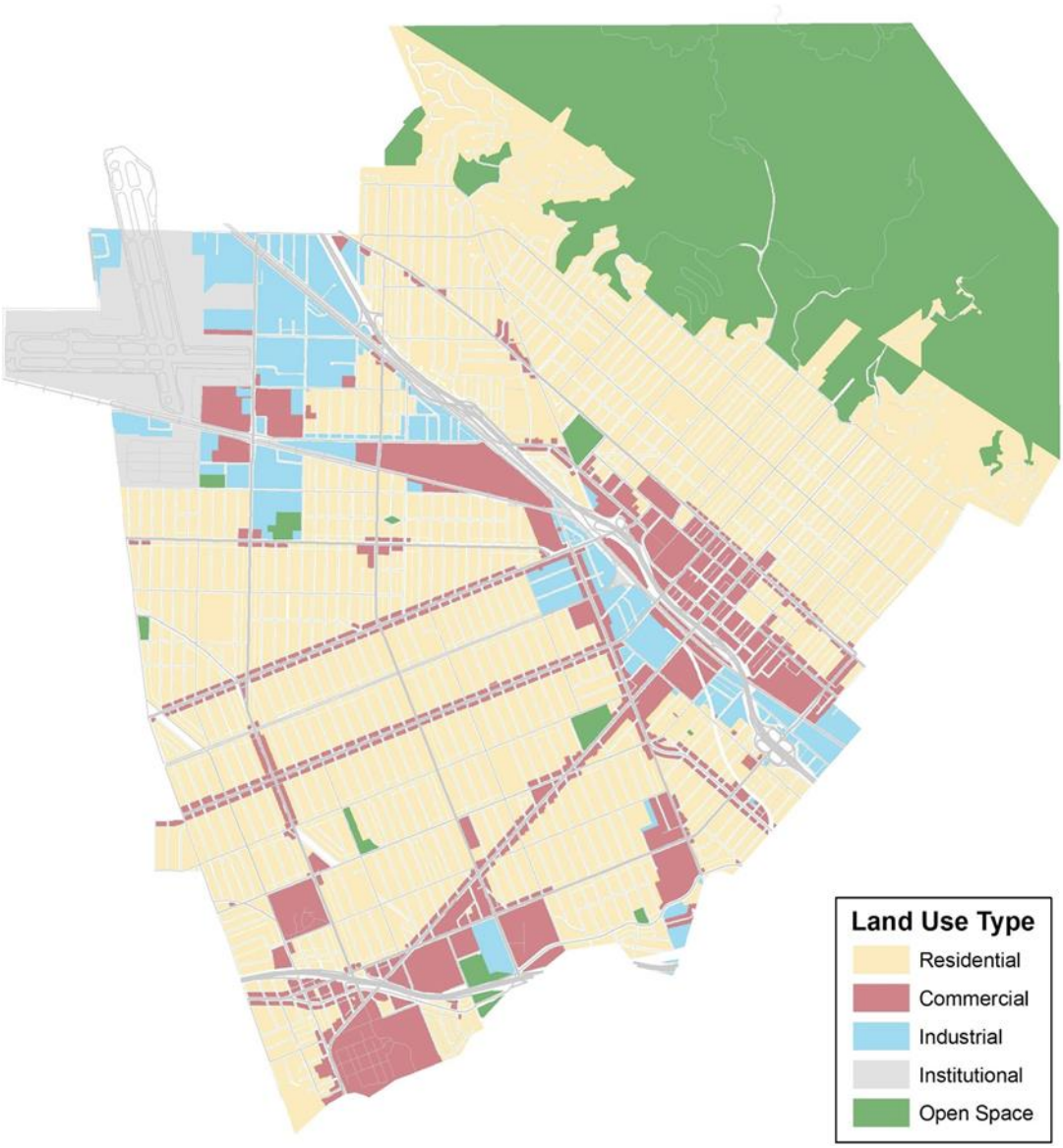


Figure 2 Burbank Zoning Map (Simplified)

Burbank is a virtually fully built-out city. The only significant areas of vacant land remaining are in the Verdugo Hills, which are preserved as open space. This open space, along with the City's parks, comprises nearly 25% of Burbank's land area. By use, the largest fraction of Burbank's land area, about 30%, is occupied by single-family homes. The remaining land area is devoted to a mix of types and intensities of development and transportation infrastructure, including multiple-family residential, commercial, light and heavy industrial, railroads, freeways, streets, and the Hollywood-Burbank Airport.

As Burbank is a fully developed city, there is almost no land left for new development aside from a few individual residential parcels in the hillside area. Out of the approximately 25,000 parcels in Burbank, only about 420 are undeveloped. Most of these undeveloped parcels are owned by government agencies and used for public utilities or preserved as open space.

Nearly all development that occurs in Burbank is infill or redevelopment projects on previously developed lots. There has been some development in Burbank since 2005, but the overall pattern and intensity of development has not changed. The greatest potential for additional development exists with the long-term master plans for the three major studio facilities in Burbank. Since 2005, the main notable development related to these master plans was the construction of a 14-story, 485,000 square foot office building on the former NBC lot.

During the housing boom that lasted through 2007, Burbank experienced substantial redevelopment in multifamily and commercial projects. Dozens of new units in multistory apartments and condominium projects were added to the city, replacing single-family homes or smaller apartment buildings. Notable commercial projects during this time included two mixed-use projects in the downtown area that included commercial space and condominiums: The Collection and Village Walk and a new Marriott Residence Inn hotel. Starting in 2008, development slowed substantially as it did throughout the country. Applications for new multiple family residential projects dropped dramatically. Most residential projects seen today are small projects with one or two new units being added to an existing single-family home or duplex. Commercial project applications have also been relatively low compared to prior years. The notable exceptions to this trend are two new office buildings completed in 2009 (one of which is on the NBC lot as noted above) and a major apartment complex with 276 units completed in 2010. All three of these projects received approvals prior to the economic decline. Because Burbank is extensively built out, it is not expected that the overall distribution of land uses will change significantly in the future. Rather, there will be further intensification through redevelopment of existing development in areas other than the single-family residential neighborhoods.

However, the rate of future redevelopment will continue to be heavily dependent upon the economy. The state of the housing market and similarly the commercial real estate market have growth and contraction phases which can be difficult to forecast. As a result of Burbank's location amid the Los Angeles metropolitan area and the strong presence of the media industry, it does not face the same challenges as some outlying suburbs face in retaining its land value and attraction for redevelopment. There is little concern that Burbank will not fully recover from any downturns in the commercial or residential markets and that demand will remain constant even though the timing or extent is uncertain.

Section 3 PLANNING GUIDANCE

Q&A | ELEMENT A: PLANNING PROCESS | A2
Q: Does the plan document an opportunity for neighboring communities, local, and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other interested parties to be involved in the planning process? A: See **3.1 INTRODUCTION** details below.

Q&A | ELEMENT A: PLANNING PROCESS | A3a
Q: Does the plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1)) A: See **3.1 INTRODUCTION** details below.

3.1 INTRODUCTION

Throughout the planning project, City of Burbank Departments were considered the primary stakeholders as therein rested responsibility for, and implementation of, the LHMP on behalf of the people working, visiting, and residing within the jurisdiction. Along this line of responsibility, other government agencies that are “Authorities Having Jurisdiction” within the City of Burbank were considered secondary stakeholders.

The secondary stakeholders included but were not limited to the Los Angeles County Department of Public Works (LACoDPW) Flood Control District with jurisdiction over floodplains and watersheds, the Los Angeles County Department of Public Health (LACoDPH) with jurisdiction over public and environmental health, the Burbank Glendale Pasadena Airport Authority, which is a Joint Powers Authority with jurisdiction over the commercial Hollywood-Burbank Airport and attendant facilities and the Burbank Unified School District with jurisdiction over K-12 schools.

Tertiary stakeholders included neighboring governments (the cities of Glendale and Los Angeles), Non-Governmental Organizations (NGOs), non-profits, major media studios, and the public at large. Members of the public, and particularly vulnerable demographics, including those with a disability, access and functional needs (AFN), and disenfranchised communities in general gained additional representation through participating NGOs and non-profit organizations.

In the planning process, a concerted effort was made to gather information from the general public, external agencies, joint powers authority jurisdictions, utility providers, and special districts. In addition, the Planning Team solicited information from agencies and people with specific knowledge of hazards and past historical events, as well as building codes and facilities maintenance planning. The various hazard mitigation strategies contained in this plan were developed through the planning process and involved the City of Burbank staff, related external agencies, and the general public at large.

The City Planning Team, which included the primary and secondary stakeholders, contributed to the initial development of the First Draft of the mitigation plan via in-person and virtual meetings as well as circulated

copies of the draft plan in progress. Once a foundational First Draft was complete, the tertiary stakeholders (including the general public) were invited to contribute to the mitigation plan in the Second Draft phase.
The First Draft Plan was posted on the Ready Burbank website on 06/29/2020 and public notice was provided through social media, publicly posted memo as well as emails directly to identified tertiary stakeholder agencies and neighboring city jurisdictions. The comments and feedback gathered during this process was reviewed by the City Planning Team and incorporated into the Final Draft Plan. This Final Draft Plan was posted on the Ready Burbank website on 10/04/2021 and public notice was provided through social media, publicly posted memo as well as emails directly to identified tertiary stakeholder agencies and neighboring city jurisdictions for final review and comment prior to submission to Cal OES and FEMA.

The Final Draft Plan was submitted to Cal OES and FEMA along with a request for a determination of "approval pending adoption". Upon receiving "approval pending adoption" from FEMA, the City of Burbank Emergency Management Coordinator will prepare a staff report to the City of Burbank City Council requesting adoption of the Local Hazard Mitigation Plan. Following adoption by the City Council, proof of adoption will be forwarded to FEMA. The FEMA Letter of Approval (see Appendix C) was included in the Final Plan. The planning process noted above is outlined in section 3.5 Planning Team Involvement.

Q&A | ELEMENT A: PLANNING PROCESS | A1b
Q: Does the plan list the jurisdiction(s) participating in the plan that are seeking approval? (Requirement §201.6(c)(1)) A: See **3.2 LEGAL FOUNDATION** below.

3.2 LEGAL FOUNDATION

The Hazard Mitigation Plan (Mitigation Plan) was prepared in response to the Disaster Mitigation Act of 2000 (DMA 2000). DMA 2000 (also known as Public Law 106-390) has required State and local governments (including special districts and joint powers authorities) to prepare mitigation plans to document their mitigation planning process, and identify hazards, potential losses, mitigation needs, goals, and strategies since 2005. This type of planning supplements the City's comprehensive land use planning and emergency management planning programs. This document is a federally mandated update to the City of Burbank 2011 Local Hazard Mitigation Plan and ensures eligibility for Hazard Mitigation Grant Program (HMGP) funding.

DMA 2000 was designed to establish a national program for pre-disaster mitigation, streamline disaster relief at the Federal and State levels, and control Federal disaster assistance costs. Congress believed these requirements would produce the following benefits:

- ✓ Reduce loss of life and destruction of property, human suffering, economic disruptions, and disaster costs.
- ✓ Prioritize hazard mitigation at the local level with an increased emphasis upon planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring critical facilities and services survive a disaster.
- ✓ Promote educational and economic incentives to form community-based partnerships and leverage non-federal resources to commit to and implement long-term hazard mitigation activities.

The following FEMA definitions are used throughout this plan (Source: FEMA, 2002, *Getting Started, Building Support for Mitigation Planning*, FEMA 386-1):

> Hazard Mitigation – "Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards."
> Planning – "The act or process of making or carrying out plans; specifically, the establishment of goals, policies, and procedures for a social or economic unit."

Q&A | ELEMENT A: PLANNING PROCESS | A3b
Q: Does the plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1)) A: See **3.3 PRIMARY and SECONDARY STAKEHOLDERS** and **3.4 TERTIARY STAKEHOLDER INVOLVEMENT** below.

3.3 PRIMARY and SECONDARY STAKEHOLDERS

A Hazard Mitigation Planning Team (Planning Team), consisting of the City of Burbank staff, was initially guided by the primary stakeholders.

As required by DMA 2000, the Planning Team expressly involved primary, secondary and tertiary stakeholders, including the general public. Primary and secondary stakeholders were invited to contribute to the mitigation plan during the plan during the initial First Draft writing phase via in-person and virtual meetings as well as circulated copies of the draft plan in progress. Once a foundational First Draft was complete, the tertiary stakeholders (including the general public) were invited to contribute to the mitigation plan in the Second Draft phase.

Q&A | ELEMENT A: PLANNING PROCESS | A2a
Q: Does the plan document an opportunity for neighboring communities, local, and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other interested parties to be involved in the planning process? (Requirement §201.6(b)(2)) A: See **3.1 INTRODUCTION** above and **3.4 TERTIARY STAKEHOLDER INVOLVEMENT** below.

Q&A | ELEMENT A: PLANNING PROCESS | A2b
Q: Does the plan identify how the stakeholders were invited to participate in the process? (Requirement §201.6(b)(2)) A: See **3.1 INTRODUCTION** and**, 3.3 PRIMARY and SECONDARY STAKEHOLDERS** above, and **3.4 TERTIARY STAKEHOLDER INVOLVEMENT** below.

3.4 TERTIARY STAKEHOLDER INVOLVEMENT

Tertiary stakeholders, including the general public and neighboring cities (Cities of Glendale and Los Angeles) were provided opportunities to provide feedback during the Second Draft phase. The First Draft Plan was posted on the Ready Burbank website on 06/29/2020 and public notice was provided through social media, publicly posted memo as well as emails directly to identified tertiary stakeholder agencies and neighboring city jurisdictions. All relevant feedback and gathered information was incorporated into the Final Draft Plan. This Final Draft Plan was posted on the Ready Burbank website on 10/04/2021 and public notice was provided through social media, publicly posted memo as well as emails directly to identified tertiary stakeholder agencies and neighboring city jurisdictions for final review and comment prior to submission to Cal OES and FEMA.

Q&A | ELEMENT A: PLANNING PROCESS | A1
Q: Does the plan document an opportunity for neighboring communities, local, and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other interested parties to be involved in the planning process? A: See **3.5 PLANNING TEAM INVOLVEMENT** below.

3.5 PLANNING TEAM INVOLVEMENT

The Planning Team consisted of diverse representatives and included individuals from City Departments with a role in the hazard mitigation processes. The Planning Team served as liaisons among all stakeholders throughout the planning process. During the planning process the Planning Team was faced with unique challenges related to COVID-19, resulting in a mix of in-person and virtual meetings. As noted previously, the general public and external agencies served as tertiary stakeholders in the planning process. The Planning Team was responsible for the following tasks:

- ✓ Confirming planning goals
- ✓ Prepare timeline for plan update
- ✓ Ensure plan meets DMA 2000 requirements
- ✓ Organize and solicit involvement of public and external agencies
- ✓ Analyze existing data and reports
- ✓ Update hazard information
- ✓ Update status of Mitigation Action Items
- ✓ Develop new Mitigation Action Items
- ✓ Participate in Planning Team meetings and City Council public meetings
- ✓ Provide existing resources including maps and data

3.6 PLANNING APPROACH

The four-step planning approach outlined in the FEMA publication, *Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies* (FEMA 386-3) was used to develop this plan:

- ✓ **Develop mitigation goals and objectives** - The risk assessment (hazard character, inventory, and findings), along with municipal policy documents, was utilized to develop mitigation goals and objectives.
- ✓ **Identify and prioritize mitigation actions -** Based on the risk assessment, goals and objectives, existing literature/resources, and input from participating entities, mitigation activities were identified for each hazard.
- ✓ **Prepare implementation strategy** - Generally, high-priority activity is advised for implementation first; however, based on organizational requirements and goals, project costs, and available funding, some medium or low priority activities might be implemented before some high priority items.
- ✓ **Document mitigation planning process** - The mitigation planning process is documented throughout this plan document.

Q&A | ELEMENT E: PLAN ADOPTION | E1
Q: Does the plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5)) A: See **3.7 PLAN ADOPTION PROCESS** below.

3.7 PLAN ADOPTION PROCESS

Adoption of the plan by the local governing body demonstrates the City of Burbank's commitment to meeting mitigation goals and objectives. Governing body approval legitimizes the plan and authorizes accountable agencies to execute their responsibilities. The City Council must adopt the Local Hazard Mitigation Plan before it can be approved by FEMA. The Final Draft Plan was submitted to Cal OES and FEMA for review and approval. FEMA issued an Approval Pending Adoption on 01/26/2023 requiring the adoption of the Plan by the City of Burbank City Council. The adoption resolution was submitted to FEMA along with a request for a FEMA Letter of Approval.

In preparation for the public meeting with the City Council, the Emergency Management Coordinator prepared a Staff Report to the City Manager. The City Council heard the item on _DD/MM/YYYY_. The City Council voted to adopt the Local Hazard Mitigation Plan. The Resolution of adoption by the City Council is in **Appendix B**.

3.8 PLAN APPROVAL

FEMA issued an Approval Pending Adoption notice on 01/26/2023. A copy of the FEMA Letter of Approval Pending Adoption is in **Appendix C**. Upon adoption by the City Council, the resolution was forwarded to FEMA. A copy of the City Council Adoption Resolution is in **Appendix B**.

Q&A | ELEMENT C. MITIGATION STRATEGY | C1a
Q: Does the plan document each jurisdiction's existing authorities, policies, programs, and resources? (Requirement §201.6(c)(3)) A: See **3.9 CAPABILITY ASSESSMENT - RESOURCES** below.

3.9 CAPABILITY ASSESSMENT – RESOURCES

The City of Burbank incorporates mitigation planning as an integral component of daily operations. This will be accomplished by the Planning Team working with their respective departments to integrate mitigation strategies into the planning documents and the City of Burbank operational guidelines. In addition to the Capability Assessment, the Planning Team strives to identify additional policies, programs, practices, and procedures that could be created or modified to address mitigation activities. Details of existing resources with mitigation activity capability are listed in Tables 3 through 7 below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C1b
Q: Does the plan document each jurisdiction's ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3)) A: See **3.9.1 CAPABILITY ASSESSMENT - RESOURCES TYPES** below.

3.9.1 CAPABILITY ASSESSMENT – RESOURCE TYPES

The capabilities noted in this LHMP as resources available to the City to use towards reducing long-term vulnerability via mitigation actions fall into four categories: planning and regulatory, financial, administrative and technical, and education and outreach. In this section how the resources noted in Tables 3 through 7 fit into this schema are detailed with specific examples. Tables 3 through 7 organize capabilities hierarchically with respect to the following jurisdictions: City, County, State-Regional-Federal, and Private. Additionally, how the selected cases demonstrate forward thinking to expand and improve mitigation is noted.

Planning and regulatory resources accessible for application toward reducing vulnerability with mitigation planning are considerable. These resources are available at each jurisdictional level and include capabilities related to ordinance, policy, laws, statutes, plans, and programs for managing growth and development. They include the Burbank Capital Improvement Program (CIP), the LAC General Plan (LACGP), the California State Hazard Mitigation Plan (CSHMP), the National Railroad Passenger Corporation (AMTRAK) and the Federal Emergency Management Agency (FEMA). Founded on the 2019 California Building Code and guided by City Council mandated amendments to Title 9 of the Burbank Municipal Code (BMC), the Burbank CIP is in an ongoing state of revision to improve safety and mitigate hazards across the jurisdiction's physical infrastructure.

Financial resources for application toward reducing vulnerability via mitigation planning come in a wide but not always readily accessible variety. These resources are available at each governmental jurisdiction levels and include capabilities related to funding of mitigation actions. They include the Electric Utility Fund, the Los Angeles County Office of Emergency Management (LAC-OES), the California Department of Transportation (CalTrans), and the US Bureau of Reclamation (USBR). Burbank seeks to diversify and expand access to financial resources, ranging from the frequently used to the obscure, that can be employed to fund hazard mitigation actions. In this vein, Burbank Water & Power (BWP) has initiated an expansion of its Drought Contingency Plan that promises to open access to ongoing mitigation funding. This USBR grant funded update will make the City eligible to win future funding that promotes improved hazard mitigation with better water resource management.

Administrative and technical resources are broadly accessible to apply toward reducing vulnerability with mitigation planning both within and across jurisdictions. These resources include capabilities related to coordination of staff, their skills, and departmental tools available to them. Examples of these resources include the Burbank Fire Department (BFD), the Los Angeles County Flood Control District (LAC-FCD), the California Governor's Office of Emergency Services (CalOES), and Southern California Edison (SCE). Do to the nature of the metropolitan area in which it is located, there is an extensive pool of experience, skill sets, and tools available both internally and externally for the City to apply toward hazard mitigation. Additionally, where any of these aspects are lacking due to routine positional vacancies mechanisms to hire, promote, or backfill administrative and technical resources from either the eligible workforce permanently or larger jurisdictional entities temporarily are available. Within the BFD's Emergency Management Division an Emergency Management intern program was created to act as a project management tool to research, organize, and codify material for the current LHMP revision. Future expansion of this program by the Emergency Management Coordinator will support personnel skills development, departmental training through Cal OES's California Specialized Training Institute, and a more actively managed mitigation plan maintenance process.

Education and Outreach resources are a readily accessible but practically constrained capability to apply toward reducing hazard vulnerability and enhancing mitigation plans. The constraint found here is that capability efficacy is based on the degree to which the public participates in a given educational and/or outreach resource. Available at all jurisdictional levels, these resources are mutually supporting and actively promote participation in both their own and affiliated activities as they seek to spread hazard mitigation and disaster preparedness educational material throughout the community. Examples of these resources are Ready Burbank's Community Emergency Response Team (CERT) program, CalOES's California Specialized Training Institute (CSTI), FEMA's Independent Study program, and the Amateur Radio Emergency Service (ARES). Each of these resources has a hazard mitigation component as is demonstrated by Burbank CERT training which advocates for the national Firewise-USA wildfire mitigation program. Ongoing efforts by the BFD and Ready Burbank aims to bolster CERT membership and registration of a larger pool of qualified disaster service worker volunteers. Coordinated with these effort is expanded membership of the Burbank Fire Corps thus promoting proactive whole community fire safety.

RESOURCE	RESOURCE TYPE	MITIGATION SUPPORT CAPABILITY
CITY RESOURCES		
Capital Improvement Program	Planning and Regulatory	The CIP is a set of planned construction projects at City owned buildings, facilities, and infrastructure. Examples include new or retrofit City facilities, technology disaster resilience, and communications equipment. The current CIP is for the 2020/2021 fiscal year and is updated annually. Mitigation actions that involve construction or retrofits to City buildings, facilities, and infrastructure may be implemented through inclusion in the Capital Improvement Program.
General Plan	Planning and Regulatory	The City of Burbank's General Plan (Burbank2035) is the community's comprehensive, long-range blueprint that guides how the City will change and develop. It addresses topics such as land use, public safety, noise, and open space. Individual goals and policies in the General Plan create a framework for municipal programs and projects. The General Plan was adopted in 2013. Mitigation actions are supported by the goals and policies in the General Plan, and these actions can be directly integrated into the General Plan in future updates, providing a stronger enforcement mechanism.
General Fund	Planning and Regulatory	The General Fund is revenue that the City collects from sales tax, property tax, license and permit fees, and various other sources. The General Fund revenue may be used for any City expenses. Most General Fund revenue is spent on the salary and benefits of City staff but also supports mitigation actions by providing the financial resources to implement projects such as debris flow and seismic mitigation work.
Water and Wastewater Funds	Financial	The Water Reclamation & Sewer Fund is separate from the fees charged to City water and wastewater customers. Salaries for water and wastewater employees are paid from these funds, along with maintenance and operations of water and wastewater systems, capital improvements to water and wastewater infrastructure, and other charges related to these services. Mitigation actions that involve water or wastewater service and requisite infrastructure in the City is supported by the Water and Wastewater utility fund.
Electric Utility Fund	Financial	The Electric Utility Fund is a dedicated amount of money from the fees charged to City customers for electrical service. The fund is used to pay for maintenance and operations of the City's electricity network as well as improvement projects. Mitigation actions that promote resiliency of electrical services and infrastructure, such as micro-grids, data line redundancy, and operational reliability are supported by the Electric Utility Fund.
Seismic Retrofit Regulations	Planning and Regulatory	Burbank's Seismic Retrofit Ordinances are a set of standards requiring all existing buildings with an unreinforced masonry bearing wall or concrete walls with a flexible diaphragm to be reinforced. Mitigation actions that relate to the seismic resiliency of other building types in the City may be implemented through amendments to this set of regulations. Other mitigation actions related to the resiliency for other building types (including to other hazards) may be implemented or changed from voluntary to mandatory under these ordinances.
Floodplain Management Regulations	Planning and Regulatory	Floodplain Management Regulations (FMRs) are a required component of the City's participation in the National Flood Insurance Program. Under them, construction activities within the 100-year flood plain must feature flood-resilient design features. Additionally, regulations limit the types of land use activities that can be conducted within the flood plain. Mitigation actions that address the vulnerability of buildings could be implemented through amendments to the City's FMRs as climate changes affect the region.
Building and Construction Regulations	Planning and Regulatory	The 2019 California State Building Code are adopted and enforced with Local amendments found in Title 9 of the Burbank Municipal Code which governs the construction of new and renovated buildings. The Building and Construction Regulations as updated with local amendments require new or renovated buildings to better resist damage or harm to occupants during a hazardous event and as such support hazard mitigation activities.
Zoning Code	Planning and Regulatory	Zoning Ordinances are a set of regulations for different land uses in the community. They establish standards for where different types of development and land use activity may occur (including defining hazard-prone areas where different development and land use standards may apply), how they look and how they can be operated, and the necessary permitting and approval processes for development. The Zoning Code is an implementation tool of Burbank's General Plan, and plays a significant role in determining Burbank's appearance and community characteristics. Mitigation actions that govern the siting, construction, and operation of new developments are implemented through City Zoning Ordinances.

Table 3 Capability Assessment – City Resources 1

RESOURCE	RESOURCE TYPE	MITIGATION SUPPORT CAPABILITY
CITY RESOURCES		
Community Emergency Response Team	Outreach and Education	Burbank's Community Emergency Response Team (CERT) is a group of volunteer residents who can provide assistance during an emergency event. CERT participants are trained in first aid, disaster preparedness, search and rescue, and other light emergency response duties. CERT volunteers can also assist with organizing and maintaining shelters for persons displaced by an emergency. Burbank's CERT program is operated by the City's Fire Department. Mitigation actions that involve community training and education can be implemented through the CERT program, and CERT volunteers can assist with mitigation-related outreach activities.
Community Development Department	Planning and Regulatory	The Community Development Department (CDD) is responsible for conducting short term and long term planning activities, approving building permits and business licenses, and inspecting properties. The CDD enforces Building and Construction Regulations and related standards, as well as land use regulations. Mitigation actions related to land use, construction of structures or retrofits, and private property conditions, are carried out through CDD staff.
Water and Power Department	Planning and Regulatory	The Water and Power Department (WPD) provides electrical service to properties in the community and maintains the city's electricity distribution network. As a part of these duties, it is responsible for setting electrical rates and has purview over local renewable energy and electrical energy efficiency programs. Mitigation actions that relate to the resiliency of electrical service and electrical infrastructure will be implemented through WPD staff.
Police Department	Administrative and Technical	The Police Department (BPD) is responsible for maintaining public safety in the community. This includes investigating criminal activity, directing traffic, and responding to public safety emergencies. Mitigation actions that fall within the BPD's purview include those related to the safe movement of traffic and the public safety of community members during hazard events.
Emergency Communication Services	Outreach and Education	ARES is provided by volunteer FCC-licensed amateur radio operators who can provide backup communication services if a disaster damages or destroys conventional communication networks. ARES volunteers can provide communication services for emergency response personnel and other key City staff. The program is part of the National Association of Amateur Radio. ARES volunteers may also assist with community-wide outreach and education, with respect to emergency communication through the CERT program.
Financial Services Department	Financial	The Finance Services Department (FSD), is responsible for City financial operations. It conducts budgeting activities, handles payroll, provides general accounting services, and prepares financial reports. The FSD integrates mitigation actions into the City budget and administers mitigation-related grants staff in their efforts to improve local resiliency.
Fire Department	Administrative and Technical	The BFD is responsible for firefighting, fire protection, and emergency medical response services in the community. This includes mitigation activities that reduce the likelihood of fires and limit their damage. BFD activities also include efforts to prepare for local disasters such as mitigation actions against wildfire. The BFD is also responsible for more general emergency preparedness and can coordinate with other agencies to implement mitigation actions related to a wide variety of hazard events.
Water and Power Department	Administrative and Technical	Burbank's Water and Power Department (WPD) provides water service to the community as well as wastewater collection and treatment services. This includes constructing, maintaining, and operating the infrastructure that sources and distributes most of the City's water and conveys wastewater. Such systems include groundwater wells, pump stations, pipes, storage tanks, and wastewater treatment facilities. The WPD is also responsible for conservation activities within its service are. Any mitigation actions that involves water sources, how much water the community uses, the City's water or wastewater-related infrastructure, or runoff channels may be implemented by the WPD staff.
Public Works Department	Administrative and Technical	The Public Works Department (PWD) is responsible for maintaining City-owned buildings and parks, constructing and maintaining City streets, and sidewalks which includes public landscaping. The PWD also provides engineering services to the City, oversees the CIP, and issues permits for engineering activities. Mitigation activities that involve construction or maintenance activities for City facilities or on City-owned land, relate to the City fleet, or involve standards for other engineering activities, are implemented through PWD staff.

Table 4 Capability Assessment – City Resources 2

RESOURCE	RESOURCE TYPE	MITIGATION SUPPORT CAPABILITY
LAC RESOURCES		
Los Angeles County Office of Emergency Services	Administrative and Technical & Financial	The LAC-OES is responsible for emergency planning, hazard mitigation, and emergency response and recovery activities throughout the county in collaboration with local communities. It helps coordinate activities between the county and cities, conducts emergency training and exercises, manages emergency grants, among other activities. Mitigation actions involving coordination with county agencies or other cities may be facilitated through LAC-OES and can support Burbank's own hazard mitigation activities by providing funding or other resources.
Los Angeles County Flood Control District	Administrative and Technical	The LAC-FCD, part of the county's Department of Public Works, is responsible for constructing and maintaining flood control infrastructure in Los Angeles County. The LAC-FCD completes hydraulic surveys for FEMA NFIP maps and has purview over flow from the Burbank Western Channel as well as various storm drainage channels throughout the City. Mitigation actions that involve changes to flood control infrastructure will require support and coordination with the LAC-FCD.
Los Angeles Valley Municipal Water District	Administrative and Technical	The Los Angeles County Waterworks Districts (LACWD), a division of Los Angeles County Public Works, provides customers with water from local groundwater, water imported through the State Water Project, and the Colorado River Aqueduct. It is responsible for long-term water supplies in Los Angeles County. The district acts as a water wholesaler, obtaining water and distributing it to local water suppliers. The City works with LACWD on mitigation actions that relate to local water supply and water use.
Los Angeles County General Plan	Planning and Regulatory	The LACGP guides the long-term growth and development of the County's unincorporated areas. This includes minor adjacent unincorporated areas within Burbank's sphere of influence. Hazard mitigation actions that require coordination with the County or action in these unincorporated areas may be integrated into the County's General Plan to provide a stronger framework and make them more enforceable.
Los Angeles County Multi- Jurisdictional Hazard Mitigation Plan	Planning and Regulatory	The Los Angeles County Multi-Jurisdictional Hazard Mitigation Plan identifies hazard events present in the unincorporated areas of Los Angeles County (LAC) and recommends mitigation actions to reduce the harm from these events. LAC and Burbank share resources and best practices for hazard mitigation activities. Aligned mitigation actions in the county's and Burbank's plans can help create more regional consistency. Mitigation actions that require coordination with the LAC-OES or other county agencies may be integrated into the county's plan.

Table 5 Capability Assessment – LA County Resources

RESOURCE	RESOURCE TYPE	MITIGATION SUPPORT CAPABILITY
STATE, REGIONAL, & FEDERAL RESOURCES		
Cal-Adapt	Administrative and Technical	Cal-Adapt is an online tool to share information about climate change projections in California. It allows users to learn about expected climate conditions throughout the state at a highly refined level for a variety of factors such as temperature, precipitation, wind, wildfire, and sea level rise. The tool was created by the California Energy Commission and a host of institutional, governmental, and nonprofit partners. Cal-Adapt can be used to support implementation of this LHMP and future updates, providing the best available science on climate change to guide Burbank's mitigation actions.
California Dept. of Transportation	Administrative and Technical & Financial	The California Department of Transportation (Caltrans) is responsible for construction and maintenance of California's state-owned highways, including sections of I-5 and the Ventura Freeway in Burbank. It provides funding and other resources to local and regional governments to support transportation-related projects. Mitigation actions related to these corridors or other transportation activity can be implemented in coordination with Caltrans.
California Governor's Office of Emergency Services	Administrative and Technical & Financial	The California Governor's Office of Emergency Services (CalOES) is the agency responsible for conducting statewide hazard mitigation, supporting emergency response/recovery activities, and coordinating such activities as disaster recovery fund disbursement from the federal government. CalOES distributes grant funding, provides guidance on hazard mitigation, and shares best practices. Mitigation actions in Burbank may be guided, supported and funded through grant opportunities provided by CalOES.
California State Hazard Mitigation Plan	Planning and Regulatory	The CSHMP identifies and analyzes the hazards common to the state. It includes descriptions of these hazards, summaries of past events, assessment of how hazards may affect citizens and assets of the state, and projections of future hazard changes. The CSHMP was last updated in 2018 and changes to Burbank's LHMP will continue to be informed through the latest data and analyses available within it.
US Bureau of Land Reclamation	Administrative and Technical & Financial	The USBR, is a federal agency that oversees water resource management, specifically as it applies to the oversight and operation of the diversion, delivery, and storage projects that it has built throughout the western United States. The agency works to develop and implement a thoughtful approach to water allocations to serve water users while protecting the environment, modernizing infrastructure, advancing storage projects, implementing water operation plans amongst others. Water resource mitigation activities in Burbank may be guided by and funded through the USBR.
Federal Emergency Management Agency	Planning and Regulatory, Outreach and Education Administrative and Technical & Financial	The FEMA is the agency responsible for hazard mitigation, emergency preparedness, and emergency response/recovery at the national level. FEMA provides hazard mitigation guidance to state and local governments, including information on best practices and compliance with federal requirements for hazard mitigation plans. Mitigation actions in Burbank can be supported through and developed with assistance from FEMA grants. The agency also provides LHMP guidance that will be used in plan updates.

Table 6 Capability Assessment – State, Regional, Federal Resources

RESOURCE	RESOURCE TYPE	MITIGATION SUPPORT CAPABILITY
PRIVATE RESOURSES		
American Red Cross	Outreach and Education & Administrative and Technical	The American Red Cross is a humanitarian assistance organization that provides disaster relief services in the aftermath of major hazard events. This includes operating emergency shelters, distributing meals and relief supplies, and providing basic health services. Although the American Red Cross's services are more related to preparation than mitigation actions, there may be opportunities for the organization to support mitigation activities related to community engagement and education.
Southern California Edison	Outreach and Education Administrative and Technical	SCE is a primary electricity provider for much of southern California. Although it supplies electricity to a limited number of properties in Burbank, it owns and operates high-voltage electrical transmission lines and most of the electrical substations in LAC. Mitigation actions that involve the resiliency of Burbank's electrical infrastructure not owned by the city present an opportunity for coordination with SCE.
Southern California Gas Company	Administrative and Technical	The Southern California Gas Company (SoCalGas) is the primary natural gas service provider for most of southern California, including Burbank. It also owns and operates the natural gas infrastructure in and around LAC. Mitigation actions which involve natural gas use or are relate to the resiliency of natural gas infrastructure would be implemented in coordination with SoCalGas.
AMTRAK	Planning and Regulatory & Administrative and Technical	AMTRAK is a major national rail corporation that manages the Metrolink train system serving Burbank's citizens with a quasi-corporation, nationally essential service. They are also responsible to managing other rail line's (Union Pacific, BNSF, etc.) traffic on their rail lines. Any mitigation activities regarding passenger or freight transportation would be coordinated with their local staff.

Table 7 Capability Assessment – Private Resources

Q&A | ELEMENT A: PLANNING PROCESS | A4
Q: Does the plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3)) A: See **3.10 USE OF EXISTING DATA** below.

3.10 USE OF EXISTING DATA

The Planning Team gathered and reviewed existing data and plans during plan writing and specifically noted these as "sources." Numerous electronic and hard copy documents were used to support the planning process:

City of Burbank Website
https://www.burbankca.gov/departments
Applicable Incorporation: Department information.
City of Burbank Municipal Code
https://www.codepublishing.com/CA/Burbank/
Applicable Incorporation: Building code information.
City of Burbank General Plan - Burbank2035 (2013)
https://new.burbankca.gov/documents/173607/0/Burbank2035+General+Plan.pdf/139656b0-80e9-3b11-dc6d-751642c85b38?t=1612301807431
Applicable Incorporation: Information about hazards contributed to the hazard-specific sections in the City of Burbank Hazard Mitigation Plan.
City of Burbank Hazard Mitigation Plan (2011)
https://www.burbankfire.us/divisions/emergency-management/hazard-mitigation-plan-2011
Applicable Incorporation: Information about hazards contributed to the hazard-specific sections in the City of Burbank Hazard Mitigation Plan.
County of Los Angeles General Plan (2015)
http://planning.lacounty.gov/assets/upl/project/gp_final-general-plan.pdf
Applicable Incorporation: Information about the planning area and geography.
County of Los Angeles All-Hazards Mitigation Plan (2019)
http://file.lacounty.gov/SDSInter/lac/1062614_AHMPPublicDraft_Oct1.pdf
Applicable Incorporation: Information about hazards in the County contributed to the hazard-specific sections in the City of Burbank Hazard Mitigation Plan and Previous Occurrences.
State of California Hazard Mitigation Plan (2018)
https://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/hazard-mitigation-planning/state-hazard-mitigation-plan
Applicable Incorporation: Used to identify hazards posing the greatest threat to the State.
FEMA State and Local "How To" Mitigation Series (Documents 386-1 to 386-9)
https://www.hsdl.org/c/
Applicable Incorporation: Mitigation Measures Categories and 4-Step Planning Process are quoted across several sections.
National Flood Insurance Program
www.fema.gov/national-flood-insurance-program
Applicable Incorporation: Repetitive Loss Information.

Local Flood Insurance Rate Maps
https://msc.fema.gov/portal/home
Applicable Incorporation: Provided by FEMA and included in Flood Hazard section.

California Department of Forestry and Fire Protection (CAL FIRE)
www.fire.ca.gov
Applicable Incorporation: Wildland fire hazard mapping.

U.S. Geological Survey (USGS)
www.usgs.gov
Applicable Incorporation: Earthquake records and statistics.

SCEDC – Southern California Earthquake Data Center
https://scedc.caltech.edu/earthquake/verdugo.html
Applicable Incorporation: Earthquake Information.

California's Fourth Climate Change Assessment: Los Angeles Region Report (2019)
https://www.energy.ca.gov/sites/default/files/2019-11/Reg%20Report-%20SUM-CCCA4-2018-007%20LosAngeles_ADA.pdf
Applicable Incorporation: Climate Information.

NOAA National Centers for Environmental Information, Climate at a Glance (2019)
https://www.ncdc.noaa.gov/cag/county/time-series
Applicable Incorporation: Data Image.

County of Los Angeles Public Health, Acute Communicable Disease Control (2019)
https://admin.publichealth.lacounty.gov/acd/WNVData.htm
Applicable Incorporation: Pandemic/Epidemic/Vector Borne Disease Information.

Western Regional Climate Center
www.wrcc.dri.edu
Applicable Incorporation: Climate information.

FEMA, Multi-Hazard Mitigation Planning Guidance Under the Disaster Mitigation Act of 2000 (2008)
https://www.fema.gov/sites/default/files/2020-07/state-mitigation-planning-guidance.pdf
Applicable Incorporation: Plan guidance.

Section 4 RISK ASSESSMENT

4.1 OVERVIEW OF RISK ASSESSMENT

Conducting a risk assessment can provide information regarding the location of hazards, the value of existing land and property in hazard locations as well as an analysis of risk to life, property, and the environment that may result from natural hazard events.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a
Q: Does the plan include a general description of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.2 HAZARD IDENTIFICATION AND SCREENING** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1b
Q: Does the plan provide rationale for the omission of any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area? (Requirement §201.6(c)(2)(i)) A: See **4.2 HAZARD IDENTIFICATION AND SCREENING** below.

4.2 HAZARD IDENTIFICATION AND SCREENING

This section covers the description of the geographic extent, potential intensity, and the probability of occurrence of a given hazard. Maps are used in this plan to display hazard identification data. The City of Burbank utilized the categorization of hazards as identified in California's State Hazard Mitigation Plan, including earthquakes, floods, levee failures, wildfires, landslides and earth movements, climate-related hazards, volcanoes, and other hazards.

The Planning Team reviewed existing documents to determine which of these hazards posed the most significant threat to the City and its ability to deliver services. Expressly, which hazards would likely result in a local declaration of emergency became the plan focus.

The geographic extent of each relevant hazard was identified by the Team utilizing maps and data contained in the City's 2013 General Plan and 2011 Hazard Mitigation Plan. In addition, numerous internet resources and the 2019 County of Los Angeles All-Hazard Mitigation Plan served as valuable consultation resources. Utilizing the Calculated Priority Risk Index (CPRI) ranking technique, the Planning Team concluded the following hazards posed a significant threat for the City of Burbank:

Earthquake | Wildfire | Flood | Windstorm | Epidemic/Pandemic/Vector-Borne Diseases | Drought

The hazard ranking system is described in Table 8 below.

CPRI Category	Degree of Risk			Assigned Weighting Factor
	Level ID	Description	Index Value	
Probability	Unlikely	Extremely rare with no documented history of occurrences or events. Annual probability of less than 1 in 1,000 years.	1	45%
	Possibly	Rare occurrences. Annual probability of between 1 in 100 years and 1 in 1,000 years.	2	
	Likely	Occasional occurrences with at least 2 or more documented historic events. Annual probability of between 1 in 10 years and 1 in 100 years.	3	
	Highly Likely	Frequent events with a well-documented history of occurrence. Annual probability of greater than 1 every year.	4	
Magnitude/ Severity	Negligible	Negligible property damages (less than 5% of critical and non-critical facilities and infrastructure. Injuries or illnesses are treatable with first aid and there are no deaths. Negligible loss of quality of life. Shut down of critical public facilities	1	30%
	Limited	Slight property damage (greater than 5% and less than 25% of critical and non-critical facilities and infrastructure). Injuries or illnesses do not result in permanent disability, and there are no deaths. Moderate loss of quality of life. Shut down of critical public facilities for more than 1 day	2	
	Critical	Moderate property damage (greater than 25% and less than 50% of critical and non-critical facilities and infrastructure). Injuries or illnesses result in permanent disability and at least 1 death. Shut down of critical public facilities for more than 1 week and less than 1 month.	3	
	Catastrophic	Severe property damage (greater than 50% of critical and non- critical facilities and infrastructure). Injuries and illnesses result in permanent disability and multiple deaths. Shut down of critical public facilities for more than 1 month.	4	
Warning Time	> 24 hours	Population will receive greater than 24 hours of warning.	1	15%
	12–24 hours	Population will receive between 12-24 hours of warning.	2	
	6-12 hours	Population will receive between 6-12 hours of warning.	3	
	< 6 hours	Population will receive less than 6 hours of warning.	4	
Duration	< 6 hours	Disaster event will last less than 6 hours.	1	10%
	< 24 hours	Disaster event will last less than 6-24 hours.	2	
	< 1 week	Disaster event will last between 24 hours and 1 week.	3	
	> 1 week	Disaster event will last more than 1 week.	4	

Table 8 Calculated Priority Risk Index*

* (Source: Federal Emergency Management Agency)

Profiling hazard events describes the causes and characteristics of each hazard and which part of the City facilities, infrastructure, and environment may be vulnerable to each specific hazard. A profile of each hazard discussed in the Plan is provided in Section 4.3 Hazard Profile and *Table 9 Vulnerability: Location, Extent, and Probability for the City of Burbank* below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a
Q: Does the plan include a general description of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See *Table 9 Vulnerability: Location, Extent, and Probability for the City of Burbank* below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1c
Q: Does the plan include a description of the **type** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See *Table 9 Vulnerability: Location, Extent, and Probability for the City of Burbank* below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d
Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See *Table 9 Vulnerability: Location, Extent, and Probability for the City of Burbank* below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1e
Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See *Table 10 Hazards: Standardized Measurement Scales* below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a
Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See *Table 9 Vulnerability: Location, Extent, and Probability for the City of Burbank* below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b
Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See *Table 9 Vulnerability: Location, Extent, and Probability for the City of Burbank* below.

Table 9 Vulnerability: Location, Extent, and Probability for the City of Burbank below indicates a generalized perspective of the community's vulnerability of the various hazards according to extent/degree, location, and probability.

Hazard	Type	Location (Where)	Extent (How Big an Event)	Probability (How Often)*	Previous Occurrences
Epidemic/Pandemic/ Vector-Borne Disease	Natural; Infectious Disease	Global; citywide	Quarantines, shelter-in-place orders, closed business and functions, curfews.	Highly Likely	COVID-19, March 2020 to present
Windstorm	Natural; Meteorological; katabatic wind	South of the 134 Freeway to City limits	Historically, winds ranging from 55-60 mph have impacted the City.	Likely	No significant events on record.
Drought	Natural; Hydrological; water source precipitation deficit	Regional; citywide	97.6% of California, per NOAA, is categorized as in Severe Drought	Highly Likely	Moderate drought conditions prevailed across California in the period 2013 through 2019.
Wildfire	Natural; Climatological; surface and crown fires	Verdugo Hills; See Figure 23	The City of Burbank has a Moderate Fire Threat rating designated by CAL FIRE.	Likely	September 1, 2017: La Tuna Fire, 7200 acres and 3 homes burned.
Flood	Natural; Hydrological; river and sewage flooding	Burbank Western and Lockheed Drain Channel confluence: See Figures 10, 11, 12	An instance of flooding for the City is greatest at the confluence of the main drainage channels however the area affected is limited in both depth and breadth.	Possibly	No significant events within record with current, modern flood controls in place.
Earthquake	Natural; Geophysical; tectonic; shallow and subduction	Regional; citywide	The Southern California Earthquake Center (SCEC) in 2007 concluded that there is a 99.7% probability that an earthquake of M6.7 or greater will hit California within 30 years. Earthquake would most likely originate from the San Andreas fault. **	Likely	January 17, 1994: the Northridge earthquake, caused damage to streets, the sewer system, the water system, public buildings, and privately-owned residential and commercial structures in the City.

* Probability is defined as: Unlikely = 1:1,000 years, Possibly = 1:100-1:1000 years, Likely = 1:10-1:100 years, Highly Likely = 1:1 year

** Uniform California Earthquake Rupture Forecast

Table 9 Vulnerability: Location, Extent, and Probability for the City of Burbank

(See Table 8 for Probability details and explanation.)

Table 10 Hazards: Standardized Measurement Scales below note the standard scales accepted nationally as measures of intensity for the listed disaster types.

HAZARD	SCALE / INDEX	WEAK	MODERATE	SEVERE	EXTREME
Disease	WHO Clinical Progression Scale[1]	Ambulatory	Hospitalized	Critical	Death
Windstorm	Saffir-Simpson Hurricane Wind Scale[2]	1	2	3	4
Drought	Palmer Drought Severity Index[3]	-1.99 TO +1.99	-2.00 to -2.99	-3.00 to -3.99	-4.00 and Below
Wildfire	USDA Forest Service WildFire Classification[4]	1-2	3	4-5	6-7
Flood	First Street Foundation Flood Risk Model[5]	1-2	3-6	7-8	9-10
Earthquake	Modified Mercalli Scale[6]	I to IV	V to VII	VII	IX to XII
	Richter Magnitude[7]	2, 3	4, 5	6	7, 8

1 - https://www.who.int/docs/default-source/documents/emergencies/minimalcoreoutcomemeasure.pdf : 2 - http://nhc.noaa.gov : 3 - https://www.ncdc.noaa.gov/temp-and-precip/drought/historical-palmers/ : 4 - https://www.fs.fed.us/rm/pubs_journals/2018/rmrs_2018_tedim_f001.pdf : 5 - https://firststreet.org/research-lab/published-research/2022-first-street-foundation-flood-model-methodology-addendum/ : 6 - http://earthquake.usgs.gov 7 - http://earthquake.usgs.gov

Table 10 Hazards: Standardized Measurement Scales

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.2.1 CRITICAL FACILITIES** below.

4.2.1 CRITICAL FACILITIES

Speaking generally, FEMA separates critical buildings and facilities into the five categories shown below based on their loss potential. All of the following elements are considered critical facilities:

Essential Facilities are essential to the health and welfare of the whole population and are especially important following hazard events. Essential facilities include hospitals and other medical facilities, police and fire stations, emergency operations centers and evacuation shelters, and schools.

Transportation Systems include airways – airports, heliports; highways – bridges, tunnels, roadbeds, overpasses, transfer centers; railways – trackage, tunnels, bridges, rail yards, depots; and waterways including canals, locks, seaports, ferries, harbors, dry docks, piers.

Lifeline Utility Systems such as potable water, wastewater, oil, natural gas, electric power and communication systems.

High Potential Loss Facilities are facilities that would have a high loss associated with them, such as nuclear power plants, dams, and military installations.

Hazardous Material Facilities include facilities housing industrial/hazardous materials, such as corrosives, explosives, flammable materials, radioactive materials, and toxins.

Q&A | ELEMENT D: MITIGATION STRATEGY | D1
Q: Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3)) A: See **4.2.2 CHANGES IN DEVELOPMENT** below.

4.2.2 CHANGES IN DEVELOPMENT

Since the 2011 HMP, there have been no significant alterations to the development pattern of the City in the hazard-prone areas. This conclusion was reached after a review of the General Plan and discussion with the Planning Team. Furthermore, the Planning Team concluded the overall vulnerability to identified hazards had generally remained the same.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a
Q: Does the plan include a general description of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See introduction for each respective hazard in **4.3 HAZARD PROFILES** subsections below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1c
Q: Does the plan include a description of the **type** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See introduction for each respective hazard in **4.3 HAZARD PROFILES** subsections below.

4.3 HAZARD PROFILES

An important aspect of preparing a mitigation plan is to understand the hazards facing a particular community. Understanding the various hazard risks and consequences is a first step in mitigating adverse effects of these events. A hazard profile is a description and analysis of a specific type of local hazard. It is performed for each hazard and based on criteria, such as frequency, duration, and speed of onset.

4.3.1 EARTHQUAKE

A seismic event, more commonly known as an earthquake or quake, is the sudden motion or trembling that results from the release of strain accumulated within or along the edge of the earth's tectonic plates without warning. Quakes manifest by shaking, displacing, and disrupting the earth and anything on its surface with a range of seismicity from undetectable to levels capable of triggering landslides and/or tsunami. Events of the latter magnitude will have profound effects in the built environment both immediately and over time from aftershocks, topography shifts, and consequent events like ground subsidence, water course shift, etc.

Of the hazards discussed here, earthquakes are a type of disaster that can profoundly affect the integrity of the City's infrastructure. As such, the recovery period for such an event can be on the order of decades as transportation routes are disrupted, structures destroyed, and the citizenry displaced and injured. As with any such incident, those individuals who are part of the access and functional needs (AFN) community would be impacted to a greater degree than the majority of residents.

Essentially, the euphemistic "Big One" can be either a single large earthquake (M7.8 and higher) on the 30mi distant San Andreas Fault or a smaller local event (M6.5 to M7.0+) on faults within or near Burbank. The damage scenarios in the latter case are challenging to model as the event size and proximity are not the only variables. An event could, for example, involve multiple faults cascading to have a cumulative effect. Furthermore, this scenario presupposes that all fault lines in the area are known and this may not be the case.

A localized event in this lower magnitude range on the Verdugo Fault, an unknown fault within the City, or some combination thereof are all possibilities. Estimated economic and casualty impact from simplified scenarios are presented in Section 4.3.1.9.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a
Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.1.1 PREVIOUS OCCURRENCES OF EARTHQUAKES IN BURBANK** below.

4.3.1.1 PREVIOUS OCCURRENCES OF EARTHQUAKES IN BURBANK

The two most significant earthquakes to affect the City were the 1971 Sylmar and the 1994 Northridge events. According to the City of Burbank Hazard Mitigation Plan Update (2011), the 1971 Sylmar earthquake struck on February 9th with an epicenter six miles northeast of Sylmar. The earthquake caused 65 deaths and millions of dollars in property loss. There were numerous instances of bridge, freeway, and hospital damage. The San Gabriel Mountains east of Burbank rose several feet. Surface breaks caused by faulting during the earthquake appeared across the northeastern corner of the San Fernando Valley.

The second major earthquake affecting the City was the Northridge earthquake on January 17th,1994. This event was measured at a magnitude of 6.7 and caused extensive damage to structures and utilities in the City of Burbank. The earthquake originated in a hidden fault approximately eight miles below the surface of the San Fernando Valley to the west. The earthquake caused a rupture along the fault line that traveled upwards in a northwestern direction. The fault, now called the Oak Ridge or Northridge fault system, intersected with a branch of the Sierra Madre fault, which was responsible for the 1971 Sylmar earthquake.

The earthquake lasted approximately 15 seconds. After the initial event, aftershocks of varying magnitude occurred at the rate of approximately 1,000 per day for several weeks. The earthquake caused substantial damage to streets, the sewer system, the water system, public buildings, and privately-owned residential and commercial structures in the City. In the first six months following this disaster, the City expended more than $1 million and thousands of personnel hours on earthquake-related activities.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **LOCAL CONDITIONS** for each respective Hazard Profile below.

4.3.1.2 LOCAL CONDITIONS

There are several active faults that have the potential to impact the City. Among these, the well-known San Andreas fault is considered a “master fault” because it is the boundary of the Pacific and North American tectonic plates. There are also a number of minor faults in the eastern San Fernando and northern San Gabriel Valleys, including the Sierra Madre, Newport-Inglewood, Northridge, and Verdugo faults to consider.

Although seismic events are inherently unpredictable due to many factors including the region’s highly complex geologic nature, the City has been diligent in adopting new and upgraded building standards as they are available. Continuing this wise practice, the Burbank City Council passed resolution 15-7-22 (July, 2022) adopting the most current version of the International Building Code (IBC) as one aspect of an ongoing process of improving building safety and community resilience through higher structural standards.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b
Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.1.3 SAN ANDREAS FAULT ZONE** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d
Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.1.3 SAN ANDREAS FAULT ZONE** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1e
Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.1.3 SAN ANDREAS FAULT ZONE** below.

4.3.1.3 SAN ANDREAS FAULT ZONE

The San Andreas Fault zone has the potential for a strong effect on the City of Burbank. This fault zone extends from the Gulf of California northward to the Cape Mendocino area where it continues northward along the ocean floor. The total length of the San Andreas Fault Zone is approximately 750-miles. The activity of the fault has been recorded during historic events, including the 1906 M8.0 event in San Francisco and the 1857 M7.9 event between Cholame and San Bernardino, where at least 250-miles of surface rupture occurred. These seismic events are among the most significant earthquakes in California history. Geologic evidence suggests that the San Andreas Fault has a 50% chance of producing a magnitude 7.5 to 8.5 quake comparable to the great San Francisco earthquake of 1906 within the next 30 years.

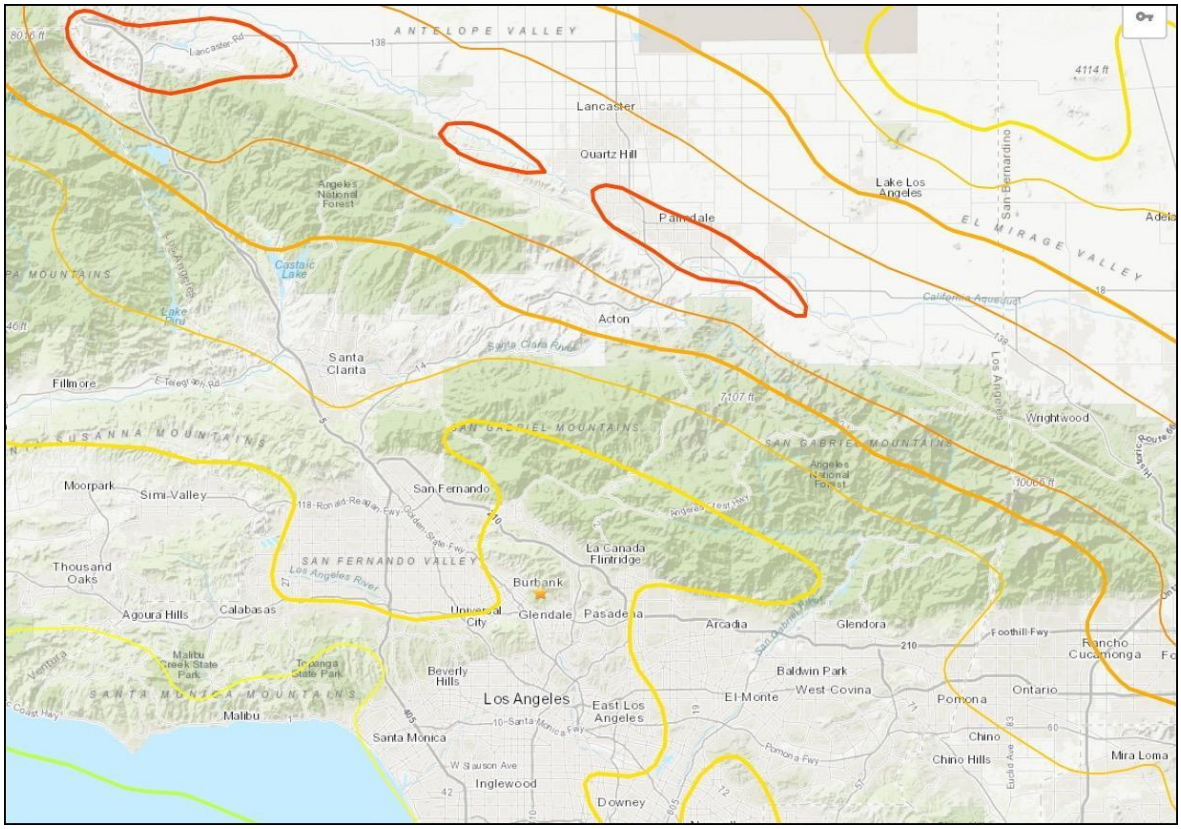


Figure 3 Shake Intensity Map – San Andreas Fault M7.8*

*(Source USGS, Scenario Map, Star indicates City of Burbank)

4.3.1.4 SIERRA MADRE FAULT ZONE

The Sierra Madre fault zone is a series of moderate angle, north-dipping, reverse faults (thrust faults). Movement along these frontal faults has resulted in the uplift of the San Gabriel Mountains. According to the Southern California Earthquake Data Center, rupture on the Sierra Madre fault zone could, theoretically, be limited to one segment at a time, it has recently been suggested that a large event on the San Andreas fault to the north (like that of 1857) could cause simultaneous rupture on reverse faults south of the San Gabriel Mountains – the Sierra Madre fault zone being a prime example of such. Whether this could rupture multiple Sierra Madre fault zone segments simultaneously is unknown. Seismic activity on the Sierra Madre fault is expected to have a maximum magnitude of 7.2.

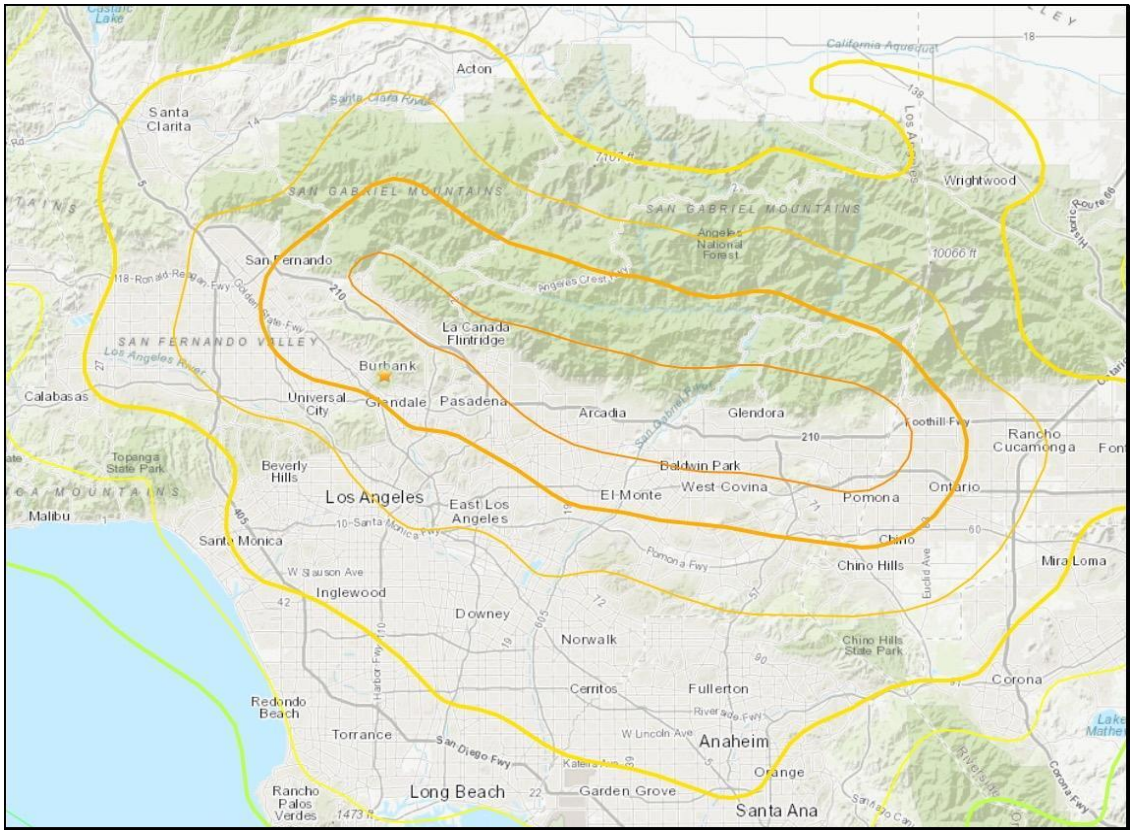


Figure 4 Shake Intensity Map – Sierra Madre Fault M7.2*

*(Source USGS, Scenario Map, Star indicates City of Burbank)

4.3.1.5 NEWPORT-INGLEWOOD FAULT

The Newport-Inglewood fault is a right-lateral fault with a length of 75 kilometers in the Los Angeles Basin. The fault zone can easily be noted by the existence of a chain of low hills extending from Culver City to Signal Hill. South of Signal Hill, it roughly parallels the coastline until just south of Newport Bay, where it heads offshore, and becomes the Newport-Inglewood – Rose Canyon fault zone. The most recent rupture on March 10th, 1993, was an M6.4 subterranean event.

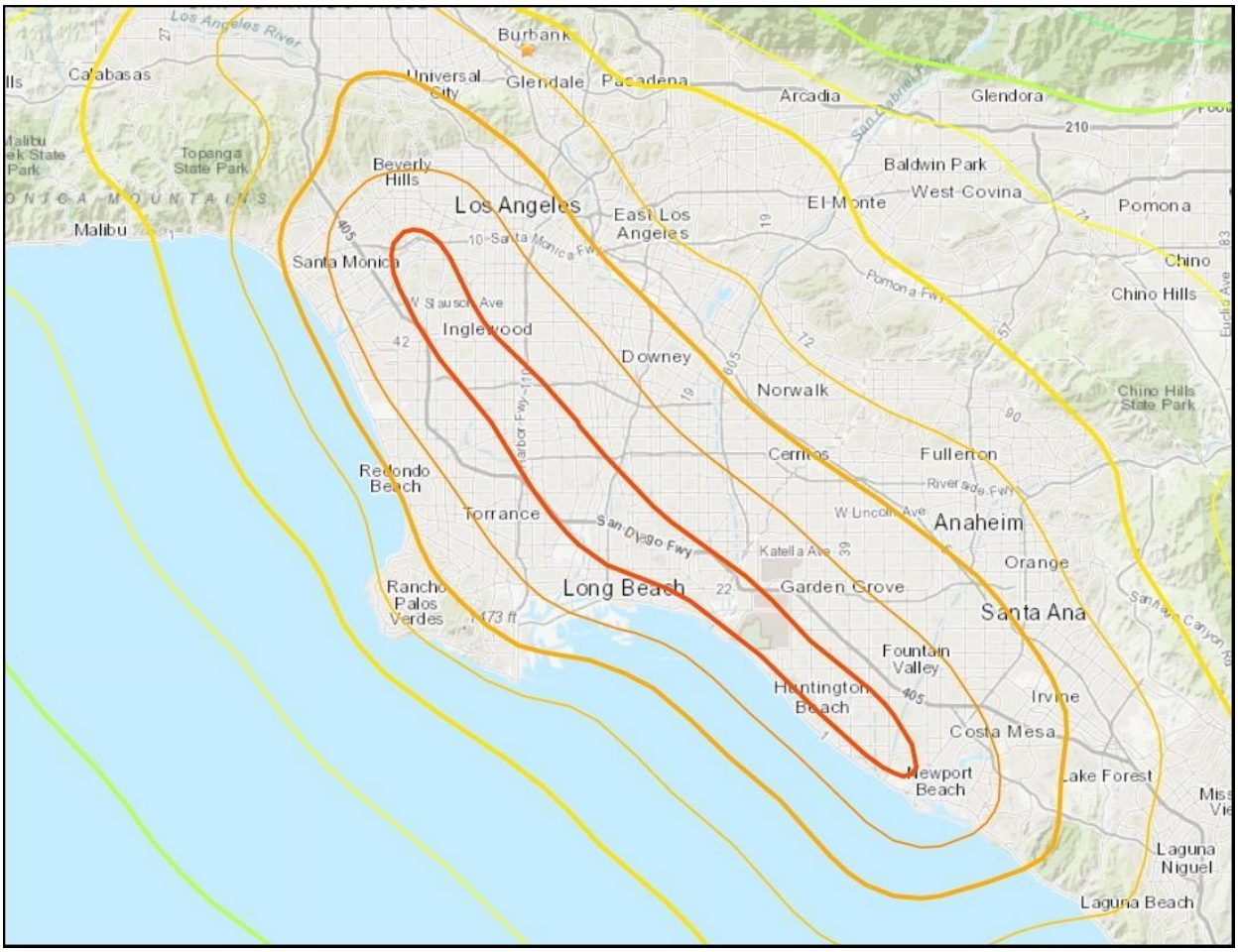


Figure 5 Shake Intensity Map – Newport-Inglewood Fault M7.2*

*(Source USGS, Scenario Map, Star indicates City of Burbank)

4.3.1.6 OAK RIDGE FAULT

The Oak Ridge fault is a thrust fault with a length of 90 kilometers. The fault drops south at an angle less than 45 degrees, meaning the epicenter of an earthquake on this fault could appear distant from the surface trace. The surface track of the Oak Ridge thrust forms a ridge to the south of its trace and is roughly paralleled by both the Santa Clara River and California State Highway 126, from the town of Piru to the coast, just southeast of Ventura. The Oak Ridge thrust continues offshore, out to a point about 20 kilometers due south of Santa Barbara. The offshore segment is associated with a definite zone of active seismicity, though the only known Holocene surface rupture is found well onshore, between the towns of Bardsdale and Fillmore. At its eastern end, the Oak Ridge thrust becomes progressively more difficult to follow and appears to be over thrust by the Santa Susana fault, thus becoming a blind thrust fault. Indeed, the fault associated with the 1994 Northridge earthquake is probably part of the Oak Ridge fault system, as it shares many of the characteristics of this latter fault. This blind thrust fault is known either as the Pico Thrust, named for the Pico Anticline (a geologic fold it is creating), or as the Northridge Thrust, for more obvious reasons. The fault has a probable magnitude of between 6.5 and 7.5.

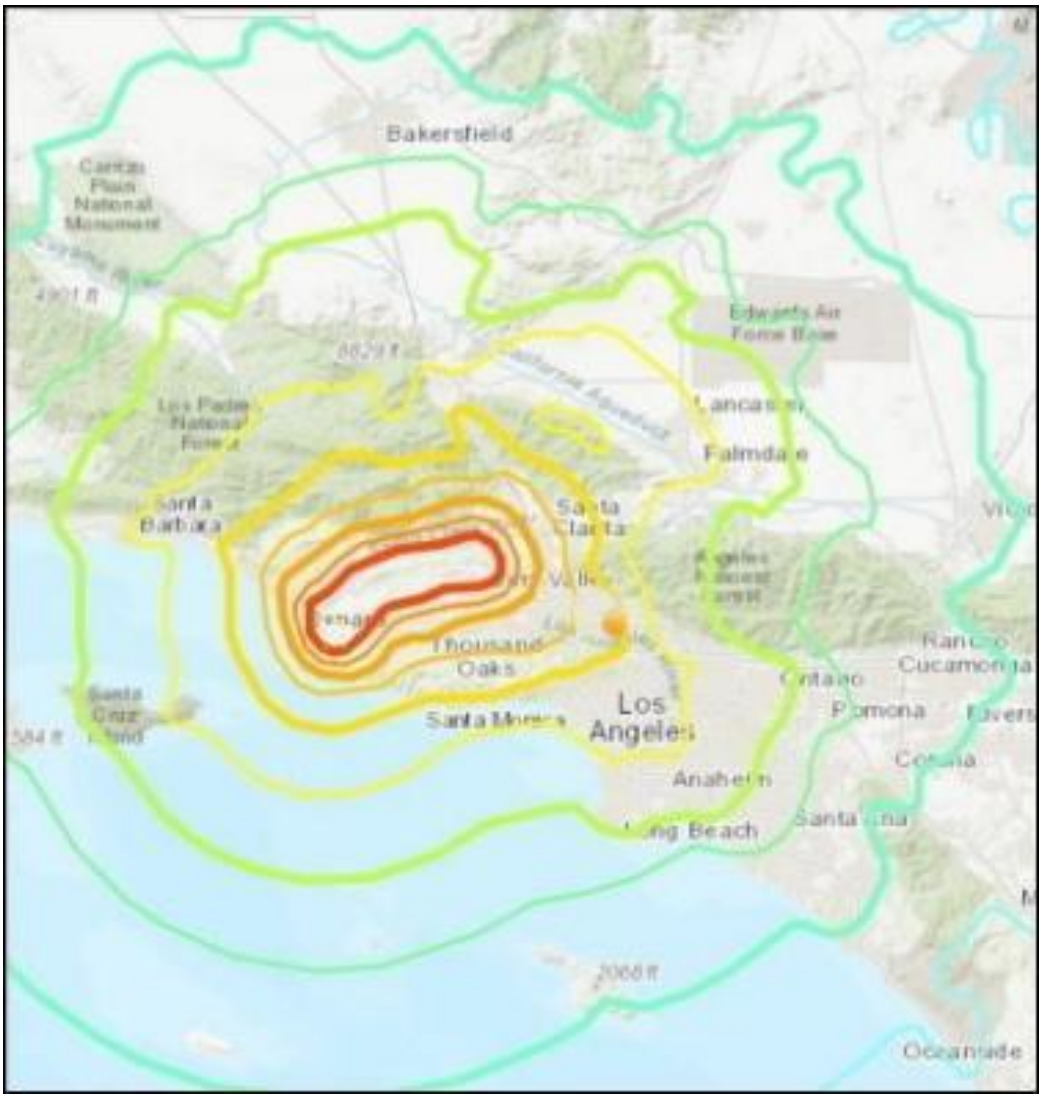


Figure 6 Shake Intensity Map – Oak Ridge Fault M7.2*

***** (Source USGS, Scenario Map, Scenario Map, Star indicates City of Burbank)

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b
Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.1.7 VERDUGO FAULT** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d
Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.1.7 VERDUGO FAULT** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1e
Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.1.7 VERDUGO FAULT** below.

4.3.1.7 VERDUGO FAULT

The presence of a considerable number of active faults makes the City vulnerable to a broad range of interrelated earthquake activity. The segment of the San Andreas fault system in closest proximity and potentially of greatest impact, is the Verdugo Fault, which runs through the City in a southeast to northwesterly direction along Highway 5. According to Weber, et. al., (1980) the fault may be most active between Verdugo Wash on the southeast and Big Tujunga Wash on the northwest portion of the Verdugo's western aspect across a distance of approximately 21 km. The fault runs along the southwest edge of the Verdugo Hills as a north-dipping reverse fault just south of the topographic Verdugo Hills range front. The fault curves under the hills and is covered by sediments to a depth of between 500 and 3500 ft. Over the years, urban development has hidden the 2 to 3 meter high scarps found in alluvial fan deposits along its length in both the Burbank and Glendale jurisdictions prior to urbanization. While the surface of the fault is generally apparent from mapped soil displacement, both the depth and width of the fault zone are not well understood. Previously considered capable of producing a M6.9 quake, as modeled in USGS Figure 7, some recent structural analysis indicates that the fault is not a reverse fault but a somewhat less rupture prone left-lateral strike-slip fault (Walls et al., 1998). Essentially this means that there is gradual horizontal creep along the fault that gradually releases tension that would otherwise be released suddenly during a rupture. It is estimated that the Verdugo Fault is capable of producing a maximum M6.8 magnitude earthquake (SCEDC, 2022).

The City's vulnerability to earthquakes on the Verdugo fault is directly related to the nature of an earthquake instance affecting the jurisdiction, impacts of a given event (liquefaction, uplift, lateral movement, etc.), local soil conditions, and the degree to which the structures in the city have been improved to resist damage. While current technology does not allow us to predict the timing of any given event, how the fault will move, or what surface impacts will predominate, we can measure fault slippage and make estimates of the probability of when a quake within a magnitude range will occur. The Verdugo Fault is slipping at a rate of about 0.5mm/yr,

holds the potential for an event ranging from M6.0 to M6.8 (SCEDC, 2022) and has a 0.063% chance of a M6.5 or greater quake occurring over the next 20 years (USGS, 2008).

The Verdugo Fault presents something of a challenge for vulnerability planning as details regarding both its nature and the danger it poses are limited to intermittent studies and informed probabilities. This lack of detail is owed to the fault's limited scale and lack of profound activity within a time scale of either the City or United States' existence. It is only considered active as there has been rupture movement on it within the Holocene—approximately the last 12,000 years. Regardless of whether any impact from an event on the fault is likely in the near future or not, the City government will continue to work toward fostering a safer environment for its residents through close adherence to best practices and improved building codes.

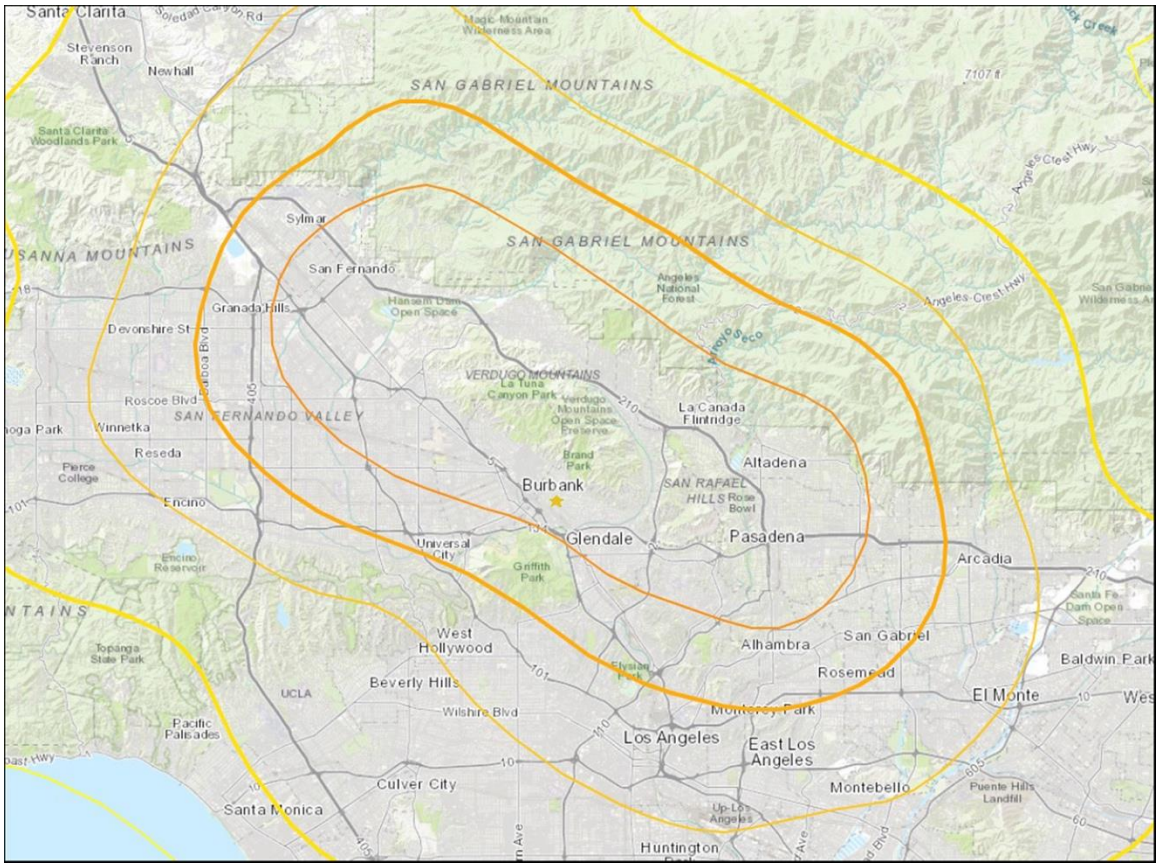


Figure 7 Shake Intensity Map – Verdugo Fault M6.9*

*(Source USGS, Scenario Map, Scenario Map, Star indicates City of Burbank)

4.3.1.8 EARTHQUAKE-RELATED HAZARDS

Direct hazards include ground shaking, landslides, and liquefaction and are the specific hazards associated with earthquakes. The severity of these hazards depends on several factors, including soil and slope conditions, proximity to the fault, earthquake magnitude, and the type of earthquake. There are also consequential hazards that result from these events which can occur, such as building collapse, hazardous material release, structural fire, and other events which are not addressed in depth here

4.3.1.8.1 GROUND SHAKING

Ground shaking is the motion felt on the earth's surface caused by seismic waves generated by the earthquake. It is the primary cause of earthquake damage. The strength of ground shaking depends on the magnitude of the earthquake, the type of fault, and distance from the epicenter--where the earthquake originates. Buildings on poorly consolidated and thick soils will typically see more damage than buildings on consolidated soils and bedrock.

4.3.1.8.2 EARTHQUAKE INDUCED LANDSLIDES

Earthquake induced landslides are secondary earthquake hazards that occur from ground shaking. They can destroy the roads, buildings, utilities, and other critical facilities necessary to respond and recover from an earthquake. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes. Rock falls may happen suddenly and without warning but are more likely to occur in response to earthquake induced ground shaking, during periods of intense rainfall, or as a result of human activities, such as grading and blasting. Ground acceleration of at least 0.10g in steep terrain is necessary to induce earthquake-related rock falls.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.3.1.8.3 LIQUEFACTION** below.

4.3.1.8.3 LIQUEFACTION

Liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by earthquake shaking or equivalent events. Liquefaction occurs in saturated soils, which are soils in which the space between individual soil particles is completely filled with water. This water exerts a pressure on the soil particles that influences how tightly the particles themselves are pressed together. Prior to an earthquake, the water pressure is relatively low; however, earthquake shaking can cause the water pressure to increase to the point where the soil particles can readily move with respect to each other. As liquefaction only occurs in saturated soil, its effects are most commonly observed in low lying areas. Typically, liquefaction is associated with shallow groundwater, which is less than 50-feet beneath the earth's surface. The area noted in Figure 8 Burbank Liquefaction Potential Area has remained mapped to the same extent as in 1999 on the California Dept. of Conservation's California Earthquake Hazards Zone Application (EQ Zapp), however the regional water tables have dropped owing to long term drought conditions and growing urban use requirements over the last 20 years. What should be taken from the area in this map is that the soils have the potential for liquefaction under the right conditions even if they are not at the time of the release of the current LHMP. It should be noted that settlement and spreading of soil can occur as well and these impacts can be challenging to differentiate from the consequences of liquefaction following seismic events.

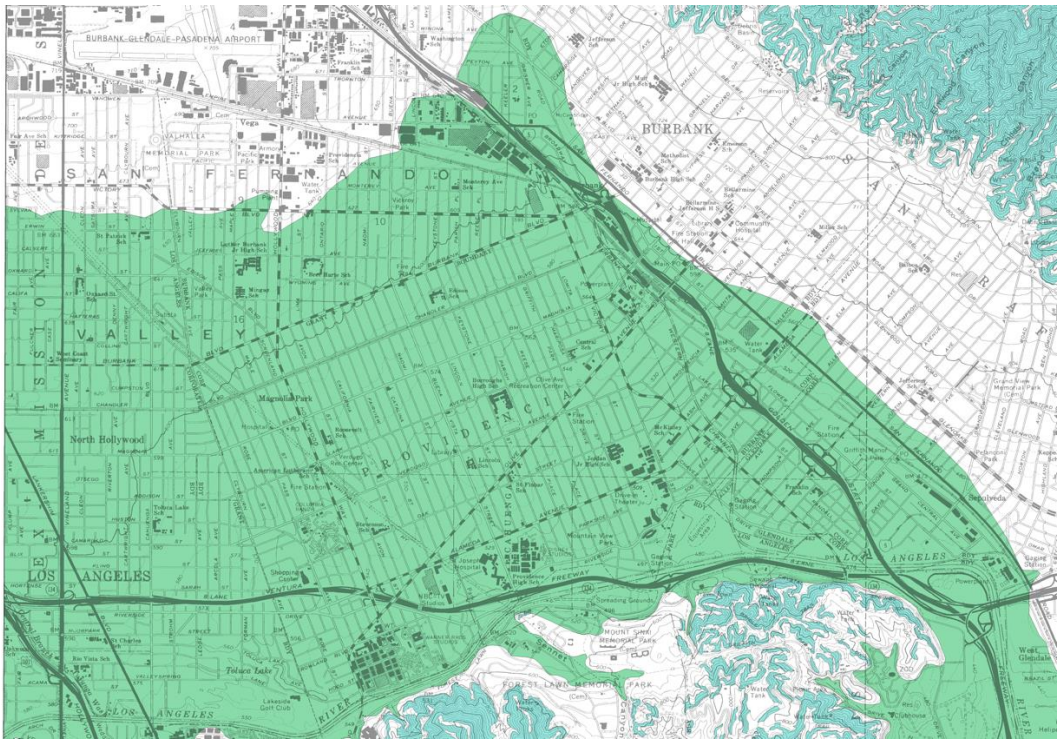


Figure 8 Burbank Liquefaction Potential Area*

* (California Department of Conservation, Division of Mines and Geology, Seismic Hazard Zones, Burbank Quadrangle (Excerpt), Updated Sept 23, 2021)

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a
Q: Is there a description of each hazard's impacts on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii)) A: See **4.3.1.9 IMPACTS OF EARTHQUAKES IN THE CITY OF BURBANK** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.3.1.8 IMPACTS OF EARTHQUAKES IN THE CITY OF BURBANK** below.

4.3.1.9 IMPACTS OF EARTHQUAKES IN THE CITY OF BURBANK

Based on the risk assessment, it is evident that earthquakes will continue to have the greatest potential for devastating impacts across the City of Burbank. Impacts that can generally be anticipated in future events include:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Negative impact on commercial and residential property values
- ✓ Significant economic impact (jobs, sales, tax revenue) within the community
- ✓ Significant disruption to citizens as temporary facilities and relocations would be needed

Specific physical impacts that can be expected include some or all of the following localized issues: flooding from fire sprinkler system failure, minor hazardous material spills, unsecured residential furniture and water heater displacement, cracked water lines, and natural gas leaks. On a wider scale, electrical distribution system damage, both localized potable or recycled water distribution system disruption, transportation system interruption, sewage system breaks, and combinations/hybrids of these issues could manifest. To be fair, there is a wide range of qualifications to consider with respect to when, if, and what degree the physical impacts above and the economic and casualty numbers below are realized. These qualifications include diverse factors such as economic fluctuations, property valuation, soil types, seismic event timing, and steadily improving structural and mitigation guidance among many others. Regardless of these provisos, the scenario estimates here remain valuable to critical discussions, underscoring challenges, and informing planning.

When addressing either residential buildings or City infrastructure a key vulnerability consideration is that they have been constructed across decades of building codes. As a result, it is reasonable to expect uneven structural performance during seismic events across the built environment with more recent construction likely to perform better due to improved safety standards. A critical component of the City's infrastructure that makes for an illustrative example of this can be found in the campus of Burbank's Providence Saint Joseph Medical Center (PSJMC).

The privately owned, 446 bed facility has had considerable construction completed since it opened in 1943 and unsurprisingly has seen uneven structural performance during seismic events that have more directly affected neighboring Southern California communities. Medical facilities of this type cost tens of millions of dollars to upgrade and the only functionally and financially realistic approach to meeting rising safety standards is with ongoing incremental improvements. At the minimum, PSJMC has had strong compliance with state and federal seismic safety standards such as the Alfred E. Alquist Hospital Act of 1973 and FEMA's suggested seismic performance goals for health care facilities (2014). Further addressing seismic safety, the facility's administration has implemented deep soil stabilization work across the center, added structural upgrades informed by building code updates, and replaced aging structures as demonstrated by 2022's $73 million state-of-the-art emergency department building. So, while it can be expected that structural performance will remain uneven, the likelihood of buildings critical to the facility remaining not just structurally sound but in full operation following seismic events has been markedly increased.

In a wider and more historical perspective, certain trends since the previous LHMP was published, which have mitigation planning implications, should be noted for Burbank as a whole. The first is that the population of the city has remained relatively stable with the most recent estimate showing approximately 2% growth (Census.gov 2021). It should be noted however, that the daily gross population can fluctuate greatly when visitors and day worker numbers are considered. The second is a migration of residents from single family to multi-family dwellings. This trend is strongly reflected in a jurisdiction wide building inventory reduction of some 840 structures. The City, with key infrastructure depicted in Figure 9 below, is clearly a built out urban environment subject to rapid re-division, renewal, and structural changes under City code and State law. The result of this significant alteration in the urban residential landscape, regardless of more than a decade of construction under earthquake hazard mitigation focused building codes, has been to increase population density and potential risk. This is reflected in the 2022 HAZUS projections for both economic and casualty impacts.

	M7.8 SAN ANDREAS SCENARIO		M6.7 VERDUGO FAULT	
	2011	2022	2011	2022
DAMAGE & ECONOMIC LOSS				
Undamaged	94.7%	80.5%	28%	33.3%
Minor	4.8%	15.7%	55%	39.4%
Moderate	0.5%	< 3.4%	17%	21.4%
Major	< 0.1%	< 0.1%	2.5%	4.5%
Destroyed	<< 0.1%	<< 0.1%	0.5%	1.5%
Total impacted structures	**5.3%**	**19.6%**	**75%**	**66.8%**
Building economic loss	$76.8MM	$297.87MM	$1,081MM	$2,140.31MM
Transportation economic loss	$3.4MM	$28.76MM	$21.3MM	$120.28MM
Utility economic loss	< $100K	$93.48MM	< $100K	$561.38MM
Total economic loss	$80.2MM	$420.11MM	$1,103MM	$2,821.97MM
CASUALTIES				
Injuries - 2PM	11	143	473	753
Injuries - 2AM	3	23	154	266
Deaths - 2PM	0	1	19	46
Deaths - 2AM	0	0	5	10

Table 11 Impact Summary Comparison for Earthquake Scenarios

It is well documented that, single family dwelling, which generally are single story wood framed structures, are more resilient to moderate seismic events than multifamily, multistory structures. An additional factor in the performance of the type of multistory structures implemented regionally is that they frequently have soft story ground level construction to comply with parking requirements. These units, while reinforced with seismic events in mind, are still considered less resilient to earthquakes and the 2022 HAZUS calculations reflect this.

The percentages depicted in Table 11 reflect how the respective seismic events would affect the City as a whole while being more relatable than the granular building counts provided by HAZUS software. It is clear from these projections that the damage, economic impact, and casualties are expected to be substantially lower for a large quake (M7.8) on the San Andreas fault than a moderate quake on the proximate Verdugo fault (M6.7). Relatively speaking , a seismic event on the Verdugo Fault would result in approximately three times the number of damaged structures, seven times the economic loss, and between six and twelve times the casualties (injuries and deaths) of that of a considerably stronger event on the distant San Andreas Fault.

Finally, it should be clearly stated that the projections summarized in Table 11 should not be interpreted as the literal results of these earthquake scenarios. They should be taken as guidelines and reasonable estimates of the damages, economic impacts, and casualties for an event whose potential toll might be considerably different depending on a large number of interrelated factors.

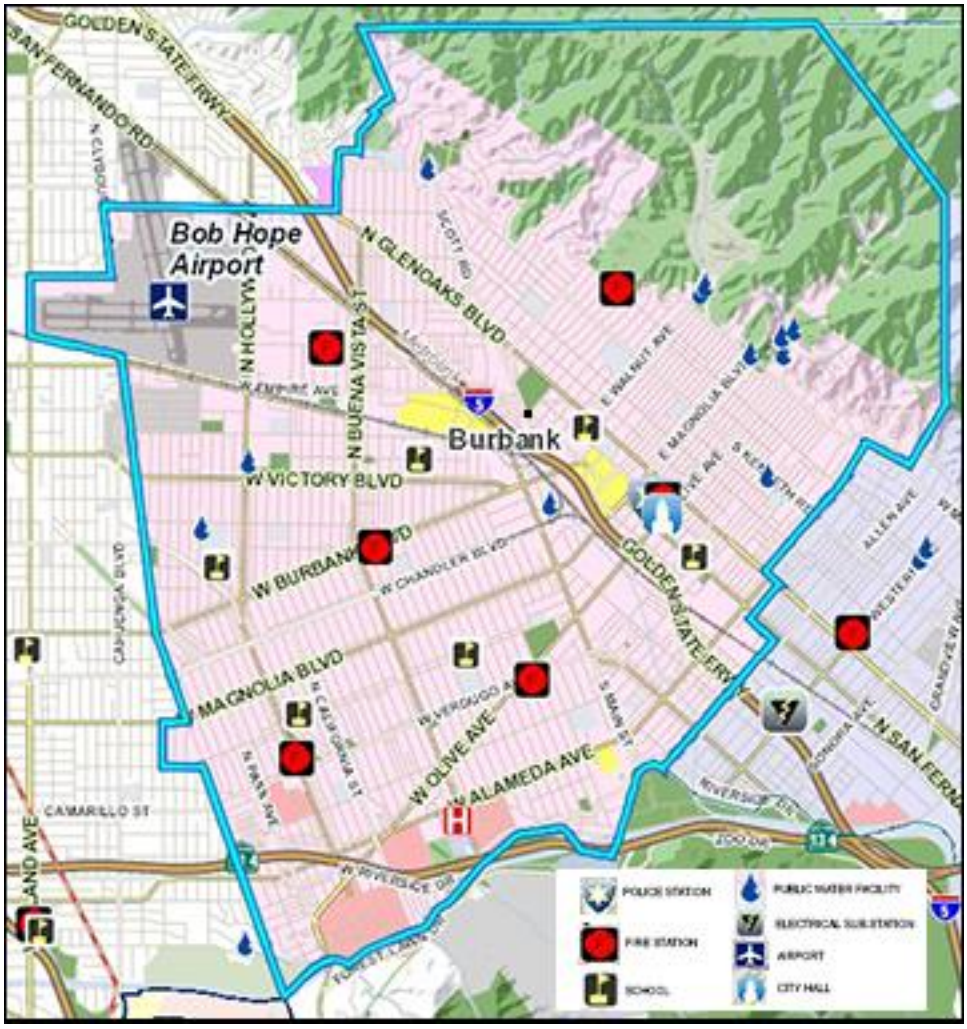


Figure 9 Burbank Critical Infrastructure*

*(GIS-NET Public – Dept. of Regional Planning, Planning and Zoning Information)

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b
Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.2 FLOODS** below.

4.3.2 FLOODS

A flood is an environmental water load that overwhelms natural and/or manmade drainage processes such that a land area which is usually not submerged becomes so for a period sufficient to be hazardous and damaging. Water can pool or be flowing depending on local topology, drainage, soil type, and other factors of the local geography. The extent of damage the water causes is generally a function of its depth, motion, content, and residence time outside its usual channels. While the ponding of water from sustained precipitation is a potential hazard, it is not considered significant for the vast majority of the City of Burbank's area as a result of regional climatic conditions (See Section **4.3.5** DROUGHT) and extensive water management works.

Runoff, "riverine", water management is addressed by the Burbank Public Works department in conjunction with the Los Angeles County-Flood Control District (LACFCD) and Army Corps of Engineers. That area with the greatest potential to be affected is the conjunction of the Lockheed Drain Channel and the Burbank Western Channel—the latter being a minor tributary of the Los Angeles River. These channels are lined in concrete as flood control works and are scheduled to receive improvements by the Army Corps to further reduce the possibility of bank overtopping in the event of heavy regional precipitation. That area which would be affected is noted as the floodplain designated in the FEMA Flood Insurance Rate Map (FIRM) for the City of Burbank below.

A floodplain is a land area adjacent to a river, stream, lake, estuary, or other water body that is subject to flooding. This area, depending on extent and urban land use changes, acts to store flood waters that exceed drainage channel capacity. The floodplain is made up of two sections: the floodway and the flood fringe. These components of the floodplain are judged with respect to 100-year flood events. The 100-year flood is that event having a one percent chance of being equaled or exceeded in magnitude in any given year. Consequently, the 100-year floodplain is the area adjoining a given watercourse that becomes inundated during the occurrence of a 100-year flood.

4.3.2.1 NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

Established in 1968, FEMA's NFIP provides federally backed flood insurance to homeowners, renters, and businesses in communities that adopt and enforce floodplain management ordinances to reduce future flood damage. The City of Burbank adopted a floodplain management ordinance as noted in California Building Code 9-1-2-G102.2 [Appendix-G] and has Flood Insurance Rate Maps (FIRMs) that show floodways, 100-year flood zones, and 500-year flood zones. The Chief Assistant Public Works Director/City Engineer is designated as floodplain administrator and their duties are noted in California Building Code 9-1-2-G103.10 [Appendix-G]. These components of the Burbank Municipal Code are current as of August 10th, 2021 relative to this mitigation plan.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d
Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.2.2 NFIP PARTICIPATION** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1e
Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.2.2 NFIP PARTICIPATION** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.3.2.2 NFIP PARTICIPATION** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C2
Q: Does the plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii)) A: See **4.3.2.2 NFIP PARTICIPATION** below.

4.3.2.2 NFIP PARTICIPATION

The City of Burbank (Community #065018) participates in the NFIP, and its FIRMs were last updated on September 26th, 2008. These maps represent flood risks at that time and did not incorporate planning for floodplain changes due to future development. While FEMA is considering changing that policy, it would be marginally relevant for a built-out city, such as Burbank, where even redevelopment is infrequent and the areas of mapped flood risk area–rated A, AE, or AO–are of limited extent. The area noted in Figures 10, 11, and 12 detail the extent of concern for flooding in Burbank as a result of channel overflow during a 100-year flood event. The extent is limited based on current data and may be reduced further as more recent climate data enters the calculated record for what constitutes a 100-year flood in the region.

The FEMA floodplain maps delineate the 100-year floodplain boundaries and other potentially flood-prone areas as defined above. The 100-year flood is the flood with a 1% chance of being exceeded in any given year. A 1% annual chance of flooding corresponds to about a 26% chance of flooding in a 30-year time period. Detailed floodplain boundaries are shown on the Flood Insurance Rate Maps.

The FEMA Flood Insurance Study and Flood Insurance Rate Maps include a large number of terms of art and acronyms. A glossary of the terms used in flood hazard mapping is available on the FEMA website in the following document:

http://www.fema.gov/pdf/floodplain/nfip_sg_appendix_d.pdf

Figure 10 Los Angeles County FIRMette, Panel 1328*

*(Source FEMA, FEMA Flood Map Service Center)

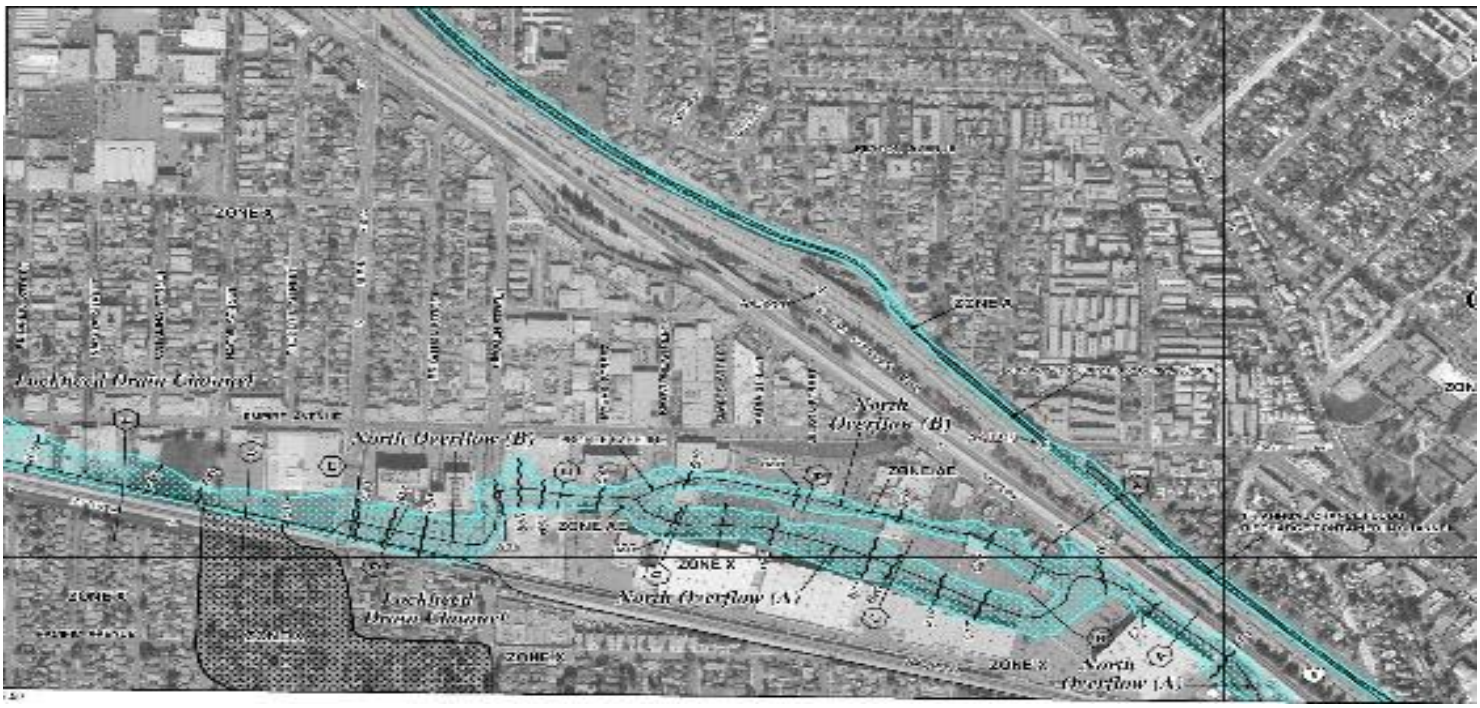


Figure 11 Los Angeles County FIRMette, Panel 1329*

*(Source FEMA, FEMA Flood Map Service Center)

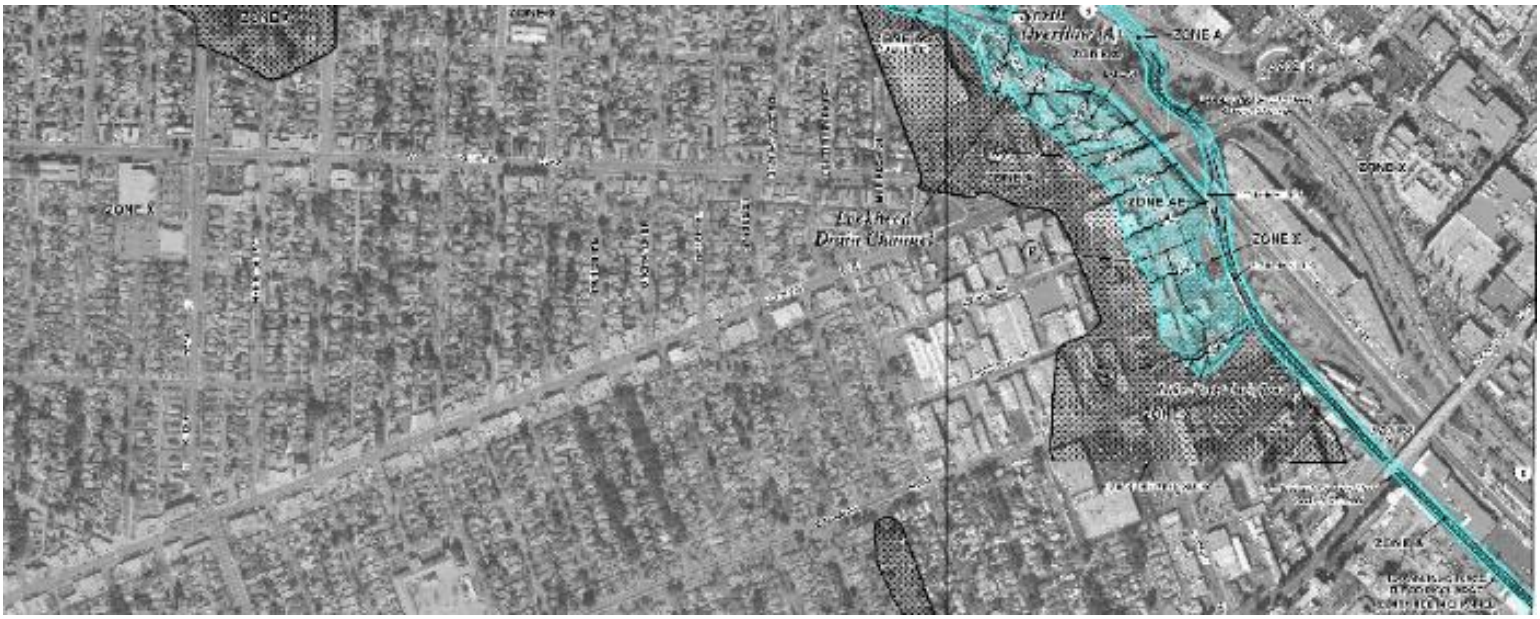


Figure 12 Los Angeles County FIRMette, Panel 1337*

*(Source FEMA, FEMA Flood Map Service Center)

The City's Non-Special Flood Hazard Area (NSFHA) is not in any imminent danger from flooding as a result of geography, ongoing water management improvements, and increasingly common drought conditions throughout the region; however, it is important to note that structures within an NSFHA are still at some risk as more than 20% of all flood insurance claims nationwide come from areas outside of mapped high-risk flood zones. With this in mind, the City will continue to adopt and enforce building codes, as noted above, that protect the citizens and property within its jurisdiction.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B4
Q: Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii)) A: See **4.3.2.3 REPETITIVE LOSS PROPERTIES** below.

4.3.2.3 REPETITIVE LOSS PROPERTIES

Repetitive Loss Properties (RLPs) are most susceptible to flood damages; therefore, they have been the focus of flood hazard mitigation programs. Unlike a countywide program, the Floodplain Management Plan (FMP) for repetitive loss properties involves highly diversified property profiles, drainage issues, and property owner's interest. It also requires public involvement processes unique to each RLP area. The objective of an FMP is to provide specific potential mitigation measures and activities to best address the problems and needs of communities with repetitive loss properties. A repetitive loss property is one for which two or more claims of $1,000 or more have been paid by the National Flood Insurance Program (NFIP) within any given 10-year period. According to FIRM map resources and a lack of recorded loss within the noted 10-year window, none of the properties within the City of Burbank borders are designated to be within the RPL category.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a
Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.2.4 LOCAL CONDITIONS** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a
Q: Is there a description of each hazard's impacts on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii)) A: See **4.3.2.4 LOCAL CONDITIONS** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.3.2.4 LOCAL CONDITIONS** below.

4.3.2.4 LOCAL CONDITIONS

The potential for flooding in Burbank is primarily related to one or more major winter rain events causing flood control channels to spill over bank. Although this type of flooding has not occurred in the City since modern flood controls were implemented, FIRMs designate the areas illustrated in Figures 10, 11, 12 as being within the 100-year floodplain. The City's 2011 LHMP describes these areas of the 100-year floodplain as follows:

- ✓ A narrow area west of Victory Boulevard in the vicinity of South Main Street
- ✓ Several limited areas south of Highway 134 near Burbank's southern boundary
- ✓ An area adjacent to the Lockheed Drain Channel near Empire Avenue and W. Vanowen St. Street from near the Burbank Airport eastwards towards Interstate 5, then southward in the vicinity of Victory Boulevard

The possibility of flooding in the latter area is expected to be reduced upon completion of soon to be scheduled Army Corps of Engineer flood control improvements. Furthermore, it should be stressed that the extent of areas within the FEMA mapped 100-year floodplains have far larger adjoining areas that are mapped outside even the 500-year flood area (Zone X). The majority of the City is in fact categorized as Zone X with the exception of one section in northeastern Burbank where no FIRM analysis has been conducted (Zone D) due to its elevation in the Verdugo Hills.

There are no large dams in the immediate vicinity of Burbank and water storage works within the City are limited to relatively small potable water storage sites. Reservoirs are, for the sake of hazard analysis, considered dams and as such we note that minor "dams" exist in the jurisdiction: Reservoir 4 and Reservoir 5 being the largest of these holding units and the only ones with a limited potential flood risk.

The inundation maps depict scenarios in which there were catastrophic structural failures in Reservoir 4's east side, Reservoir 4's south side, Reservoir 5's east side, Reservoir 5's south side, or Reservoir 5's west side in Figures 13, 14, 15, 16, and 17 respectively. In addition to these reservoirs, there are several "debris basins" within the City with the largest identified as the Stough and Lower Sunset Debris Basins. These structures are works designed to capture sediment, gravel, boulders, and vegetative debris that are washed out of the canyons during storms but allow water to flow into the downstream storm drain system, thereby reducing flood risk for communities downstream of the facility. They are typically located at the mouths of canyons and are key components of the Los Angeles County Flood Control District's flood risk management system. It is notable that these basins do not normally either retain water or have the potential for catastrophic failure as a reservoir.

In the event flooding were to occur, the geographical areas affected include those delimited in figures 13 through 17 below related to failure of water containment structures and figures 10 through 12 above related to bank overflow due to exceptional regional precipitation. For the figures that outline the areas affected by sudden containment failure, there is potential for highly localized property damage and personal injury mainly at the initial release where water levels would be highest. In an effort to mitigate this danger, there has been ongoing maintenance and upgrade work as part of the City's CIP budget for storage facilities (See adopted CIPs FY2018-19 thru 2022-23 for recent individual project funding and work detail examples) within the jurisdiction. As these units are small scale water retention locations, the released water can reasonably be expected to drain expeditiously into the subsurface water drainage system as it spreads out.

It should be noted that Burbank has instituted mitigation efforts for sudden flooding events that include educational material, public services, and street design. Educational material for homeowners and a limited supply of free sandbags to residents who are unable to acquire them from local commercial sources are available through the City's Public Works Department. In areas prone to heavy runoff from sudden high precipitation events, geographically relevant roadways are designed to contain and channel runoff such that water flow is directed into the City's drainage system. A prime example of this design can be found in Burbank's Country Club Drive which accesses the Verdugos and can act as a drainage channel for flooding.

Flooding is the most common disaster event in the United States and while a disaster declaration as a result of this type of event is unlikely in Burbank, there are conditions in which flood waters could impact transportation routes and hence emergency response services indirectly with traffic complications. Emergency response vehicles are not expected to be directly affected. As a caveat we should remember that evolving urban surface conditions within, up, and downstream of Burbank, seasonal and climatic precipitation variability, and flood protection measure updates can act to influence the flood potential for any given or series of precipitation events.

While neither flood maps from Los Angeles County's Public Works Department or FEMA's Flood Map Service Center indicate extensive areas affected by flooding there are key transportation routes in close proximity to or running through lands which have that potential during extended periods of heavy precipitation. Flooding in these locations can impact both residential and commercial traffic at the locations noted below.

- Burbank Roadways:
  - The intersection of Burbank Boulevard, Victory Boulevard and Victory Place
  - North Buena Vista Street
  - Griffith Park Drive between Chandler Boulevard and Olive Avenue
  - Virginia Avenue between Olive Avenue and Oak Street
  - Oak Street between Virginia Avenue and Glenwood Place
  - The intersection of Lake Street and Chestnut Street
  - Empire Avenue in the vicinity of the Burbank airport
  - Lincoln at the Interstate 5 freeway off ramp*
  - Country Club Drive and Harvard Canyon Road above the golf course
- Southern Pacific Railway crossings:
  - Railroad above Hollywood Way at Empire*
  - Railroad above Hollywood Way at San Fernando*
  - Railroad at the San Fernando pedestrian tunnel*
  - Railroad above Victory Place*
  - Railroad above Alameda*

*(Storm water pumps have been installed to mitigate flooding)

In a general hazard perspective, the impacts on the jurisdiction from flooding are expected to be minimal as a result of robust flood control measures and profound drought conditions across the region which reduce both the number and severity of precipitation events. Historically, the City does not have any recent incidents of flooding which have resulted in either minor widespread or severe localized damage. The last such events occurred in 1938 with the Los Angeles river over spilling its banks and 1941 when Lockheed Corporation factory buildings were damaged. There are no documented resident casualties since the 1938 event nor extensive damage since the 1941 event respectively as a result of flooding and none are currently anticipated due to extensive flood control works, drier conditions, and modern forecasting and alerting systems. Finally, there are no properties in the jurisdiction that are categorized as repetitive loss buildings within the FEMA mapped flood zones noted as type A, AE, or AO.

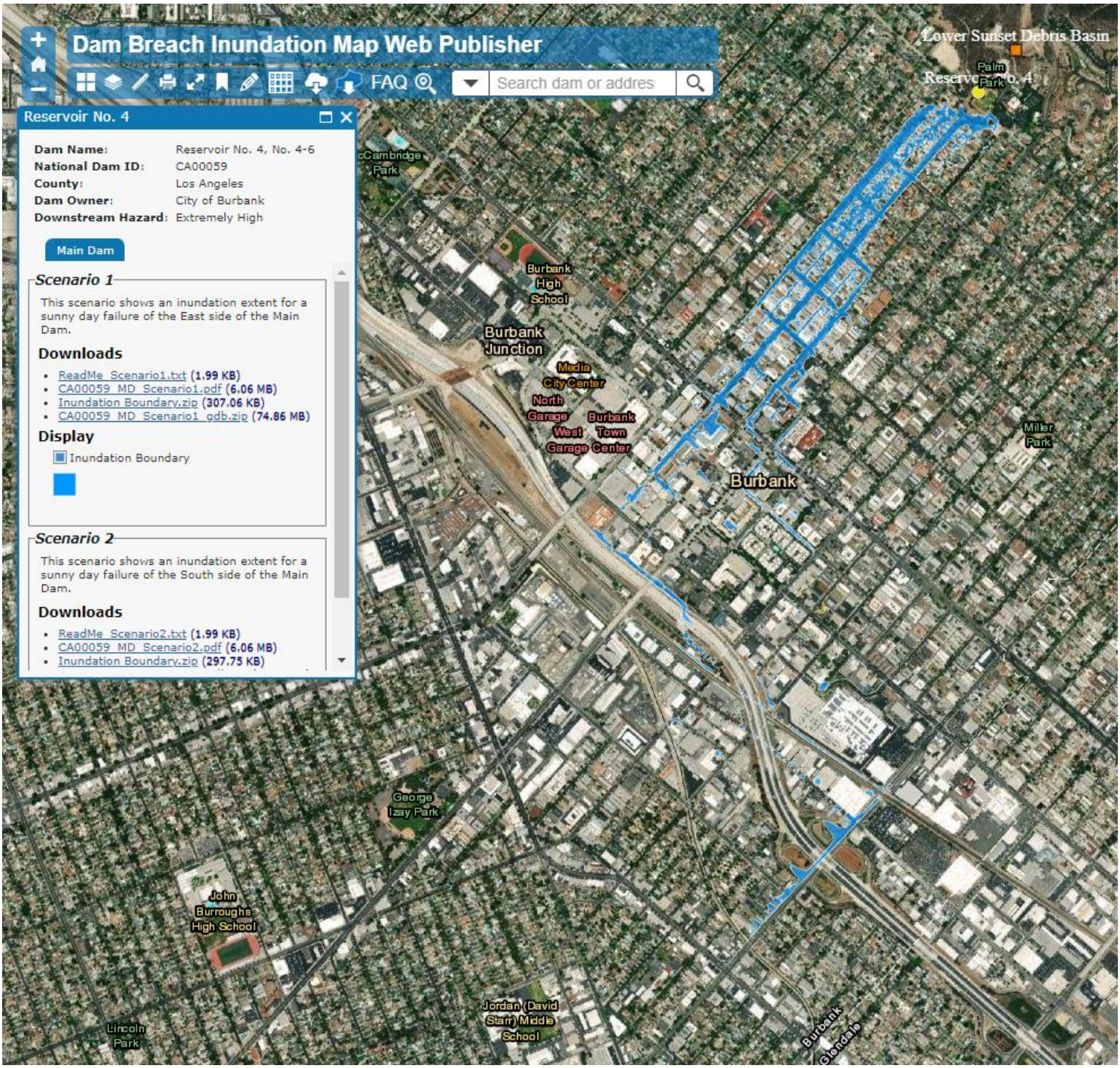


Figure 13 Reservoir 4 East Side Failure Inundation Map

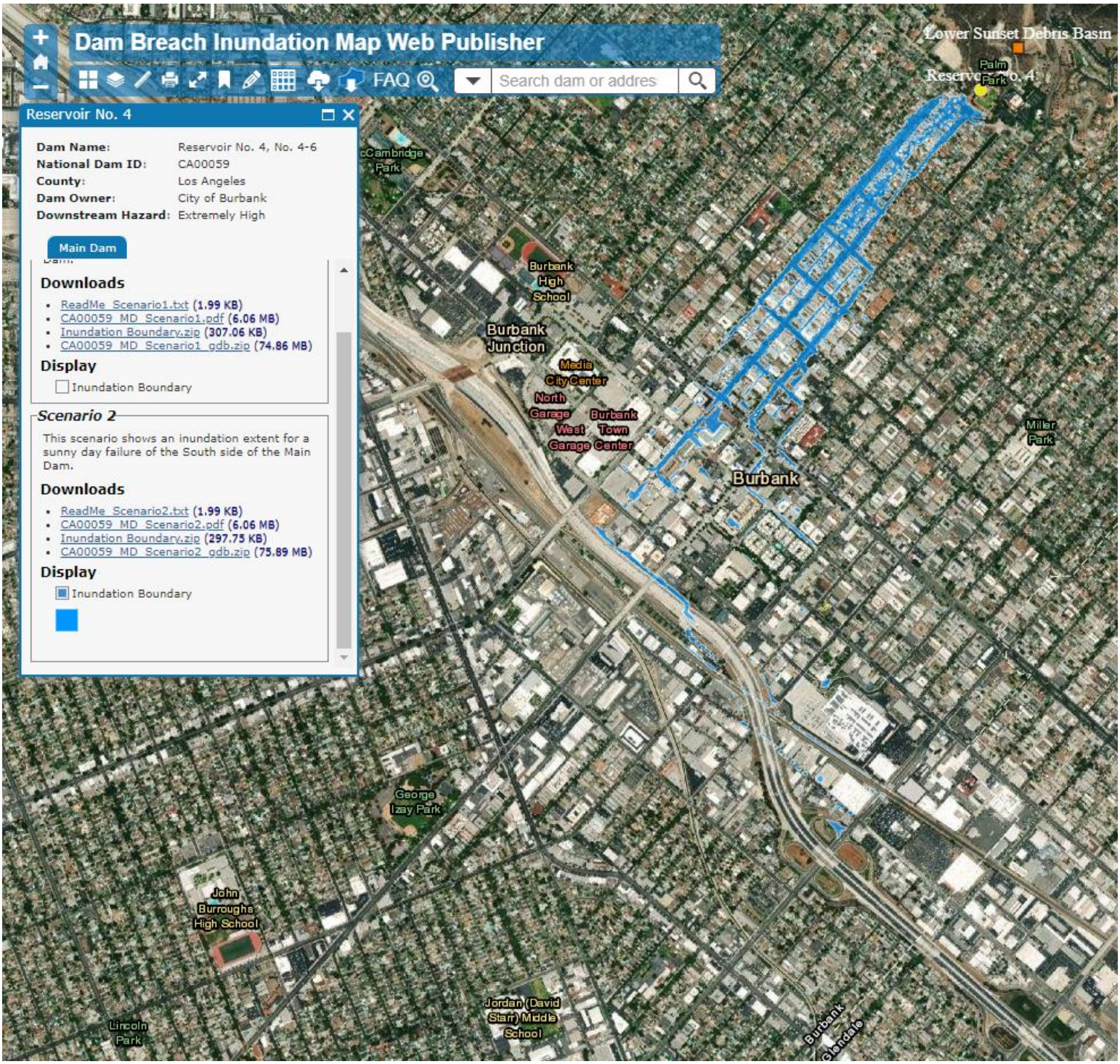


Figure 14 Reservoir 4 South Side Failure Inundation Map

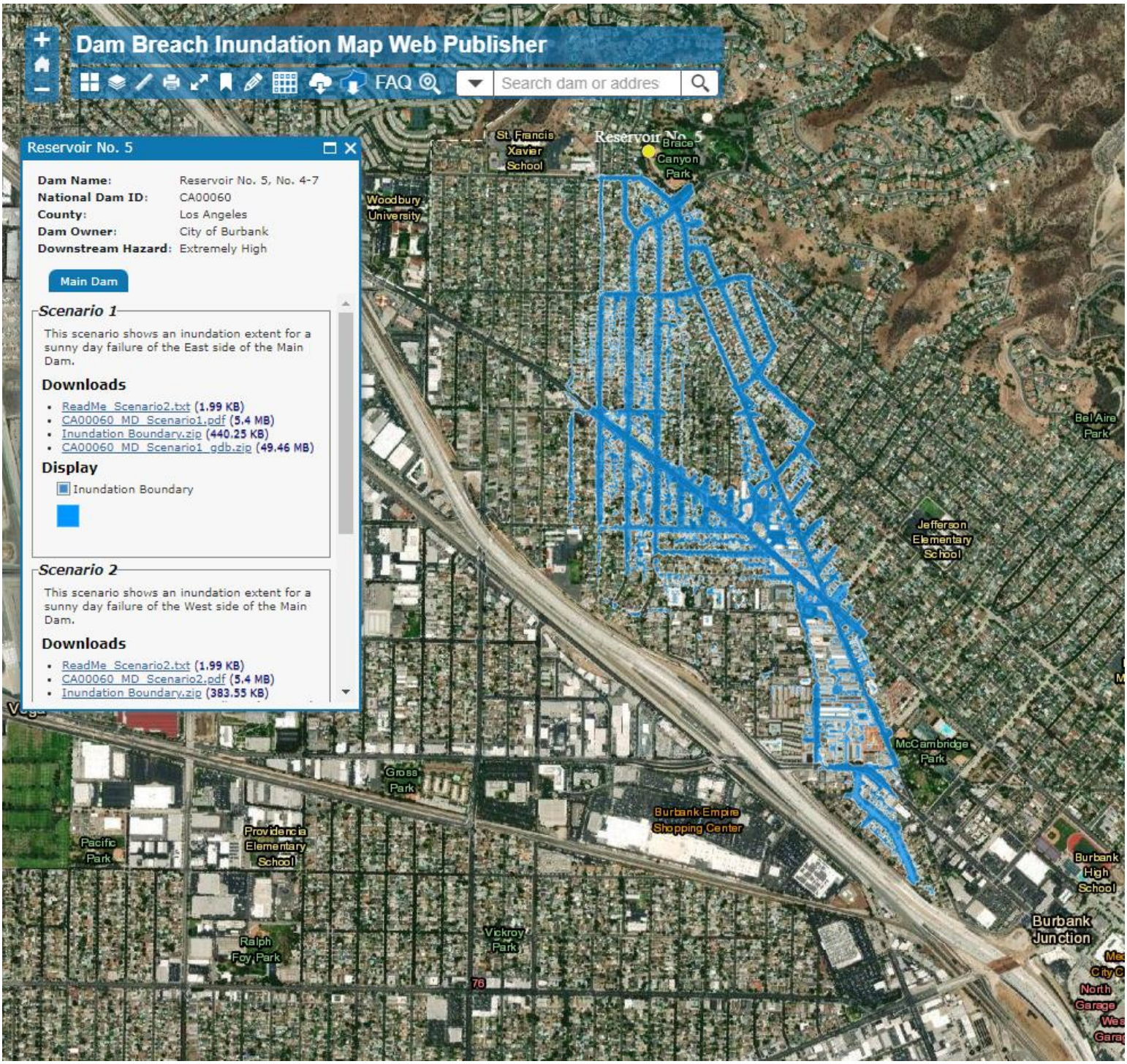


Figure 15 Reservoir 5 East Side Failure Inundation Map

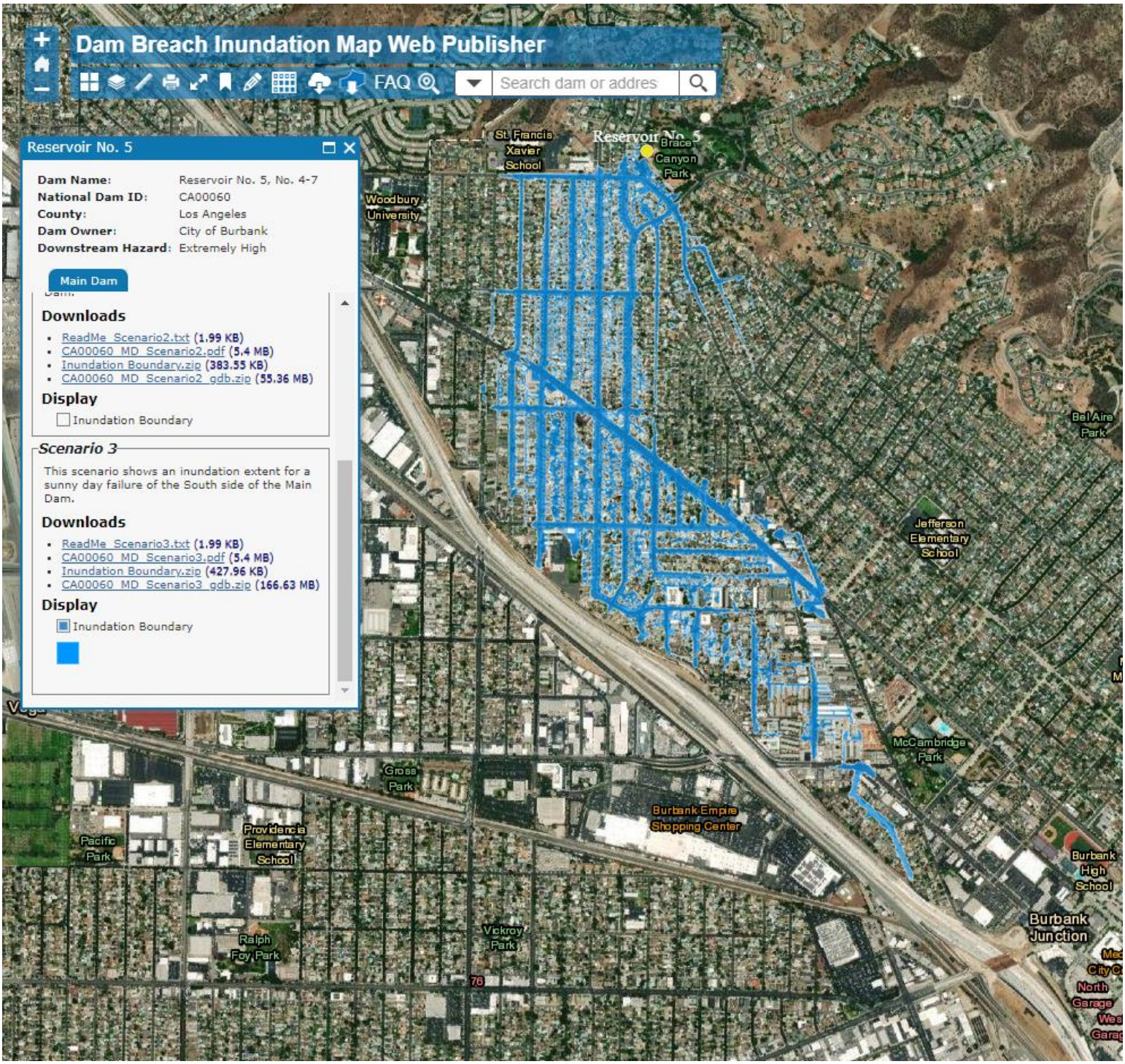


Figure 16 Reservoir 5 South Side Failure Inundation Map

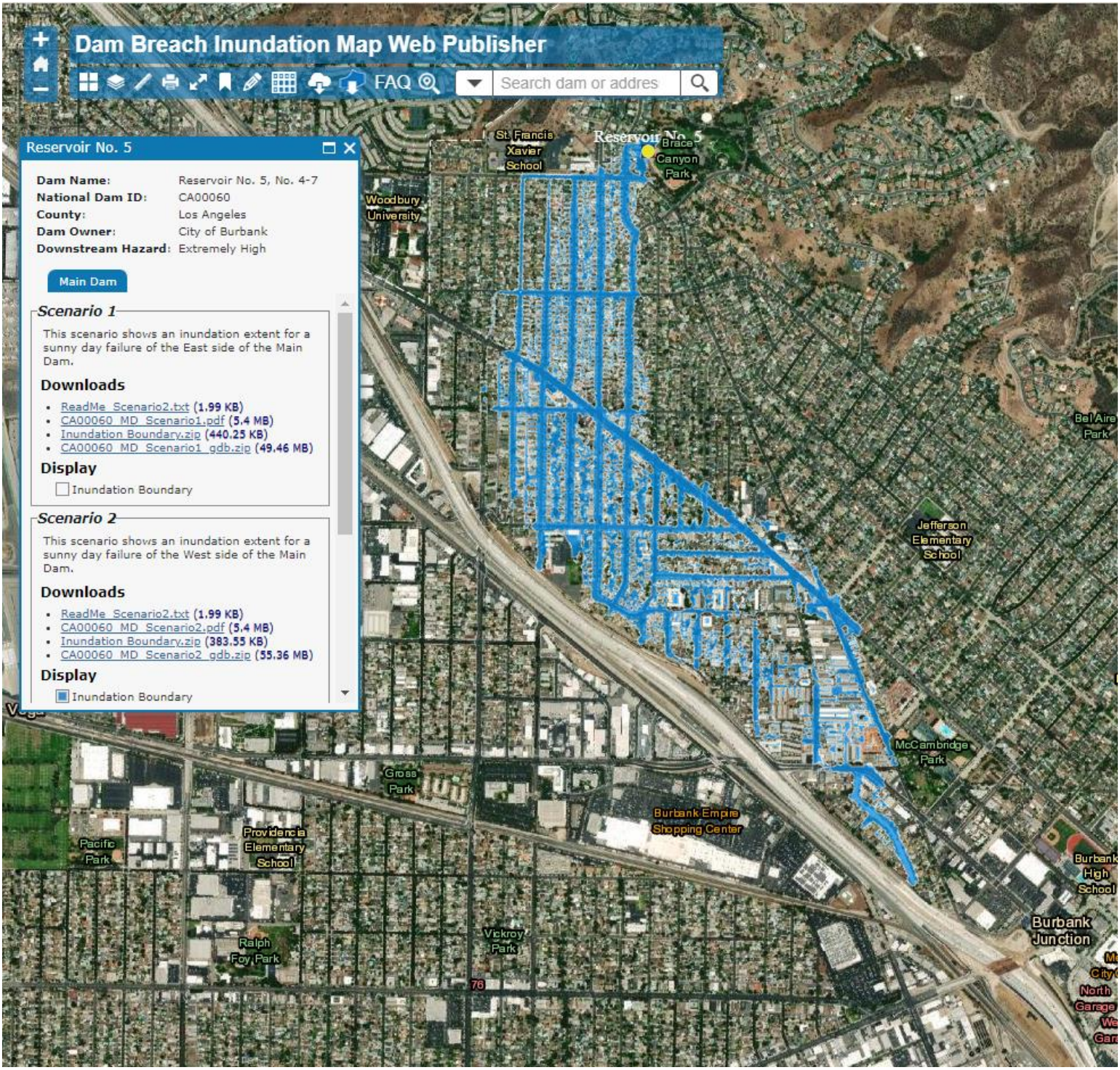


Figure 17 Reservoir 5 West Side Failure Inundation Map

Taking into consideration the extensive flood control works throughout the city, high percentage of the land that is outside the 100-year floodplain, and prevalence of severe drought across the region, it would appear that floods in the jurisdiction are unlikely. However, remembering that floods are the most common disaster in the United States and ongoing climate change is responsible for a higher degree of variability with respect to both type and severity of local weather, ongoing reevaluation of vulnerabilities to flooding will remain a consideration.

4.3.3 WINDSTORMS

Santa Ana winds are generally defined as warm, dry winds that blow from the east or northeast offshore. These winds occur below the passes and canyons of the coastal ranges of Southern California and in the Los Angeles and Orange County basins. Santa Ana winds often blow with exceptional speed in the Santa Ana Canyon. Forecasters at the National Weather Service offices in Oxnard and San Diego usually place speed minimums on these winds and reserve the use of "Santa Ana" for winds greater than 25 knots where 1 knot is 1.15MPH or 1.85KPH. These winds accelerate to 35 knots as they move through canyons and passes with gusts as high as 60 knots.

The complex topography of Southern California combined with various atmospheric conditions create numerous scenarios that may cause widespread or isolated Santa Ana events. Commonly, Santa Ana winds develop when a region of high pressure builds over the Great Basin (the high plateau east of the Sierra Mountains and west of the Rocky Mountains, including most of Nevada and Utah). Clockwise circulation around the center of this high-pressure area forces air downslope from the high plateau. The air warms as it descends toward the California coast at the rate of five degrees Fahrenheit per thousand feet due to compressional heating. The air originates in an arid climate, and its relative humidity decreases further as its temperature rises.

These regional winds typically occur from October to March as depicted in Figure 18. According to most accounts, they are named either for the Santa Ana River Valley where they originate, or for the Santa Ana Canyon, southeast of Los Angeles, where they are known to accelerate though. For scale and perspective we have included the widely known Beaufort Wind Scale, reproduced with land wind speeds in Table 12 below.

Force	Speed (MPH/KPH)	Description	Specification
0	0-1 / 0-2	Calm	Calm; smoke rises vertically.
1	1-3 / 2-5	Light Air	Direction of wind shown by smoke drift, but not by wind vanes.
2	4-7 / 6-11	Light Breeze	Wind felt on face; leaves rustle; ordinary vanes moved by wind.
3	8-12 / 12-19	Gentle Breeze	Leaves and small twigs in constant motion; wind extends light flag.
4	13-18 / 20-29	Moderate Breeze	Raises dust and loose paper; small branches are moved.
5	19-24 / 30-39	Fresh Breeze	Small trees in leaf begin to sway; crested wavelets form on inland waters.
6	25-31 / 40-50	Strong Breeze	Large branches in motion; whistling heard in telegraph wires; umbrellas used with difficulty.
7	32-38 / 51-61	Near Gale	Whole trees in motion; inconvenience felt when walking against the wind.
8	39-46 / 62-74	Gale	Breaks twigs off trees; generally, impedes progress.
9	47-54 / 75-87	Severe Gale	Slight structural damage occurs (chimney-pots and slates removed)
10	55-63 / 88-101	Storm	Seldom experienced inland; trees uprooted; considerable structural damage occurs.
11	64-72 / 102-116	Violent Storm	Very rarely experienced; accompanied by wide-spread damage.
12	72-83 / 117-134	Hurricane	Saffir-Simpson Hurricane Wind Scale applicable at this speed and higher.

Table 12 Beaufort Wind Scale*

*(Source: Weather.gov)

4.3.3.1 WINDSTORM IMPACTS

Windstorm events can be expected, perhaps annually, across widespread areas of the region which can be adversely impacted during a windstorm event. This can result in the involvement of emergency response personnel during wide-ranging windstorm or microburst tornadic activity.

4.3.3.1.1 LIFE AND PROPERTY

Both residential and commercial structures with weak reinforcement are susceptible to damage. Wind pressure can act as a direct assault on a structure, pushing walls, doors, and windows inward. Conversely, passing currents create forces that pull building components and surfaces outward. With extreme wind forces, roofs can be displaced, or entire buildings can collapse resulting in considerable local damage and injury or death to both occupants and those nearby.

4.3.3.1.2 UTILITIES

Historically, falling trees are the major cause of power outages in the project area. Windstorms, such as strong microbursts and Santa Ana Wind conditions cause flying debris and downed utility lines. For example, tree limbs breaking from winds of only 45MPH/72KPH can be thrown over 75-feet, while overhead power lines are damaged in even relatively minor windstorm events. Furthermore, falling trees bring electric power lines down to the pavement, creating the potential for lethal electric shock and fires.

4.3.3.1.3 INFRASTRUCTURE

Windstorms damage buildings, power lines, and other infrastructure, due to falling trees and branches. During the rainy season, particularly rare heavy precipitation events, saturated soils result in trees becoming unstable and more vulnerable to uprooting during high wind events.

4.3.3.1.4 FIRE THREAT

Perhaps the greatest danger from windstorm activity in the project area comes from the combination of the Santa Ana winds with the major fires that occur every few years in the urban/wildland interface. With the Santa Ana winds driving the flames, the speed and reach of the conflagration can be greatly enhanced making both civil population warning and firefighting activities difficult if not impossible.

4.3.3.1.5 TRANSPORTATION

Windstorm activity impacts local transportation in addition to the problems caused by downed trees and electrical wires blocking streets and highways. During periods of extremely strong Santa Ana winds, major highways can be temporarily closed to truck and recreational vehicle traffic; however, these disruptions are typically not long lasting, and they do not carry a severe long-term economic impact on the region.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a
Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.3.2 PREVIOUS OCCURRENCES OF WINDSTORMS IN THE CITY OF BURBANK** below.

Figure 18 Santa Ana Wind Direction and Impact Area*

*(Source AccuWeather)

4.3.3.2 PREVIOUS OCCURENCES OF WINDSTORMS IN THE CITY OF BURBANK

The City has not directly experienced devastation from windstorm hazards; however, neighboring communities in the foothills of the San Gabriel Mountains endured toppled trees, power outages, and millions of dollars' worth of damage due to the 2011 Santa Ana winds. Based on local history, most incidents of high wind in the County of Los Angeles are the result of Santa Ana and El Niño related conditions. While high-impact wind incidents are not frequent in the area, significant wind events and sporadic tornado activity have been known to negatively affect the county. Between 2015-2019, the County of Los Angeles experienced 49 wind related events with gusts reaching 79MPH/127KPH. Although the region did not suffer fatalities or serious injuries, high winds fueled the devastating Thomas Fire (2017).

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d
Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.3.3 LOCAL CONDITIONS** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1e
Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.3.3 LOCAL CONDITIONS** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.3.3.3 LOCAL CONDITIONS** below.

4.3.3.3 LOCAL CONDITIONS

Incidents of high winds in the City are primarily the result of Santa Ana conditions. These conditions and related damaging events have been known to negatively impact the local Southern California communities. Windstorm events can be expected, perhaps even annually, across widespread areas of the region as a result of progressing climate change. The City and surrounding area can be adversely impacted during a windstorm event to a limited extent by direct damage and profoundly in relation to increasing the extent, likelihood of, and damage by instances of wildfire.

Santa Ana's occur from fall through early spring with the strongest winds typically occurring in late autumn. The City is not widely vulnerable to direct wind damage but may be impacted by downed trees, electrical and communication services interruption in those areas where lines have not been moved underground, and blocked roadways that interfere with responding emergency personnel. Certainly trees have a higher probability of being affected directly by severe wind conditions in the Verdugo Hills and along the wildland/urban interface as delimited in Figure 22: Burbank Very High Fire Hazard Severity Zone, however their contribution to hazard vulnerability is constrained by their scarcity. The Verdugo Hills are mostly chaparral and scrubs with trees such as coast live oaks, California bay laurel, and sycamore limited to shadier north slope canyons. Along the wildland/urban interface, e.g. Cabrini Dr. and Villa Cabrini Park, and along service access routes into the Hills, e.g. Chandler Fire Road, there are scattered examples of both native and invasive tree species, however access to natural or restricted municipal water resources prevents the existence of anything that could be considered forested land.

Additionally, unreinforced local structures are susceptible to toppling damage and variable wind pressure can directly damage even moderately reinforced structures should severe conditions persist. If a severe wind event strikes the community, downed trees, electrical/data service interruption, and blocked roadways can be hindrances to responding emergency personnel. In general, any of these conditions can result in the reduced availability of emergency response personnel across the region and access to mutual aid resources but not to the same degree as found in geographies that support more extensive wild and municipal tree growth.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b
Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.3.4 IMPACT OF WINDSTORMS IN THE CITY OF BURBANK** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a
Q: Is there a description of each hazard's impacts on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii)) A: See **4.3.3.4 IMPACT OF WINDSTORMS IN THE CITY OF BURBANK** below.

4.3.3.4 IMPACT OF WINDSTORMS IN THE CITY OF BURBANK

Based on the risk assessment, it is evident that windstorms will continue to have potentially devastating economic impacts to the City of Burbank. Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Secondary health hazards e.g., toxic chemical spills
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Negative impact on commercial and residential property values
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Significant disruption to citizens as temporary facilities and relocations would be needed

Geographically, Burbank is located in the eastern end of the San Fernando Valley and as such is subject to seasonal Santa Ana wind conditions. The majority of the City benefits from its position in the lee of the Verdugo Hills with respect to such winds and this coupled with well enforced modern building codes reduces their direct impact. It should be noted however that at least two factors may result in more pronounced hazardous conditions due to windstorms in the future. The first is an increase in their prevalence from climate change leading to a higher degree of variability in local weather conditions. This may result in an increase in both the number and severity of windstorms across the Los Angeles region. The second is that a synergy with drier conditions due to regional drought may set the City up for more extensive and more rapidly spreading wildfire during high wind events. To be clear, while there is no way to accurately forecast either the frequency or severity of events for which no historic record exists, we can envision increasingly hazardous conditions due to windstorms as evolving climatic conditions influence local weather events. Looking to more vulnerable adjoining communities subject to damage from Santa Anas for a glimpse of potential impacts, damages can range from less than $100,000 to tens of millions of dollars as a result of either their direct impact or synergy with drought conditions and wildfire.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b
Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.4 EPIDEMIC/PANDEMIC/VECTOR-BORNE (EPV) DISEASE** below.

4.3.4 EPIDEMIC/PANDEMIC/VECTOR-BORNE (EPV) DISEASE

The 2018 California State Hazard Mitigation Plan, as noted by the California Department of Public Health, identified epidemics, pandemics, and vector borne (EPV) diseases as specific hazards having a profound impact throughout the State. This statement has proven both timely and accurate. According to the Centers for Disease Control (CDC), an epidemic refers to an increase, often sudden, in the number of cases of a disease above what is normally expected in that population area. A pandemic refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people. Vector-borne diseases are human illnesses caused by parasites, viruses and bacteria that are transmitted by vectors–living organisms that can transmit infectious pathogens between humans or from animals to humans. The recurrence interval for EPV disease is an ongoing challenge for epidemiologists as factors that include climate change, increased human-wildlife contact, growing human movement globally, and disease variation over time result in non-seasonally constrained outbreaks. Inter-pandemic intervals for influenza are roughly 40 years (NIH, 2010) based on historical records however other diseases, particularly novel strains, have a more limited historical records to give clues as to when they might reemerge as public health crises.

4.3.4.1 SEASONAL INFLUENZA

Seasonal influenza, also known as “the flu”, is a disease that attacks the respiratory system (nose, throat, and lungs) in humans. Seasonal influenza occurs annually. In the United States, the influenza season typically occurs from October through May, peaking in January or February with yearly epidemics of varying severity. Although mild cases may be similar to a viral “cold,” influenza is typically much more severe. Influenza usually comes on suddenly; may include fever, headache, tiredness (which may be extreme), dry cough, sore throat, nasal congestion, and body aches; and can result in complications, such as pneumonia. Persons aged 65 years and older, those with chronic health conditions, pregnant women, and young children are at the highest risk for serious complications, including death.

4.3.4.2 PANDEMIC INFLUENZA

A pandemic influenza occurs when a new influenza virus, for which there is little or no human immunity, emerges and spreads on a worldwide scale, infecting a large proportion of the human population. The 20th century saw three such pandemics. The most notable pandemic was the 1918 Spanish influenza pandemic that was responsible for 20 to 40 million deaths throughout the world. There have been two pandemics in the 21st century: H1N1 in 2009 and the most recent COVID-19 outbreak in 2019. As demonstrated historically and recently, pandemic influenza has the potential to cause serious illness and death among people of all age groups and have a major impact on society. These societal impacts include significant economic disruption that can result due to death, loss of work time, and the costs of treating or preventing the spread of influenza.

4.3.4.3 H1N1 INFLUENZA

In 2009, a pandemic of H1N1 influenza, popularly referred to as “The Swine Flu,” resulted in many hospitalizations and deaths. Pandemic H1N1 influenza is spread in the same way as seasonal influenza, from person to person through coughing or sneezing by infected people. In April 2009, two children living more than 100 miles apart in Southern California came down with the flu. By mid-April, their illnesses had been diagnosed as being caused by a new strain of H1N1 influenza. Persons infected with H1N1 experienced fever and mild respiratory symptoms, such as coughing, runny nose, and congestion. In some cases, symptoms were severe and included diarrhea, chills, and vomiting, while in rare cases respiratory failure occurred. The H1N1 virus caused relatively few deaths in humans. In the United States, it caused fewer deaths (between 8,870 and

18,300) than seasonal influenza, which, based on data for the years 2014–2019, causes an average of about 40,000 deaths each year. The H1N1 virus was most lethal in individuals affected by chronic disease or other underlying health conditions.

4.3.4.4 COVID-19

As of 2022, the CDC is responding to a pandemic of respiratory disease spreading from person to person caused by a novel (new) coronavirus. The disease has been named “Coronavirus Disease 2019” (COVID-19). Coronaviruses are a large family of viruses that are common in people and many different species of animals, including camels, cattle, cats, and bats. Rarely, animal coronaviruses can infect people and then spread between individuals such as was the case with Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS).

According to the CDC, many of the patients at the epicenter of the outbreak in Wuhan, Hubei Province, China had some link to a large seafood and live animal market, suggesting animal-to-person spread. Later, a growing number of patients reportedly did not have exposure to animal markets, indicating person-to-person spread. Person-to-person spread was subsequently reported outside Hubei and in countries outside China, including in the United States. Most international destinations now have ongoing community spread with the virus that causes COVID-19, as does the United States. On March 4th, 2020, Governor Gavin Newsom declared a state of emergency in California in response to the COVID-19 outbreak.

On March 19th, 2020, Governor Newsom issued an executive order directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors. This pandemic is an ongoing event that has demonstrated a lack of seasonality similar to influenza. COVID-19, as a result of variant strains of the virus, will likely continue to be endemic to human populations worldwide until such time as appropriate health measures and vaccines are administered globally.

4.3.4.5 AVIAN INFLUENZA

Avian Influenza, commonly referred to as “Bird Flu,” remains a looming pandemic threat. Avian Influenza primarily spreads from birds to birds and rarely to humans. Public health experts continue to be alert to the possibility that an avian virus may mutate or change so that it can be passed from birds to humans, potentially causing a pandemic in humans. Some strains of the Avian Influenza could arise from Asia or other continents where people have very close contact with infected birds. This disease could have spread from poultry farmers or visitors to live poultry markets who had been in very close contact with infected birds and contracted fatal strains of Avian Influenza. Thus far, Avian Influenza viruses have not mutated and have not demonstrated easy transmission from person to person; however, if Avian Influenza viruses were to mutate into a highly virulent form and become easily transmissible from person to person, the public health community would be very concerned about the potential for an influenza pandemic. Such a pandemic could disrupt all aspects of society and severely affect both the United States and world economies.

4.3.4.6 VECTOR-BORNE DISEASE

Vector-borne diseases are human illnesses caused by parasites, viruses and bacteria that are transmitted by vectors. Every year, there are more than 700,000 deaths from diseases, such as malaria, dengue, schistosomiasis, trypanosomiasis, leishmaniosis, Chagas disease, yellow fever, Japanese encephalitis and

onchocerciasis. Vectors are living organisms that can transmit infectious pathogens between humans, or from animals to humans. Many of these vectors are bloodsucking insects, which ingest disease-producing microorganisms during a blood meal from an infected host (human or animal) and later transmit it into a new host, after the pathogen has replicated within the insect. Often, once a vector becomes infectious, they can transmit the pathogen for the rest of their life during each subsequent bite/blood meal.

4.3.4.7 MOSQUITO-BORNE VIRUSES

Mosquito-borne viruses belong to a group of viruses commonly referred to as arboviruses (for arthropod-borne). Although 12 mosquito-borne viruses are known to occur in California, only West Nile virus (WNV), western equine encephalomyelitis virus (WEE), and St. Louis encephalitis virus (SLE) are significant causes of human disease. WNV continues to seriously affect the health of humans, horses, and wild birds throughout the State. Since 2003, there have been over 6,000 WNV human cases with 248 deaths, and over 1,200 equine cases. WNV first appeared in the United States in 1999 in New York and rapidly spread across the country to California in subsequent years. California has historically maintained a comprehensive mosquito-borne disease surveillance and control program, including the Mosquito-borne Virus Surveillance and Response Plan, which is updated annually in consultation with local vector control agencies.

Climate change will likely affect vector-borne disease transmission patterns. Changes in temperature and precipitation can influence seasonality, distribution, and prevalence of vector-borne diseases. A changing climate may also create conditions favorable for the establishment of invasive mosquito vectors in California. For most Californians, WNV poses the greatest mosquito-borne disease threat. Above-normal temperatures are among the most consistent factors associated with WNV outbreaks. Mild winters are associated with increased WNV transmission due, in part, to reduced mosquito and resident bird mortality. Warmer winter and spring seasons may also allow for transmission to start earlier. Such conditions also allow more time for virus amplification in bird-mosquito cycles, increasing the potential for mosquitoes to transmit WNV to people.

The effects of increased temperature are primarily through acceleration of physiological processes within mosquitoes, resulting in faster larval development and shorter generation times, more frequent mosquito biting, and shortening of the incubation period time required for infected mosquitoes to transmit WNV. During periods of drought, especially in urban areas, mosquitoes tend to thrive due to changes in storm water management practices. Mosquitoes in urban areas can reach higher abundance due to stagnation of water in underground storm water systems that would otherwise be flushed by rainfall. Runoff from landscape irrigation systems mixed with organic matter can also create ideal mosquito habitat. Drought conditions may also force birds to increase their utilization of suburban areas where water is more available, bringing these WNV hosts into contact with urban vectors.

4.3.4.8 VALLEY FEVER

Valley Fever is caused by Coccidioides, a fungus that lives in the soil in the southwestern United States and parts of Mexico, Central America, and South America. Inhaling the airborne fungal spores can cause an infection called coccidioidomycosis, which is also known as “cocci” or “Valley Fever.” Most people who are exposed to the fungus do not get sick, but some people develop flu-like symptoms that may last for weeks to months. In a very small proportion of people who get Valley Fever, the infection can spread from the lungs to other parts of the body and cause more severe conditions, such as meningitis or even death. Valley Fever cannot spread from person to person. Most cases of Valley Fever in the United States occur in people who

live in or have traveled to the southwestern United States, especially Arizona and California. The map below shows the areas where the fungus that causes Valley Fever is thought to be endemic, or native and common in the environment. The full extent of the current endemic areas is unknown and is a subject of further study.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a
Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.4.9 PREVIOUS OCCURRENCES OF EPV DISEASES IN THE CITY OF BURBANK** below.

4.3.4.9 PREVIOUS OCCURENCES OF EPV DISEASES IN THE CITY OF BURBANK

The City doesn't have specific records of previous cases; however, because the County of Los Angeles has been affected by outbreaks, it is assumed that Burbank has also. In the past century, Los Angeles County has been struck by pandemics. In 1918 Spanish Flu, a form of H1N1 swine flu, killed between 50 and 100 million people worldwide. In the US, the flu was reported simultaneously in the Midwest and New England and rapidly moved across the country, killing thousands on the West Coast. Of greatest concern to densely populated urban areas are influenza strains such as the avian flu (H5N1) and swine flu (H1N1).

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d
Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.4.10 LOCAL CONDITIONS** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1e
Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.4.10 LOCAL CONDITIONS** below.

4.3.4.10 LOCAL CONDITIONS

While a variety of influenza, vector borne, and mosquito borne diseases continue to affect the City, COVID-19 currently has the widest and most profound impact across all aspects of society. According to the County of Los Angeles Public Health Department, the City of Burbank has had 10,086 cases and 246 deaths as of August 15th, 2021. This virus has spread at an alarming rate due to its ease of transmission and, unfortunately, variants of the disease have displayed higher transmissibility and morbidity than the strain that initiated the outbreak; therefore, urban communities with dense, mobile populations, such as Burbank, are especially vulnerable to COVID-19.

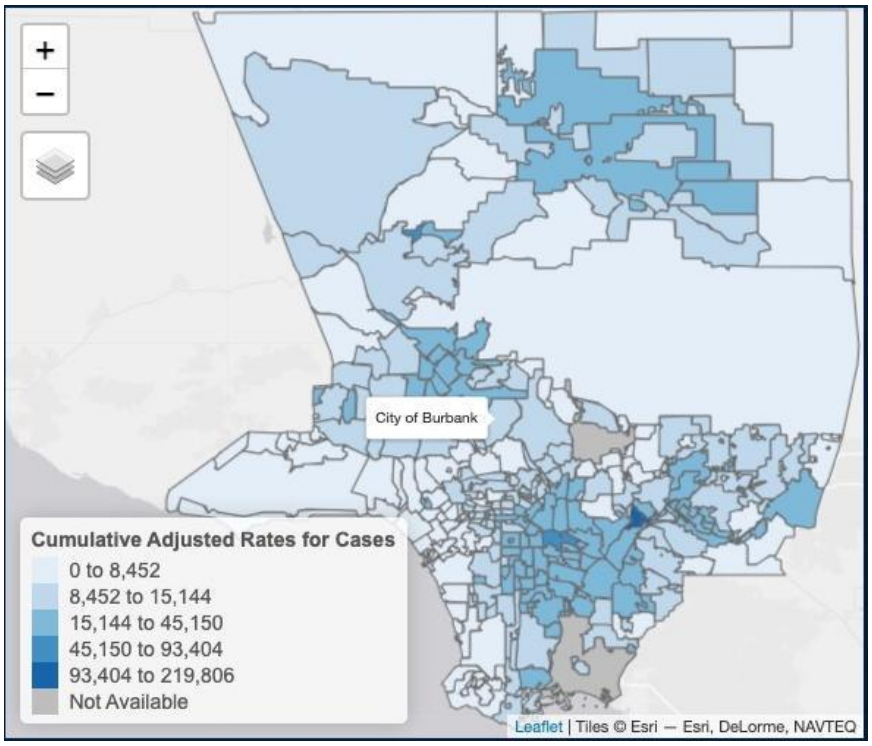


Figure 19 Adjusted COVID-19 Case Rate by City Within LA County*

*(Source LA County Public Health Dept.)

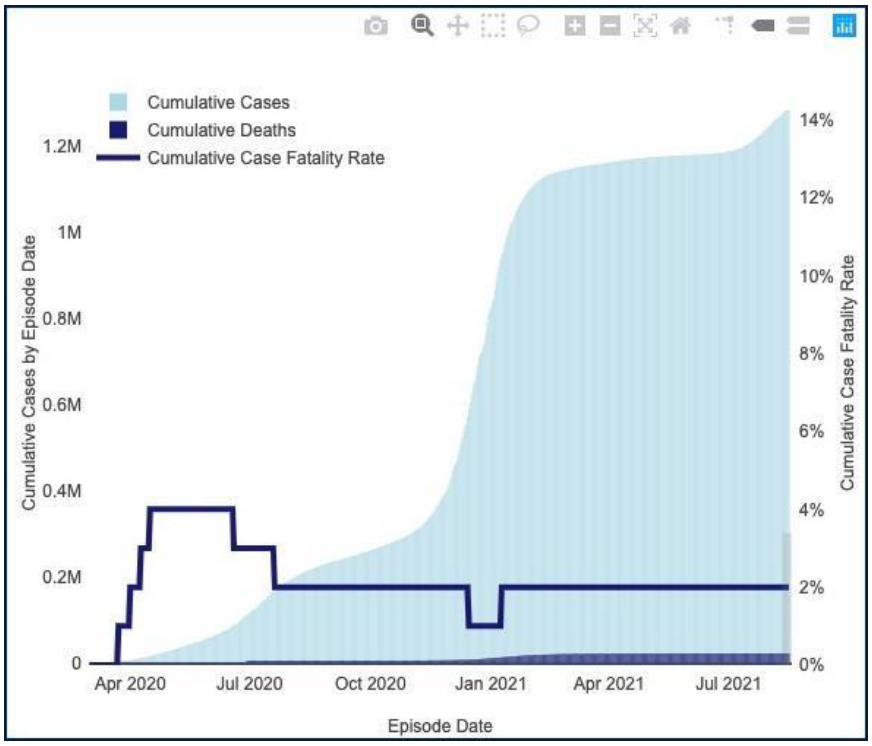


Figure 20 Cumulative Cases and Deaths Due to COVID-19 for LA County*

*(Source LA County Public Health Dept.)

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a
Q: Is there a description of each hazard's impacts on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii)) A: See **4.3.4.11 IMPACT OF EPV DISEASES IN THE CITY OF BURBANK** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.3.4.11 IMPACT OF EPV DISEASES IN THE CITY OF BURBANK** below.

4.3.4.11 IMPACT OF EPV DISEASES IN THE CITY OF BURBANK

Based on the risk assessment and recent real-world experience, it is evident that epidemics, pandemics, and vector-borne diseases will continue to have devastating human and economic impacts on the City of Burbank. Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life
- ✓ Rapid and profound social structure impact
- ✓ Wide scale disruption of public infrastructure systems
- ✓ Extensive transportation system usage patterns changes
- ✓ Negative impact on commercial and residential property values
- ✓ Catastrophic economic downturn in terms of jobs, sales, and tax revenue
- ✓ Business operations may be closed or limited to essential and critical needs only

The vulnerability to and resultant impact of EPV diseases in Burbank is a consequence of a spectrum of reasons from environmental to the nature of the disease in question. In the case of the current EPV disease affecting the jurisdiction, COVID-19, it spread through the City rapidly due to many factors including the City's cosmopolitan nature, central role in the entertainment industry, proximity to several international airports, and the highly infectious nature of the disease. Impacts from the disease are still accruing but have included a massive economic downturn for local business, health considerations that range from lost work hours to death, extensive transportation system use pattern changes for both leisure and commute, considerable political fallout related to civic health care guidance, and widespread healthcare system modifications.

Given that these effects have been seen across adjoining jurisdictions and all levels of government with a disease for which an effective vaccine exists, it is frightening to consider the impact of such a disease if it had either a higher mortality or was more resistant to medical countermeasures. One can discuss impacts in terms of the financial costs, long term health consequences or other socioeconomic/health factors but the most black and white numbers relate to fatalities. The impact of COVID-19, in terms of age standardized mortality rate for the unvaccinated as of Jan, 2022 per the CDC was 7.8% for patients contracting the virus. That translates into more than 1M dead nationally (as of June, 2022) even considering an adjusted mortality of 0.1% with vaccination. LA County has had the highest numbers across the state for both cases at 3.03M and deaths at

32,201 (as of June, 2022). Total number of deaths for the City of Burbank has reached 327 per the LA County Public Health Dept. While, the pandemic is not over and the socioeconomic and health impacts from COVID-19 cannot be fully gauged as yet, it is clear that they will be felt for decades to come.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b
Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.5 DROUGHT** below.

4.3.5 DROUGHT

A drought is an extended interval with precipitation levels that are significantly below normal for a given area. Most commonly, this makes less water available for natural environments, causing plants to dry out resulting in their susceptibility to pests and/or disease. An abundance of dry plant matter increases the risk of wildfires or may cause fires to be more intense. Agricultural areas, particularly those that do not rely on irrigation, can suffer most acutely during drought conditions.

In more severe instances, droughts can impact urban areas. A significant drought can lead to water use shortages, which may force local water suppliers to institute mandatory restrictions on nonessential usage. In extreme cases, there may not be enough water to meet basic health and hygiene needs, requiring communities to find alternative water supplies. Since many communities in Southern California import water from non-local sources, such as the Sierra Nevada or Colorado River, it is common in for them to experience “long-distance droughts”. This is a situation where precipitation levels may be normal locally but reduced precipitation in the region of the community’s primary water source may result in shortages.

Counterintuitively, droughts can result in an increased flooding impact. Soil that has been dried out by drought conditions hardens and subsequently becomes less capable of readily absorbing water. When the precipitation eventually does occur, more water remains on the surface, increasing the amount of runoff and potentially exacerbating flooding events. Additionally, dry soils do not bind together as well as moist soils, which can increase the potential for landslides and/or erosion.

As droughts are large-scale events, risk and adverse conditions are generally equal across the City. However, it should be noted that the impacts to natural lands are generally different than those to urban areas. As these areas are generally not irrigated, the potential for damage to both flora and fauna is extensive and ongoing. Long term drought can result in land use changes as the quality of the land is degraded due to increasingly arid conditions related to shifting climatic conditions. While it is currently not possible to predict extended weather patterns with any reliability, there are global indications of temperatures increases that are leading to both more arid and variable weather patterns for the Western United States. Seasonal weather patterns over the last few decades have been notably drier than in the preceding half century and this does not bode well for either urban or natural environments should these conditions persist or degrade further.

There are many ways to measure drought conditions. One of the most sensible is the U.S. Drought Monitor Classification Scheme, which combines multiple scales into a single descriptive index. Figure 21 below shows the U.S. Drought Monitor Classification Scheme.

CATEGORY	DESCRIPTION	POSSIBLE IMPACTS
D0*	Abnormally dry	Slower growth of crops and pastures.
D1	Moderate drought	Some damage to crops and pastures. Water bodies and wells are low. Some water shortages may occur or may be imminent. Voluntary cutbacks to water use may be requested
D2	Severe drought	Likely crop and pasture losses. Water shortages are common, and mandatory impacts may be imposed.
D3	Extreme drought	Major crop and pasture losses. Widespread water shortages and mandatory restrictions.
D4	Exceptional drought	Exceptional, widespread crop and pasture shortages. Water shortages reach emergency levels.

*D0 areas are not technically in a drought, but are under "drought watch." These are areas that are potentially heading into drought conditions or are recovering from drought events but are not back to normal.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a
Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.5.1 PREVIOUS OCCURRENCES OF DROUGHT IN THE CITY OF BURBANK** below.

4.3.5.1 PREVIOUS OCCURENCES OF DROUGHT IN THE CITY OF BURBANK

Droughts are a regular feature of California's climate. They have occurred repeatedly in the State's recorded

Figure 21 U.S. Drought Monitor Classification Scheme*

* (Source U.S. Drought Monitor, Aug 2021)

history and frequently lead to changes in California's economy, infrastructure, or governing policies. One of the earliest recorded droughts, the "Great Drought" of 1863–1864, followed the largest flood in recorded history and caused widespread devastation to the cattle industry. Another series of droughts from 1928 to 1935, known as the "Dust Bowl Droughts," caused significant harm to California's agriculture and led to the creation of the Federal Central Valley Project to ensure a reliable source of water for Central Valley farmers. Further droughts from 1947 to 1950 and from 1959 to 1960 encouraged the creation of the State Water Project, which imports water from the Sierra Nevada to communities throughout the State, including Burbank. A drought from 1976 to 1977 created emergency-level conditions across most of California and resulted in strong water conservation practices that continue to this day. A drought from 1987 to 1992 caused significant statewide impacts, particularly to small rural communities and the timber industry, and led to stronger water conservation landscape standards. The statewide 2007 to 2009 drought caused further changes and helped spur regulation for groundwater basins (Cal OES 2013; Kotin and Marion 2014; DWR 2015).

The most severe drought in California's recorded history (and considered the most severe in the past 1,200 years) occurred from 2012 to 2017 (Griffin and Anchukaitis 2014). At its peak, virtually all of California experienced D2 (severe drought) conditions, and close to 60 percent of California was classified in D4 (exceptional drought) conditions (US Drought Monitor 2014). Burbank experienced D3 (extreme drought) conditions from July 2014 to January of 2017. Governor Brown declared a statewide emergency and water

conservation standards were strengthened throughout the State. The drought ended with the wet winter of 2016–2017, although a number of water conservation policies enacted during the drought remained in force.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d
Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.5.2 LOCAL CONDITIONS** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1e
Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.5.2 LOCAL CONDITIONS** below.

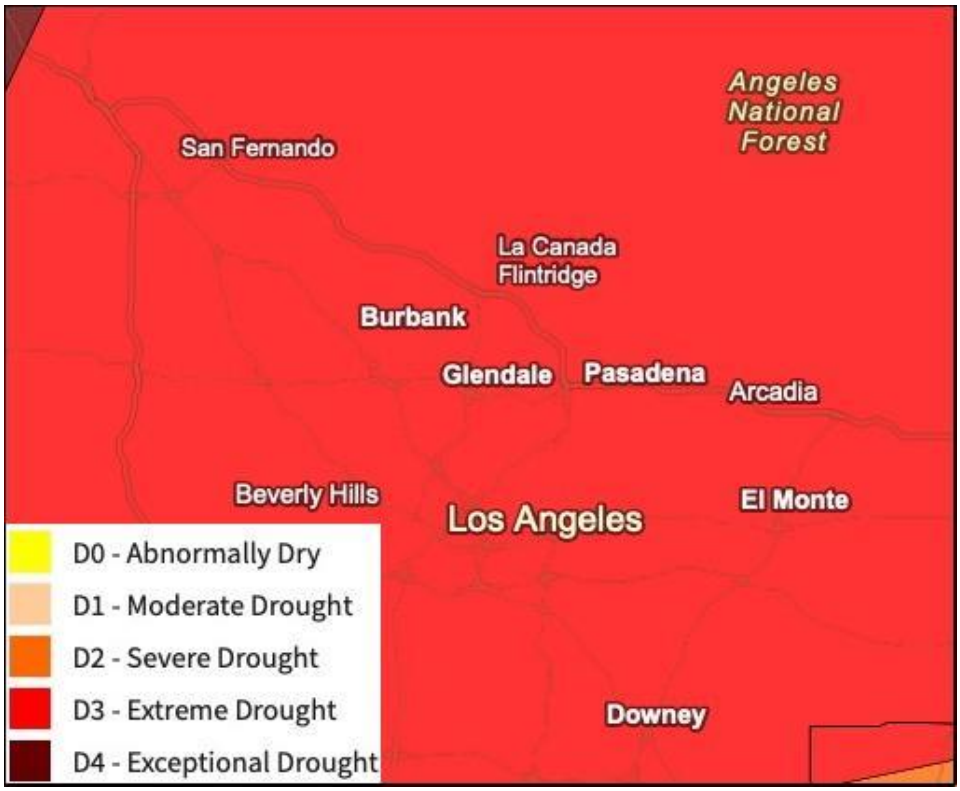
Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.3.5.2 LOCAL CONDITIONS** below.

4.3.5.2 LOCAL CONDITIONS

Although the winter of 2016–2017 functionally ended California's most recent significant drought, a single year of above average precipitation was hydrologically insufficient to make up for five drought years. The following 2017–2018 winter also saw less precipitation than normal across the State (NOAA 2018a). Drought conditions had resumed. As of August 17th, 2021, some 98.5% of Los Angeles County was categorized as in extreme drought, and approximately 50% of California in a state of exceptional drought. Approximately 20% percent of LA County, including Burbank, was experiencing this latter drought condition (US Drought Monitor 2021). Figure 22 below shows the drought conditions in and around Burbank as of August 17th, 2021.

The primary concerns with local drought conditions are their tendency to create/enhance wildfire conditions and constrain the availability of potable water. The impact on wildfire conditions is touched on throughout sections 4.3.5 and 4.3.6. The availability of water and relevant City water rights is a topic beyond the scope of the mitigation plan. The City must approach water usage carefully by not only employing use restriction programs but engaging in water recycling for non-potable uses. Local requirements have prompted Burbank city planners to build and maintain costly water storage works as hydrological caches to ensure a steady supply to residents.

Drought conditions have exacerbated the City's vulnerability to wildfire during a period where storage works have improved resilience in the potable water supply. Unfortunately, emerging trends indicate a growing vulnerability to the potable water supply from regional droughts. These droughts have progressively



constrained water delivery across the western United States with their growing geographic extent and as a result of climatic change.

Figure 22 LA County Drought Conditions 2021*

*(Source U.S. Drought Monitor, Aug 2021)

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a
Q: Is there a description of each hazard's impacts on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii)) A: See **4.3.5.3 IMPACT OF DROUGHT IN THE CITY OF BURBANK** below.

4.3.5.3 IMPACT OF DROUGHT IN THE CITY OF BURBANK

Based on the risk assessment and the last decade of real-world experience, it is evident that drought will continue to have serious human and economic impacts on the City of Burbank. Impacts that are not entirely quantified, but can be anticipated in future events, include:

- ✓ Loss of life and injury
- ✓ Increase fire hazard regionally
- ✓ Profound land use planning changes
- ✓ Wide scale disruption of public infrastructure systems
- ✓ Negative impact on commercial and residential property values
- ✓ Economic downturn in terms of agricultural jobs, sales, and tax revenue

✓ Business operations may be closed or limited to essential and critical needs only

Drier conditions across the region over the last decade have resulted in ongoing issues for the citizens of Burbank ranging from inconvenient to hazardous: water use changes due to constrained water supplies and higher fire danger in both the natural and urban environment respectively. Burbank has established a six stage phased water use plan and can implement any of the stages in this approach as drought conditions dictate. The City has generally been in at least Stage II of water use restrictions since its enactment with intervals of stage III and IV. While restrictive water use laws are inconvenient, the danger that protracted dry periods pose with respect to fire, flooding, and environmental degradation may require their extensive use in the near future.

4.3.6 WILDFIRE

A wildfire is an uncontrolled conflagration which spreads through vegetative fuels and frequently damages or destroys structures in its path. Often beginning unnoticed and spreading quickly, wildland fires occur in areas in which development is generally limited to roads, railroads, power lines and similar facilities. A wildland-urban interface fire is a wildfire in a geographical area where structures and other human development meet or intermingle with wildland or areas with vegetative fuel sources.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a
Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.6.1 PREVIOUS OCCURRENCES OF WILDFIRE IN THE CITY OF BURBANK** below.

4.3.6.1 PREVIOUS OCCURENCES OF WILDFIRE IN THE CITY OF BURBANK

Small wildland fires are relatively common in the Verdugo Hills adjacent to Burbank. The major historical fire events are summarized below for the wildland/urban interface in Burbank:

1927 Burbank Canyon Fire started in La Crescenta and jumped Foothill Boulevard into the Verdugo Hills. On day two, it came over a ridge and burned in Sunset Canyon, destroying about 100 homes.

1964 Verdugo Brush Fire occurred when power lines fell into brush in the Whiting Woods area. The fire quickly spread into the Sunset Canyon area and then into Scott Canyon and Cabrini Canyon. This fire was contained to undeveloped wildland with only minor damage to local structures.

1980 Verdugo Brush Fire started due to downed power lines in the La Tuna Canyon area. The City of Burbank suffered about $1.5 million in damage to a water reservoir, as well as to electrical transmission facilities located outside of city limits, several residential buildings, and one restaurant.

2005 Harvard Fire was a brush fire that started on Harvard Road in Burbank on the De Bell Golf Course on September 29th. The fire quickly burned into steep terrain, impeding suppression efforts. The fire ultimately burned about 1,000 acres with fire suppression costs of about $2 million. No structures were lost, but evacuations were implemented.

2017 La Tuna Fire was a wildfire that started on September 1st and burned 7,194 acres through the Verdugo Hills. It led to the destruction of five homes and the evacuations of over 300 more.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d
Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.6.2 LOCAL CONDITIONS** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1e
Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.6.2 LOCAL CONDITIONS** below.

4.3.6.2 LOCAL CONDITIONS

The burn area for the 2005 Harvard Fire area subsequently experienced mudflows underscoring the domino effect of hazards. With somewhat worse fire conditions – fuel load, temperature, humidity, wind speed, and wind direction – this fire could easily have burned numerous structures. In the worst-case scenario fires, flames could reach into the heavily developed areas of Burbank. Wildfire hazard zones in Burbank have been mapped by the California Department of Forestry and Fire Protection (Cal Fire). Cal Fire identified high and very high fire hazard areas across some 30% of Burbank, with additional areas of high and moderate fire hazard on the borders of very high hazard areas. The largest such area is in northeastern Burbank, east of Interstate 5, with limited development; however, there are a large number of homes in both the foothills region and a smaller area in the southernmost part of Burbank, south of the Ventura Freeway and north of the Los Angeles River. The latter area includes studio buildings, as well as a residential area. The respective areas identified by Cal Fire are illustrated in Figure 23 below.

Please note that the map shown below reflects information from Cal Fire Office of the State Fire Marshal (OSFM), Fire Hazard Severity Zone maps for Burbank. At the time of this plan's development, the OSFM was in the process of revising and updating the Fire Hazard Severity Zone maps.

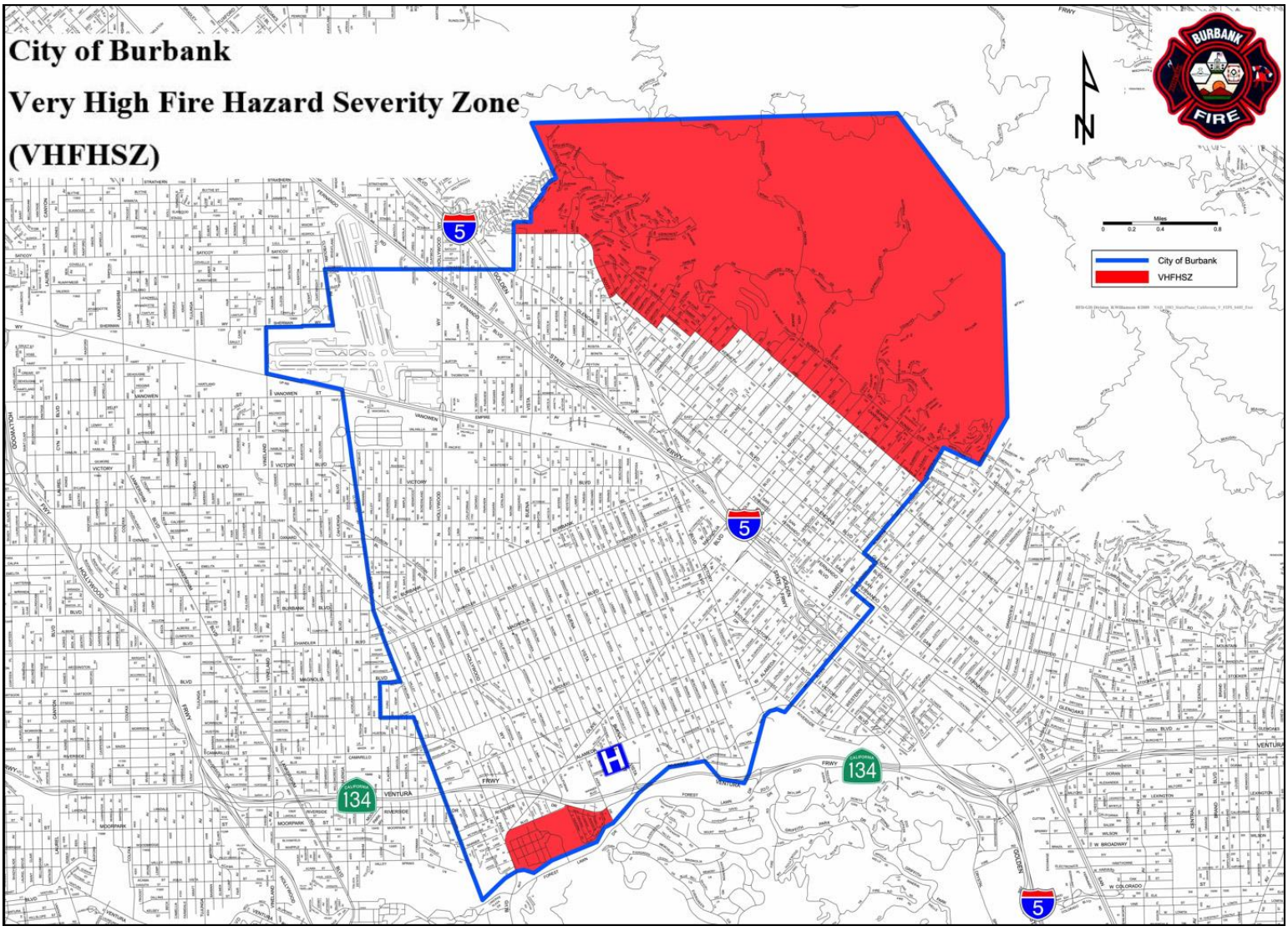


Figure 23 Burbank Very High Fire Hazard Severity Zone*

*(Cal Fire 2011)

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b
Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) A: See **4.3.6.3 IMPACT OF WILDFIRE IN THE CITY OF BURBANK** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a
Q: Is there a description of each hazard's impacts on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii)) A: See **4.3.6.3 IMPACT OF WILDFIRE IN THE CITY OF BURBANK** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b
Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii)) A: See **4.3.6.3 IMPACT OF WILDFIRE IN THE CITY OF BURBANK** below.

4.3.6.3 IMPACT OF WILDFIRE IN THE CITY OF BURBANK

Based on the current risk assessment and unfavorable climatic changes, it is clear that wildfires will continue to present serious human and economic risk to the City of Burbank. Impacts that are not easily quantified, but can be anticipated in future events, include:

- ✓ Loss of life and injury
- ✓ Increase mudflow hazard regionally
- ✓ Profound land use planning changes
- ✓ Commercial and residential structural damage
- ✓ Wide scale disruption of public infrastructure systems
- ✓ Secondary health hazards, e.g., air quality degradation
- ✓ Negative impact on commercial and residential property values
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Significant disruption to citizens as temporary facilities and relocations would be needed

As in any city with a wildland-urban interface, Burbank is vulnerable to instances of wildfire. The degree to which it is vulnerable is challenging to assess as a result of competing factors which affect the likelihood, extent, and impact on Burbank's evolving geophysical environment. Factors which would result in a greater vulnerability and potential impact include ongoing drought, increasing instances of high wind events, accumulating vegetative fuel loads, and aging power transmission infrastructure. These factors are balanced by increased activity on the part of both the residents in the wildfire prone areas and government agencies working to mitigating the issue. Media coverage of wildfires across western states over the last decade has inspired residents to improve private property with defensible spaces, reduce vegetative fuel sources, and implement fire resistance construction/remediation work. Government actions, such as fire ordinances and policy enforcement, City and Fire Code updates that address historically prone structures, enhanced local fire service integration, and low-cost loan programs that fund local efforts are all actively aimed at reducing vulnerability to wildfire. While public and private work to reduce the likelihood of wildfire is ongoing, there is no guarantee that either will be sufficient in the face of the large-scale environmental variance resulting from climate change and subsequent increases in drought, windstorms, etc.

As the State Legislature continues to allow for expanded residential construction in the Wildland Urban Interface areas within the Burbank foothills in the form of sub-dividing existing lots to build additional homes or building Auxiliary Dwelling Units on existing property, the risk of life safety as well as property damage increases. Even in the best of circumstances, where no lives or structures are lost in these areas, air quality degradation from blowing smoke remains a health risk. This is particularly significant for vulnerable populations, such as individuals with asthma or more substantial respiratory/cardiovascular disease, the

elderly, and developing children. Furthermore, should an instance of extreme wildfire occur along the lines of the more devastating fires across the western United States in the last decade then we could see substantial loss of life/injury and economic impact. Using figures based on predicative modeling, employing a range between 1 and 1000 structures destroyed, and utilizing the median home value of $1,249,000 (Spring, 2022 value), there is the potential for damages between $1,249,000 and $1,249,000,000 before commensurate public costs are considered.

Section 5 MITIGATION PLANNING PROCESS

Burbank has always considered natural hazards as part of ongoing community planning and development programs. This includes building code enforcement, zoning, land use planning, environmental planning, capital improvement planning, emergency planning, post-disaster recovery planning, and the safety element of the City's general plan. Burbank has also enforced special hazard mitigation provisions for FEMA-mapped 100-year floodplains and the Fire Severity Hazard Zone (formerly known as the Mountain Fire Zone).

Burbank has gone beyond Federal and State requirements and adopted municipal seismic retrofit ordinances for unreinforced masonry buildings, pre-1994 welded steel moment frame buildings, and pre-1976 reinforced masonry buildings. The City has evaluated the seismic vulnerability of all City owned buildings and implemented an aggressive seismic retrofit program for the most vulnerable and critical government buildings.

Q&A | ELEMENT C. MITIGATION STRATEGY | C3
Does the plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i)) A: See **5.1 GOALS** below.

5.1 GOALS

The Planning Team identified the overall goal to guide the direction of future activities aimed at reducing risk and preventing loss from natural hazards. The Team agreed to maintain the overall goal, as well as the individual mitigation goals identified below. These goals are based on the risk assessment that represents a long-term vision for hazard reduction and enhanced mitigation capabilities. Each goal is supported by mitigation action items. These action items were developed through knowledge of the local area, risk assessment, review of past efforts, identification of mitigation activities, and qualitative analysis.
The mitigation goals and descriptions are listed below.

5.1.1 PROTECT LIFE AND PROPERTY

The primary goal is to implement activities that assist in protecting lives by making homes, businesses, infrastructure, critical facilities, and other property more resistant to losses from natural, human-caused, and/or technological hazards. Additionally, there is an imperative to reduce losses and repetitive damages due to chronic hazard events along with promoting insurance coverage for catastrophic hazards. While being focused in this manner, there is also an imperative to improve hazard assessment information in order to make recommendations for avoiding new development in high hazard areas and encourage preventative measures for existing development in areas known to be vulnerable to specific hazards.

5.1.2 PUBLIC AWARENESS

In regard to the wider public awareness goal, the aim was to develop and implement education and outreach programs to increase jurisdictional resident understanding of the risks associated with natural hazards. Additionally, the focus was to provide information on tools, partnership opportunities, and funding resources to assist in implementing mitigation activities. Both the LHMP and public communications were provided in multiple languages based on current City demographics to reach the largest audience possible.

5.1.3 PARTNERSHIP AND IMPLEMENTATION

This area aims to strengthen communication and coordinate participation both among and within public agencies, citizens, non-profit organizations, business, and industry to achieve a greater vested interest in implementation. It also encourages leadership within public and private sector organizations to prioritize and implement local, county, and regional hazard mitigation activities.

5.1.4 EMERGENCY SERVICES

These services establish policy to ensure mitigation projects for critical facilities, services, and infrastructure. They strengthen emergency operations by increasing collaboration and coordination among public agencies, non-profit organizations, business, and industry. Finally, they coordinate and integrate natural hazard mitigation activities, where appropriate, with emergency operations plans and procedures.

Q&A | ELEMENT C. MITIGATION STRATEGY | C5a
Q: Does the plan explain how the mitigation actions and projects will be prioritized (including cost benefit review)? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii)) A: See **5.1.5 BENEFIT/COST RATINGS** and **5.1.6 PRIORITY RATINGS** below.

5.1.5 BENEFIT/COST RATINGS

The benefits of proposed projects were weighed against estimated costs as part of the project prioritization process. The benefit/cost analysis was not of the detailed variety required by FEMA for project grant eligibility under the Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) grant program. A less formal approach was used because some projects may not be implemented for up to 10 years, and as such the associated costs and benefits could change dramatically in that time frame. Therefore, a review of the apparent benefits versus the apparent cost of each project was performed. Parameters were established for assigning subjective ratings (high, medium, and low) to the costs and benefits of these projects.

Cost ratings were defined as follows:

High: Existing jurisdictional funding will not cover the cost of the action item such that other sources of revenue would be required.
Medium: The action item could be funded through existing jurisdictional funding but would require budget modifications.
Low: The action item could be funded under existing jurisdictional funding.

Benefit ratings were defined as follows:

High: The action item will provide short-term and long-term impacts that reduce risk exposure to life and property.
Medium: The action item will have long-term impacts that reduce risk exposure to life and property.
Low: The action item will only have short-term impacts that reduce risk exposure to life and property.

5.1.6 PRIORITY RATING

The Planning Team utilized the following rating tool to establish priorities. Designations of “High”, “Medium”, and “Low” priority have been assigned to all of the action items using the criteria below:

Does the Action…
- solve the problem?
- address multiple hazards?
- address Vulnerability Assessment?
- have benefits that equal or exceed costs?
- reduce the exposure or vulnerability to the highest priority hazard?
- implement a goal, policy, or project identified in the General Plan or CIP?

Can the Action…
- be implemented with existing funds?
- be implemented with currently available technologies?
- be completed within the 5-year life cycle of the LHMP?
- be implemented by existing State or Federal grant programs?

Will the Action...
- be accepted by the community?
- be supported by community leaders?
- positive or neutral impact on the environment?
- require a change in local ordinances or zoning laws?
- adversely impact segments of the population or neighborhoods?
- comply with all local, State and Federal environmental laws and regulations?

Is there...
- sufficient staffing to undertake the project?
- existing authority to undertake the project?

As mitigation action items were updated or written, the Planning Team representatives were provided worksheets for each of their assigned action items. Answers to the criteria above determined the priority according to the following scale.
- 1-6 = Low priority
- 7-12 = Medium priority
- 13-18 = High priority

Q&A | ELEMENT D. MITIGATION STRATEGY | D2
Q: Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3)) A: See **5.2 MITIGATION ACTION ITEMS – 2011 PLAN** below.

5.2 MITIGATION ACTION ITEMS – 2011 PLAN

Hazard mitigation action items set forth in the previous Burbank LHMP, All-Hazard Mitigation Plan 2011 which were completed or discontinued are noted in *Table 11 2011 Burbank Mitigation Action Items* below.

Project #	Hazard(s) Addressed	Project/Action Description	Goal Addressed					Lead Department & Point of Contact	Status
			Life Safety	Property Protection	Response/Recovery	Public Awareness	Land Use		
N/A (2011)	Landslide/ Mudslide	Implement landslide mitigation actions for slides seriously threatening buildings or infrastructure	X	X	X		X	Community Development	0%
20-005 (2011)	Earthquake	Encourage owners of public and private buildings in Burbank to evaluate and implement structural and nonstructural mitigation measures and structural refits for seismically vulnerable residential buildings.	X	X	X	X		Building Division	100%
18-004 (2011)	Earthquake	Disseminate FEMA pamphlets to educate homeowners and business owners about structural and nonstructural retrofitting of vulnerable buildings and encourage retrofit.	X	X	X	X		Building Division	100%
20-006 (2011)	Flood	Complete detailed inventory of buildings and infrastructure in FEMA-mapped floodplains	X	X	X	X	X	Public Works, Community Development, Information Technology	100%
N/A (2011)	Flood	Increase public awareness of flood-prone areas, encourage mitigation and flood insurance.	X	X	X	X	X	Community Development, Public Works, Emergency Management Coordinator	0%
N/A (2011)	Windstorm	Ensure that all City and non-City critical facilities in Burbank have backup power.	X	X	X	X		Public Works, Burbank Water & Power	0%
20-008 (2011)	Wildfire	Evaluate and upgrade selected fire access roads in the Verdugo Mountains which are inadequate for emergency response vehicles and/or subject to repetitive damage.	X	X	X			Fire, Los Angeles County	100%
N/A (2011)	Wildfire	Provide periodic brush clearance around the perimeter of radio communication towers, Reservoir #3, and Mount Tom to minimize communication disruption during wildfire.	X	X	X			Fire, Public Works	0%
N/A (2011)	Wildfire	Develop financial assistance programs to aid Burbank residents with cost-effective solutions to comply with the city-wide wood roof ordinance and the Fire Hazard Reduction Program requirements for brush clearance in the Fire Severity Zone.	X	X	X	X		Fire, Building Division	0%

Table 13 2011 Burbank Mitigation Action Items

5.2.1 MITIGATION ACTION ITEM STATUS – 2011 PLAN

The status of the Mitigations Actions previously undertaken by the City are noted in both *Table 11 2011 Burbank Mitigation Action Items* above and **Appendix A** – 2022 Burbank Mitigation Action Items below. Table 11 contains mitigation actions that were either completed or, for a spectrum of reason including budgetary constraints, changing City goals or priorities, integration with other projects, or some combination of factors thereof, discontinued. In contrast, Appendix A contains 2011 mitigation items that are either ongoing in their status (as they require continuous attention) or are in progress toward completion. Those 2011 mitigation projects that have been reevaluated, re-funded, and/or extended into the current planning period have been assigned updated project numbers in City records and/or integrated into departmental maintenance schedules. This mitigation action continuity is reflected in the project numbers assigned to them where the first two numbers indicate the year in which the mitigation action was reinitiated under the current City project number system.

5.2.2 INTERIM MITIGATION ACTIONS

In addition to mitigation items set forth in the 2011 LHMP, a number of actions were undertaken and completed prior to publication of an updated LHMP. These actions show both a continuity of effort to mitigate potential hazards to the jurisdiction and highlight the direct relationship between cornerstone documents and implementation of goals outlined there. These actions are noted in *Table 12 Interim Mitigation Action Items* below.

Project #	Hazard(s) Addressed	Project/Action Description	Goal Addressed					Lead Department & Point of Contact	Status
			Life Safety	Property Protection	Response/Recovery	Public Awareness	Land Use		
19-005	Multi-Hazard (Universal)	Conduct educational campaigns for City residents that emphasize cost-effective mitigation efforts, making material available through multiple multilingual media routes in conjunction with the Ready Burbank Program.	X	X	X	X		Community Development, Emergency Management	100%
18-002	Multi-Hazard (Earthquake, Windstorm)	Conduct a seismic analysis of all key City owned facilities and retrofit vulnerable sites.	X	X			X	Engineering Division	100%
18-003	Flooding	Require new large developments and significant retrofits to use low-impact flood plain development strategies in accordance with Burbank Zoning Code.		X				Public Works Department, Community Development	100%
N/A*	Flooding	Conduct frequent cleanings of storm drain intakes, especially before and during rainy seasons.		X				Public Works Department, Water and Power Department	100%
19-006	Flooding	Identify areas with known ponding or poor drainage during rain events and increase storm drain capacity in these areas.		X			X	Public Works Department, Water and Power Department	100%
17-001	Flooding	Participate in FEMA's Community Rating System to reduce flood insurance premiums for Burbank property owners.		X	X		X	Public Works Department, Community Development	100%
17-002	Flooding	Work with the US Army Corps of Engineers and the Los Angeles County Flood Control District to support safety assessments and any needed retrofits to local water storage structures.	X	X			X	Engineering Division	100%
17-003	Multi-Hazard (Drought, Flood, Wildfire)	Use drought-tolerant plants or xeriscaping when installing new or significantly redoing City owned landscapes. Limit turf that is not drought tolerant to recreational fields and lawns, and only in instances where no feasible drought-tolerant alternatives exist.		X			X	Public Works Department	100%
17-004	Multi-Hazard (Drought, Flood)	Plant street trees and other vegetation to provide shade and green spaces throughout Burbank, particularly around senior and medical facilities. Emphasize drought-tolerant and wind-resistant species.		X			X	Public Works Department	100%

Table 14 Interim Burbank Mitigation Action Items

Q&A | ELEMENT C. MITIGATION STRATEGY | C1b
Q: Does the plan document each jurisdiction's ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3)) A: See **5.3 HAZARD MITIGATION ACTIONS** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C4c
Q: Do the identified mitigation actions and projects have an emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii)) A: See **5.3 HAZARD MITIGATION ACTIONS & APPENDIX A** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C5a
Q: Does the plan explain how the mitigation actions and projects will be prioritized (including cost benefit review)? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii)) A: See **5.3 HAZARD MITIGATION ACTIONS & APPENDIX A** below.

Q&A | ELEMENT D. MITIGATION STRATEGY | D1
Q: Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3)) A: See **5.3 HAZARD MITIGATION ACTIONS & APPENDIX A** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C6c
Q: The updated plan must explain how the jurisdiction(s) incorporated the mitigation plan, when appropriate, into other planning mechanisms as a demonstration of progress in local hazard mitigation efforts. (Requirement §201.6(c)(4)(ii)) A: See **5.3 HAZARD MITIGATION ACTIONS & APPENDIX A** below.

5.3 HAZARD MITIGATION ACTIONS

Based on the criteria and evaluation process described above, the Planning Team prepared a list of hazard mitigation actions that are consistent with the City's goals and designed to improve resilience to hazard events. These actions collectively form Burbank's hazard mitigation strategy. Details noted in the Appendices below list the mitigation actions by the hazard they are intended to mitigate, completion status at the time of this plan's preparation, responsible agency, project number, and expected implementation time frame. The actions include preparedness activities, which are intended to improve emergency response for the City and community members when hazard events occur or are imminent. Although these actions are not strictly considered mitigation activities, they are expected to decrease the danger the community faces from hazard events and as such will support the same goals as mitigation actions.

Additionally, items noted in the Appendices will be implemented congruent to ongoing jurisdictional plans and processes detailed in, and as an extension of, official City and State policy documents. The documents and

official programs that give the Burbank LHMP wider context include the *Burbank2035 General Plan, Burbank Zoning Code*, *Burbank Emergency Operations Plan*, and the Ready Burbank Program. The planning noted in these documents affects and will in turn be influenced by the mitigation actions noted in the Appendices. How each of these documents aligns with the Burbank LHMP is as follows:

GENERAL PLAN

The Burbank2035 General Plan (BGP) is a state mandated policy document adopted on February 19th, 2013. It provides direction to City governance on resources allocation, physical structure, and the nature of community development. The BGP is detailed in its goals while remaining sufficiently flexible to incorporate new ideas and methods that support best practice approaches to reaching stated goals and meeting new challenges. Overarching areas articulated in the BGP include physical, economic, and environmental goals. More specifically, it discusses the following planning elements: Air Quality and Climate Change, Land Use, Mobility, Noise, Open Space and Conservation, Plan Realization, and Safety.

The Safety element expands on goals and policies to preserve the welfare of residents, businesses, and visitors and incorporates the current LHMP as if it were part of the BGP draft. Importantly, the General Plan makes it clear that safety is its paramount concern as it states that “in the event of any conflict between the provisions of the All-Hazard Mitigation Plan and the provisions of Burbank2035, the provisions of the All-Hazard Mitigation Plan shall control.” The BGP is undergoing revision to comply with State legislative changes and to address climatic, social, and economic challenges with expected implementation in 2022. In this revision, the BGP maintains the primacy of the LHMP with respect to the Safety element for the City, its property, environment, and residents.

ZONING CODE

Title 10 of the Burbank Municipal Code documents terms and requirements for City land use and development. While the BGP applies broad policy to land use, the Burbank Zoning Code (BZC) is highly specific in its guidance for development. The first item noted in section 10-1-202 Purpose of Ordinance clearly states the direction the Code will take: “1. Provide a precise guide for the physical development of the City in such manner as to achieve progressively the arrangement of land uses depicted in the General Plan”. Furthermore, this section makes it clear that the Code’s purpose “is to promote the public health, safety, peace, comfort, convenience, prosperity and welfare of the City and its inhabitants”. Examples of Code that align with Mitigation Actions of the LHMP as it implements the BGP are found throughout the BZC: 10-1-107 wherein all aspects of the Code are required to align with the General Plan overall, 10-1-620-3-J requiring appropriate access for fire and EMS in new development, and 10-1-620-3-M specifying property brush clearance regulations in the Burbank Fire Department’s Mountain Fire Zones. The Zoning Code is a living document and revisions by the City Council relevant to safety will be incorporated as guidance from the Local Hazard Mitigation Plan is available.

EMERGENCY OPS PLAN (EOP) / STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)

The Burbank Emergency Operations Plan (EOP) was updated in July of 2020. The plan’s purpose, in its own words, is to describe “the methods for carrying out emergency operations, the process for rendering mutual aid, the emergency services of governmental departments and agencies, how resources are mobilized, how the public will be informed and the process to ensure continuity of government during an emergency or disaster.” In accordance with Title 19 section 2443 of the California Code of Regulations, the Standardized

Emergency Management System (SEMS) is used to implement the Burbank EOP. As noted in the EOP, the mitigation actions documented in the LHMP realize the SEMS ideology related to a unified approach to moderating hazard impacts regardless of type or scale. In short, the Burbank EOP implements aspects of this LHMP plan via SEMS in accordance with Federal, State, and Local mandates.

READY BURBANK PROGRAM

The Ready Burbank Program is designed to empower Burbank's residents on the specifics of preparing for, reacting to, and getting information about hazards that may affect their lives. Based on the premise that a well-informed population can act as a force multiplier for mitigation efforts across all hazard types, Ready Burbank enables residents to work in concert with local governance plans rather than be wholly reliant on them. Mitigation actions outlined in the LHMP speak directly to supporting Ready Burbank and its goals. It cannot be sufficiently underscored that an engaged citizenry is substantially safer and more likely to provide direct input on their current and ongoing safety needs such that it may be embodied in updates to both Mitigation and General Plans.

CORNERSTONE DOCUMENT AND MITIGATION ACTIONS

Specific Mitigation Actions that reference the cornerstone documents as each pertains to implementation are detailed below. These actions include but are not limited to the following: *Appendix A, Community Preparedness Action*: Conduct evacuation studies for foothill developments, include looking at opportunities to provide secondary access particularly in accordance with the **Burbank Zoning Code**; *Appendix A, Community Preparedness Action*: Expand participation in the Burbank Community Emergency Response Team (CERT) program for residents and businesses in conjunction with **Ready Burbank Program**; *Appendix A, Community Preparedness Action*: Ensure that information is accessible to persons with disabilities and functional needs as outlined in the **General Plan**; *Appendix A, Multi-Hazard Action*: Conduct educational campaigns for City residents that emphasize cost- effective mitigation efforts, making material available through multiple multilingual media routes in conjunction with the **Ready Burbank Program –** recently completed City project 19-005**;** *Appendix A, Multi-Hazard Action*: Promote water conservation, drought tolerant landscaping, and defensible space practices in accordance with the **Burbank Zoning Code**; *Appendix A, Multi-Hazard Action*: Work with community groups to increase awareness of hazard events and resiliency opportunities across the whole community in conjunction with the **Ready Burbank Program**; *Appendix A, Multi-Hazard Action*: Monitor changes in boundaries for mapped hazard areas due to land use or climate change and revise mitigation actions to ensure continued resiliency routes in conjunction with **Burbank Zoning Codes**; *Appendix A, Multi-Hazard Action*: Improve waste and runoff water systems against hazardous events in conjunction with **General Plan** conservation priorities; *Appendix A, Multi-Hazard Action*: Integrate policy direction and details from this Plan into City documents, including the **General Plan**, **Emergency Operations Plan**, and Capital Improvements Program; *Appendix A, Seismic Action*: Explore amending the **Burbank Zoning Code** to incorporate standards requiring new buildings to retain habitability and functionality following seismic events; *Appendix A, Flooding Action*: Require new large developments and significant retrofits to use low-impact flood plain development strategies in accordance with **Burbank Zoning Code**; *Appendix A, Flooding Action*: Discourage new schools, child care centers, and adult and senior assisted living facilities from locating in any flood prone areas in conjunction with the **Burbank Zoning Code**; *Appendix A, Windstorm Action*: Encourage significant retrofits to existing buildings to meet wind speed design specifications in the **Burbank Zoning Code**; *Appendix A, Windstorm Action*: Explore amending the **Burbank Zoning Code** to incorporate wind loading provisions such as those contained in the ASCE 7 Standard as a

central part of the impact reduction effort; *Appendix A, Human Caused Action*: Discourage or prohibit new hazardous material facilities from locating near sensitive land uses in conjunction with the **Burbank Zoning Code**.

Q&A | ELEMENT D. MITIGATION STRATEGY | D3
Q: Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3)) A: See **5.3.1 MITIGATION ACTION PRIORITY CHANGES** below.

5.3.1 MITIGATION ACTION PRIORITY CHANGES

As with any plan, the mitigation actions proposed for implementation are a response to the known and/or expected hazards for the jurisdiction. The actions are oriented with respect to a hazard analysis snapshot and reflect many considerations including social, technological, demographic, and geographic factors to name but a few. The 2011 LHMP included consideration of a wide spectrum of hazards while the current plan is less speculative and focuses more directly on hazards the City has experienced within the last 25 years. This was a conscious choice to focus on real-world hazard experiences from across the City, State, and Region pragmatically.

Hazards that were identified as a lower priority in the current plan included landslides, windstorms, and flooding. This was the case as each of these hazards, while still a possibility either on their own or as a result of other hazards that enhance their occurrence, had not significantly affected the jurisdiction in recent years. The priority of earthquakes has not changed for the jurisdiction as Burbank is located in a highly active seismic zone. Occurrences of small quakes are common and larger instances in nearby cities are frequent enough (Northridge M6.7-1994, Antelope Valley M6.0-2021, etc.) to act as a clear reminder of this hazard.

Hazards that have seen greater emphasis in this plan are drought, wildfire, and EPV diseases. Droughts are not an uncommon hazard for Burbank but have gained greater focus as a result of their increasing duration, expanded geographic scope, and enhancement of wildfire conditions. The lack of dependable precipitation has extended the wildfire season to a greater proportion of the year with an increasing number of red flag days and “extreme” fire weather conditions in which hazard events are likely. As climatic conditions have deteriorated, there have been a growing number and increased severity of wildfire across the region. This acts as a reminder that even with ongoing zoning, fuel reduction, and regulatory measures that fire hazard remains a clear and present danger to the jurisdiction. The COVID19 pandemic is an ongoing disaster that has resulted in more than 1 million deaths in the US at the time of this mitigation plan’s update. As a result, this and similar diseases that fall under this hazard type have been addressed for the first time in the jurisdiction’s Plan with attention given not only to personal loss but to the socioeconomic impacts felt by Burbank and its residents.

Q&A | ELEMENT A: PLANNING PROCESS | A1c
Q: Does the plan identify who represented each jurisdiction? (At a minimum, it must identify the jurisdiction represented and the person’s position or title and agency within the jurisdiction.) (Requirement §201.6(c)(1)) A: See **5.4 HAZARD MITIGATION PLANNING TEAM** below.

5.4 HAZARD MITIGATION PLANNING TEAM

To guide development of Burbank's LHMP, the City utilized an extended Hazard Mitigation Planning Team with representatives from key City departments designated as Department Disaster Liaisons, as well as representatives from major community organizations contributing both their unique perspective and material. The City also reached out to representatives from diverse external organizations for input. The members contributing as part of the extended Planning Team included:

City Departments

- ✓ Fire Department
- ✓ City Clerk's Office
- ✓ Police Department
- ✓ City Attorney's Office
- ✓ City Manager's Office
- ✓ Treasurer's Office
- ✓ Public Works Department
- ✓ Library Services Department
- ✓ Water and Power Department
- ✓ Financial Services Department
- ✓ Parks and Recreation Department
- ✓ Management Services Dept.
- ✓ Information Technology Department
- ✓ Community Development Department

Associated External Organizations

- ✓ American Red Cross – Territory Representative for Disaster Management Area C
- ✓ Burbank Unified School District
- ✓ California Army National Guard – Local Armory
- ✓ Providence St. Joseph's Medical Center
- ✓ Burbank, Glendale, Pasadena Airport Authority
- ✓ LA County Public Works (Flood Control District)

Other External Organizations

- ✓ YMCA – Burbank YMCA
- ✓ NBC Universal Studios – Emergency Services
- ✓ Warner Brothers Studios – Crisis Management & Security
- ✓ Burbank Temporary Aid Center (BTAC)

Q&A | ELEMENT A: PLANNING PROCESS | A1a
Q: Does the plan document the planning process, including how it was prepared (with a narrative description, meeting minutes, sign-in sheets, or another method)? (Requirement §201.6(c)(1)) A: See **5.4.1 FORMATION OF THE PLANNING TEAM, 5.4.2 PLANNING TEAMD MEETINGS AND TASKS** below.

5.4.1 FORMATION OF THE PLANNING TEAM

The planning process has been interrupted several times with the most recent revision of the City's HMP previously expected in 2016. Efforts were renewed in 2018 resulting in progress that was disrupted first by staff departures and then critically by COVID-19 in 2020. Currently, the Emergency Management Coordinator for the City of Burbank, is leading the process to create an updated, financially responsible LHMP that adheres to guidelines published by Cal OES and FEMA.

5.4.2 PLANNING TEAM MEETINGS AND TASKS

As a result of healthcare guidelines and the ongoing nature of the pandemic, many of the traditional meetings associated with a whole community process were severely impacted during the draft phase of Burbank's LHMP update. Meetings and contributions were arranged through teleconferencing and email to maintain social distancing. Tasks assigned to contributors included material inclusion suggestions, topic revision/extension requests relevant to their area of expertise, and a general request for commentary (RFC) across the draft LHMP.

5.5 PUBLIC ENGAGEMENT

The goal of public engagement is to inform, educate, and motivate members of the community served by the LHMP to take part in the process of its creation. To foster this engagement, copies of the First Draft LHMP were initially posted to the Ready Burbank website on 06/29/2020 and the Final Draft posted on 10/04/2021 (see Section 5.5.1 Public Notices). Interested citizens were directed to provide comments and discuss concerns via email submission. In 2020, a link to a survey regarding public awareness of hazards identified in Burbank's Local Hazard Mitigation Plan, as well as community preparedness and insurance levels was circulated through social media. The results helped guide the strategic efforts of the Fire Department's Emergency Management Division (survey results are located in Appendix D). In addition, in 2021, a townhall-style meeting was held at the Burbank Fire Training Center. This meeting was held to present the second draft of the plan to the public, as well as educate the public on the purpose of the plan and receive constructive feedback for the ongoing development of the plan. While direct dialog via townhall forums has been limited, opportunities for dissemination of details and a broad discussion of public interest remains available through virtual methods.

5.5.2 PUBLIC WORKSHOPS

Two public townhall-style meetings were held to gather comments and ideas from the community about mitigation planning and priorities for mitigation plan goals. Initially, a single meeting was planned however attendance was lower than expected. As a result of the poor attendance, notice was posted for and a second meeting . In addition to the general public, community stakeholders were engaged through regularly scheduled planning meetings. Moving forward, the City of Burbank will look at additional avenues to engage the public.

Q&A | ELEMENT A: PLANNING PROCESS | A4
Q: Does the plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3)) A: See **5.6 INCORPORATION OF EXISTING PLANS** below.

5.6 INCORPORATION OF EXISTING PLANS

During the planning process, numerous sources were incorporated into the Burbank LHMP. Information from studies, reports, and technical sources, as well as relevant City, County, and State hazard mitigation plans were reviewed. In addition to the sources noted in Section 3.10, the following HMPs from geographically proximate cities and other agencies were referenced:

- City of Glendale, Hazard Mitigation Plan (2018)
- City of San Fernando, Hazard Mitigation Plan (2020)
- City of Pasadena, Draft Hazard Mitigation Plan (2018)
- County of Los Angeles, Hazard Mitigation Plan (2019)
- State of California, Hazard Mitigation Plan (2018)

Section 6 PLAN MAINTENANCE

This section details the process to ensure that Burbank's Hazard Mitigation Plan remains both effective and relevant while integrating ongoing public participation. The maintenance process includes monitoring and evaluating the Plan annually and producing a revision every five years. Additionally, an outline of how the City's government intends to incorporate outlined mitigation strategies with existing planning mechanisms, such as the General Plan, Capital Improvement Plans, and Building and Safety Codes, is discussed.

6.1 ADOPTION AND REVIEW PROCESS

Burbank's City Council is responsible for adopting the Mitigation Plan. The Council has the mandate to promote sound public policy regarding hazards. Once adopted, it will be submitted to the State Hazard Mitigation Officer at the California Office of Emergency Services. Following Cal OES approval, they will submit the plan to the Federal Emergency Management Agency for review and approval. This review will address the requirements set forth in 44 C.F.R. Section 201.6 (Local Mitigation Plans). Upon acceptance by FEMA, the City of Burbank will have gained eligibility for Hazard Mitigation Grant Program funding.

Q&A | ELEMENT A: PLANNING PROCESS | A6a
Q: Does the plan identify how, when, and by whom the plan will be monitored (how will implementation be tracked) over time? (Requirement §201.6(c)(4)(i)) A: See **6.2 MONITORING** below.

6.2 MONITORING

The hazard mitigation plan team leadership, the Emergency Management Coordinator will hold annual meetings with representatives from the coordinating City departments in order to gather status updates on the mitigation action items. These meetings will provide an opportunity to discuss the progress of the action items and maintain the partnerships that are essential for the sustainability of the mitigation plan. The focus of the annual meeting will be on the progress and changes to the Mitigation Action Items, as well as significant changes to identify hazards indicated in the plan.

Q&A | ELEMENT C. MITIGATION STRATEGY | C6a
Q: Does the plan identify the local planning mechanisms where hazard mitigation information and/or actions may be incorporated? (Requirement §201.6(c)(4)(ii)) A: See **6.3 IMPLEMENTATION** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C6b
Q: Does the plan describe each community's process to integrate the data, information, and hazard mitigation goals and actions into other planning mechanisms? (Requirement §201.6(c)(4)(ii)) A: See **6.3 IMPLEMENTATION** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C6c
Q: The updated plan must explain how the jurisdiction(s) incorporated the mitigation plan, when appropriate, into other planning mechanisms as a demonstration of progress in local hazard mitigation efforts. (Requirement §201.6(c)(4)(ii)) A: See **6.3 IMPLEMENTATION** below.

6.3 IMPLEMENTATION

The City of Burbank addresses civic, county and statewide mitigation goals and legislative requirements through the General Fund, Capital Projects, and Grants. The Mitigation Plan provides a series of recommendations - many of which are closely related to the goals and objectives of existing planning programs. The City will implement recommended mitigation action items through existing programs and procedures. Burbank is responsible for adhering to the State of California's Building and Safety Codes. In addition, the City may work with other agencies at the State level to review, develop, and ensure Building and Safety Codes are adequate to mitigate or prevent damage from hazard incidents. This is to ensure that life safety criteria are met for both new construction and retrofit structures.

Some of the goals and action items in the Mitigation Plan will be achieved through activities recommended in the strategic and other budget documents. The various departments involved in developing it will review the Plan on an annual basis. Upon review, the Planning Team will work with the various departments to identify areas where the Mitigation Plan action items are consistent with strategic and budgetary documents to ensure the Plan goals and action items are implemented in a timely fashion.

Upon FEMA approval, the Planning Team leadership will initiate incorporation of risk information and mitigation action items into existing planning mechanisms including the General Fund (Operating Budget and Capital Projects - see Appendix A below for links between individual action items and associated planning mechanism). Meetings of the Planning Team will provide an opportunity for members to report back on the progress made on the integration of mitigation planning elements into the City of Burbank's planning documents and procedures. Specifically, the Planning Team will utilize the updates of the following documents to guide the Mitigation Plan implementation:

- ✓ Risk Assessment, City Profile, Planning Process – EOP, Climate Action Plan, etc.
- ✓ Appendix A – General Fund, Capital Projects, Grants

6.4 ANNUAL IMPLEMENTATION REPORT

Upon approval and adoption of the Plan, the schedule for an Annual Implementation Report will be added to the Plan's Attachments. An integral aspect of the monitoring process is the need to maintain a strategic planning process which should include funding and organizational support. In that regard, at least one year in advance of the FEMA-mandated 5-year update submission requirement, the Emergency Management Coordinator will communicate with the Planning Team to discuss funding and timing of the update planning process. In the fourth year of the planning cycle, the Planning Team will broaden its scope to include discussions and research on all of the sections within the Plan with particular attention given to goal progress and public participation.

6.5 ECONOMIC ANALYSIS OF MITIGATION PROJECTS

In order to identify the costs and benefits associated with hazard mitigation strategies/measures/projects, FEMA uses two methods: benefit-cost analysis (BCA) and cost-effectiveness analysis (CEA). Implementing a BCA can assist in determining whether a project is worth undertaking presently in order to avoid disaster-related damages in the future. CEAs evaluate how best to spend a given amount of money to achieve a mitigation goal.

Determining the economic feasibility through these analyses can provide decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternatives. Given Federal funding, the Planning Team will use a FEMA-approved benefit-cost analysis approach to prioritize mitigation action items. For other projects and funding sources, the Planning Team will use other locally accepted methodologies to understand the costs and benefits of each action item and develop a prioritized list. The benefit, cost, and overall priority of each mitigation action item was included in the Mitigation Actions above. A more technical assessment will be required in the event grant funding is pursued through the Hazard Mitigation Grant Program. FEMA Benefit-Cost Analysis Guidelines are discussed below.

6.5.1 FEMA BENEFIT-COST ANALYSIS GUIDELINES

The Stafford Act authorizes the President to establish a program to provide technical and financial assistance to state and local governments to assist in the implementation of hazard mitigation measures. These measures are mandated to be cost effective and designed to substantially reduce injuries, loss of life, hardship, or the risk of future damage and destruction of property. To evaluate proposed hazard mitigation projects prior to funding, FEMA requires a BCA completion to validate cost effectiveness. BCAs are the method by which the future benefits of a mitigation project are estimated and compared to its cost. The end result is a benefit-cost ratio (BCR), which is derived from a project's total net benefits divided by its total project cost.

The BCR is a numerical expression of the cost effectiveness of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs. Although the preparation of a BCA is a technical process, FEMA has developed software, written materials, and training to support the effort and assist with estimating the expected future benefits over the useful life of new mitigation or a retrofit project. It is imperative to conduct a BCA early in the project development process to ensure the likelihood of meeting the cost-effective eligibility requirement in the Stafford Act. The BCA program consists of guidelines, methodologies, and software modules for major natural hazards, protective measures, and review processes as listed below:

- ✓ Flood
- ✓ Wildfire
- ✓ Earthquake
- ✓ Hurricane Wind
- ✓ Tornado Safe Room
- ✓ Hurricane Safe Room
- ✓ Damage-Frequency Assessment

The BCA program provides up-to-date program data, default, and standard values, user manuals and training. Overall, the program makes it easier for users and evaluators to conduct and review BCAs and to address multiple buildings and hazards in a single BCA module instance.

Q&A | ELEMENT A: PLANNING PROCESS | A6b
Q: Does the plan identify how, when, and by whom the plan will be evaluated (assessing the effectiveness of the plan at achieving stated purpose and goals) over time? (Requirement §201.6(c)(4)(i)) A: See **6.6 EVALUATION** below.

6.6 EVALUATION

At the annual Implementation Meeting, the Emergency Management Coordinator will guide discussion with the Planning Team on the progress of the Mitigation Plan to meet the plan goals. Progress toward realization of plan goals will be evaluated with respect to allocated funding, initiation of work, and completion of projects. The results of that discussion will be added to the Evaluation section of the Semi-Annual Implementation Report for subsequent inclusion in the five year update to the Plan. Efforts will be initiated promptly by the Planning Team to address unrealized plan goals by noting roadblocks to progress, solution(s) available, and expectations for realization of reviewed goals. These updates will form the basis of mitigation project progress in both the current projects, as well as modified or subsequent projects for the following LHMP.

Q&A | ELEMENT A: PLANNING PROCESS | A6c
Q: Does the plan identify how, when, and by whom the plan will be updated during the 5-year cycle? (Requirement §201.6(c)(4)(i)) A: See **6.7 UPDATE PROCESS** below.

6.7 UPDATE PROCESS

As noted above, the Mitigation Action Items will be monitored for status on an annual basis and updated as conditions warrant. The Emergency Management Coordinator or designee will be responsible for contacting the Planning Team members and organizing the annual meeting which will, preferably, take place annually during the anniversary month of the Plan's FEMA approval. Planning Team members will be responsible for participating in the formal update to the Plan every fifth year of the planning cycle. The Planning Team will begin the update process with a review of the goals and mitigation action items to determine their relevance to changing situations within the City of Burbank, as well as changes in State or Federal policy to ensure they are addressing current and expected conditions.

The Planning Team will also review the Plan's Risk Assessment to determine if this information should be updated as a result of new data. The coordinating organizations responsible for the various action items will report on the status of their projects, including the success of various implementation processes, difficulties encountered, success of coordination efforts, and which strategies should be revised. Amendments will be made to the Mitigation Actions and other sections in the Plan as deemed necessary by the Planning Team.

	YEAR 1*	YEAR 2	YEAR 3	YEAR 4	YEAR 5
MONITOR	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
EVALUATE					
Planning Team Evaluation	Annually in the anniversary month of FEMA's plan approval	Annually in the anniversary month of FEMA's plan approval	Annually in the anniversary month of FEMA's plan approval	Annually in the anniversary month of FEMA's plan approval	Month to month with goal of final preperation of updated plan to CalOES & FEMA
CalOES/FEMA Evaluation					Submission of plan update for evaluation as early as practicable in year 5
UPDATE	Apply local, state, or Federally relevant changes to draft update	Apply local, state, or Federally relevant changes to draft update	Apply local, state, or Federally relevant changes to draft update	Apply local, state, or Federally relevant changes to draft update	Completion expected by anniversary date of FEMA approval of current plan

*Monitoring begins following initial FEMA plan approval such that Year 1 is the immediately following 12 month period.

Q&A | ELEMENT A: PLANNING PROCESS | A5
Q: Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii)) A: See **6.8 EXTENDED PUBLIC INVOLVEMENT** below.

6.8 EXTENDED PUBLIC INVOLVEMENT

The City of Burbank Hazard Mitigation Planning Team is committed to involving the public in the ongoing review of and updates to the Local Hazard Mitigation Plan. Copies of the plan will be made available at the City of Burbank City Hall in print version and on the City's website electronically. The availability and location of these copies will be publicized via press release and on the website. This site will also contain an email address, phone number, and address where residents can direct their comments and concerns. At the discretion of the Emergency Management Coordinator, a public meeting may be held after the Annual Implementation Meeting. The meeting would provide the public a forum in which interested individuals and/or agencies could express their concerns, opinions, or ideas about the Plan. The Emergency Management Coordinator will be responsible for using City resources to publicize any public meetings and to maintain community involvement through the public access channels of social, web page, and traditional media.

Q&A | ELEMENT C. MITIGATION STRATEGY | C4a
Q: Does the plan identify and analyze a comprehensive range (different alternatives) of specific mitigation actions and projects to reduce the impacts from hazards? (Requirement §201.6(c)(3)(ii)) A: See **APPENDIX A** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C4b
Q: Does the plan identify mitigation actions for every hazard posing a threat to each participating jurisdiction? (Requirement §201.6(c)(3)(ii)) A: See **APPENDIX A** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C5b
Q: Does the plan identify the position, office, department, or agency responsible for implementing and administering the action/project, potential funding sources and expected timeframes for completion? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii)) A: See **APPENDIX A** below.

APPENDICIES

APPENDIX A: 2022 Burbank Mitigation Action Items and Status

Project #	Hazard Addressed	Project/Action Description	Goal Addressed					Lead Department & Point of Contact	Estimated Timeline	Status	Potential Funding Sources	LHMP Origin
			Life Safety	Property Protection	Response/Recovery	Public Awareness	Land Use					
20-001	Multi-Hazard	Install adequate back up power for emergency shelters (McCambridge Recreation Center, Verdugo Recreation Center, Joslyn Adult Center, Olive Recreation Center) and Burbank's EOC.	X		X			Public Works	1-2 Years	0%	General Fund and/or Grants	2011
Pending	Multi-Hazard	Maintain a continuing role for the Mitigation Planning Committee to develop a sustainable process to encourage, implement, monitor, and evaluate citywide mitigation actions.	X	X	X	X	X	Emergency Management Coordinator	Ongoing	N/A*	General Fund	2011
19-001 (2011)	Multi-Hazard	Enhance education and outreach programs to increase public awareness of natural hazards and emergency preparedness and to provide information on how individuals and businesses can mitigate their vulnerability to hazards.	X	X	X	X	X	Emergency Management Coordinator	Ongoing	N/A*	General Fund	2011
20-002	Multi-Hazard	Integrate the Mitigation Plan findings into planning and regulatory documents and programs, including emergency planning.	X	X	X	X	X	Emergency Management Coordinator	Ongoing	N/A*	General Fund	2011

Pending	Multi-Hazard	Create and maintain a comprehensive citywide database for tracking declared and non-declared natural disaster and other emergency events.			X	X		Emergency Management Coordinator and Information Technology	Ongoing	N/A*	General Fund	2011
21-003	Multi-Hazard	Create a comprehensive GIS mapping database in cooperation with other agencies to identify high hazard areas within Burbank and overlay with critical and important buildings and facilities.	X	X	X	X	X	Emergency Management Coordinator and Information Technology	2-3 Years	10%	General Fund	2011
Pending	Multi-Hazard	Create and maintain an electronic database of all stakeholders involved in planning for and responding to natural disasters.			X	X	X	Emergency Management Coordinator and Information Technology	Ongoing	N/A*	General Fund	2011
20-003	Drought	Continue and enhance water conservation measures.			X	X	X	Burbank Water & Power	Ongoing	N/A*	General Fund, Utility Enterprise Funds and/or Grants	2011
20-004	Drought	Expand recycled water use and capacity commensurate with demand and funding availability.			X	X	X	Burbank Water & Power, Public Works	Ongoing	N/A*	General Fund, Utility Enterprise Funds and/or Grants	2011
18-001	Landslide/ Mudslide	Enhance emergency notification and evacuation procedures.	X	X	X	X		Public Information Officer, Emergency Management Coordinator, Police	1-2 Years	80%	General Fund	2011
18-002	Earthquake	Complete the remaining seismic retrofits on the important city-owned buildings as tabulated in Ch6 2011 Burbank LHMP.	X	X	X			Public Works	5 Years	75%	General Fund and/or Grants	2011

18-003	Earthquake	Develop programs to help homeowners implement nonstructural mitigation measures and structural retrofits for seismically vulnerable residential buildings.	X	X		X		Building Division	5 Years	75%	Grants	2011
Pending	Earthquake	Develop and implement a long term plan for nonstructural mitigation for City buildings and facilities.	X	X	X			Building Division, Public Works	Ongoing	N/A*	General Fund and/or Grants	2011
Pending	Flood	Increase public awareness of flood-prone areas, encourage mitigation and flood insurance.	X	X	X	X	X	Community Development, Public Works, Emergency Management Coordinator	5 Years	0%	General Fund and/or Grants	2011
20-007	Flood	Identify locations where storm water drainage are needed and implement mitigation measures.	X	X		X		Public Works	5 Years	80%	General Fund and/or Grants	2011
Pending	Flood	Continue to enforce fully all of the NFIP requirements to ensure full compliance.	X	X	X	X	X	Public Works	Ongoing	N/A*	General Fund and/or Grants	2011
Pending	Windstorm	Ensure that all City and non-City critical facilities in Burbank have backup power.	X	X	X	X		Public Works, Burbank Water & Power	3 Years	0%	General Fund and/or Grants	2011
19-002	Windstorm	Maintain tree trimming efforts especially for transmission lines and trunk distribution lines.	X	X	X			Burbank Water & Power, Parks Recreation and Community Services	Ongoing	N/A*	General Fund, Utility Enterprise Funds and/or Grants	2011
19-003	Windstorm	Encourage property owners to trim trees near service drops to individual customers.	X	X	X	X		Burbank Water & Power	Ongoing	N/A*	General Fund, Utility Enterprise Funds and/or Grants	2011

22-001	Wildfire	Develop and disseminate informational materials to residents in the Fire Severity Zone to enhance awareness and encourage fire safe practices, including fuel reduction, defensible space, and fire-safe construction.	X	X	X	X		Fire	1-2 Years	25%	General Fund, Utility Enterprise Funds and/or Grants	2011
22-002	Wildfire	Identify evacuation routes and procedures for high risk areas and educate the public.	X		X	X		Police, Fire, Emergency Management Coordinator	1-2 Years	75%	General Fund and/or Grants	2011
22-003	Wildfire	Implement fuel reduction/ management including demonstrator projects in the Fire Severity Zone.	X	X	X	X	X	Fire	1-3 Years	25%	General Fund, Utility Enterprise Funds and/or Grants	2011
20-009	Community Preparedness	Identify a new primary location for the Emergency Operations Center.	X	X	X			Emergency Management	5 Years	25%	General Fund and/or Grants	2022
Pending	Community Preparedness	Conduct evacuation studies for foothill developments, include looking at opportunities to provide secondary access particularly in accordance with the Burbank Zoning Code.	X		X			Emergency Management, Development Services, Community Services	5 Years	0%	General Fund and/or Grants	2022
21-004	Community Preparedness	Develop an emergency telephonic notification system for City employees.	X	X	X	X		Emergency Management	3 Years	90%	General Fund	2022
Pending	Community Preparedness	Conduct regular emergency preparedness drills and training exercises for City staff.	X		X	X		Emergency Management	Ongoing	N/A*	General Fund	2022
Pending	Community Preparedness	Continue to coordinate with local school districts to ensure that school facilities can act as evacuation sites during major emergencies.	X		X		X	Emergency Management	Ongoing	N/A*	General Fund, School District Funds/Bonds and/or Grants	2022

20-010	Community Preparedness	Work with Burbank business groups to provide hazard mitigation and preparedness information to reduce loss.	X	X	X	X		Emergency Management	Ongoing	N/A*	General Fund and/or Grants	2022
19-004	Community Preparedness	Expand participation in the Burbank Community Emergency Response Team (CERT) program for residents and businesses in conjunction with Ready Burbank program.	X	X	X	X		Emergency Management	5 Year	50%	General Fund and/or Grants	2022
Pending	Community Preparedness	Store and maintain critical emergency supplies and equipment in strategic locations across the community.	X		X			Emergency Management	1-2 Years	0%	General Fund and/or Grants	2022
21-005	Community Preparedness	Ensure that community evacuation plans include provisions for community members who lack access to private vehicles or are otherwise transportation challenged.	X		X	X		Emergency Management, Development Services, Community Services	5 Years	20%	General Fund and/or Grants	2022
Pending	Community Preparedness	Continue to ensure effective emergency notifications through multiple media, in English and Spanish, about pending, imminent, or ongoing emergency events. Ensure that information is accessible to persons with disabilities and functional needs as outlined in the General Plan.	X	X	X	X		Emergency Management, Development Services, Community Services	Ongoing	N/A*	General Fund and/or Grants	2022
22-004	Multi-Hazard (Universal)	Improve Fire Station locations and facilities against hazard events.	X	X	X			Fire Department	5 Years	0%	General Fund and/or Grants	2022

Pending	Multi-Hazard (Universal)	Improve emergency power systems at water processing facilities and harden them against hazard events.	X	X	X			Water and Power Department	5 Years	0%	General Fund, Enterprise Utility Funds and/or Grants	2022
22-005	Multi-Hazard (Universal)	Install backup generators at community facilities that serve as cooling or evacuation centers	X		X			Community Development, Emergency Management	5 Years	0%	General Fund and/or Grants	2022
20-010	Multi-Hazard (Drought, Wildfire)	Promote water conservation, drought tolerant landscaping, and defensible space practices in accordance with the Burbank Zoning Code.			X	X	X	Engineering Division, Fire Department	2-3 Years	75%	General Fund, Enterprise Utility Funds and/or Grants	2022
22-006	Multi-Hazard (Earthquake, Windstorm)	Work with community groups to increase awareness of hazard events and resiliency opportunities across the whole community in conjunction with the Ready Burbank Program.	X	X	X	X		Community Development, Emergency Management	Ongoing	N/A*	General Fund and/or Grants	2022
Pending	Multi-Hazard (Universal)	Ensure that key City-owned facilities are hardened against hazards beyond minimum building requirements/ mitigation standards.	X	X	X			Community Development	5 Years	0%	General Fund and/or Grants	2022
Pending	Multi-Hazard (Universal)	Install backup power systems for key City-owned water pumps.		X	X			Water and Power Department	5 Years	0%	General Fund, Enterprise Utility Funds and/or Grants	2022
Pending	Multi-Hazard (Universal)	Coordinate with regional social service agencies and nonprofit care providers to obtain temporary shelters in advance of hazard events.	X		X	X		Community Development	Ongoing	0%	General Fund	2022
Pending	Multi-Hazard (Earthquake)	Work with Caltrans and railroad operators to harden bridges against hazard events.	X	X		X		Engineering Division	5 Years	0%	N/A Staff Time	2022

22-007	Multi-Hazard (Flood, Wildfire)	Monitor changes in boundaries for mapped hazard areas due to land use or climate change and revise mitigation actions to ensure continued resiliency routes in conjunction with Burbank Zoning Codes.		X			X	Engineering Division, Planning Division	Ongoing	N/A*	N/A Staff Time	2022
21-006	Multi-Hazard (Universal)	Improve waste and runoff water systems against hazardous events in conjunction with Burbank2035 conservation priorities.		X	X			Water and Power Department, Public Works Department	5 Years	0%	General Fund, Enterprise Utility Funds and/or Grants	2022
20-011	Multi-Hazard (Universal)	Integrate policy direction and details from this Plan into City documents, including the General Plan, Emergency Operations Plan, and Capital Improvements Program.	X	X	X			Engineering Division, Community Development, Emergency Management	5 Years	50%	N/A Staff Time	2022
Pending	Multi-Hazard (Universal)	Monitor funding sources for hazard mitigation activities opportunities.		X	X			Emergency Management	Ongoing	N/A*	General Fund, Enterprise Utility Funds and/or Staff Time	2022
21-007	Multi-Hazard (Earthquake, Windstorm)	Conduct an inventory of seismically vulnerable buildings and structures and pursue funding to incentivize retrofits of buildings and structures not covered by the existing state and local seismic strengthening ordinances to be more resilient to seismic events.	X	X			X	Community Development, Planning Division, Public Works Department	2-3 Years	50%	General Fund and/or Staff Time	2022
21-008	Multi-Hazard (Earthquake, Windstorm)	Promote small-scale seismic retrofits, such as window films to minimize shattering, anchors for rooftop-mounted equipment, and bracing for masonry chimneys.	X	X			X	Community Development	2-3 Years	50%	General Fund and/or Grants	2022

Pending	Multi-Hazard (Earthquake , Wildfire)	Consider the use of flexible water pipes, particularly across known faults, to enhance seismic resiliency.		X	X			Water & Power Department	5 Years	0%	General Fund and/or Grants	2022
Pending	Earthquake	Explore amending the Burbank Zoning Code to incorporate standards requiring new buildings to retain habitability and functionality following seismic events.		X	X			Community Development, Planning Division	5 Years	0%	General Fund, Staff Time and/or Grants	2022
Pending	Earthquake	Encourage community groups and industry representatives to conduct outreach about earthquake insurance to Burbank community members, including renters.		X	X	X		Financial Services	Ongoing	N/A*	NA Staff Time	2022
18-002	Flooding	Use permeable paving and landscaped swales for new and replacement City owned hard-scape areas.		X			X	Public Works Department	1-2 Years	80%	General Fund and/or Grants	2022
18-004	Flooding	Develop incentives to harden private buildings and structures against flooding.	X	X				Public Works Department, Community Development	5 Years	0%	General Fund and/or Grants	2022
Pending	Flooding	Discourage new schools, child care centers, and adult and senior assisted living facilities from locating in any flood prone areas in conjunction with the Burbank Zoning Code.	X	X		X	X	Community Development	Ongoing	N/A*	General Fund and/or Grants	2022
Pending	Flooding	Encourage renters in flood prone areas to obtain rental insurance that includes flood protection.		X	X	X		Financial Services	Ongoing	N/A*	General Fund and/or Grants	2022
Pending	Flooding	Secure funding for storm drain system improvements.		X	X			Public Works Department	Ongoing	N/A*	General Fund and/or Grants	2022

21-009	Multi-Hazard (Drought, Flood, Wildfire)	Aggressively search for and repair leaks in Burbank's water infrastructure.		X			X	Water and Power Department, Public Works Department	2-3 Years	25%	General Fund, Enterprise Utility Funds and/or Grants	2022
Pending	Multi-Hazard (Windstorm, Earthquake, Wildfire)	Survey and improve power lines.	X	X			X	Water & Power Department	5 Years	0%	General Fund, Enterprise Funds and/or Grants	2022
Pending	Multi-Hazard (Windstorm, Earthquake)	Encourage significant retrofits to existing buildings to meet wind speed design specifications in the Burbank Building Zoning Code.	X	X		X		Community Development	Ongoing	N/A*	General Fund and/or Grants	2022
Pending	Windstorm	Explore amending the Burbank Zoning Code to incorporate wind loading provisions such as those contained in the ASCE 7 Standard as a central part of the impact reduction effort.	X	X			X	Community Development, Planning Division	5 Years	0%	General Fund and/or Grants	2022
Pending	Multi-Hazard (Windstorm, Earthquake)	Encourage enforcement and inspection by local building officials of new and existing California Building Code requirements in areas of higher risk to wind borne hazards.	X	X		X		Public Works Department, Community Development	Ongoing	N/A*	N/A Staff Time	2022
Pending	Human Caused	Discourage new sensitive land uses, including schools, parks, child care centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses in conjunction with the Burbank Zoning Code.	X	X		X	X	Community Development	Ongoing	N/A*	N/A Staff Time	2022

Pending	Human Caused	Work with solid waste service contractors to educate Burbank residents and businesses on safe disposal of small quantities of hazardous materials.	X	X		X		Public Works Department	Ongoing	N/A*	N/A Staff Time	2022
Pending	Human Caused	Maintain and improve relationships with both air and rail operators within City limits with respect to transportation safety.	X	X	X			City Manager	Ongoing	N/A*	N/A Staff Time	2022

N/A* - Marked items under the Status column are mitigation actions that are ongoing and not expected to reach completion over the course of foreseeable mitigation plans. Items marked N/A in the Potential Funding column indicates that funding is not expected to originate outside personnel salaries. Examples of this include environmental actions such as vegetation clearance or community relations actions such as educational programs.

APPENDIX B: Place Holder For City of Burbank Adoption Resolution

Final plan will be submitted to City Council for adoption A copy of the City Council Resolution for adoption will be inserted here upon submission to City Council for adoption.

APPENDIX C: Place Holder For FEMA Approval Letter

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

January 26, 2023

Eric Baumgardner
Emergency Management Coordinator
City of Burbank Fire Department
311 E Orange Grove Avenue
Burbank, CA 91502

Dear Eric Baumgardner:

The Federal Emergency Management Agency (FEMA) has completed its review of the *City of Burbank Local Hazard Mitigation Plan 2022* and has determined that this plan is eligible for final approval pending its adoption by the City of Burbank.

Formal adoption documentation must be submitted to FEMA Region 9 within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. FEMA will approve the plan upon receipt of the documentation of formal adoption.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

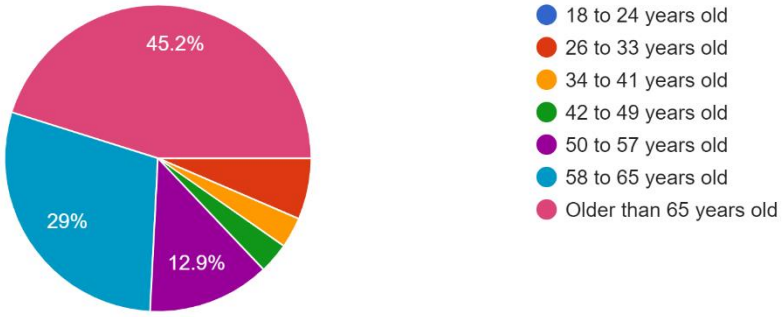
Enclosure (1)
City of Burbank Plan Review Tool, dated January 26, 2023

cc: Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services
Jacy Hyde, Acting State Hazard Mitigation Officer, California Governor's Office of Emergency Services

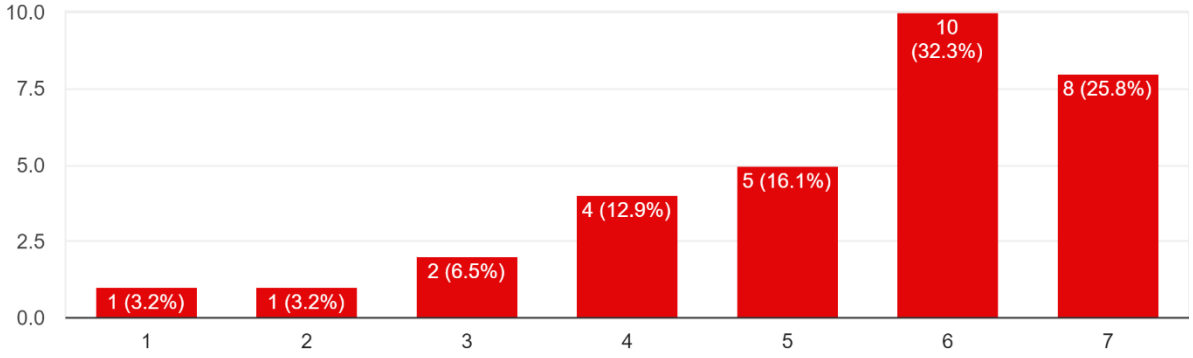
www.fema.gov

APPENDIX D: Hazard Mitigation Public Survey

Which age range best describes you?
31 responses

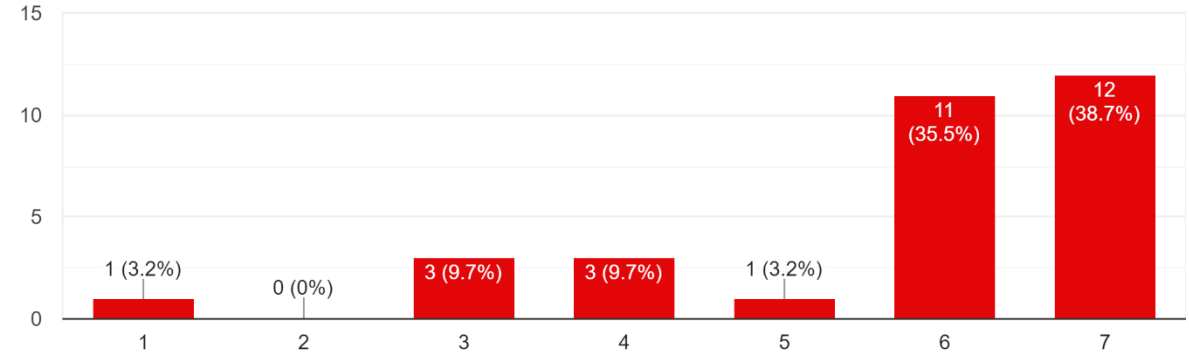


How familiar are you with the potential threat of EARTHQUAKES specific to the CITY of BURBANK
31 responses



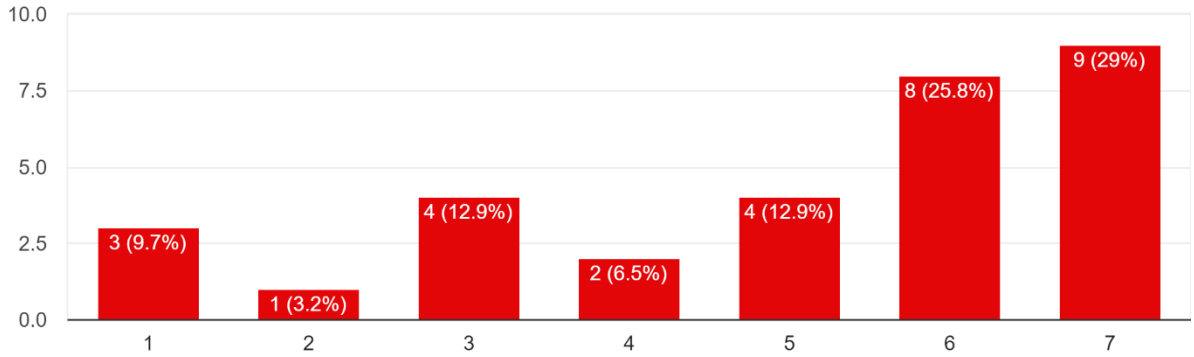
How familiar are you with the potential threat of WILDLAND (brush) FIRES specific to the CITY of BURBANK

31 responses



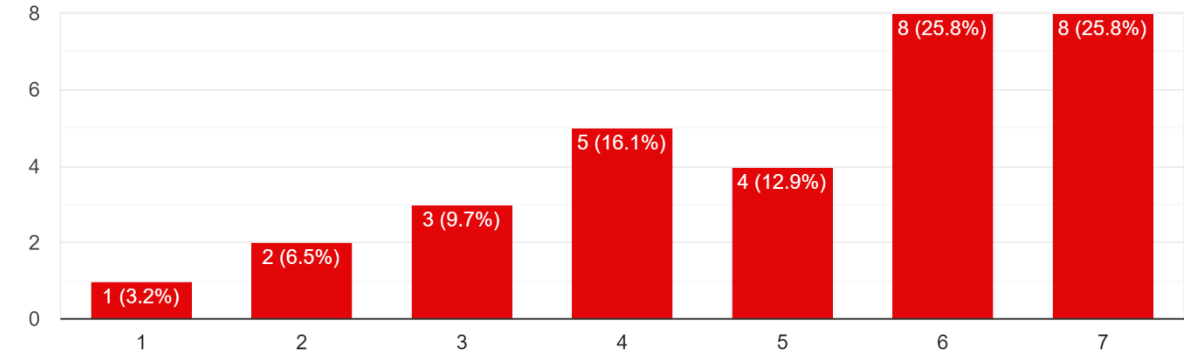
How familiar are you with the potential threat of WINDSTORMS (winds of a damaging speed for prolonged period) specific to the CITY of BURBANK

31 responses



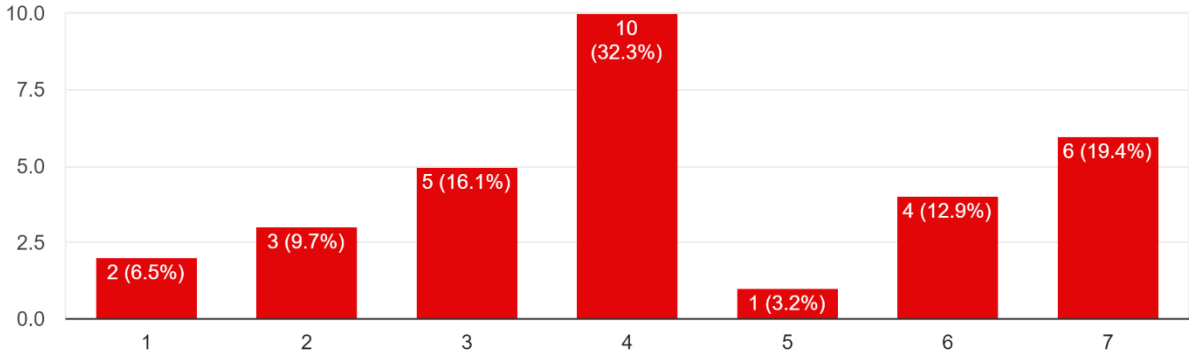
How familiar are you with the potential threat of MUD & DEBRIS FLOWS specific to the CITY of BURBANK

31 responses



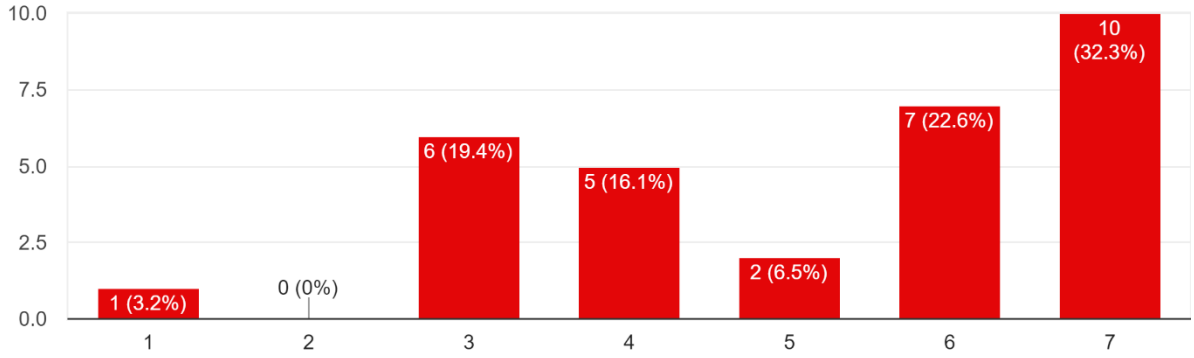
How familiar are you with the potential threat of FLOODS & URBAN FLOODING specific to the CITY of BURBANK

31 responses



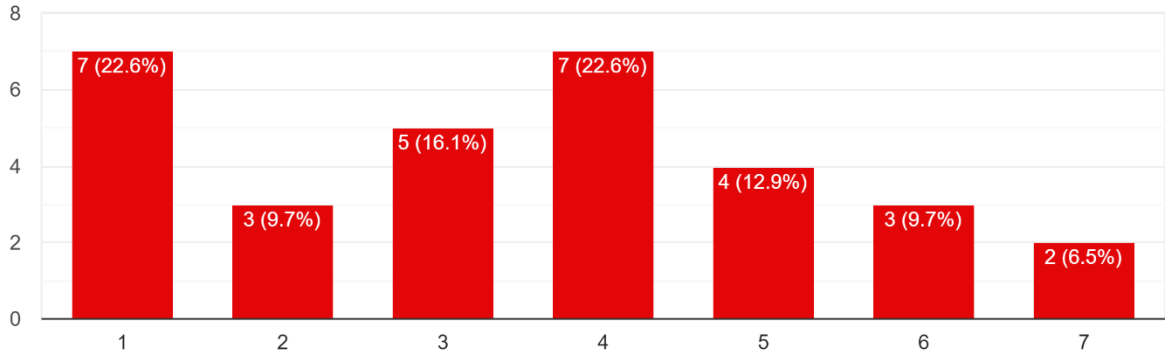
How familiar are you with the potential threat of DROUGHT or CLIMATE CHANGE specific to the CITY of BURBANK

31 responses



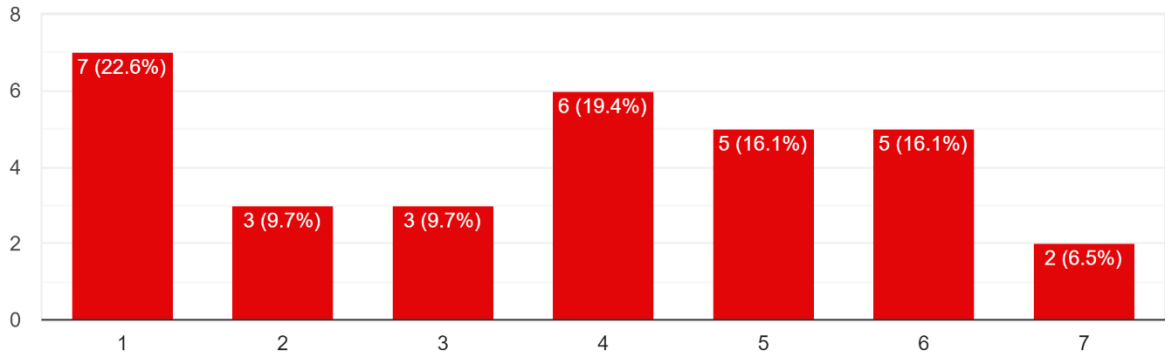
How familiar are you with the potential threat of HAZARDOUS MATERIALS specific to the CITY of BURBANK

31 responses

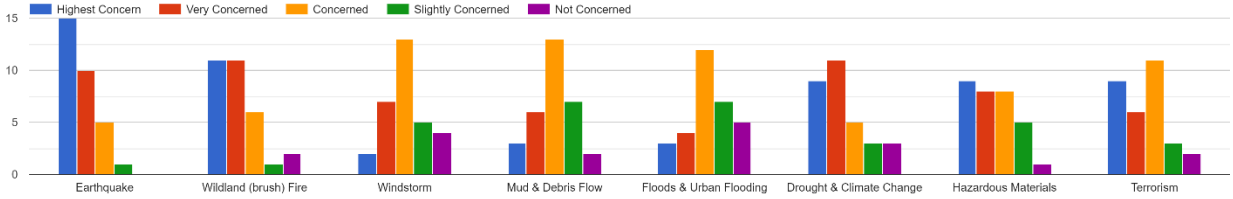


How familiar are you with the potential threat of TERRORISM specific to the CITY of BURBANK

31 responses

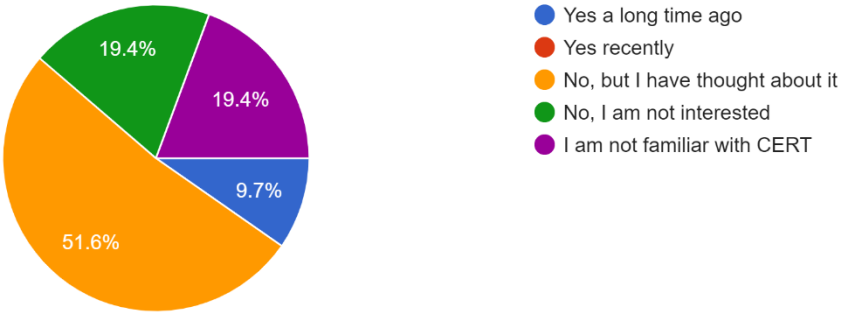


Which identified hazards are you most concerned with



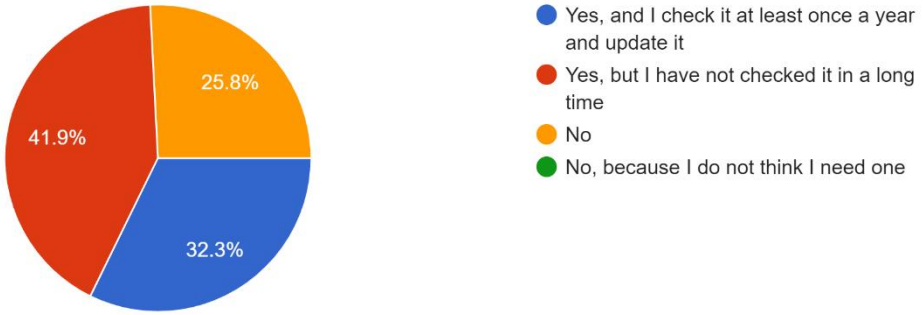
Have you taken a Community Emergency Response Team (CERT) training class

31 responses



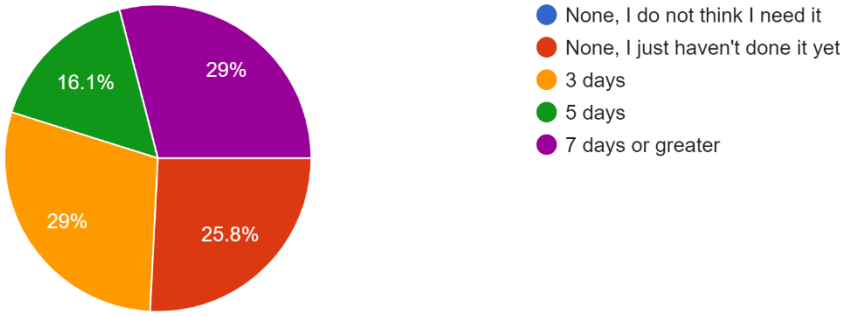
Do you have an emergency kit at home

31 responses



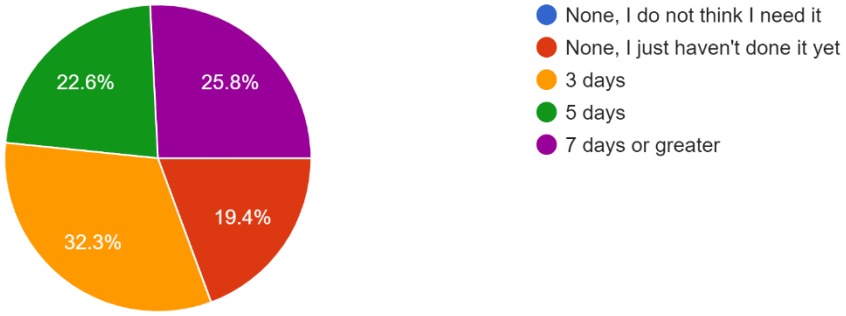
How many days of emergency food do you have at home for each member of the family (this can be either specific emergency rations such as Meal...e just for an emergency, not normal pantry items)

31 responses



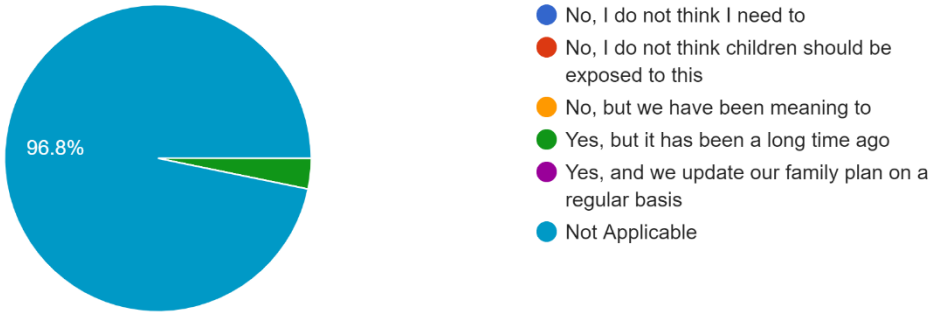
How many days of emergency drinking water do you have at home for each member of the family (this should be equal to 1 gallon of water per person per day)

31 responses



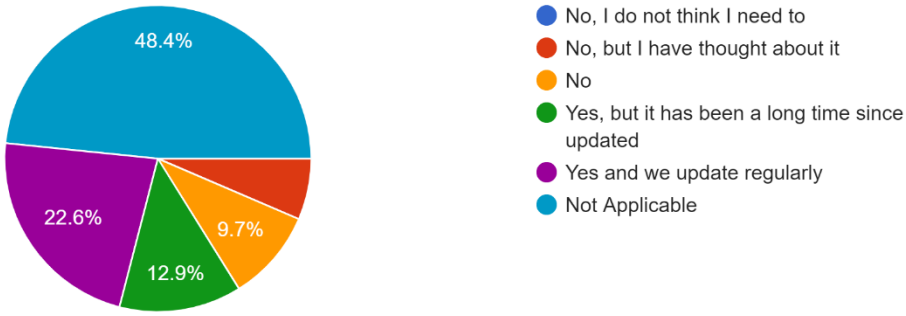
If there are children living in your household, have you discussed the risk of hazards and threats and made a family emergency response plan

31 responses



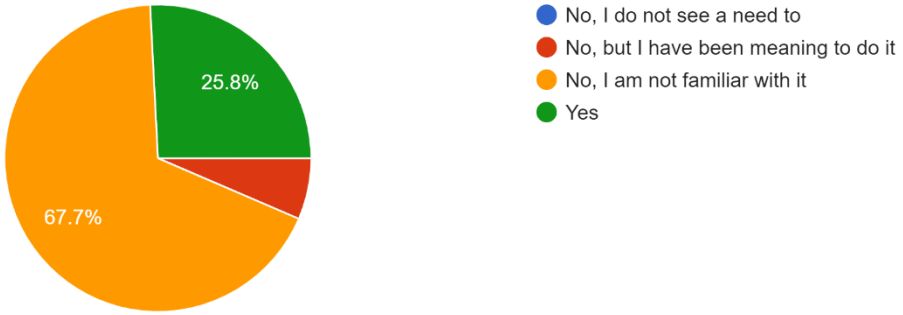
If you have pets at home, do you have emergency supplies (including extra food and water) and an emergency plan for your pets?

31 responses



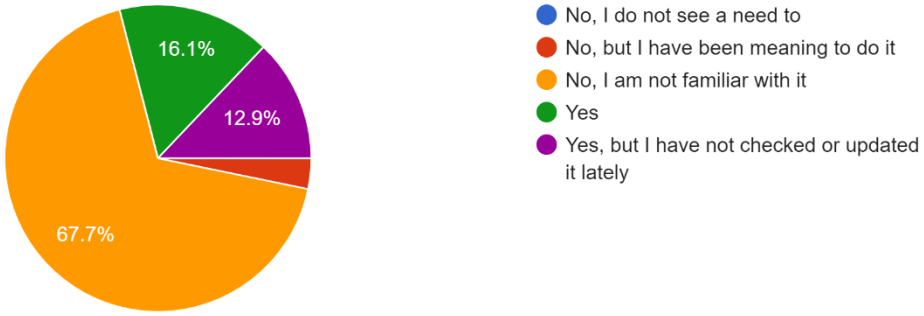
Have you subscribed to the Burbank Police Department's NIXLE notification system

31 responses

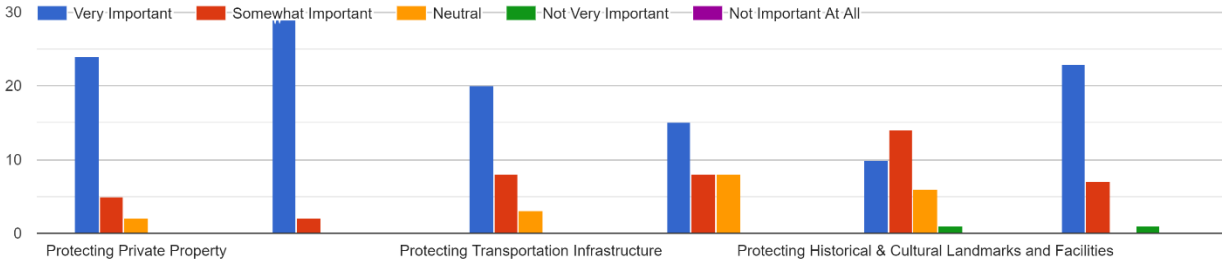


Have you subscribed and registered with Burbank Community Alerts (the City of Burbank electronic emergency mass notification system)

31 responses

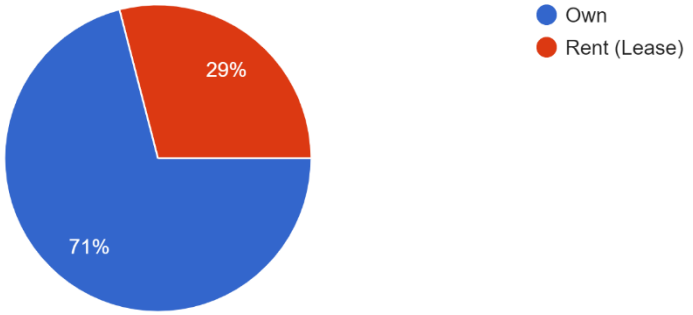


Natural and human caused disasters can have a significant impact on the community, but planning for these events can help lessen the impact. How important do you feel it is to plan for each category below.



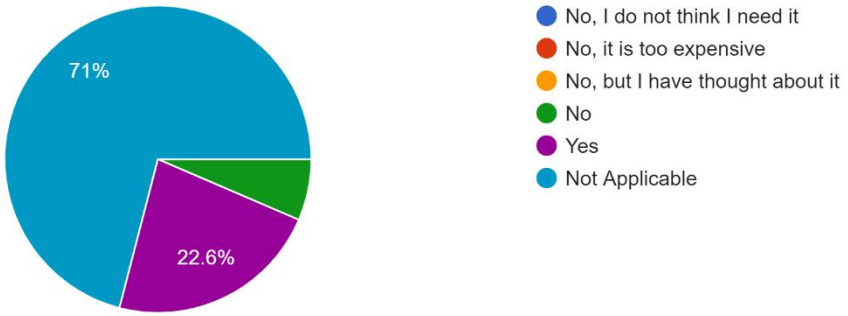
Do you own or rent where you live

31 responses



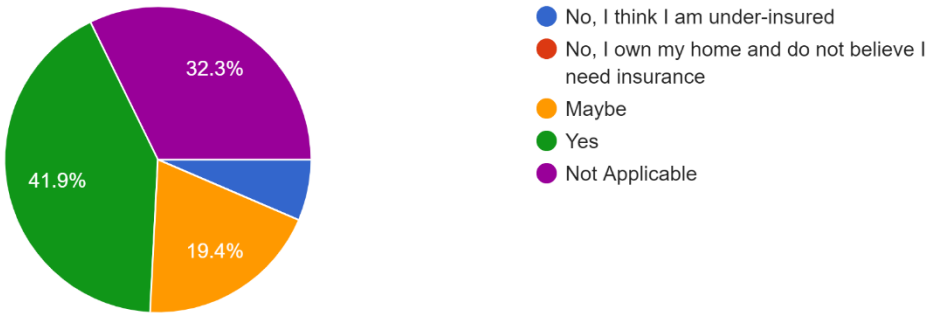
If you rent, do you have Renter's Insurance

31 responses



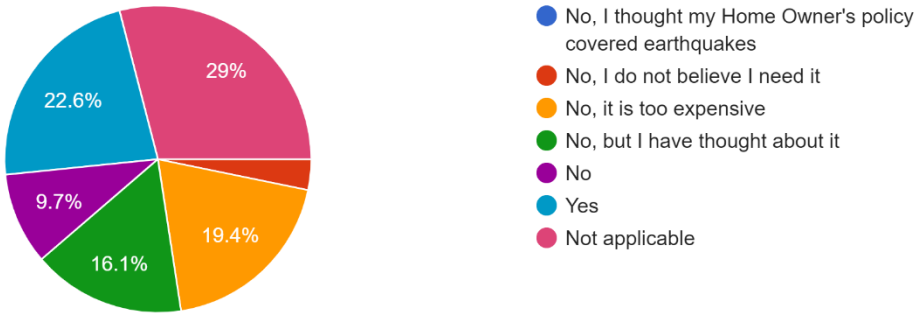
If you own, do you believe you have adequate Home Owner's Insurance coverage to replace your home if severely damaged or totally lost as a result of a disaster or similar situation

31 responses



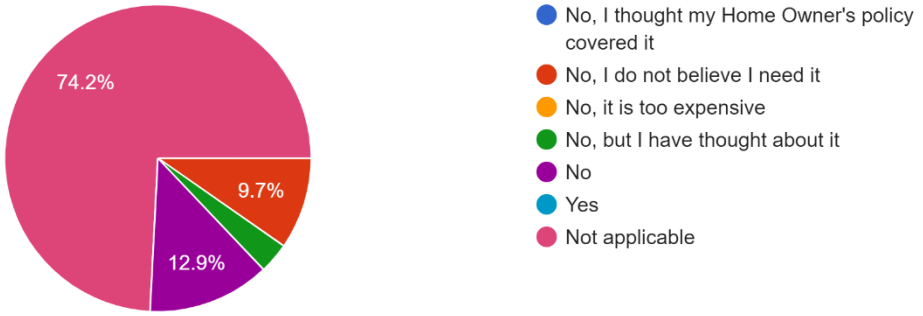
If you own your home, do you have supplemental Earthquake Insurance (FYI regular Home Owner's Insurance does not cover earthquake damage)

31 responses



If you own your home and live in an identified flood risk area, do you have supplemental Flood Insurance (FYI regular Home Owner's Insurance may not cover flood damage)

31 responses



APPENDIX E: California Building Codes 9-1-2-G102.2 & 9-1-2-G103.10

See: https://www.codepublishing.com/CA/Burbank/html/Burbank09/Burbank0901.html#9-1-2-G102.2
See: https://www.codepublishing.com/CA/Burbank/html/Burbank09/Burbank0901.html#9-1-2-G103.10

Appendix G: Resolution to Adopt UWMP

[To be added following City Council adoption]

Correspondences

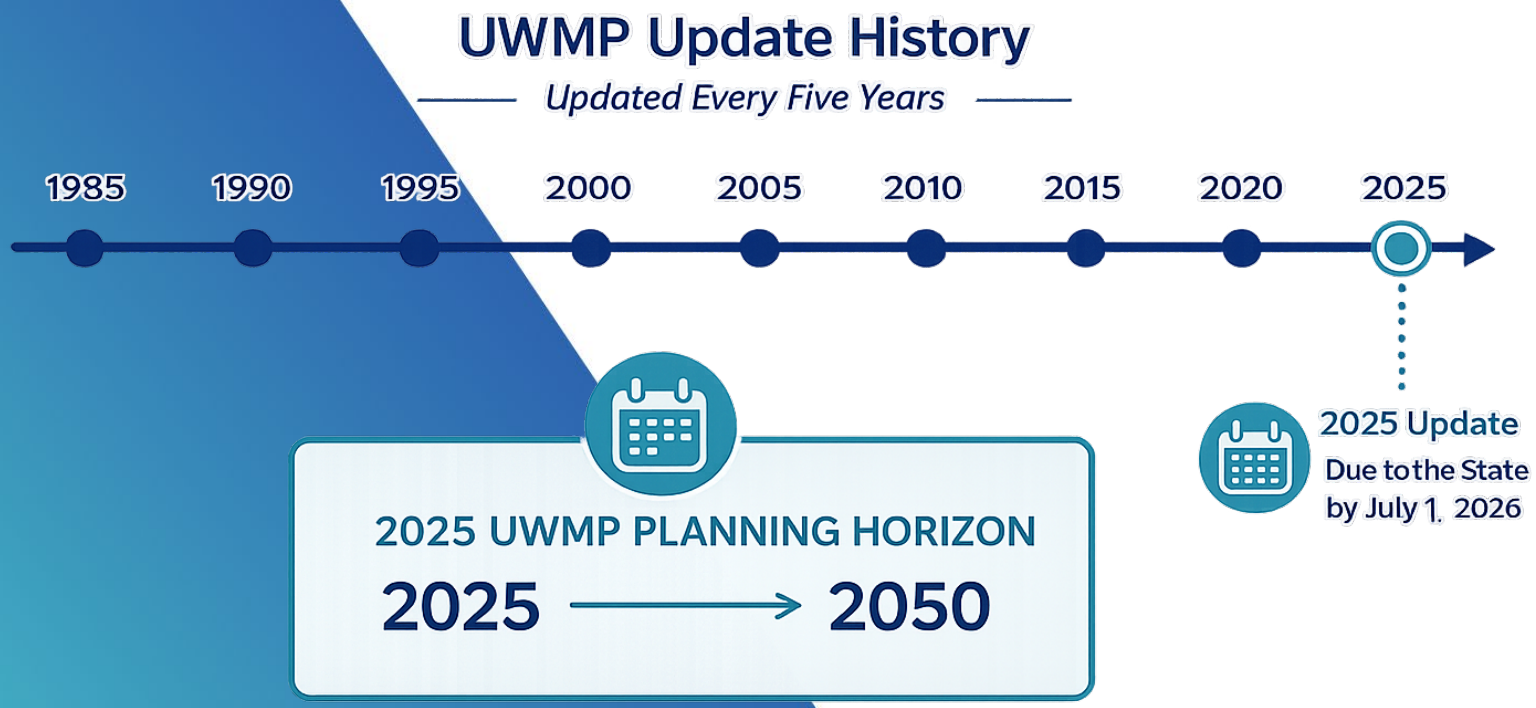
Please Note: If additional Documents/Correspondences are submitted for this item, they will be periodically posted to the City website for public viewing.

Adoption of a Resolution Approving and Adopting the 2025 Urban Water Management Plan and Water Shortage Contingency Plan

City Council
June 16, 2026

WATER AND POWER

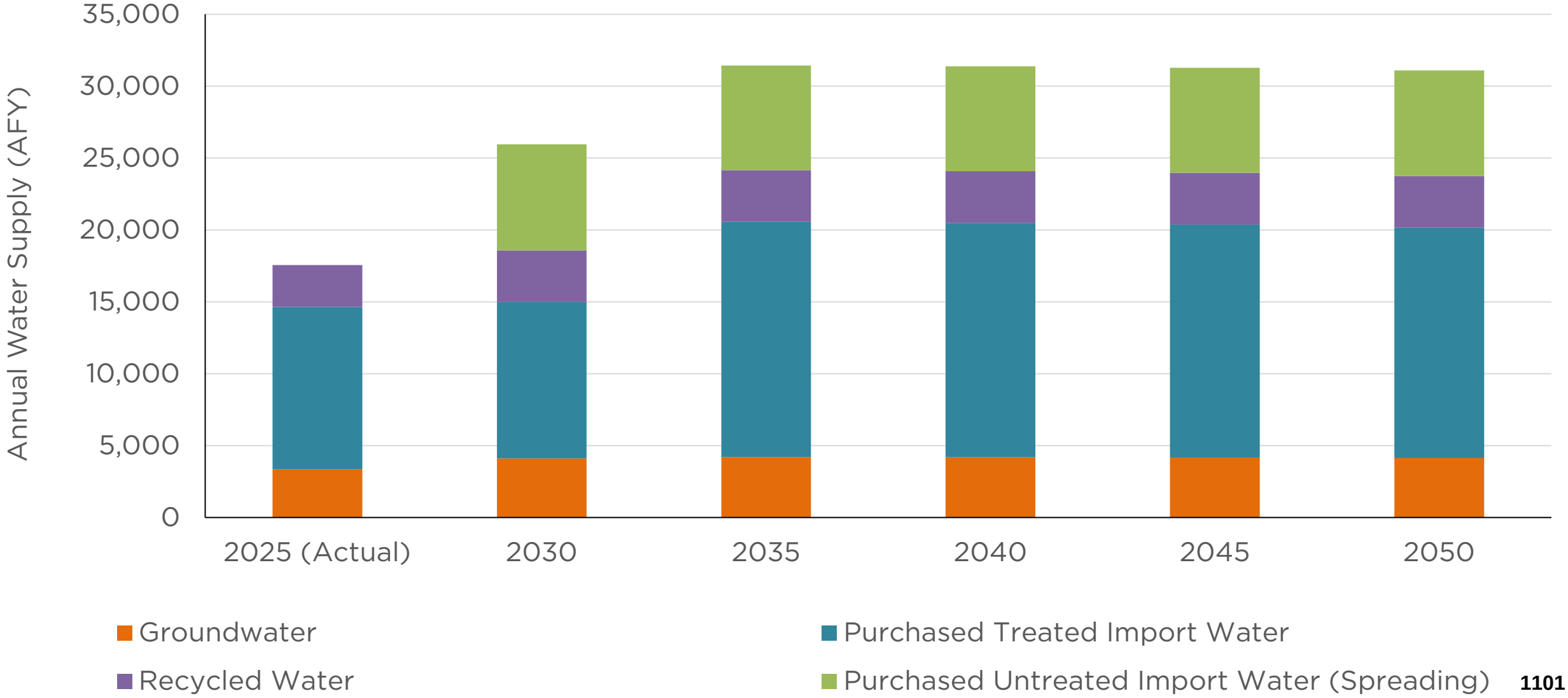
Purpose of the 2025 UWMP & WSCP



- State-required update completed every five years
- Evaluates water supply reliability through 2050
- Includes the City's Water Shortage Contingency Plan

1100

Projected Water Demands & Supplies



Regional Reliability Planning Assumptions

Regional Reliability Depends On Continued Investment In:

Infrastructure Investment

Continued investment in storage, conveyance, and treatment infrastructure.

Water Use Efficiency

Ongoing conservation programs to support long-term reliability.

Recycled Water Expansion

Expansion of recycled water programs across Southern California.

Local Supply Development

Development of local water resources throughout the region.

MWD's Local Resources Program further supports the development of local water supplies throughout Southern California.

Long-Term Water Supply Challenges

Changing hydrologic conditions continue to affect statewide water supply reliability.

Hydrologic variability and long-term drought conditions continue to affect Colorado River system planning and operations.

Delta ecosystem and conveyance limitations continue to affect long-term SWP reliability projections.

Long-term reliability depends on continued investment in regional storage, conveyance, and treatment infrastructure.

Burbank Reliability Initiatives

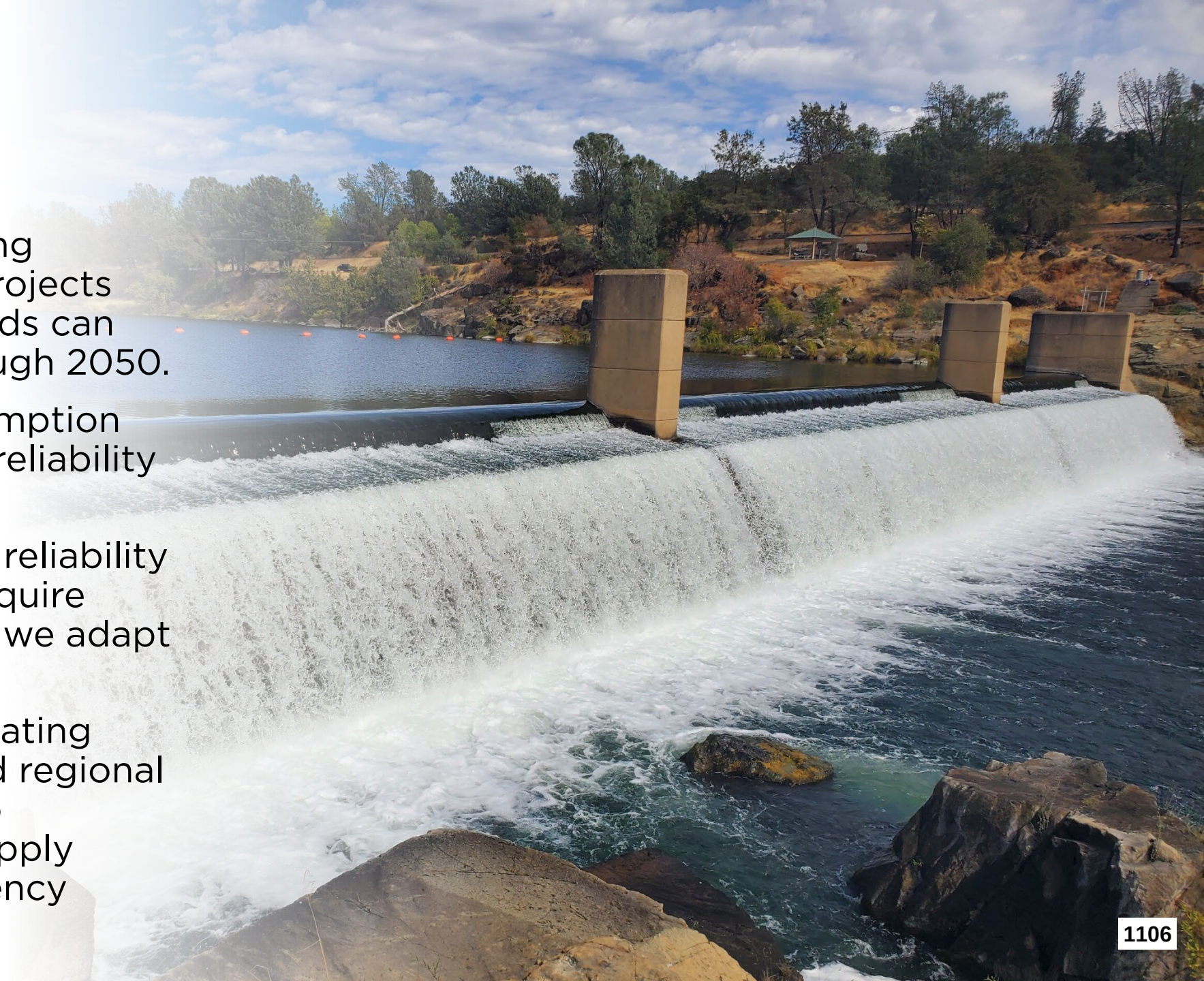
- ✓ **Continued expansion** of recycled water use to offset water demands from MWD
- ✓ **Evaluation** of future direct potable reuse opportunities
- ✓ **Participation in regional desalination** and supply diversification discussions
- ✓ **Participation in** regional water exchange partnerships
- ✓ **Strengthen** long-term reliability and resiliency of groundwater supplies

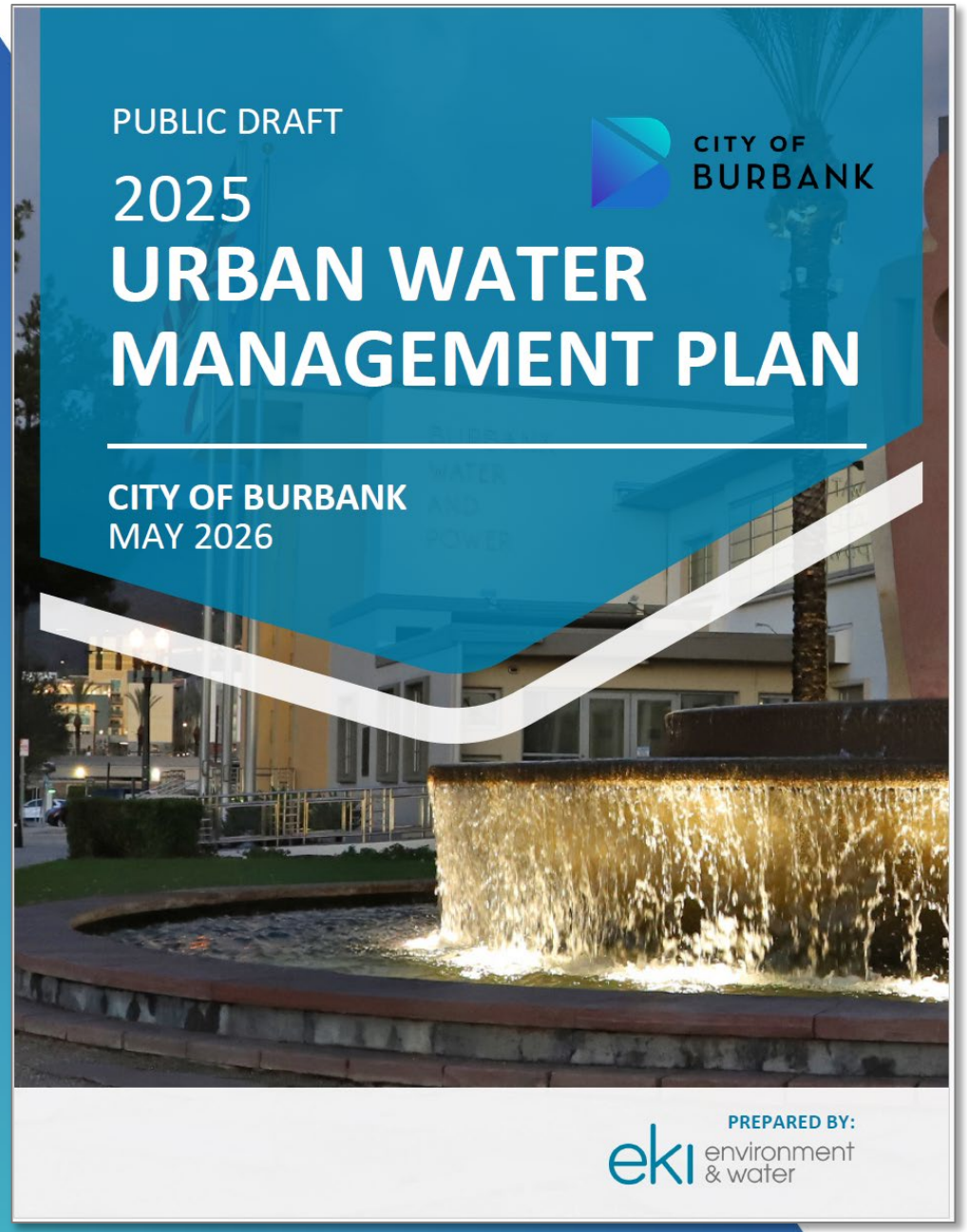
Water Shortage Contingency Plan

- State-required component of the Urban Water Management Plan
- Continues Burbank's longstanding water shortage planning efforts
- Reflects existing BWP drought response practices and operational experience
- No significant new WSCP requirements were added for the 2025 UWMP cycle
- Can be amended at any time

Summary

- Based on current planning assumptions, Burbank projects that future water demands can continue to be met through 2050.
- Burbank's planning assumption include MWD's regional reliability planning
- Long-term water supply reliability planning continues to require regional coordination as we adapt to climate change
- Burbank continues evaluating local supply projects and regional partnerships intended to strengthen long-term supply diversification and resiliency





Recommendation

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND THE WATER SHORTAGE CONTINGENCY PLAN

CONTACT

Asif Sheikh, P.E.
Manager Water Engineering & Planning
(818) 238-3504 office
asheikh@burbankca.gov

CITY OF BURBANK
WATER AND POWER

RESOLUTION NO. 26-29,717

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AND ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND THE WATER SHORTAGE CONTINGENCY PLAN

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Urban Water Management Planning Act (Cal. Water Code Section 10610 *et seq.*; hereinafter "the Act") mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare and adopt an Urban Water Management Plan ("UWMP"), the primary objectives of which are to evaluate water supplies and demands, including the reliability of supplies, to plan for the conservation and efficient use of water, and to prepare for water shortages. Further, urban water suppliers must prepare and adopt a Water Shortage Contingency Plan ("WSCP") as part of the UWMP to address potential water supply shortages from drought or other impacts to water supply availability.

B. The City of Burbank is an urban water supplier providing water to a population of over 100,000 through over 26,000 water service connections and is required to prepare and adopt a UWMP and WSCP pursuant to the Act.

C. The Act provides that the UWMP and WSCP be reviewed and updated at least once every five years, in years ending in five and zero, and that the City make any changes or amendments to the Plans which are indicated by the review.

D. Any such changes or amendments to the UWMP and WSCP must be adopted by July 1, 2026, after public review and hearing, and filed with the California Department of Water Resources, the California State Library and the County of Los Angeles within thirty (30) days of adoption.

E. The City has prepared and circulated for public review the draft 2025 UWMP, which updates and replaces the 2020 Plan, and includes the City's updated 2025 WSCP as required by statute.

F. A duly noticed public hearing regarding such changes or amendments to the proposed 2025 UWMP and WSCP was held by the City Council on June 16, 2026. Notice of the hearing was published in accordance with California Water Code Section 10642.

G. The City Council considered the staff report and recommendations therein, and the evidence and testimony presented at such hearing.

H. Pursuant to California Water Code Section 10652, no further environmental review is required under the California Environmental Quality Act ("CEQA") because CEQA does not apply to the preparation or adoption of plans pursuant to Part 2.6 of

Division 6 of the California Water Code, including UWMPs and WSCPs.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The findings above are true and correct, and incorporated herein.

2. The 2025 Urban Water Management Plan and the 2025 Water Shortage Contingency Plan, attached to the Staff Report dated June 16, 2026, are hereby adopted and ordered filed with the City Clerk.

3. The General Manager of Burbank Water and Power is hereby authorized and directed to file the 2025 Urban Water Management Plan and the 2025 Water Shortage Contingency Plan with the California Department of Water Resources, the California State Library, and the County of Los Angeles within thirty (30) days of adoption.

4. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED and ADOPTED this 16th day of June, 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

By: _s/Lisa Kurihara_____
Lisa Kurihara
Senior Assistant City Attorney

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

I, Linda Thai, Assistant 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 16th day of June, 2026 by the following vote:

AYES: Anthony, Perez, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Mullins.

_s/Linda Thai_____
Linda Thai, Assistant City Clerk

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: June 16, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Department Director
Jennifer Becker, Financial Services Director
BY: Simone McFarland, Assistant Community Development Director
Mary Hamzoian, Economic Development Manager

SUBJECT: Adoption of a Resolution Calling for the Placement of a General Tax Measure on the November 3, 2026 General Municipal Election Ballot for the Submission to Qualified Voters of a Proposed Ordinance Amending the City's Transient Occupancy Tax ("TOT") by Increasing the Maximum Rate from Ten Percent (10%) to Twelve Percent (12%) Effective January 1, 2027; Directing the City Attorney to Prepare an Impartial Analysis; and Directing the City Clerk to Set Rules and Deadlines for Arguments and Rebuttals for and Against the Measure

RECOMMENDATION

1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING THE CITY'S TRANSIENT OCCUPANCY TAX ("TOT") BY INCREASING THE MAXIMUM RATE FROM TEN PERCENT (10%) TO TWELVE PERCENT (12%) EFFECTIVE JANUARY 1, 2027; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS; AND DIRECTING THE CITY CLERK TO SET RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE MEASURE; and

2. Authorize the City Council to create an Ad-Hoc Subcommittee consisting of the Mayor and Vice-Mayor, to prepare an argument in favor of the measure and if necessary, submit a rebuttal argument.

EXECUTIVE SUMMARY

The City of Burbank (City) is evaluating a proposed increase to its Transient Occupancy Tax (TOT) from ten percent (10%) to twelve percent (12%) to help address projected long-term fiscal challenges while maintaining essential City services. The TOT, paid by visitors staying in hotels and other short-term lodging accommodations for fewer than 30 days, has remained unchanged since 1983. Even with a proposed increase, the City's TOT rate would remain competitive with neighboring jurisdictions, many of which currently impose higher combined lodging-related taxes and assessments. The proposed increase is projected to generate approximately $3 million annually in additional General Fund revenue to support services such as police, fire, emergency response, parks, homelessness programs, youth and senior services, and general municipal operations.

The City's long-range financial forecast projects expenditures will continue to outpace revenues through Fiscal Year 2030-31 despite recent cost-control and revenue-generating efforts implemented by the City. Staff therefore recommends that the City Council consider placing a proposed measure on the November 3, 2026 ballot for qualified voter consideration to increase the TOT rate. If approved by a majority vote, the increase would take effect on January 1, 2027. Staff would also conduct a public education and outreach program and prepare the required ballot materials, including resolutions, ordinance language, and impartial analysis. City Council can elect to draft the ballot.

BACKGROUND

A Transient Occupancy Tax (TOT), often referred to as a hotel or lodging tax, is a local tax imposed on individuals who rent hotel accommodations[1] for a short-term stay, typically for 30 consecutive days or less. The tax is paid by visitors and collected by hotels, motels, inns, and other lodging providers as part of the guest's bill and then remitted to the City. TOT revenues are a locally controlled funding mechanism that helps maintain general municipal services such as public safety, emergency response, parks and recreation programs such as youth programs and senior services, homelessness prevention, and community development projects. The tax rate and specific regulations vary by jurisdiction, with some cities and counties applying additional assessments for tourism or convention funding.

Burbank adopted a TOT in 1964 and has not increased the rate of ten percent (10%) since 1983. As depicted in Figure 1 below, Burbank's current TOT rate of 10% is less than several comparable neighboring jurisdictions, including Pasadena (12.11%), Glendale (12%), Los Angeles (14%), West Hollywood (12.50%), and Santa Monica (15%).

[1] Per BMC §2-4-602, Hotel Accommodation is defined as any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location.

Figure 1- TOT Comparison

Destination	TOT	TBID Assessment	Total Charge*
Santa Monica	15.00%	$2.20 / $6.00 / $7.00 per room night [1]	19.36%
Pasadena	12.11%	4.89%	17.00%
West Hollywood	12.50%	4.00%	16.50%
Los Angeles	14.00%	2.00%	16.00%
Oxnard	10.00%	4.00% [2]	14.00%
Ventura	10.00%	4.00% [2]	14.00%
Beverly Hills	14.00% [3]	N/A	14.00%
Conejo Valley	10.00% - 12.00% [4]	2.00%	12.00 - 14.00%
Camarillo	9.00%	4.00% [2]	13.00%
Santa Clarita	10.00%	2.00%	12.00%
Simi Valley	10.00%	2.00%	12.00%
Glendale	12.00%	N/A	12.00%
Burbank (Existing)	10.00%	1.75%	11.75%
Burbank (Proposed)	12.00%	1.75%	13.75%

Cities such as Burbank also commonly establish a Tourism Business Improvement District (TBID), which assesses overnight hotel room rentals to generate funding for tourism promotion and destination marketing efforts in addition to TOT. When comparing Burbank to other cities, both assessments must be evaluated as they add to the room rate totals.

As shown in Figure 1 above, when the TOT and TBID assessments are considered together, Burbank continues to remain highly competitive relative to neighboring jurisdictions. Even with a potential increase in the TOT rate, the City's combined hotel-related charges would continue to be competitive.

Budget Considerations

The City currently faces a projected budget deficit that can be offset by the increase in the TOT rate. Although the local economy entering FY 2026–27 is expected to remain stable, the City is faced with sluggish retail sales and ongoing volatility in the entertainment sector, Burbank's leading source of employment. The security of Burbank's federal funding sources and the performance of pension investment returns also remain a concern due to the impact of shifting federal policies on the stock market and the overall U.S. economy. While U.S. economists are not currently projecting a recession in 2026, the risk is now considered elevated due to rising inflation, weak job growth, and geopolitical conflicts. Consequently, as Burbank heads into a new fiscal year, the City is projecting slower revenue growth and heightened uncertainty compared to prior years.

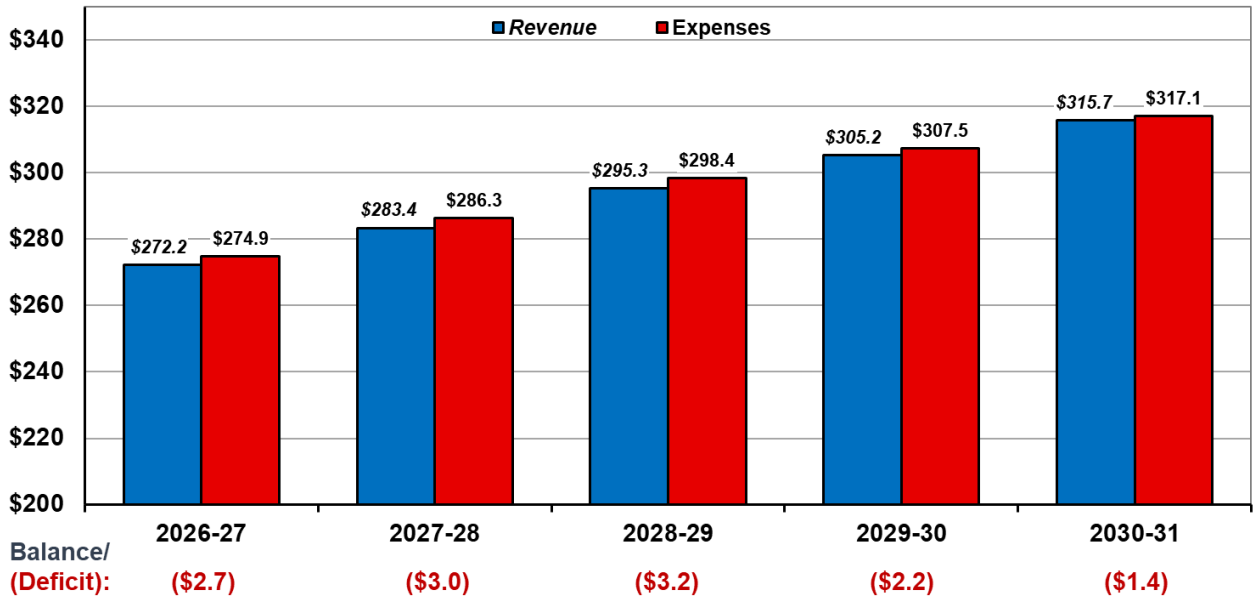
At the Mid-Year Financial Report on March 10, 2026, staff presented to the City Council a forecasted recurring General Fund deficit of $4.2 million heading into FY 2026-27. The City began the FY 2026-27 budget development process striving to reduce the deficit while avoiding any significant budget cuts that would negatively impact programs and services that benefit the Burbank community. This was accomplished through a combination of actions, including limiting new recurring budget requests to items critical to maintaining operations, working with labor to implement cost savings measures, and investing one-time funds in areas that can generate future recurring savings.

Despite the efforts outlined above, the General Fund financial forecast continues to reflect a recurring budget deficit for the next five fiscal years. The FY 2026-27 Budget was presented to the City Council on May 5, 2026. Staff utilized a conservative and responsible approach for both revenues and appropriations; however, increases in labor agreements, rising pension costs, and inflationary impacts on the prices of goods and services create upward pressure on expenditure growth. As such, the proposed budget included the use of approximately $2.7 million in one-time funds to balance the recurring budget, avoiding significant cuts to City programs and services. Staff continue to evaluate options for future efficiencies and explore new sources of revenue to preserve existing service levels for the community. The City Council adopted the FY 2026-27 Budget on June 2, 2026.

DISCUSSION

As shown in Figure 2 below, the General Fund's Five-Year Financial Forecast includes a recurring deficit of approximately $2.7 million for FY 2026-27, growing to $3.2 million by FY 2028-29. The City will continue to face fiscal challenges over the next several years, as expenditures are currently projected to outpace the growth of revenues, resulting in a projected deficit through FY 2030-31. It should be noted that these projections are subject to change as the conditions impacting Burbank’s economy continue to fluctuate.

Figure 2 -General Fund Financial Forecast FY 2026-27 through FY 2030-31
(in millions)



As Burbank works to mitigate this structural imbalance, enhancing local revenues is a necessary component to maintaining and providing services at the levels our community members expect and deserve. Given the projected budgetary deficit the City is projected to face in the upcoming years, the City implemented cost-cutting actions by prioritizing and reducing new funding requests within the FY 2026-27 budget, implementing a hiring "chill," and reducing outstanding workers compensation liability. Previously instituted cost reduction and revenue enhancement actions have included implementing a Pension Funding Policy, fully funding other post-employment benefits (OPEB), establishing a cost recovery policy, and implementing paid parking.

If enacted, the proposed measure would provide an estimated $3 million in additional local revenue annually to the City's General Fund, affording the City the opportunity to maintain and provide City services such as police, fire, parks, and general municipal services and address local needs. Additionally, the City will continue its high standards for fiscal accountability and transparency through annual audited financial reports to City Council that will include an accounting of TOT funds.

A TOT rate increase will benefit the City financially as 100% of these revenues are used directly to fund general City services. Furthermore, an increase in the TOT rate will align the City's TOT rate with rates of surrounding jurisdictions.

Election Measure

The proposed Resolution (Attachment 1) calls for a local general election and consolidation with the Statewide General Election, submits to the electors for approval a

ballot measure to increase TOT by two percent (2%,) amends Article 6 of Chapter 4 of Title 2 of the Burbank Municipal Code, establishes policies and procedures for the election, directs the City Attorney to prepare an impartial analysis, and authorizes the filing of rebuttal arguments. The Resolution must also contain the specific wording of the question to be submitted to the voters ("Ballot Measure Text").

Pursuant to Proposition 218 (California Constitution, Article XIIIC), all general taxes which are imposed, extended, or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election The general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government.

The City Council has the authority to place a measure on the ballot regarding the imposition, extension or rate increase to a TOT for consideration by the voters at a Municipal Election pursuant to Section 9222 of the California Elections Code and Section 7280 and 7281 of the California Revenue and Taxation Code. The City Council would achieve this action by approving both the Resolution and Ordinance (Attachment 1, Exhibit A) that would place the measure on the ballot for consideration by qualified Burbank voters.

Staff recommends placing the proposed ballot measure on the November 3, 2026, election ballot. For the measure to pass, it would require a 50% +1 approval vote. If approved, it would go into effect January 1, 2027.

If the ballot measure is rejected by the qualified voters, the TOT rate would remain at ten percent (10%) with no amendments to the Municipal Code.

Ballot Measure Question Language

The proposed ballot measure is limited to 75 words, including title and questions, and would read as follows:

CITY OF BURBANK CITY SERVICES MEASURE: "To maintain services including fire, paramedic, police, 911 response; prepare for/respond to wildfires/other disasters; prevent property crimes; keep public areas/neighborhoods clean/safe; address homelessness; support youth programs, senior services, other general city services; shall the measure increasing Burbank's transient occupancy tax, paid only by hotel/motel guests, from 10% to 12%, providing approximately $3,000,000 annually until ended by voters, requiring audits, spending disclosures, funds used locally, be adopted?"

Impartial Analysis
If the City Council elects to approve the proposed Resolution, the City Attorney will be directed and required to provide an Impartial Analysis for the measure pursuant to BMC Section 2-3-1104. The Impartial Analysis will be printed preceding the arguments for and/or against the measure, may not exceed 500 words in length, and is due on August 14, 2026.

Arguments For and/or Against Elections
California Elections Code Section 9282 states that the City Council or any member or members of the City Council authorized by the body, or an individual voter who is eligible to vote on the measure, or a bona fide association of citizens, or a combination of voters and associations, may file a written argument for or against the measure. The argument is not to exceed 300 words in length[2]. If the City Council desires, they can elect to create an ad-hoc subcommittee of two City Council members who could draft an argument in favor of the measure and approved by the City Council as a whole.

Additionally, California Elections Code Section 9287 and BMC 2-3-1205 authorizes the City Clerk to give preference and priority to the order in which the arguments will be placed into the sample ballot pamphlet. This includes the City Council or authorized members' argument, if arguments are received from multiple parties.

Through the resolution calling the election, the City Council is allowing for Rebuttal Arguments, (Elections Code §9285). Rebuttal arguments are limited to a maximum of 250 words. Rebuttal arguments shall be filed with the City Clerk no later than 10 days after the final filing date for Election primary arguments. The deadline for submission of Rebuttal Arguments is August 24, 2026.

COMMUNITY OUTREACH
If City Council elects to move forward with placing a TOT measure on the ballot, the City will conduct an education program that will consist of staff speaking at meetings with local civic organizations, posting information on social media, bulletins on the Burbank Channel, education material at public counters, utility bill insert(s), public announcements, digital advertising, direct mail, and posting materials on the City's website.

ENVIRONMENTAL REVIEW
The City Council exercises its independent judgment and finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15061(b)(3), because the ordinance is covered by

[2]Municipal Information Booklet, General Election November 3, 2026, page 35-39.

the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and 15378(b)(4), because governmental fiscal and administrative activities that are not committed to any project, are not considered projects under CEQA. Therefore, the adoption of this ordinance is exempt from CEQA, and no further environmental review is necessary.

FISCAL IMPACT

Los Angeles County estimates the cost of the consolidated November 3, 2026, election at $427,000, including a cost of approximately $43,520 for the TOT measure. This estimate does not include a potential recall measure, which would increase the election cost. The estimate is for the Los Angeles County election services only and does not include mandated legal notices, translation costs, and voter outreach.

If voters approve the proposed measure, the City is estimated to receive an additional $3 million in annual General Fund revenue, which would be allocated directly for general City services and would largely eliminate the City's General Fund deficit as projected in the Fiscal Year (FY) 2026-27 Proposed Budget. In the FY 2026-27 Proposed Budget, the City Clerk's Office also requested an appropriation of $179,368 for all City election costs and will request to carryover funds from the FY 2025-26 Budget of approximately $410,000. If additional election costs are incurred, the City agrees to reimburse Los Angeles County for any costs. If all City election costs exceed $589,368, the Clerk's Office will return to City Council seeking additional funding.

CONCLUSION

Increasing the TOT would provide the City with an additional source of General Fund revenue to help maintain essential municipal services and address projected long-term fiscal challenges. Because the tax is primarily paid by visitors staying in local hotel accommodations, the proposed measure would minimize direct financial impacts on Burbank residents while allowing the City to remain competitive within the regional hospitality market. Staff recommends that the City Council adopt the proposed Resolution to call the general election, consolidate the election, and place the proposed TOT rate increase on the election ballot for consideration by qualified Burbank voters at the November 3, 2026, Municipal Election.

ATTACHMENT

Attachment 1 – Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING THE CITY'S TRANSIENT OCCUPANCY TAX ("TOT") BY INCREASING THE MAXIMUM RATE FROM TEN PERCENT (10%) TO TWELVE PERCENT (12%) EFFECTIVE JANUARY 1, 2027; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS; AND DIRECTING THE CITY CLERK TO SET RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE MEASURE

THE COUNCIL OF THE CITY OF BURBANK FINDS:

WHEREAS, the City of Burbank is a full-service city, equipped with its own City-run police, fire, public works, and water and power utility services and desires to continue to provide excellent local services, maintain a record of strong fiscal accountability, and maintain core services that protect the high-quality of life for its residents;

WHEREAS, the City's General Fund forecast continues to face challenges over the next several fiscal years due to escalating costs, unfunded mandates, and reductions in state and federal resources, resulting in a projected recurring budget deficit through at least 2031;

WHEREAS, pursuant to Title 2, Chapter 4, Article 6, of the Burbank Municipal Code (B.M.C. §2-4-601 et. al.) the City currently imposes a Transient Occupancy Tax ("TOT") of up to ten percent (10%) upon any guest of hotel accommodations, as defined, within the City;

WHEREAS, the City's current TOT rate of ten percent (10%) is less than other nearby cities such as Pasadena (12.11%), Glendale (12%), Los Angeles (14%), West Hollywood (12.25%), and Santa Monica (15%);

WHEREAS, the City Council desires to amend the Burbank Municipal Code to increase the maximum rate of the TOT from ten percent (10%) to twelve percent (12%) effective January 1, 2027;

WHEREAS, pursuant to Section 9222 of the California Elections Code and Section 7280 and 7281 of the California Revenue and Taxation Code, the City Council has the authority to place a measure on the ballot regarding the imposition, extension or increase in a local transient occupancy tax to be considered by the voters at a Municipal Election;

WHEREAS, the TOT is a general tax, the proceeds of which are deposited into the City's General Fund and pay for essential City services such as police, fire, parks, and other general municipal services to the public;

WHEREAS, it has been more than forty (40) years since the City last adjusted its TOT rate, during which time the cost of providing municipal services, including public safety, staffing, equipment, and infrastructure, has increased significantly;

WHEREAS, a TOT provides a means for visitors to contribute toward the cost of municipal services and infrastructure they utilize during their stay in the City;

WHEREAS, revenue generated by the City's TOT remains under local control and may only be used to support municipal services and programs that benefit the Burbank community;

WHEREAS, the City Council is committed to transparency, accountability, and public disclosure regarding the receipt and expenditure of public funds, including the conduct of regular financial audits and public reporting;

WHEREAS, pursuant to Proposition 218 (California Constitution, Article XIIIC), all general taxes which are imposed, extended, or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election The general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government;

WHEREAS, pursuant to the Burbank City Charter §800, the City's regular municipal elections for officers are held biennially on the first Tuesday after the first Monday in November in each even-numbered year, or to coincide with any general state-wide election held in November of each even-numbered year; therefore, the next regularly scheduled General Municipal Election will be held on Tuesday November 3, 2026;

WHEREAS, the City Council believes that it is in the best interest of the City to submit the proposed two percent (2%) upward adjustment to the TOT to the qualified voters of the City; and

WHEREAS, the proposed Measure is not a project under the California Environmental Quality Act (CEQA) pursuant to 14 CCR Section 15378 (b) (4) and (5). The proposed Measure does not create government funding mechanisms or other government fiscal activities, which involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

THE COUNCIL OF THE CITY OF BURBANK DOES RESOLVE AS FOLLOWS:

1. **Recitals**. The City Council hereby finds and determines that the forgoing recitals are true and correct and are incorporated herein by this reference and are made

an operative part hereof.

2. Call for Placement of Measure on the November 3, 2026 Election Ballot. Pursuant to Elections Code Section 9222 and Government Code Section 53724, the City Council approves the submittal to the qualified voters of the City of Burbank at the General Municipal Election to be held in the City of Burbank, California on Tuesday, the 3rd day of November, 2026, in consolidation with the Statewide General Election, Measure _____ that, if approved, would increase the Transient Occupancy Tax from ten percent (10%) to twelve percent (12%) to fund general services in the City (proposed Measure). This proposed Measure shall be designated by letter by the Los Angeles County Registrar of Voters.

3. Ballot Language. The ballot language for the proposed Measure shall be as follows:

CITY OF BURBANK CITY SERVICES MEASURE: **MEASURE ___:** To maintain services including fire, paramedic, police, 911 response; prepare for/respond to wildfires/other disasters; prevent property crimes; keep public areas/neighborhoods clean/safe; address homelessness; support youth programs, senior services, other general city services; shall the measure increasing Burbank's transient occupancy tax, paid only by hotel/motel guests, from 10% to 12%, providing approximately $3,000,000 annually until ended by voters, requiring audits, spending disclosures, funds used locally, be adopted?	Yes _____	No _____

4. Text of Measure. The proposed Measure submitted to the voters is attached in Exhibit A to this Resolution, which is incorporated herein by reference. The City Council hereby approves the proposed ordinance, in the form thereof, and its submission to the voters of the City at the November 3, 2026 election. The full text of the proposed Measure shall be printed in the ballot materials and be available for public inspection in the City Clerk's office and on the City's website burbankca.gov.

5. Majority Vote Required to Pass. The vote requirement for the TOT measure to pass is a majority (50% +1) of the votes cast.

6. Publication of Measure. The City Clerk is hereby directed to cause notice of the proposed Measure to be published once in a daily newspaper of general circulation in the City of Burbank, in accordance with Section 12111 of the California Elections Code and Burbank Municipal Code Section 2-3-119.

7. Election and Canvass Returns. The returns of said election shall be canvassed and declared as provided by law, and if a majority of the votes cast at such election are in favor of such Measure, the Measure shall be approved. The City Council

of the City of Burbank recognizes that additional costs will be incurred by the County of Los Angeles by reason of the consolidation of the election with the Statewide election and agrees to reimburse the County of Los Angeles for any costs that are not reimbursed by the State, and the City Council hereby authorizes the City Manager, or designee, to pay the County of Los Angeles for said services.

8. Submission of Ballot Arguments.

a) Arguments in favor and against the measure shall be filed with the City Clerk no later than 5:00 p.m. on August 14, 2026, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

(b) Direct arguments shall not exceed three hundred (300) words and shall be signed by not more than five (5) persons.

(c) Pursuant to California Elections Code Section 9285(b), the City Council is hereby adopting provisions for the filing of rebuttal arguments for this measure. Accordingly, when the City Clerk has selected the arguments for and against the measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against it, and copies of the argument against it to the authors of the argument in favor. Rebuttal arguments shall not exceed 250 words and shall be filed no later than 5:00 p.m. on August 24, 2026, accompanied by the printed names and signatures of the persons submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument that it seeks to rebut.

9. City Attorney's Impartial Analysis. Pursuant to Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the proposed Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the proposed Measure in accordance with the California Elections Code.

10. Certification and Transmittal to the County. The City Clerk shall certify to the passage of this resolution and shall file a certified copy of this resolution with the Board of Supervisors and the Los Angeles County Registrar of Voters.

11. Implementation. The City Clerk and City Manager are authorized to take all actions necessary to effectuate the purposes of this Resolution and election. The City Clerk and City Attorney are authorized to make any typographical, clerical, and non-substantive corrections to this Resolution as may be deemed necessary by the Los Angeles County Registrar of Voters.

12. General Application of Election Law. In all particulars not recited in this Resolution, the election hereby called shall be as provided by state and local law for holding municipal elections in the City.

13. **California Environmental Quality Act**. The City Council hereby finds and determines that the proposed Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, Section 15378(b)(5).

14. **Effective Date**. The Resolution shall become effective upon its adoption.

PASSED and ADOPTED this ___ day of June, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Ray Johal
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 a vote of the Council of the City of Burbank at its regular meeting held on the ___ day of June, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

EXHIBIT A

ORDINANCE NO._____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING SECTIONS 601 (TITLE AND PURPOSE) AND 603 (TAX IMPOSED) OF ARTICLE 6 (TRANSIENT OCCUPANCY TAX) OF CHAPTER 4, TITLE 2 OF THE BURBANK MUNICIPAL CODE TO INCREASE THE CITY'S TRANSIENT OCCUPANCY TAX RATE FROM TEN PERCENT (10%) TO TWELVE PERCENT (12%).

City Attorney's Synopsis

This ordinance, if approved by a majority of voters at the November 3, 2026 General Municipal Election, would amend Article 6 Transient Occupancy Tax to provide that the rate of the Transient Occupancy Tax ("TOT") shall be a maximum of twelve percent (12%), and would allow the City Council, by resolution adopted after a public hearing, to establish or modify the rate to be charged provided that the rate as so established or modified does not exceed twelve percent (12%).

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. The City adopted its Transient Occupancy Tax ("TOT") in 1964 with no increase in the tax rate since 1983. The current tax rate is ten percent (10%) of the rent paid by any guest of hotel accommodations as defined in the Burbank Municipal Code, who occupies the accommodation for less than thirty (30) calendar days.

B. Provisions related to the TOT are codified in Title 2, Chapter 4, Article 6 of the Burbank Municipal Code. Sections 601 and 603 provide the current tax rate of up to ten percent (10%) which shall also be designated in the Burbank Fee Resolution.

C. The City's General Fund forecast continues to face challenges over the next several fiscal years due to escalating costs, unfunded mandates, and reductions in state and federal resources, resulting in a projected recurring budget deficit through at least 2031. The City's general fund expenditures are projected to increase due to inflationary costs and unfunded mandates from the state. This may cause the City to have challenges maintaining programs and levels of City services that the community expects.

D. An increase in TOT revenues would provide the City additional local revenue sources to help maintain and limit or prevent future cuts to essential, necessary, and appropriate general City services.

E. The City's current TOT rate is less than several comparable and neighboring jurisdictions. As of 2026, the City's TOT rate is less than each of the

following jurisdictions: Pasadena (12.11%), Glendale (12%), Los Angeles (14%), West Hollywood (12.50%), and Santa Monica (15%).

F. The City Council desires to increase its TOT from the existing ten percent (10%) to twelve percent (12%) effective January 1, 2027 as the additional revenues generated from a TOT rate increase would provide much needed financial resources for the City.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

Section 1. Environmental Review. The City Council exercises its independent judgment and finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15061(b)(3), because the ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and 15378(b)(4), because governmental fiscal and administrative activities that is not committed to any project, are not considered projects under CEQA. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

Section 2. Amendment to Section 2-4-601. BMC Section 2-4-601 is amended to replace “10” with “12”.

Section 3. Amendment to Section 2-4-603.B. BMC Section 2-4-603.B is amended to replace “10” with “12”.

Section 4. Codification. The City Manager or their designee is authorized to execute any action necessary to codify these amendments into the BMC.

Section 5. Severability. If any provision of this ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity will not affect other provisions, sections, or applications of the ordinance which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

Section 6. Effective Date. Pursuant to California Article XIIIC Section (2)(b) and California Elections Code Section 9217, this ordinance shall take effect only if approved by a majority of the eligible voters of the City of Burbank voting at the General Municipal Election to be held on November 3, 2026, and pursuant to Elections Code Section 9217, the ordinance is effective ten (10) days after the City Council accepts the certified results of the election by resolution.

Section 7. Attestation. The Mayor of the City of Burbank is hereby authorized to attest to the adoption of this ordinance by the eligible voters voting thereon on November 3, 2026.

Section 8. **Publication**. The City Clerk will certify the passage of this ordinance and cause the City Attorney Synopsis of this ordinance to be published once in a newspaper of general circulation within 14 days of adoption, that is published and circulated in the City of Burbank, California.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form:
Office of the City Attorney

By: _____
Ray Johal
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 Ordinance No. _____ 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:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following its adoption on ____ day of _____, 2026.

_____
Kimberley Clark, City Clerk

Adoption of a Resolution Calling for the Placement of a General Tax Measure on the November 3, 2026 General Municipal Election Ballot for the Submission to Qualified Voters of a Proposed Ordinance Amending the City's Transient Occupancy Tax ("Tot") by Increasing the Maximum Rate from Ten Percent (10%) to Twelve Percent (12%) Effective January 1, 2027; Directing the City Attorney to Prepare an Impartial Analysis; and Setting Rules and Deadlines for Arguments and Rebuttals for and Against the Measure

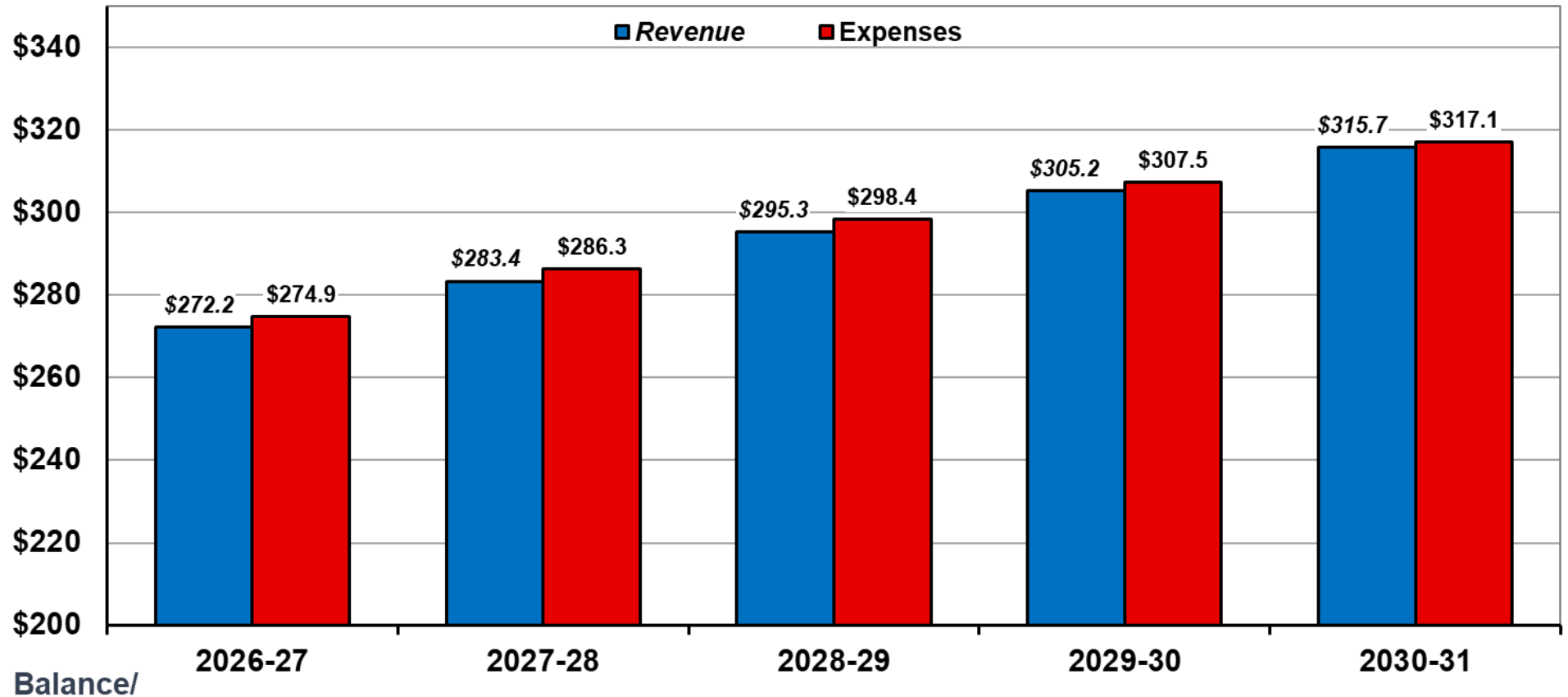
City Council Meeting
June 16, 2026

CITY OF BURBANK
COMMUNITY DEVELOPMENT

Five Year Budget Forecast

General Fund Financial Forecast FY 2026-27 through FY 2030-31

(in millions)



Balance/ (Deficit):	($2.7)	($3.0)	($3.2)	($2.2)	($1.4)

Transient Occupancy Tax (TOT) Definition

Consists of

- Hotel or lodging tax paid by visitors staying overnight
- Charged for short-term stays (less than 30 days)
- TOT is added to the visitor's bill
- 100 % of revenues go directly into the City's General Fund and are applied locally

Transient Occupancy Tax (TOT) Supports

- Fire protection, paramedic services, and 911 emergency response
- Clean and safe public areas and neighborhoods
- Parks and recreation programs
- Youth programs and activities
- Services that support seniors and vulnerable residents

Proposed Transient Occupancy Tax (TOT) Measure

- Would increase TOT from 10% to 12%
- Would generate approximately $3 million
- Would align Burbank's rate with neighboring cities
- Originally adopted in 1964
- Has not increased since 1983

Transient Occupancy Tax (TOT) Comparison

Destination	TOT	TBID Assessment	Total Charge*
Santa Monica	15.00%	$2.20 / $6.00 / $7.00 per room night [1]	19.36%
Pasadena	12.11%	4.89%	17.00%
West Hollywood	12.50%	4.00%	16.50%
Los Angeles	14.00%	2.00%	16.00%
Oxnard	10.00%	4.00% [2]	14.00%
Ventura	10.00%	4.00% [2]	14.00%
Beverly Hills	14.00% [3]	N/A	14.00%
Conejo Valley	10.00% - 12.00% [4]	2.00%	12.00 - 14.00%
Camarillo	9.00%	4.00% [2]	13.00%
Santa Clarita	10.00%	2.00%	12.00%
Simi Valley	10.00%	2.00%	12.00%
Glendale	12.00%	N/A	12.00%
Burbank (Existing)	10.00%	1.75%	11.75%
Burbank (Proposed)	12.00%	1.75%	13.75%

Transient Occupancy Tax (TOT) Ballot Measure

Ballot Process Requirements

- Local General Election consolidated with the Statewide General Election
- City Council has the authority to place the measure on the ballot for the November 3, 2026 election
- Approval requires 50% +1 to pass
- If approved, it would go into effect January 1, 2027

Ballot Measure Question

CITY OF BURBANK CITY SERVICES MEASURE: “To maintain services including fire, paramedic, police, 911 response; prepare for/respond to wildfires/other disasters; prevent property crimes; keep public areas/neighborhoods clean/safe; address homelessness; support youth programs, senior services, other general city services; shall the measure increasing Burbank’s transient occupancy tax, paid only by hotel/motel guests, from 10% to 12%, providing approximately $3,000,000 annually until ended by voters, requiring audits, spending disclosures, funds used locally, be adopted?”

Additional Ballot Processes

Impartial Analysis

- City Attorney (500 words)

Arguments For and/or Against Elections (300 words)

- City Council or Ad-Hoc Subcommittee;
- Individual voter;
- Bona fide association of citizens; Or
- Combination of voters and associations

Rebuttal Arguments (250 words)

- Submitted by anyone that has previously submitted an argument for or against

Community Outreach

Educational Campaign

- Staff speaking at meetings with local civic organizations
- Posting information on social media, bulletins on the Burbank Channel
- Education material at public counters
- Utility bill insert(s)
- Public announcements
- Digital advertising for education
- Direct mail
- Posting materials on the City's website

Fiscal Impact

Cost for the Ballot Measure

- $43,520 one-time cost

Estimated Revenue Generation

- $3 million reoccurring annual revenue directly to General Fund (100% of funding stays in Burbank)

City Council Recommendations

- Adopt a resolution of the Council of the City of Burbank calling for the placement of a general tax measure on the November 3, 2026, general municipal election ballot for the submission to qualified voters of a proposed ordinance amending the City's Transient Occupancy Tax ("TOT") by increasing the maximum rate from ten percent (10%) to twelve percent (12%) effective January 1, 2027.
- Direct the City Attorney to prepare an impartial analysis.
- Direct the City Clerk to set rules and deadlines for arguments and rebuttals for and against the measure.
- Authorize the City Council to create an Ad-Hoc Subcommittee consisting of the Mayor and Vice-Mayor, to prepare an argument in favor of the measure, and if necessary, submit a rebuttal argument.

THANK YOU!

Mary Hamzoian
Mhamzoian@BurbankCA.gov
Simone McFarland
SMcFarland@BurbankCA.gov

RESOLUTION NO. 26-29,718

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING THE CITY'S TRANSIENT OCCUPANCY TAX ("TOT") BY INCREASING THE MAXIMUM RATE FROM TEN PERCENT (10%) TO TWELVE PERCENT (12%) EFFECTIVE JANUARY 1, 2027; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS; AND DIRECTING THE CITY CLERK TO SET RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE MEASURE

THE COUNCIL OF THE CITY OF BURBANK FINDS:

WHEREAS, the City of Burbank is a full-service city, equipped with its own City-run police, fire, public works, and water and power utility services and desires to continue to provide excellent local services, maintain a record of strong fiscal accountability, and maintain core services that protect the high-quality of life for its residents;

WHEREAS, the City's General Fund forecast continues to face challenges over the next several fiscal years due to escalating costs, unfunded mandates, and reductions in state and federal resources, resulting in a projected recurring budget deficit through at least 2031;

WHEREAS, pursuant to Title 2, Chapter 4, Article 6, of the Burbank Municipal Code (B.M.C. §2-4-601 et. al.) the City currently imposes a Transient Occupancy Tax ("TOT") of up to ten percent (10%) upon any guest of hotel accommodations, as defined, within the City;

WHEREAS, the City's current TOT rate of ten percent (10%) is less than other nearby cities such as Pasadena (12.11%), Glendale (12%), Los Angeles (14%), West Hollywood (12.25%), and Santa Monica (15%);

WHEREAS, the City Council desires to amend the Burbank Municipal Code to increase the maximum rate of the TOT from ten percent (10%) to twelve percent (12%) effective January 1, 2027;

WHEREAS, pursuant to Section 9222 of the California Elections Code and Section 7280 and 7281 of the California Revenue and Taxation Code, the City Council has the authority to place a measure on the ballot regarding the imposition, extension or increase in a local transient occupancy tax to be considered by the voters at a Municipal Election;

WHEREAS, the TOT is a general tax, the proceeds of which are deposited into the City's General Fund and pay for essential City services such as police, fire, parks, and other general municipal services to the public;

WHEREAS, it has been more than forty (40) years since the City last adjusted its TOT rate, during which time the cost of providing municipal services, including public safety, staffing, equipment, and infrastructure, has increased significantly;

WHEREAS, a TOT provides a means for visitors to contribute toward the cost of municipal services and infrastructure they utilize during their stay in the City;

WHEREAS, revenue generated by the City's TOT remains under local control and may only be used to support municipal services and programs that benefit the Burbank community;

WHEREAS, the City Council is committed to transparency, accountability, and public disclosure regarding the receipt and expenditure of public funds, including the conduct of regular financial audits and public reporting;

WHEREAS, pursuant to Proposition 218 (California Constitution, Article XIIIC), all general taxes which are imposed, extended, or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election The general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government;

WHEREAS, pursuant to the Burbank City Charter §800, the City's regular municipal elections for officers are held biennially on the first Tuesday after the first Monday in November in each even-numbered year, or to coincide with any general state-wide election held in November of each even-numbered year; therefore, the next regularly scheduled General Municipal Election will be held on Tuesday November 3, 2026;

WHEREAS, the City Council believes that it is in the best interest of the City to submit the proposed two percent (2%) upward adjustment to the TOT to the qualified voters of the City; and

WHEREAS, the proposed Measure is not a project under the California Environmental Quality Act (CEQA) pursuant to 14 CCR Section 15378 (b) (4) and (5). The proposed Measure does not create government funding mechanisms or other government fiscal activities, which involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

THE COUNCIL OF THE CITY OF BURBANK DOES RESOLVE AS FOLLOWS:

1. **Recitals**. The City Council hereby finds and determines that the forgoing recitals are true and correct and are incorporated herein by this reference and are made

an operative part hereof.

2. Call for Placement of Measure on the November 3, 2026 Election Ballot. Pursuant to Elections Code Section 9222 and Government Code Section 53724, the City Council approves the submittal to the qualified voters of the City of Burbank at the General Municipal Election to be held in the City of Burbank, California on Tuesday, the 3rd day of November, 2026, in consolidation with the Statewide General Election, Measure _____ that, if approved, would increase the Transient Occupancy Tax from ten percent (10%) to twelve percent (12%) to fund general services in the City (proposed Measure). This proposed Measure shall be designated by letter by the Los Angeles County Registrar of Voters.

3. Ballot Language. The ballot language for the proposed Measure shall be as follows:

CITY OF BURBANK CITY SERVICES MEASURE: **MEASURE ___:** To maintain services including fire, paramedic, police, 911 response; prepare for/respond to wildfires/other disasters; prevent property crimes; keep public areas/neighborhoods clean/safe; address homelessness; support youth programs, senior services, other general city services; shall the measure increasing Burbank's transient occupancy tax, paid only by hotel/motel guests, from 10% to 12%, providing approximately $3,000,000 annually until ended by voters, requiring audits, spending disclosures, funds used locally, be adopted?	Yes _____	No _____

4. Text of Measure. The proposed Measure submitted to the voters is attached in Exhibit A to this Resolution, which is incorporated herein by reference. The City Council hereby approves the proposed ordinance, in the form thereof, and its submission to the voters of the City at the November 3, 2026 election. The full text of the proposed Measure shall be printed in the ballot materials and be available for public inspection in the City Clerk's office and on the City's website burbankca.gov.

5. Majority Vote Required to Pass. The vote requirement for the TOT measure to pass is a majority (50% +1) of the votes cast.

6. Publication of Measure. The City Clerk is hereby directed to cause notice of the proposed Measure to be published once in a daily newspaper of general circulation in the City of Burbank, in accordance with Section 12111 of the California Elections Code and Burbank Municipal Code Section 2-3-119.

7. Election and Canvass Returns. The returns of said election shall be canvassed and declared as provided by law, and if a majority of the votes cast at such election are in favor of such Measure, the Measure shall be approved. The City Council

of the City of Burbank recognizes that additional costs will be incurred by the County of Los Angeles by reason of the consolidation of the election with the Statewide election and agrees to reimburse the County of Los Angeles for any costs that are not reimbursed by the State, and the City Council hereby authorizes the City Manager, or designee, to pay the County of Los Angeles for said services.

8. Submission of Ballot Arguments.

a) Arguments in favor and against the measure shall be filed with the City Clerk no later than 5:00 p.m. on August 14, 2026, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

(b) Direct arguments shall not exceed three hundred (300) words and shall be signed by not more than five (5) persons.

(c) Pursuant to California Elections Code Section 9285(b), the City Council is hereby adopting provisions for the filing of rebuttal arguments for this measure. Accordingly, when the City Clerk has selected the arguments for and against the measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against it, and copies of the argument against it to the authors of the argument in favor. Rebuttal arguments shall not exceed 250 words and shall be filed no later than 5:00 p.m. on August 24, 2026, accompanied by the printed names and signatures of the persons submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument that it seeks to rebut.

9. City Attorney's Impartial Analysis. Pursuant to Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the proposed Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the proposed Measure in accordance with the California Elections Code.

10. Certification and Transmittal to the County. The City Clerk shall certify to the passage of this resolution and shall file a certified copy of this resolution with the Board of Supervisors and the Los Angeles County Registrar of Voters.

11. Implementation. The City Clerk and City Manager are authorized to take all actions necessary to effectuate the purposes of this Resolution and election. The City Clerk and City Attorney are authorized to make any typographical, clerical, and non-substantive corrections to this Resolution as may be deemed necessary by the Los Angeles County Registrar of Voters.

12. General Application of Election Law. In all particulars not recited in this Resolution, the election hereby called shall be as provided by state and local law for holding municipal elections in the City.

13. **California Environmental Quality Act**. The City Council hereby finds and determines that the proposed Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, Section 15378(b)(5).

14. **Effective Date**. The Resolution shall become effective upon its adoption.

PASSED and ADOPTED this 16th day of June, 2026.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

By: s/Ray Johal
Ray Johal
Senior Assistant City Attorney

Attest:

s/Linda Thai
Linda Thai, Assistant City Clerk

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

I, Linda Thai, Assistant 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 16th day of June 2026, by the following vote:

AYES: Anthony, Rizzotti, and Takahashi.

NOES: None.

ABSENT: Perez and Mullins.

s/Linda Thai
Linda Thai, Assistant City Clerk

EXHIBIT A

ORDINANCE NO._____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING SECTIONS 601 (TITLE AND PURPOSE) AND 603 (TAX IMPOSED) OF ARTICLE 6 (TRANSIENT OCCUPANCY TAX) OF CHAPTER 4, TITLE 2 OF THE BURBANK MUNICIPAL CODE TO INCREASE THE CITY'S TRANSIENT OCCUPANCY TAX RATE FROM TEN PERCENT (10%) TO TWELVE PERCENT (12%)

A. The City adopted its Transient Occupancy Tax ("TOT") in 1964 with no increase in the tax rate since 1983. The current tax rate is ten percent (10%) of the rent paid by any guest of hotel accommodations as defined in the Burbank Municipal Code, who occupies the accommodation for less than thirty (30) calendar days.

B. Provisions related to the TOT are codified in Title 2, Chapter 4, Article 6 of the Burbank Municipal Code. Sections 601 and 603 provide the current tax rate of up to ten percent (10%) which shall also be designated in the Burbank Fee Resolution.

C. The City's General Fund forecast continues to face challenges over the next several fiscal years due to escalating costs, unfunded mandates, and reductions in state and federal resources, resulting in a projected recurring budget deficit through at least 2031. The City's general fund expenditures are projected to increase due to inflationary costs and unfunded mandates from the state. This may cause the City to have challenges maintaining programs and levels of City services that the community expects.

D. An increase in TOT revenues would provide the City additional local revenue sources to help maintain and limit or prevent future cuts to essential, necessary, and appropriate general City services.

E. The City's current TOT rate is less than several comparable and neighboring jurisdictions. As of 2026, the City's TOT rate is less than each of the following jurisdictions: Pasadena (12.11%), Glendale (12%), Los Angeles (14%), West Hollywood (12.50%), and Santa Monica (15%).

F. The City Council desires to increase its TOT from the existing ten percent (10%) to twelve percent (12%) effective January 1, 2027 as the additional revenues generated from a TOT rate increase would provide much needed financial resources for the City.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF BURBANK:

Section 1. Environmental Review. The City Council exercises its independent judgment and finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15061(b)(3), because the ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and 15378(b)(4), because governmental fiscal and administrative activities that is not committed to any project, are not considered projects under CEQA. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

Section 2. Amendment to Section 2-4-601. BMC Section 2-4-601 is amended to replace “10” with “12”.

Section 3. Amendment to Section 2-4-603.B. BMC Section 2-4-603.B is amended to replace “10” with “12”.

Section 4. Codification. The City Manager or their designee is authorized to execute any action necessary to codify these amendments into the BMC.

Section 5. Severability. If any provision of this ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity will not affect other provisions, sections, or applications of the ordinance which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

Section 6. Effective Date. Pursuant to California Article XIIIC Section (2)(b) and California Elections Code Section 9217, this ordinance shall take effect only if approved by a majority of the eligible voters of the City of Burbank voting at the General Municipal Election to be held on November 3, 2026, and pursuant to Elections Code Section 9217, the ordinance is effective ten (10) days after the City Council accepts the certified results of the election by resolution.

Section 7. Attestation. The Mayor shall sign and approve this ordinance and the City Clerk is hereby authorized to attest to the adoption of this ordinance by the eligible voters voting thereon on November 3, 2026.

Section 8. Publication. The City Clerk will certify the passage of this ordinance and cause this ordinance to be published once within 15 days after the election results are certified in a newspaper of general circulation that is published and circulated in the City of Burbank, California.

PASSED, APPROVED AND ADOPTED by the voters of the City of Burbank this 3rd day of November, 2026. It is hereby certified that this Ordinance was duly adopted by the voters at the November 3, 2026 election, and that the City Council declared the results of such election, in the manner required by law, at a meeting of the City Council held on December __, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tamala Takahashi
Mayor

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form:
Office of the City Attorney

By: _____
Ray Johal
Senior Assistant City Attorney

STAFF REPORT

CITY CLERK'S OFFICE

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Kimberley Clark, City Clerk
BY: Maria Sanchez, Administrative Analyst I

SUBJECT: Consideration of the Art in Public Places Committee Recommendation to Not Excuse the Absences of Committee Member

RECOMMENDATION

Approve the recommendation of the Art in Public Places Committee (Committee) to not excuse the absences of Committee Member Monica Caram.

BACKGROUND

Burbank Municipal Code (BMC) § 2-1-403 requires review of the attendance record of a member who is absent for three meetings during a 12-month period. The Board, Commission, or Committee (BCC) on which they serve shall consider the reasons for the absences, review them with the member, and make a recommendation whether the absences should be excused or unexcused by the City Council. Council shall take appropriate action including, but not limited to, excusing the absences, removing the member, or other such action as Council deems appropriate. Should the Council excuse the member's accrued absences, and the member misses an additional meeting within the following 12-month absence reporting period, the City Clerk may proceed with the member's automatic removal by City staff.

DISCUSSION

Committee Member Monica Caram was originally appointed to the Committee by Council on October 15, 2024, to serve a term ending on July 31, 2026. The Committee holds meetings as needed. Committee Member Monica Caram missed the following three regularly scheduled meetings:

- September 8, 2025
- January 5, 2026
- March 2, 2026

The table below details Committee Member Monica Caram's attendance from August 1, 2025 to present.

MEETING DATE	ATTENDANCE
1. August 4, 2025 (Dark)	N/A
2. September 8, 2025	Absent
3. October 6, 2025	Present
4. November 3, 2025 (Dark)	N/A
5. December 1, 2025 (Dark)	N/A
6. January 5, 2026	Absent
7. February 2, 2026 (Dark)	N/A
8. March 2, 2026	Absent
9. April 6, 2026 (Dark)	N/A
10. May 4, 2026 (Dark)	N/A
11. June 1, 2026	Present

On June 1, 2026, the Committee reviewed the absences of Committee Member Caram and voted to recommend that Council not excuse them. The reasons for Member Caram's absences and rationale for the Committee's decision are outlined in the recommendation letter from Chair Kat Olson (Attachment 1).

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 for this item.

CONCLUSION

The Art in Public Places Committee recommends that Council not excuse Committee Member Monica Caram's absences.

ATTACHMENT

Attachment 1 – Recommendation Letter from Chair Kat Olson

June 4, 2026

RE: Art in Public Places Committee Member Caram Attendance

Dear Honorable Mayor Takahashi, Vice Mayor Mullins, and City Council Members:

Between August 2025 and July 2026, Art in Public Places (APP) Committee Member Monica Caram was absent from three regularly scheduled meetings: September 2025, January 2026, and March 2026. Pursuant to Burbank Municipal Code Section 2-1-403, when a member is absent from three regularly scheduled meetings, the member's attendance record must be reviewed by the Board, Commission, or Committee.

At the June 1, 2026 APP meeting, the Committee reviewed Ms. Caram's attendance record. Ms. Caram addressed the Committee regarding the unavoidable circumstances surrounding her absences. Following her remarks and recusal from the discussion, the remaining Committee members considered the attendance requirements established by the Municipal Code and discussed whether the absences should be excused or unexcused.

During the discussion, Committee members expressed understanding regarding the unavoidable circumstances surrounding Ms. Caram's absences. However, Committee members also noted that Ms. Caram did not notify staff in advance that she would be unable to attend any of the three meetings, nor was staff contacted on her behalf prior to the absences. Committee members emphasized that staff provides advance notice of upcoming meetings and that timely communication regarding anticipated absences is an important responsibility of Committee members. The lack of advance notification was a significant factor in the Committee's recommendation.

Upon conclusion of the discussion, Member Brody moved, and Member Marinelli seconded, a recommendation that the City Council not excuse Ms. Caram's absences. The motion passed by a vote of 6-0, with Ms. Caram abstaining.

Respectfully,

[redacted]

Kat Olson
Chair, Art in Public Places Committee