BURBANK CITY COUNCIL
JOINT MEETING WITH THE HOUSING AUTHORITY
TUESDAY, OCTOBER 13, 2026
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, October 13, 2026, at 6:00 p.m., to discuss matters on the attached agenda.

Members of the public have the option to participate in the meeting in-person or remotely. 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. **Written comments:** Submit comments through eComment on the City website (https://www.burbankca.gov/web/city-clerks-office/ecomment) from the time the agenda is posted until 5:00 p.m. the day of the meeting. eComments will be distributed to the City Council in advance of the meeting.
2. **In-person**: Attend and provide comments in the Council Chamber.
3. **Remote participation via Zoom (Audio Only, No Video):**
   Option A – Telephone
   Call (818) 238-3335
   - Press *9 to raise or lower your hand
   - The City Clerk will identify callers by the last four digits of their phone number
   - When allowed to speak, you may be prompted to unmute by pressing *6

   Option B – Web Browser or Mobile Device
   - Click HERE to join via Zoom.com
   - Enter Meeting ID: 824 4125 6228
   - To request to speak during public comment, use the Raise Hand feature in Zoom.
   - For instructions on how to raise your hand during the meeting, please click HERE.

Speaker time limits will be determined by the Presiding Officer, depending on how many public comment cards are received and how many remote participants are in the queue at the commencement of each public comment period (as shown below). Additional public comment cards and remote comments 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

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

B. **Moment of Reflection**:

C. **Flag Salute**:

D. **Roll Call**:

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

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

1. Presentation of a Proclamation Declaring October 18–24, 2026, as "National Veterinary Technician Appreciation Week" in the City of Burbank – City Council

2. Presentation of a Proclamation Declaring October 18–24, 2026, as “United Against Hate Week” in the City of Burbank – City Council

3. Presentation of a Proclamation Declaring October 1–31, 2026, as “Domestic Violence Awareness Month” in the City of Burbank – City Council

4. Presentation of Certificates of Recognition to the Participating High Schools of the City of Burbank's 2026 Clerks' Cup – City Council

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

H. **Presentations**:

1. Presentation of a State Legislative Update by California Public Policy Group – City Manager's Office

I. **Joint General Public Comment**: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the "raise hand" feature in Zoom prior to the comment period.

J. **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)

K. **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 Regular Meeting of September 29, 2026, and the Dark Meeting of October 6, 2026.

   Attachments:
   Council Minutes
   Dark Meeting Minutes

2. Housing Authority Minutes – City Clerk's Office

   Recommendation:
   Approve the Housing Authority Minutes of the Joint Meeting of August 25, 2026.

   Attachments:
   Housing Authority Minutes

3. Adoption of a Resolution Recognizing and Reaffirming the Sister City Relationship with Ota City, Japan, Initially Established in 1983 – Library Services Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK RECOGNIZING AND REAFFIRMING THE SISTER CITY RELATIONSHIP WITH OTA CITY, JAPAN, INITIALLY ESTABLISHED IN 1983.

   Attachments:
   SR - Sister City Relationship
   Att1 - Proposed Resolution
   Att2 - Visioning Report and Strategic Plan
   Att3 - Resolution No. 20,777

4. Adoption of a Resolution Authorizing the Execution of a Grant Agreement with the U.S. Department of Homeland Security for Fiscal Year 2025 Assistance to Firefighters Grant Program Funds, Acceptance of a Grant Award of $468,181.81, and Amending the Fiscal Year 2026-27 Budget by Appropriating Funds – Fire Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR FISCAL YEAR 2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FUNDS, ACCEPT A GRANT AWARD IN THE AMOUNT OF $468,181.81, AND AMENDING THE FISCAL YEAR 2026-27 BUDGET BY APPROPRIATING FUNDS.

   Attachments:
   SR - Assistance to Firefighters Grant
   Att1 - Resolution
   Att2 - Award Package
   Att3 - Notice of Funding Opportunity
   Att4 - Supplemental Statement

5. Adoption of a Resolution Approving a 36-Month Lease Agreement with 303 N. Glenoaks Boulevard CA, LLC, a Delaware Limited Liability Company, for the Property Located at 303 N. Glenoaks Boulevard, Suite 500 – Community Development Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A THIRTY-SIX MONTH LEASE AGREEMENT WITH 303 N. GLENOAKS BOULEVARD CA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE PROPERTY LOCATED AT 303 N. GLENOAKS BOULEVARD, SUITE 500.

   Attachments:
   SR - 303 N. Glenoaks Lease Agreement
   Att1 - Resolution
   Att2 - Lease Agreement

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

1. Appointment to Fill One Vacancy on the Burbank Housing Corporation Board of Directors for a Full Two-Year Term – City Clerk's Office (with Housing Authority)

   Recommendation:
   Appoint one member to the Burbank Housing Corporation Board of Directors to fill an unexpired term ending October 31, 2028.

   Joint Public Comment: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the “raise hand” feature in Zoom prior to the comment period.

   Council Action:

   Attachments:
   SR - BHC Board of Directors Vacancy
   Att1 - Applications and Resumes

Att2 - Redevelopment Agency Resolution R-1878
Att3 - Housing Authority Resolution H-209

2. Appointment to Fill One Vacancy on the Burbank Cultural Arts Commission for an Unexpired Term – City Clerk's Office

Recommendation:
Appoint one member to the Burbank Cultural Arts Commission to fill an unexpired term ending July 31, 2029.

Public Comment: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the "raise hand" feature in Zoom prior to the comment period.

Council Action:

Attachments:
SR - BCAC Vacancy
Att1 - Applications and Resumes
Att2 - BMC Section 2-1-425

3. Appointment to Fill One Vacancy on the Sustainable Burbank Commission for an Unexpired Term – City Clerk's Office

Recommendation:
Appoint one member to the Sustainable Burbank Commission to fill an unexpired term ending July 31, 2029.

Public Comment: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the "raise hand" feature in Zoom prior to the comment period.

Council Action:

Attachments:
SR - SBC Vacancy
Att1 - Applications and Resumes
Att2 - BMC Section 2-1-424

4. Adoption of a Resolution Approving a Progressive Design-Build Contract with Clark Construction Group – California, LP for the Burbank Library and Civic Center Project and Authorizing the Library Services Director, as Designee of the City Manager, to Execute the Agreement and Future Task Orders and/or Amendments Provided that Funds Are Budgeted – Library Services Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A PROGRESSIVE DESIGN-BUILD CONTRACT WITH CLARK CONSTRUCTION GROUP – CALIFORNIA, LP FOR THE BURBANK LIBRARY AND CIVIC CENTER PROJECT AND AUTHORIZING THE LIBRARY SERVICES DIRECTOR, AS DESIGNEE OF THE CITY MANAGER, TO EXECUTE THE AGREEMENT AND FUTURE TASK ORDERS AND/OR AMENDMENTS PROVIDED THAT FUNDS ARE BUDGETED.

   Public Comment: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the "raise hand" feature in Zoom prior to the comment period.

   Council Action:

   Attachments:
   SR - Library and Civic Center Project
   Att1 - Resolution
   Att2 - RFQu
   Att3 - RFP
   Att4 - Community Engagement Report
   Att5 - Development Review Decision Letter
   Att6 - Link to PDB Contract
   Att7 - Evaluation Scores

5. Adoption of a Resolution Approving the Establishment of the Salary for the Classification of Accounting Technician; and Adoption of a Resolution Approving the Citywide Salary Schedule – Management Services Department

   Recommendation:
   1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE ESTABLISHMENT OF THE SALARY FOR THE CLASSIFICATION OF ACCOUNTING TECHNICIAN.
   2. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE CITYWIDE SCHEDULE.

   Public Comment: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the "raise hand" feature in Zoom prior to the comment period.

   Council Action:

   Attachments:
   SR - Accounting Technician Classification
   Att1 - Resolution - Accounting Technician
   Att2 - Resolution - Citywide Salary Schedule

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

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

O. **Adjournment**: To Thursday, October 15, 2026, for a Special Meeting at the Los Angeles Marriott Burbank Airport Convention Center – 2500 N. Hollywood Way.

CITY OF BURBANK
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 29, 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 4:36 p.m. by Vice Mayor Mullins.

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

Closed Session Public Comment:
There being no response to the Vice 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 – Anticipated Litigation
   a. Initiation of litigation pursuant to Govt. Code §54956.9(d)(4) City as Potential Plaintiff
   b. Number of potential case(s): 1

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

3. Conference with Legal Counsel – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Shahram Rasouli v. City of Burbank
   c. Case No.: 24NNCV04282
   d. Brief description and nature of case: Personal Injury – Auto Accident

Mayor Takahashi arrived at 4:40 p.m. and Council Member Perez arrived at 4:52 p.m.

Call to Order:
A Regular Meeting of the City Council of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 6:04 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, Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: None
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Mayor Takahashi indicated there would be two (2) periods of Public Comment at this evening's meeting and those who wish to participate in the public comment periods may join via Zoom or call in at (818) 238-3335. Members of the public may comment in person or remotely for all public comment periods.

Announcements:
Mayor Takahashi displayed a PowerPoint presentation announcing the following: (1) Burbank Book Festival; (2) Burbank Water and Power and Burbank Tournament of Roses Association Craft Faire; (3) Planning Division Accessory Dwelling Unit (ADU)/ Junior ADU Webinar; (4) Outdoor Halloween Decorating Contest; (5) Measure C Information; (6) Measures CC and CD Information; (7) November 3, 2026 General Municipal Election Notice; (8) Election Signage Guidelines; and (9) Board, Commission, and Committee Vacancies.

Council Presentations/Recognitions:

1. Presentation of a Proclamation Declaring October 2026, as "National Community Planning Month" in the City of Burbank
   Vice Mayor Mullins presented a proclamation declaring October 2026 as "National Community Planning Month" in the City of Burbank and introduced Patrick Prescott, Community Development Director, who made remarks.

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

Reporting on Closed Session:
City Attorney McDougall reported that the City Council met in Closed Session regarding the agendized Closed Session items and for Item Nos. 1 and 2, Council voted unanimously (5-0) to authorize the City Attorney's Office to commence litigation. Information regarding the parties and nature of litigation will be made available once litigation has commenced. For Item No. 3, Council took no reportable action.

General Public Comment:
Appearing to comment were: Ron Bax, Dustin Blankenship, Jim Lane, Barry Sarna, Mark Scroggs, Diana Pulver, Emily Hunter, Joseph Castillon, Cynthia Pease, Sean Mulligan, Eimee Tsai, Julianna Sanosyan, Nishka Mengde, Sara O'Dell, Marianna Sergoyan, Daniel Bagumyan, Cale Thomas, Maxine Hillman, Jamal El-Amin, Lisa Cusack, Cameron Tennyson, Jo Pimienta, and David Donahue.

One (1) speaker commented remotely.

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

Consent Calendar:
It was moved by Vice Mayor Mullins, seconded by Council Member Anthony, to approve the Consent Calendar. The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

Council Member Perez requested a brief summary of Consent Calendar Item No. 4. Kylene Pecor, Community Assistance Coordinator, responded to Council inquiries.

1. Council Minutes

   Approve the City Council Minutes of the Regular Meeting of September 15, 2026, and the Dark Meeting of September 22, 2026.

2. Adoption of a Resolution Amending the City of Burbank Conflict of Interest Code

   RESOLUTION NO. 26-29,741
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE CITY'S CONFLICT OF INTEREST CODE.

3. Adoption of a Resolution Accepting a Grant Award from the U.S. Department of Homeland Security Emergency Operations Center (EOC) Grant Program in the Amount of $1,235,750 for the Construction of a New EOC for the City of Burbank and Amend the Fiscal Year 2026-27 Budget to Appropriate Funds

   RESOLUTION NO. 26-29,742
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ACCEPTING A GRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM IN THE AMOUNT OF $1,235,750 FOR THE CONSTRUCTION OF A NEW EOC FOR THE CITY OF BURBANK AND AMENDING THE FISCAL YEAR 2026-27 BUDGET BY APPROPRIATING FUNDS.

4. Approval of a Professional Services Agreement with Home Again Los Angeles in the Amount of $50,000 for Administration of the Immigration Emergency Assistance Fund

   Approve a Professional Services Agreement with Home Again Los Angeles in the amount of $50,000 for the administration of the Immigration Emergency Assistance Fund.

Reports to Council:

1. Review Recommendations of the Creative Industry Taskforce

   Mary Hamzoian, Acting Assistant Community Development Director, presented the PowerPoint Presentation and responded to City Council inquiries. Joseph McDougall, City Attorney; Justin Hess, City Manager; Patrick Prescott, Community Development Director; and Jennifer Becker, Financial Services Director, also responded to Council inquiries. John Bwarie of Stratiscope was also available for Council inquiries.

   Public Comment:
   Appearing to comment were: Mark Scroggs and David Donahue.

   Commenting remotely was: None.

   Council Action:
   It was moved by Council Member Perez, seconded by Vice Mayor Mullins, to direct staff to return with a staff report in December 2026 for a full discussion on waiving film permit fees for a one-year pilot program with proposed implementation on January 1 and to continue with efforts to establish a Creative's Hub and retain a professional marketing firm as recommended by the Creative Industry Industry Taskforce.

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

Council Comments:

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

Introduction of Additional Agenda Items:

Council Member Rizzotti requested a memorandum from the Housing Enforcement Unit providing an update on housing statistics.

Adjournment:

There being no further business to come before the City Council, the meeting was adjourned at 9:49 p.m. to Tuesday, October 13, 2026 for a Regular 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, OCTOBER 6, 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, AUGUST 25, 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 6:05 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, Perez, Rizzotti, Vice Chair Mullins, and Chair Takahashi
Absent: None
Also Present: Executive Director Hess, City Attorney McDougall, and Clerk Clark

Closed Session, Announcements, Council Presentations/Recognitions, City Manager Report, 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.

Joint General Public Comment:
Appearing to comment were: Eddy Polon, Mark Scroggs, Gerry Flores, Ron Bax, Diana Pulver, Mike Van Gorder, Kristen Gish, Britta Romanov, Thom Davis, John Lehman, Tobey Bays, Carole Nolls, Andrea Padilla, Louie Meza, Rachel Hobbs, Jo Pimienta, Maxine, Jorge Negrete, Valerie Taylor, Janet Diel, Gloria Salas, Cameron Tennyson, David James Henry, Dan Kleiman, Corey Mensing, JoMo, and Emily Hunter.

One (1) speaker commented remotely.

Antonio Mendez submitted a comment card but did not wish to speak.

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

Consent Calendar:
It was moved by Commissioner Anthony, seconded by Vice Chair Mullins, to approve the Consent Calendar. For Item Nos. 1–5 and 8–10, the motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None. For Item Nos. 6 and 7, the motion carried 4-0-1 with the following roll call vote:

AYES: Perez, Rizzotti, Mullins, and Takahashi. NOES: None. ABSTAIN: Anthony.

Consent Calendar Item Nos. 1, 3, and 5–10 were City Council items only and can be found in the City Council minutes.

2. Housing Authority Minutes

   Approve the Housing Authority Minutes of the Joint Meeting of June 16, 2026.

4. Adoption of Resolutions Continuing Appropriations from Fiscal Year 2025-26 to Fiscal Year 2026-27 (with Housing Authority and Parking Authority)

   1. RESOLUTION NO. 26-29,733
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026.

   2. RESOLUTION NO. H-26-284
      Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026.

   3. RESOLUTION NO. P-26-131
      Adopt A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026.

Public Hearing:

1. Adoption of a Resolution Approving an Amendment to the Burbank Public Housing Agency Fiscal Year 2026-2027 Annual Plan and Updates to the Section 8 Administrative Plan to Implement Housing Opportunities Through Modernization Act Requirements

   The Public Hearing was opened at 7:34 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 indicated that no written correspondence was received.

   Odet Ayvazyan, Housing Development Manager, presented the PowerPoint Presentation and responded to Housing Authority inquiries. Alejandro Mendoza, Housing Assistant, also responded to Authority inquiries.

   Joint Public Hearing Public Comment:
   Appearing to comment was: None.

Commenting remotely was: None.

The Public Hearing was closed at 7:46 p.m.

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

RESOLUTION NO. H-26-285
Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING: 1) THE PUBLIC HOUSING AGENCY REVISED ANNUAL PLAN FOR FISCAL YEAR 2026-2027; 2) UPDATES TO THE SECTION 8 ADMINISTRATIVE PLAN TO IMPLEMENT HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT; AND 3) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CERTIFICATIONS REQUIRED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

The motion carried 4-0-1 with the following roll call vote: AYES: Anthony, Rizzotti, Mullins, and Takahashi. NOES: None. ABSTAIN: Perez.

Adjournment:
There being no further business to come before the Housing Authority, the meeting was adjourned at 10:43 p.m. to Tuesday, September 15, 2026 for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
Clerk	Chair

APPROVED DATE:

STAFF REPORT

LIBRARY SERVICES

DATE: October 13, 2026

TO: Justin Hess, City Manager

FROM: Eric Lashley, Library Services Director
VIA: Cindy Yee Akuin, Senior Administrative Analyst
BY: Leslie Sandoval, Administrative Analyst I

SUBJECT: Adoption of a Resolution Recognizing and Reaffirming the Sister City Relationship with Ota City, Japan, initially established in 1983

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK RECOGNIZING AND REAFFIRMING THE SISTER CITY RELATIONSHIP WITH OTA CITY, JAPAN, INITIALLY ESTABLISHED IN 1983.

BACKGROUND

The Sister Cities International (SCI) program was formed by President Dwight D. Eisenhower in 1956 to promote peace through global understanding. A Sister City relationship is a long-term, official partnership between two geographically distinct countries to promote cultural, educational, and economic ties. There are currently over 700 participating cities in the United States, and 1,800 cities worldwide. Burbank maintains relationship with five established Sister Cities: Solna, Sweden (1960); Incheon, Korea (1961); Gaborone, Botswana (1975); Ota, Japan (1983); and Arezzo, Italy (2023).

Sister City relationships are formal municipal relationships approved by the City Council and established through the adoption of a resolution. In the 1980s, Ota initiated a Sister City relationship with Burbank based on similarities between the two cities. At the time, Burbank was home to Lockheed Aircraft, the company that manufactured airplanes that fought in World War II against Japan. The Japanese World War II fighter airplane, “Zero”, was manufactured in Ota. Both cities determined their relationship would be a demonstration of peace and goodwill. On November 1, 1983, the City Council approved

Resolution No. 20,777 (Attachment 3) to establish the Sister City relationship. Likewise, Ota City formalized a similar agreement which was approved in Japan on February 14, 1984.

City of Burbank Sister City activities are coordinated through the Library Services Department (Department). As part of the ongoing strategy for the Sister City Program, a Sister Visioning Report and Strategic Plan (Visioning Plan) was developed for 2024-2027 (Attachment 2) identifying the following priority areas.

1. **Education and Learning:** Engage in learning and educational opportunities for all ages.
2. **Trade, Tourism, and Economic Development:** Develop strategies to encourage trade, tourism, investment, and business partnerships between Burbank and its current and prospective Sister Cities.
3. **Arts and Culture:** Celebrate cultural connections through arts and culture activities.
4. **Administration and Operations:** Establish operational improvements, with a focus on program administration, communication, marketing, and capacity building.

DISCUSSION

For more than four decades, the City of Burbank and Ota City, Japan, have maintained a Sister City relationship through hosting dignitaries from their respective countries, participating in student art exchanges, and providing support during humanitarian aid efforts. Most significantly, the relationship has centered on reciprocal student exchange programs coordinated in partnership with the nonprofit Burbank Sister City Committee (BSCC).

On July 24, 2026, Mayor Masanobu Hozumi from Ota visited Burbank and met with Mayor Takahashi and City staff to discuss the longstanding partnership and opportunities to strengthen the Sister City relationship. Mayor Hozumi and Mayor Takahashi discussed the importance of recognizing and reaffirming the existing cooperative relationship between the two cities and agreed to identify shared goals and areas of mutual interest to further strengthen the Sister City relationship.

Recognizing and Reaffirming the Sister City Relationship with Ota, Japan

The proposed Resolution (Attachment 1) builds upon the Sister City relationship established in 1983 by identifying specific areas for future exchange between Burbank and Ota. The Resolution identifies creative industries, workforce development, education, regional and public transportation, and cultural exchange as areas in which the two cities may pursue additional opportunities for learning and collaboration. These areas reflect shared interests between the two municipalities and, in line with the

Visioning Plan, provide opportunities to enhance and expand the Sister City relationship beyond its longstanding focus on student exchanges.

The proposed Resolution also encourages regular mutual visits and exchanges between Burbank and Ota to strengthen relationships between elected officials, City staff, and community members, while providing opportunities to share knowledge, best practices, and cultural experiences. Approving the proposed Resolution would reaffirm Burbank's commitment to its long-standing partnership with Ota and provide a foundation for continued cultural, educational, and community exchange, as well as new opportunities for collaboration in areas of mutual interest. It is noted and acknowledged by both cities that the Resolution serves as a framework for cooperation in the spirit of mutual exchange but is not considered legally binding.

BSCC, an independent nonprofit community group, works closely with the City to organize student exchanges and other Sister City-related activities. On September 14, 2026, the Board of the BSCC formally supported recognizing and reaffirming the Sister City relationship with Ota.

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 related to adopting the Resolution.

CONCLUSION

Sister City programs, which promote peace and mutual understanding across borders, are a valued part of Burbank's history. With a partnership spanning over 40 years, the cities of Ota and Burbank recognize the importance of reaffirming their longstanding Sister City relationship and share a mutual desire to renew their cooperative partnership, identify mutual areas of interest, and restate their commitment to mutual goals and aspirations.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Sister City Visioning Report and Strategic Plan – 3 Year Plan, 2024-2027
Attachment 3 – Resolution No. 20,777

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK RECOGNIZING AND REAFFIRMING THE SISTER CITY RELATIONSHIP WITH OTA CITY, JAPAN, INITIALLY ESTABLISHED IN 1983

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Sister Cities program was established by US President Dwight D. Eisenhower in 1956 to establish greater friendship and understanding between the people of the United States and other nations, encouraging US cities to affiliate with cities in other countries that have similar characteristics and mutual interest.

B. The City of Burbank has established Sister City affiliations with Solna, Sweden (1960); Incheon, Korea (1961); Gaborone, Botswana (1975); Ota, Japan (1983); and Arezzo, Italy (2022).

C. On November 1, 1983, the City Council adopted Resolution No. 20,777, inviting Ota City, Japan, to become a Sister City of the City of Burbank.

D. The City of Burbank and Ota City have maintained a Sister City relationship since 1983, with student exchanges serving as the primary activity.

E. The City of Burbank and Ota City desire to recognize our longstanding Sister City relationship, renew our cooperative relationship, express our mutual areas of interest, and restate our commitment to our mutual goals and aspirations, which include the following:

- Cultural Exchange: The cities desire to continue and expand opportunities for residents and community organizations to share and experience the cultural traditions, history, and heritage of Burbank and Ota.

- Workforce Development and Education: the cities desire to expand educational opportunities and exchanges that support learning, professional development, and connections between residents, students, and educational institutions in both cities.

- Regional and Public Transportation: the cities desire to provide opportunities for the cities to exchange information and best practices related to regional transportation and public transportation.

- Creative Industries: the cities desire to encourage opportunities for information sharing and collaboration related to creative industries, including the arts,

entertainment, and other creative sectors that are important to both communities.

F. By this resolution, the City of Burbank reaffirms its commitment to its longstanding partnership with Ota City, which serves as a foundation for continued exchange and future collaboration between the two cities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. This City Council, on behalf of the people of the City of Burbank, recognizes and reaffirms our commitment with our longstanding Sister City, our mutual areas of interest, and our mutual goals and aspirations.

2. The Mayor is authorized to act as official representative of the City of Burbank. The City Manager or designee is also authorized to implement the Sister City activities with Ota City, Japan.

3. Copies of this resolution are to be sent to the Mayor and Council of Ota City, Japan, and to Sister Cities International.

PASSED and ADOPTED this ____ day of October 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Kane Thuyen
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 October, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ATTACHMENT 2

CITY OF BURBANK

Sister City Visioning Report and Strategic Plan (2024-2027)

APRIL 2025 UPDATE

Table of Contents

Introduction	1
Strategic Priorities for 2024-2027	2
Goal #1: Strengthen Sister City Relationships	3
Goal #2: Trade, Tourism, and Economic Development	5
Goal #3: Education and Learning	7
Goal #4: Arts and Culture	9
Goal #5: Administration and Operations	11

Introduction

MISSION

Through its Sister City program, the City of Burbank fosters meaningful connections and broadens local and global impact with economic, educational, and cultural activities.

VISION

Burbank Sister City inspires a global perspective linking Burbank to international partners.

Burbank's Sister Cities

Burbank established its first Sister City relationship with Solna, Sweden, in 1960. This was followed by Incheon, Korea, in 1961; Gaborone, Botswana, in 1975; Ota, Japan, in 1983; and Arezzo, Italy, in 2022.

Solna, Sweden

Incheon, South Korea

Gabarone, Botswana

Ota, Japan

Arezzo, Italy

Strategic Priorities for 2024-2027

This strategic plan was developed through community input sessions and stakeholder interviews conducted from January to April 2024. Based on the data gathered, five goals were identified as priorities for the Sister City Program for Fiscal Years 2024-25 through 2027-28:

Goal #1: Strengthen Sister City Relationships

- Engage and re-establish relationships with Sister City partners.

Goal #2: Trade, Tourism, and Economic Development

- Develop strategies to encourage trade, tourism, investment, and business partnerships between Burbank and its current and prospective Sister Cities.

Goal #3: Education and Learning

- Engage in learning and educational opportunities for all ages.

Goal #4: Arts and Culture

- Celebrate cultural connections through arts and cultural activities.

Goal #5: Administration and Operations

- Establish operational improvements, with focus on program administration, communication, marketing, and capacity building.

Goal #1: Strengthen Sister City Relationships

Objectives

1. Develop partnership with Arezzo, Burbank's newest Sister City.
2. Deepen relations with Incheon and Ota; work to re-establish relations with Gaborone and Solna.
3. Establish policy for adding new Sister Cities.

Notable Accomplishments: Year 1

- January 2024: Incheon Delegation Visits Burbank with former Mayor Schultz.
- July 2024: Celebrated the 40th Anniversary of Sister City relationship with Ota.
- September 2024: Participated in signing ceremony and delegation visit with Arezzo with former Vice Mayor Perez.
- March 2025: Coordinated a municipal waste tour with Incheon representatives (cancelled due to inclement weather).
- September 2025 *(In progress)*: Delegation Visit for Incheon Landing Ceremony with Vice Mayor Takahashi.
- Opened communication to further sister city exchange partnerships and other opportunities with Ota and Incheon.
- Participated in Sister City International and Southern California Sister City meetings and trainings to understand about how other SCs are established; governance; best practices and administrative procedures.

Goal #1: Strengthen Sister City Relationships

In Progress

1. By 2026, develop messaging and greetings to Sister City partners as appropriate, such as for the New Year, changes in leadership, partnership anniversaries, or culturally significant occasions, to re-engage with each Sister City.
2. By 2026, coordinate with Mayor and City Manager's Office for upcoming invitations and acknowledgements.
3. By 2027, initiate quarterly check in with each Sister City on areas of collaboration.

Outcome

Burbank and its Sister Cities have a deeper understanding of each other and can align activities with local goals.

Goal #2: Trade, Tourism, and Economic Development

Objectives

1. Review economic development priorities and strengths for each Sister City and analyze opportunities for Burbank.
2. Explore opportunities for foreign direct investment (FDI) in Burbank, in coordination with the City Economic Development Strategic Plan.
3. Assess possibilities for targeted tourism campaigns to attract visitors from Sister Cities.

Notable Accomplishments: Year 1

- Gathered initial ideas from Economic Development during visioning process.
- Developed relationships with local Consulates (Japan, Italy, and Korea).

Goal #2: Trade, Tourism, and Economic Development

In Progress

1. By 2026, research and develop economic profiles of each of our current Sister Cities.
2. By Spring 2025, follow up meeting with Economic Development to better understand City strategy with foreign direct investments (FDI) and opportunities for partnership.
3. By 2027, explore tourism development with hubs such as Incheon (attract visitors to major tourism here WB Visitors Center, Universal Studios, health tourism – Cancer, ER).
4. Ongoing: Track neighboring cities' strategy in attracting foreign business via Sister City strategy (this is one of their prime initiatives in forming new relationships with Sister Cities).
5. Ongoing: Consider local businesses that have representation and find ways to boost their business through coordination as part of Sister City (e.g. creative arts sector, martial arts, food/dining, wine); Sister City representative at downtown Cultural Market).
6. Ongoing: Consider sectors that may benefit from information exchanges (e.g. Woodbury University architecture program visits the Florence area (Arezzo), musical/choral programs (Arezzo), filming (Arezzo), renewable energy, sustainability (Botswana) post-production and animation (Korea and Florence), sustainability and livability (Sweden).

Outcome

Burbank's local economy is strengthened through mutually beneficial business and tourism activities with Sister Cities.

Goal #3: Education and Learning

Objectives

1. Offer learning and educational opportunities for Burbank residents.
2. Continue support for youth development, through activities including student exchanges and youth leadership opportunities.
3. Explore professional or sector-specific learning and information sharing opportunities (medical, entertainment, government).

Notable Accomplishments

- Dedicated staff member supporting student exchange program yielded in positive results:
  - Interest in student exchange program has grown exponentially after coordinated marketing efforts and relationships with partners:
    - In past years, 5–8 students served as active delegates; in 2025, over 100 participants attended recruitment events, resulting in 29 applicants for 10 available positions.
    - Nine qualified chaperones interest to fill 2 delegate positions.
- Burbank High School and John Burroughs High School each have a teacher advisor and student representatives leading their respective Sister City clubs.
- Facilitated conversations with partner cultural organizations to co-design events with the Library, including a program with the Korean Cultural Center on Korean customs and etiquette (September 2025).

Goal #3: Education and Learning

In Progress

1. By 2026, in coordination community partners, identify year-round program schedule for educational and cultural events representing each Sister City.
2. By 2026, explores relationships with Japan Foundation LA, Japanese American National Museum, Japanese Cultural Center, Korean Cultural Center, Fondazione Italia (language school in Burbank), Italian American Museum, IKEA Burbank, Consulate General for all represented countries, and, local faith-based groups on educational programming.
3. By 2027, assess the feasibility of expanding exchange programs beyond the current two Sister Cities.

Outcome

Burbank residents of all ages are more knowledgeable about Sister Cities and have broader understanding of relevant global information and trends.

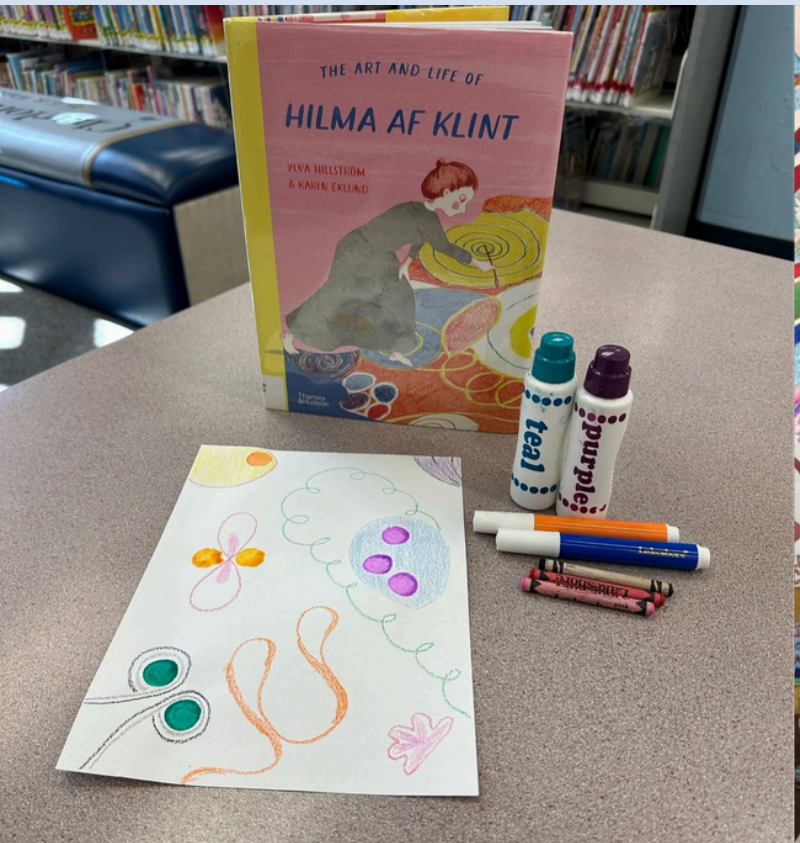
Goal #4: Arts and Culture

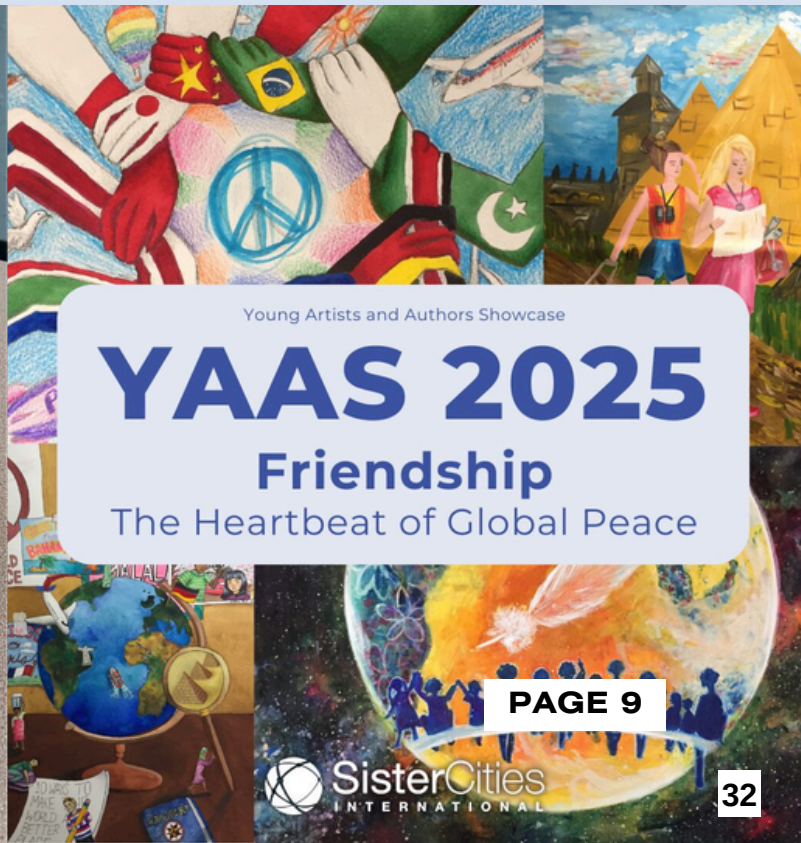
Objectives

1. Identify arts and cultural activities in partnership with Sister Cities and/or highlighting the culture of Sister Cities.
2. Deepen knowledge of successful arts and culture activities and exchanges among other cities with established Sister City programs.
3. Coordinate with the Parks, Recreation, and Community Services Department (P&R) arts staff to develop offerings that align with local goals.

Notable Accomplishments: Year 1

- Gathered initial ideas from P&R and Cultural Arts Commission during visioning process.
- Participated in Sister Cities International (SCI) arts and culture webinar to learn more about other global arts partnerships.
- Actively solicited participants in SCI's Youth Artists and Authors Showcase.





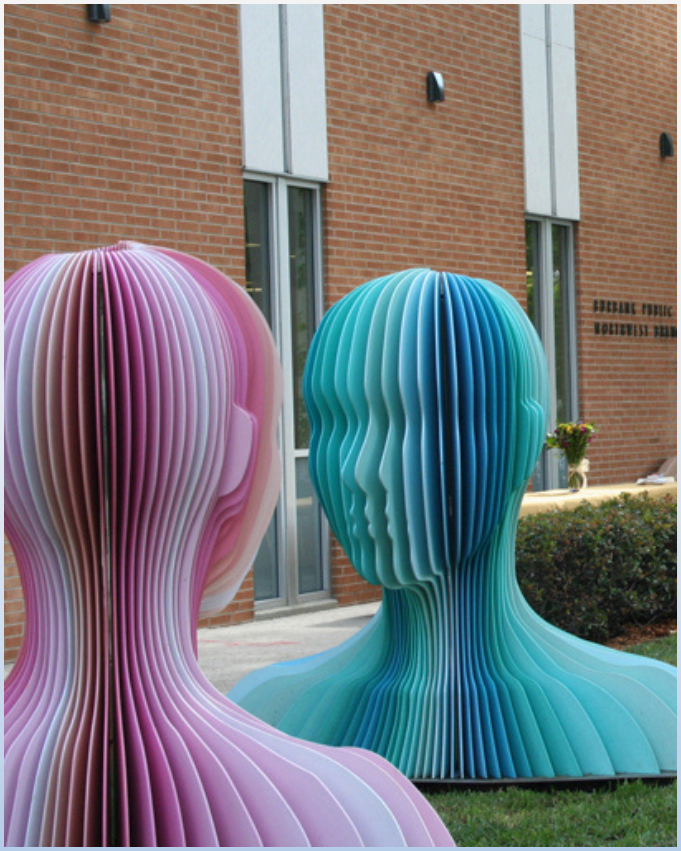
Goal #4: Arts and Culture

In Progress

1. By 2026, explores relationships with Japan Foundation LA, Japanese American National Museum, Japanese Cultural Center, Korean Cultural Center, Fondazione Italia (language school in Burbank), Italian American Museum of Los Angeles, IKEA Burbank, Consulate General for all represented countries, local faith-based groups on interest in arts and cultural programming.
2. By 2027, collaborate with community-based organizations (P&R, Arts Commission, nonprofits) that put on community events by offering opportunities to bring arts and cultural representation from our Sister Cities.

Outcome

Burbank's arts and cultural assets are highlighted on a global scale while arts and cultural understanding grows among residents.



Goal #5: Administration and Operations

Objectives

1. Document standards and best practices for current and new Sister City activities, including visits from dignitaries and requests for assistance from Sister Cities.
2. Based on pilot activities, analyze ongoing budgetary and resource requirements needed for Burbank's Sister City program.
3. Work with the independent nonprofit organization, Burbank Sister City Committee (BSCC), to establish and document mutual roles and responsibilities.

Notable Accomplishments: Year 1

- Training and onboarding from Senior Administrative Analyst to Administrative Analyst I.
- Revised student exchange materials and handbooks to assist with new BSCC leadership.
- Served as an advisory capacity with BSCC leadership.
- Created an initial budget assessment for year-round programming needs.

Goal #5: Administration and Operations

In Progress

1. By 2027, formalize relationship with Burbank Sister City Committee (non-profit, independent organization) is interested in bylaw change; coordinate that with an MOU – currently in research phase.
2. By 2027, bring a proposed recurring budget item.
3. Ongoing: Support BSCC in building by capacity and sustainability by increasing new membership.
4. Ongoing: Participate in learning and development trainings from Sister Cities International (SCI) and the SCI Southern California Chapter.

Outcome

Burbank's Sister City program is sustainable, effective, and efficient.

CITY OF
BURBANK

ATTACHMENT 3

Karen T.

City of Burbank
State of California

RESOLUTION NO. 20,777

RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK, EXTENDING AN INVITATION TO OTA CITY, JAPAN, TO BECOME A SISTER CITY AND INVITING THE PEOPLE OF OTA CITY, JAPAN TO PARTICIPATE IN SAID PROGRAM.

WHEREAS, the "People-to-People Program" was inaugurated by the President of the United States in 1956 to establish greater friendship and understanding between the peoples of the United States and other nations through the medium of direct personal contact; and

WHEREAS, all succeeding U.S. Presidents have endorsed said program, to be conducted for the broad purposes of the exchange of ideas and people between the citizens of the United States of America and the peoples of other nations; and

WHEREAS, to implement this program, the City of Burbank and other communities in the United States have been requested by the Town Affiliation Association of the U.S., Inc. to affiliate with cities in other nations of similar characteristics and mutual interest; and

WHEREAS, the City of Burbank, through its Council, does recognize and endorse this program with the hope that it will lead to a lasting friendship between the people of Burbank and Ota City, Japan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURBANK, AS FOLLOWS:

Section 1. That this Council on behalf of the people of the City of Burbank does hereby extend an invitation to the government and the people of Ota City, Japan to participate with Burbank as its sister-city for the purpose of creating greater mutual understanding between the peoples of our two great cities and nations.

Section 2. The Mayor is hereby authorized to act as official representative of the City of Burbank to carry out this program.

Section 3. That copies of this Resolution are to be sent to the Mayor and Council of Ota City, Japan, the Town Affiliation Association of the U.S., Inc., and the Embassy of Japan.

PASSED and ADOPTED this first day of November, 1983.

Larry L. Stamper
Mayor of the City of Burbank

Attest:

Evelyn L. Haley, City Clerk

STAFF REPORT

FIRE DEPARTMENT

DATE: October 13, 2026

TO: Justin Hess, City Manager

FROM: Danny Alvarez, Fire Chief
BY: Channing Reyes, Administrative Analyst II

SUBJECT: Adoption of a Resolution Authorizing the Execution of a Grant Agreement with the U.S. Department of Homeland Security for Fiscal Year 2025 Assistance to Firefighters Grant Program Funds, Acceptance of a Grant Award of $468,181.81, and Amending the Fiscal Year 2026-27 Budget by Appropriating Funds

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR FISCAL YEAR 2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FUNDS, ACCEPT A GRANT AWARD IN THE AMOUNT OF $468,181.81, AND AMENDING THE FISCAL YEAR 2026-27 BUDGET BY APPROPRIATING FUNDS.

BACKGROUND

The U.S. Department of Homeland Security provides financial assistance to local agencies through the Assistance to Firefighters Grant Program (Grant Program) aimed to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The Grant Program provides funding to fire departments, non-affiliated emergency medical service (EMS) organizations, and state fire training academies. This grant ensures first responders have the equipment and training needed to provide critical resources to the community. These initiatives prepare responders for incidents, improve operational efficiencies, and strengthen community resilience.

DISCUSSION

Paramedics play a critical role in providing rapid, lifesaving emergency medical care, responding to a growing number of complex medical incidents in the community. The Burbank Fire Department (Department) maintains thirty-six Firefighter Paramedics to staff four 24/7 Rescue Ambulances (RA) across three shifts. This includes two Firefighter Paramedics on each RA and one Paramedic on the additional responding apparatus who can begin lifesaving response should the apparatus arrive at the incident prior to the RA. Between 2021 and 2025, the Department averaged over 12,000 calls per year.

In order to ensure that Paramedics are fully prepared to respond to a wide range of medical emergencies, the Department continually invests in developing and maintaining their specialized skill set. Training programs ensure that Firefighters advance into the paramedic role with the necessary clinical knowledge and field experience and help sustain reliable service levels during periods of staffing transition. This ongoing commitment to training supports operational readiness, strengthens emergency medical response capacity, and ensures that the community continues to receive high-quality medical care and emergency response services.

Paramedic training costs approximately $8,750 per Firefighter due to the specialized training and certification required. The training consists of a seven-month training program that includes didactic learning, clinical rotations, and an internship portion. During this time, backfill is required to maintain adequate staffing for approximately 1,300 total hours per Firefighter. With funding from the Grant Program, the Department will be able to send four Firefighters to Paramedic training and cover the associated overtime costs for backfill. This funding will assist the Department with proactively preparing for the expected vacancies at the end of FY 2026-27 while continuing to maintain adequate staffing levels and respond to calls for service.

The City was notified on September 21, 2026, that its request for Program grant funding was approved (Attachment 2). To accept the award, the City must execute a Grant Agreement and designate a 10% match, totaling $46,818.19.

In addition to the Grant Agreement, the City intends to submit a Supplemental Statement acknowledging acceptance of the Grant Agreement conditions except for those conditions that are expressly excluded from compliance, pursuant to the Notice of Funding Opportunity (Attachment 4).

ENVIRONMENTAL REVIEW

This Grant has no potential for resulting in either a direct physical change in the environment, or a reasonable foreseeable indirect physical change in the environment, and as such, is not a “project” subject to the requirement of the California Environmental Quality Act 9CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

Staff is requesting City Council authority to accept the funds and amend the FY 2026-27 Adopted Budget by appropriating $468,181.81 from revenue account number 001.FD000.48010.0000.25410.00000 (General Fund, Fire Department General, Other Intergovernmental Revenue, FEMA AFG Grant 2025) to the following expenditure accounts:

- $35,000 to 001.FD03A.62755.0000.25410.00000 (General Fund, Fire Department - Emergency Medical Services, Training, FEMA AFG Grant 2025).
- $288,000 to 001.FD02A.60007.0000.25410 (General Fund, Fire Department – Fire Suppression, Overtime, FEMA AFG Grant 2025).
- $192,000 to 001.FD03A.60007.0000.25410 (General Fund, Fire Department – Emergency Medical Services, Overtime, FEMA AFG Grant 2025).

Funds will initially be drawn from 001.ND000.30010.0000.00000 (General Fund, Non-Departmental Unassigned Fund Balance) until reimbursed.

CONCLUSION

Acceptance of the Grant Program funds will enable the Department to send four Firefighter personnel to Paramedic training while also maintaining operational readiness by ensuring adequate staffing to meet the emergency response needs of the community.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Award Package
Attachment 3 – Notice of Funding Opportunity
Attachment 4 – Supplemental Statement

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR FISCAL YEAR 2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FUNDS, ACCEPT A GRANT AWARD IN THE AMOUNT OF $468,181.81, AND AMENDING THE FISCAL YEAR 2026-27 BUDGET BY APPROPRIATING FUNDS.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The U.S. Department of Homeland Security, through the Assistance to Firefighters Grant ("AFG") Program provides monetary grants to fire departments, non-affiliated emergency medical service (EMS) organizations, and state fire training academies to equip and train emergency personnel to meet recognized standards.

B. The AFG Program awarded the Burbank Fire Department a grant in the amount of $468,181.81 ("Grant"). Grant funds will be used to send four Firefighters to Paramedic training and cover the cost of backfill for these personnel.

C. In order to receive the Grant award, the City must execute a Grant Agreement and contribute a 10% match in the amount of $46,818.19.

D. The Grant is subject to Notice of Funding Opportunity DHS-25-GPD-044-00-98, which states that the conditions set forth in the 2026 Department of Homeland Security Standard Terms and Conditions, specifically "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" and paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" do not apply to any federal award under this Funding Opportunity.

E. This Grant has no potential for resulting in either a direct physical change in the environment, or a reasonable foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirement of the California Environmental Quality Act 9CEQA) 14 Cal. Code Regs § 15378.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The foregoing recitals are true and correct and are hereby incorporated as if restated therein.

2. City Council accepts the Grant funds in the amount of $468,181.81 from the U.S. Department of Homeland Security's Federal Emergency Management Agency AFG program.
City Council hereby authorizes the City Manager, or designee, to execute the Grant Agreement and Supplemental Statement on behalf of the City and take all necessary action to effectuate the receipt and appropriation of the Grant funds, including the City's 10% match, and to execute any future amendments to the Grant, upon approval by the City Attorney.

3. The City's Fiscal Year 2026-27 Annual Budget is amended by appropriating $468,181.81 from revenue account number 001.FD000.48010.0000.25410.00000 (General Fund, Fire Department General, Other Intergovernmental Revenue, FEMA AFG Grant 2025) to the following expenditure accounts:

a. $35,000 to 001.FD03A.62755.0000.25410.00000 (General Fund, Fire Department - Emergency Medical Services, Training, FEMA AFG Grant 2025).

b. $288,000 to 001.FD02A.60007.0000.25410 (General Fund, Fire Department – Fire Suppression, Overtime, FEMA AFG Grant 2025).

c. $192,000 to 001.FD03A.60007.0000.25410 (General Fund, Fire Department – Emergency Medical Services, Overtime, FEMA AFG Grant 2025).

4. Funds will be drawn from 001.ND000.30010.0000.00000 (General Fund, Non-Departmental Unassigned Fund Balance) until reimbursed.

5. The Financial Services Director, or designee, is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and revisions to any other portion of the budget document as necessary to reflect and implement the appropriations specified in this resolution.

PASSED and ADOPTED this ____ day of October, 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 October, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/21/2026

Christine Alles
CITY OF BUBANK
275 EAST OLIVE AVE
BURBANK, CA 91502

EMW-2025-FG-02356

Dear Christine Alles,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2025 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $468,181.81 in Federal funding. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than $46,818.19 for a total approved budget of $515,000.00. Please see the FY 2025 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2025 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Associate Administrator (A)
FEMA Resilience

Cynthia Spishak

Acting Associate Administrator
Resilience

Summary Award Memo

Program: Fiscal Year 2025 Assistance to Firefighters Grant
Recipient: CITY OF BUBANK
UEI-EFT: N9Q5C7NS3JS5
Award number: EMW-2025-FG-02356

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2025 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$515,000.00
Indirect charges	$0.00
Federal	$468,181.81
Non-federal	$46,818.19
Total	$515,000.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2025 FG NOFO.

Approved request details:

Training

Paramedic

DESCRIPTION

Paramedic training $8,750 per firefighter. Backfill costs are approximately $92.30 per hour for 1,300 hours for $120,000 per firefighter. Total is $128,750 per firefighter for 4 firefighters = $515,000

QUANTITY	UNIT PRICE	TOTAL
4	$128,750.00	$515,000.00

BUDGET CLASS

Other

Equipment

Airway Equipment (Non-Disposable)

DESCRIPTION

Laryngoscopes with warranties

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	$0.00	$0.00	Supplies

CHANGE FROM APPLICATION

Quantity from **13** to **0**
Unit price from **$4,500.00** to **$0.00**

JUSTIFICATION
This reduction is due to the score your project received relative to other projects.

Automatic Chest Compression Device (CPR)

DESCRIPTION

LUCAS type devices with warranties.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	$0.00	$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from **7** to **0**
Unit price from **$30,000.00** to **$0.00**

JUSTIFICATION
This reduction is due to the score your project received relative to other projects.

Grant writer fee

~~Grant writer fee~~

Ineligible

DESCRIPTION

Grant writing fee exceeds $1,500 allowable request. Requesting $1,500. Contract with grant writing firm can be provided upon request.

QUANTITY	UNIT PRICE	TOTAL
1	$1,500.00	$1,500.00

BUDGET CLASS

Contractual

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

The award reflects a reduction of the grant writers fee amount requested in the application. This reduction is because the fee was not paid as outlined in the FY25 AFG NOFO, and as a result the grant writer fee has been deemed ineligible and the grant reduced accordingly.

Agreement Articles

Program: Fiscal Year 2025 Assistance to Firefighters Grant
Recipient: CITY OF BUBANK
UEI-EFT: N9Q5C7NS3JS5
Award number: EMW-2025-FG-02356

Table of contents

Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**
Article 2	**General Acknowledgements and Assurances**
Article 3	**Age Discrimination Act of 1975**
Article 4	**American Security Drone Act of 2023**
Article 5	**Americans with Disabilities Act of 1990**
Article 6	**Civil Rights Act of 1964 – Title VI**
Article 7	**Civil Rights Act of 1968 – Title VIII**
Article 8	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials**
Article 9	**CHIPS and Science Act of 2022**
Article 10	**Copyright**
Article 11	**Debarment and Suspension**
Article 12	**Drug Free Workplace Act of 1988**
Article 13	**Duplicative Costs**
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Article 15	**Energy Policy and Conservation Act of 1975**
Article 16	**Equal Treatment of Faith-Based Organizations**
Article 17	**False Claims Act and Program Fraud Civil Remedies**
Article 18	**Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act**
Article 19	**Federal Debt Status**
Article 20	**Fly America Act**
Article 21	**Hotel and Motel Fire Safety Act of 1990**
Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Article 23	**Lobbying Prohibitions**
Article 24	**National Environmental Policy Act**
Article 25	**National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022**

Article 26	Patents and Intellectual Property Rights
Article 27	Procurement of Recovered Materials
Article 28	Rehabilitation Act of 1973
Article 29	Reporting Recipient Integrity and Performance Matters
Article 30	Reporting Subawards and Executive Compensation
Article 31	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article 32	Subrecipient Monitoring and Management
Article 33	System for Award Management and Unique Entity Identifier Requirements
Article 34	Termination of a Federal Award
Article 35	Trafficking Victims Protection Act of 2000
Article 36	Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)
Article 37	Whistleblower Protection Act
Article 38	All Executive Orders Related to Grants
Article 39	Executive Order 14332, Improving Oversight of Federal Grantmaking
Article 40	Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving
Article 41	Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism
Article 42	Acknowledgement of Federal Funding from DHS
Article 43	Activities Conducted Abroad
Article 44	Collection and Use of Personally Identifiable Information
Article 45	Non-Supplanting Requirements
Article 46	Notice of Funding Opportunity (NOFO) Requirements
Article 47	SAFECOM
Article 48	Use of DHS Seal, Logo, and Flags
Article 49	Environmental Planning and Historic Preservation (EHP) Review
Article 50	Applicability of DHS Standard Terms and Conditions to Tribal Nations

Article 51	**Acceptance of Post Award Changes**
Article 52	**Disposition of Equipment Acquired Under the Federal Award**
Article 53	**Prior Approval for Modification of Approved Budget**
Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification**
Article 55	**Incorporation of Information Bulletin No. 582**
Article 56	**Award Performance Goals**
Article 57	**Indirect Cost Rate**

Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications** Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** a. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. b. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. 1) Recipients must cooperate with any DHS compliance reviews or compliance investigations. 2) Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. 3) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4) Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
Article 3	**Age Discrimination Act of 1975** Recipients must comply with the Age Discrimination Act of 1975, Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.
Article 4	**American Security Drone Act of 2023** Recipients must comply with the American Security Drone Act of 2023, of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.

Article 5	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 6	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the Civil Rights Act of 1964, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations are in 6 C.F.R. Part 21. The Federal Emergency Management Agency's (FEMA) implementing regulations are in 44 C.F.R. Part 7.
Article 7	**Civil Rights Act of 1968 – Title VIII** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 C.F.R. Part 100, Subpart D.

Article 8 **Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant. (2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) They will honor requests for cooperation with immigration detainers, including requests for information regarding criminal history, expected release date, actual release date, detention location, nationality, residence, and employment; and requests for short-term detention of not more than 48 hours of an alien pursuant to a valid detainer to allow DHS to assume custody. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. They will not prohibit voluntary cooperation with DHS under 8 U.S.C. § 1357(g). (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (3) By accepting the grant award, recipients are certifying that: They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration by establishing or maintaining programs providing direct financial support or public benefits to illegal immigrants. (a) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (4) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or

	contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (5) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 9	**CHIPS and Science Act of 2022** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or co-investigators (Co-PI) to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	**Drug Free Workplace Act of 1988** Recipients must comply with the Drug-Free Workplace Act of 1988 and drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation of the Drug-Free Workplace Act of 1988.
Article 13	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. FEMA's implementing regulations are in 44 C.F.R. Part 19.

Article 15	**Energy Policy and Conservation Act of 1975** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975.
Article 16	**Equal Treatment of Faith-Based Organizations** Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.
Article 17	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.
Article 18	**Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act** Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material"). (1) Definitions. As used in this term – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary's designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 19	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
Article 20	**Fly America Act** Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List | US Department of Transportation) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990.
Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.
Article 23	**Lobbying Prohibitions** None of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 24	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA).

Article 25	**National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022** (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."
Article 26	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 27	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 28	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 29	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 30 **Reporting Subawards and Executive Compensation**

For federal awards that total or exceed $30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 31 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. a. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: i. applying the domestic content procurement preference would be inconsistent with the public interest; ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%. b. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. c. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 32	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management.
Article 33	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 34	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; (c) Pursuant to the terms and conditions of the federal award; or (d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), the CHIPS and Science Act of 2022 (Public Law 117-167), or Division F of the Infrastructure Investment and Jobs Act (Public Law 117-58). (2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.
Article 35	**Trafficking Victims Protection Act of 2000** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 36	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 37	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.
Article 38	**All Executive Orders Related to Grants** Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
Article 39	**Executive Order 14332, Improving Oversight of Federal Grantmaking** Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
Article 40	**Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving** Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 41	**Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism** Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.
Article 42	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 43	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 44	**Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 45	**Non-Supplanting Requirements** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 46	**Notice of Funding Opportunity (NOFO) Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 47	**SAFECOM** Recipients receiving federal awards made under DHS programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 48	**Use of DHS Seal, Logo, and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 49 **Environmental Planning and Historic Preservation (EHP) Review**

FEMA funded activities that could impact the environment and historic properties are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders (EO). General guidance for FEMA's EHP process is available on FEMA.gov. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant program officer to be put in contact with EHP staff responsible for assisting with their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project. Otherwise, FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground is disturbed during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland.

Article 50 **Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 51	**Acceptance of Post Award Changes** Should FEMA determine that an error has been made in the award package, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at ASK-GMD@fema.dhs.gov for any questions.
Article 52	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a state or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313(e). State recipients must follow the disposition requirements in accordance with state laws and procedures noted in 2 C.F.R. § 200.313(b). Tribal Nations must follow the disposition requirements in accordance with tribal laws and procedures noted in 2 C.F.R. § 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. § 200.313(e).
Article 53	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. § 200.308. For purposes of non-construction projects, FEMA is using its discretion to impose an additional restriction under 2 C.F.R. § 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $350,000) and where the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. § 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance programs that are subject to BABAA must include a Buy America Preference contract provision as noted in 2 C.F.R. § 184.4 and a contractor self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure Policy (FEMA Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Incorporation of Information Bulletin No. 582** Information Bulletin No. 582 and any successor Information Bulletins are incorporated into the terms of this grant award.
Article 56	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.
Article 57	**Indirect Cost Rate** 2 C.F.R. § 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the approved indirect cost rate associated with the award must be documented in the budget or other award materials approved by FEMA and maintained in the official award file.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2025-FG-02356	N/A	956000683	AWARD	WX01671N2026T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF BUBANK 275 E OLIVE AVE BURBANK, CA 91502	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Christine Alles	8182383393	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
09/21/2026	OTHER - FEMA GO	COST SHARING	09/28/2026 to 09/27/2028 **Budget Period** 09/28/2026 to 09/27/2028

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2026-FK-GB01 - P410-xxxx-4101-D	$0.00	$468,181.81	$468,181.81	46,818.19
		Totals	$0.00	$468,181.81	$468,181.81	$46,818.19

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Cynthia Spishak, Acting Associate Administrator Resilience	DATE 09/21/2026

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

Contents

1. Basic Information 3
A. Agency Name 4
B. NOFO Title 4
C. Announcement Type 4
D. Funding Opportunity Number 4
E. Assistance Listing Number 4
F. Expected Total Funding 4
G. Anticipated Number of Awards 4
H. Expected Award Range 4
I. Projected Application Start Date 4
J. Projected Application End Date 4
K. Anticipated Funding Selection Date 4
L. Anticipated Award Date 4
M. Projected Period of Performance Start Date 5
N. Projected Period of Performance End Date 5
O. Executive Summary 5
P. Agency Contact 5
2. Eligibility 6
A. Eligible Entities/Entity Types 6
B. Project Type Eligibility 8
C. Requirements for Personnel, Partners, and Other Parties 8
D. Maximum Number of Applications 9
E. Additional Restrictions 9
F. References for Eligibility Factors within the NOFO 10
G. Cost Sharing Requirement 10
H. Cost Share Description, Type and Restrictions 10
I. Cost Sharing Calculation Example 11
J. Required information for verifying Cost Share 11
3. Program Description 11
A. Background, Program Purpose, and Program History 11
B. Goals and Objectives 12
C. Program Rationale 12
D. Federal Assistance Type 13
E. Performance Measures and Targets 13

F. General Funding Requirements 13
G. Indirect Costs (Facilities and Administrative Costs) 14
H. Management and Administration (M&A) Costs 15
I. Pre-Award Costs 15
J. Beneficiary Eligibility 15
K. Participant Eligibility 15
L. Authorizing Authority 15
M. Appropriation Authority 15
N. Budget Period 15
O. Prohibition on Covered Equipment or Services 16
4. Application Contents and Format 16
A. Pre-Application, Letter of Intent, and Whitepapers 16
B. Application Content and Format 16
C. Application Components 16
D. Program-Specific Required Documents and Information 16
E. Post-Application Requirements for Successful Applicants 16
5. Submission Requirements and Deadlines 16
A. Address to Request Application Package 17
B. Application Deadline 19
C. Pre-Application Requirements Deadline 19
D. Post-Application Requirements Deadline 19
E. Effects of Missing the Deadline 19
6. Intergovernmental Review 19
A. Requirement Description and State Single Point of Contact 19
7. Application Review Information 20
A. Threshold Criteria 20
B. Application Criteria 20
C. Financial Integrity Criteria 22
D. Supplemental Financial Integrity Criteria and Review 22
E. Reviewers and Reviewer Selection 22
F. Merit Review Process 22
G. Final Selection 24
8. Award Notices 24
A. Notice of Award 24
B. Pass-Through Requirements 25
C. Note Regarding Pre-Award Costs 25
D. Obligation of Funds 25
E. Notification to Unsuccessful Applicants 25
9. Post-Award Requirements and Administration 25
A. Administrative and National Policy Requirements 25
B. DHS Standard Terms and Conditions 26
C. Financial Reporting Requirements 27
D. Programmatic Performance Reporting Requirements 27
E. Closeout Reporting Requirements 28
F. Disclosing Information per 2 C.F.R. § 180.335 29

G. Reporting of Matters Related to Recipient Integrity and Performance 29
H. Single Audit Report 29
I. Monitoring and Oversight 30
J. Program Evaluation 30
K. Additional Performance Reporting Requirements 30
L. Termination of Federal Award 31
M. Best Practices 33
N. Payment Information 33
O. Immigration Conditions 35
10. Other Information 35
A. Period of Performance Extension 35
B. Other Information 36
11. Appendices 42
A. Appendix A – Changes 42
B. Appendix B – Programmatic Information and Priorities 42
Supporting Definitions for this NOFO: 44
Community Classifications: 45
Restrictions on Uses of Award Funds: 46
Funding Priorities: Operations and Safety – Training 47
Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training 50
Operations and Safety – Equipment Overview 52
Operations and Safety – Wellness and Fitness Overview 64
Operations and Safety – Modifications to Facilities Overview 66
Regional Applications Overview 68
Vehicle Acquisition Guidelines 70
C. Appendix C – Award Administration Information 76

1. Basic Information

A. Agency Name	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Resilience/Grant Programs Directorate (GPD).
B. NOFO Title	Fiscal Year (FY) 2025 Assistance to Firefighters Grant (AFG) Program
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-25-GPD-044-00-98
E. Assistance Listing Number	97.044
F. Expected Total Funding	$291,600,000
G. Anticipated Number of Awards	1,800 awards
H. Expected Award Range	N/A
I. Projected Application Start Date	05/19/2026 8:00 a.m. Eastern Time (ET)
J. Projected Application End Date	06/22/2026 5:00 p.m. Eastern Time (ET)
K. Anticipated Funding Selection Date	No later than **09/30/2026**
L. Anticipated Award Date	Beginning on approximately August 31, 2026, and continuing thereafter until all FY 2025 AFG Program grant awards are issued (but no later than September 30, 2026).

M. Projected Period of Performance Start Date	**Variable Start Date**[1]
N. Projected Period of Performance End Date	**Variable End Date**
O. Executive Summary	The AFG Program aims to deliver essential resources to equip and train emergency personnel to meet recognized standards. It provides funding to outfit responders with compliant personal protective equipment to enhance their safety during incident response, retrofit or modify facilities to address known health hazards, and acquire emergency response vehicles. Additionally, the program supports the development of health, wellness, and resiliency initiatives to prepare responders for incidents, improve operational efficiency, promote interoperability, and strengthen community resilience.
P. Agency Contact	**a. Fire Grants Program Office Contact** The Fire Grants Program Help Desk provides technical assistance to applicants for completing and submitting applications into FEMA Grants Outcomes (FEMA GO), answers questions about applicant eligibility, recipient responsibilities, and provides support for the programmatic administration of awards. The Fire Grants Program Help Desk can be contact at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m. ET. **b. FEMA Grants News** This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov OR (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET. **c. Grant Programs Directorate (GPD) Award Administration Division** GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov.

[1] FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

	d. FEMA Regional Offices FEMA Regional Offices also may provide fiscal support, including pre- and post-award administration and technical assistance. FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts. **e. Civil Rights** Consistent with Executive Order 14173, Ending Illegal Discrimination & Restoring Merit-Based Opportunity, the FEMA Integration and Coordination Division (ICD) is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at fema-ocr@fema.dhs.gov. **f. Environmental Planning and Historic Preservation** The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov. **g. Payment and Reporting System** FEMA uses FEMA Grants Outcomes (FEMA GO) for financial reporting, invoicing, and tracking payments. The Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment is used for recipients. For any questions about the system, contact the FEMA GO helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET. **h. FEMA GO** For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

2. Eligibility

A. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. **a. Applicants** The following entities or entity types located in the 50 United States, District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico, or any federally recognized tribal government or organization are eligible to apply. If you are unsure of

	your entity, please see: https://www.ecfr.gov/current/title-44/part-152#p-152.1(b). See *Supporting Definitions* for this NOFO: • Fire Departments: Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] three or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. • Nonaffiliated EMS organizations: Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] three or any federally recognized tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program: • Clinics; • Medical centers; • Medical colleges or universities; • Infirmaries; • Surgery centers; and • Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured. State Fire Training Academies: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana

[2] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

	Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico. Applicants must be designated either by legislation or by a governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program. Non-federal airport and/or port authority fire or EMS organizations are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program. **b. Subapplicants** Subapplicants and subawards are not allowed. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including "staff American, stay in America" and security requirements.
B. Project Type Eligibility	**Allowable Project Types** • Operations and Safety; • Vehicle Acquisition; and • Regional Projects.
C. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e. the applicant) may be deemed ineligible when the person that submitted the application is not **1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.** Further, the individual who signs and submits an application must be assigned the role of Authorized Organization Representative (AOR) within the FEMA GO system. The AOR must be a duly authorized

	current employee, personnel, official, staff or leadership of the recipient and **provide an email address unique to the recipient at the time of application. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statues, polices, and procedures including "staff American, stay in America" and security requirements. Subapplicants/subrecipients must submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with the both the names and addresses of the individuals. Resumes are subject to approval.
D. Maximum Number of Applications	The maximum number of applications that can be submitted by a single entity is **three:** one application for Operations and Safety, one application for Vehicle Acquisition, and one application as the host partner for a Regional Project.
E. Additional Restrictions	**a. National Emergency Response Information System (NERIS)** NERIS reporting is not required to apply for the AFG Program. However, fire departments receiving funding must agree to report to NFIRS or NERIS during the performance period. If unable to report at the time of the award, recipients must establish reporting capacity within 24 months and report for at least 12 months once capable. FEMA may request proof of compliance, and noncompliance during the performance period may result in remedies under 2 C.F.R. § 200.339. Nonaffiliated EMS organizations and SFTAs are exempt from NFIRS/NERIS reporting requirements. **b. National Incident Management System (NIMS)** AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2025 AFG Program award must achieve the level of NIMS compliance required by the Authority having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

	Applicants or recipients are required to certify their compliance with federal statutes, DHS directives, polices, and procedures **c. Period of Performance (POP)** The POP for applications funded under the AFG will be 24 months.
F. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1. "Responsiveness Review Criteria" subsection 2. "Financial Integrity Criteria" subsection 3. "Supplemental Financial Integrity Criteria and Review" subsection 4. FEMA may request financial information such as Employer Identification Number (EIN) and bank information as part of the potential award selection. This will apply to everyone prospered, including subrecipients. 5. Appendix B – Programmatic Information and Priorities
G. Cost Sharing Requirement	Applicants selected for this award must commit to an acceptable cost share agreement. Otherwise, they will not be funded. See Sections H and G for cost share requirements.
H. Cost Share Description, Type and Restrictions	Recipient cost sharing is required as described below pursuant to 15 U.S.C.§ 2229(k)(1). Recipients shall make available non-federal funds as described below: • 5 percent for jurisdictions serving a population of 20,000 residents or fewer, • 10 percent for jurisdictions serving a population of 20,000 up to 1 million residents, • 15 percent for jurisdictions serving a population of over 1 million residents. • For SFTAs, the cost share is based on the state's total population. For Regional applications, the cost share is based on the combined population of the primary response areas of the host and partner organizations outlined in a Memorandum of Understanding. **Types of Cost Share** i. **Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional). ii. **Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share

	obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents. **In-kind (Soft Match):** In-kind cost share is not allowable for the AFG Program.
I. Cost Sharing Calculation Example	The cost share calculator is located here: https://www.fema.gov/sites/default/files/documents/fema_gpd-fy23-afg-cost-share-calculator.pdf Total Allowable Costs ÷ Percentage Cost Share = Federal Share to be requested $10,000 ÷ 1.05 (5%) = $9,523.80 $10,000 ÷ 1.10 (10%) = $9,090.90 $10,000 ÷ 1.15 (15%) = $8,695.65
J. Required information for verifying Cost Share	Applicants must submit their plan for cost share within the Request Details (budget) section of the grant application. ***Maintenance of Effort*** Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two fiscal years before the fiscal year an AFG Program grant is awarded. In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance for activities that could be allowable costs under this NOFO at a level that is at least 80 percent or more of the average of what the applicant spent on such costs for those activities in FY 2023 and 2024. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO. Applicants must provide budget information for the year they are applying, as well as the two preceding years. For FY25, that would include the yearly budgets for 2025, 2024, and 2023.

3. Program Description

A. Background, Program Purpose, and Program History

The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs). The program aims to enhance the safety of firefighters and the public in relation to fire and fire-related hazards.

Since its inception, the AFG Program has awarded over $9 billion to help equip and train emergency personnel to recognized standards, improve operational efficiency, foster interoperability, and support community resilience. The program has provided fire apparatuses, personal protective equipment, facility modifications, wellness and fitness activities, and other fire equipment to more than 8,000 unique recipients.

For information about program success stories, visit FEMA's Assistance to Firefighters Grants page: https://www.fema.gov/grants/preparedness/firefighters/assistance-grants.

B. Goals and Objectives

Goal: Enhance the safety of the public and firefighters with respect to fire and fire-related hazards.

Objectives: Provide critically needed resources to:

- Equip and train emergency personnel to recognized standards,
- Outfit responders with compliant personal protective equipment to increase responders' physical protection against hazards during incident response,
- Retrofit or modify facilities to protect personnel from known health hazards,
- Acquire emergency response vehicles,
- Design and implement health, wellness, and resiliency programs that prepare responders for incident response,
- Enhance operational efficiencies, foster interoperability, and
- Support community resilience.

C. Program Rationale

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. By increasing the number of trained firefighters, the AFG Program improves deployment capabilities to respond to emergencies and provide adequate protection from fire and fire-related hazards. The AFG Program also aims to support the following objectives:

- Coordinate Federal Response to Incidents
- Strengthen National Resilience
- Enhance Training and Readiness of First Responders

Through these objectives, FEMA creates a vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

D. Federal Assistance Type
Grant

E. Performance Measures and Targets
Grant recipients must collect data to allow FEMA to measure performance of AFG Program grants. These metrics align with the program's objectives and priorities. FEMA may request information throughout the period of performance. At closeout recipients must submit a final performance report with enough information to show they met the performance goals outlined in their award.

FEMA will assess performance by comparing the number of items, supplies, projects, and activities requested in its application with the number acquired and delivered by the end of the performance period. The following program metrics will be used:

- Percentage of active-duty members equipped with National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA)-compliant personal protective equipment (PPE) for each department that received AFG Program funding.
- Percentage of active-duty members who were equipped with NFPA and OSHA compliant equipment for each department that receives AFG Program funding.
- Number of fire vehicles successfully replaced per industry standards at each department funded to replace fire vehicles.
- Percentage of new active-duty members achieving Firefighter Training Levels I and II within one year of coming into service at each department funded for training.
- Percentage of the facility modifications required to comply with state, local, NFPA, or OSHA standards on housing and readiness posture that were successfully made for each department funded for facility modifications.
- Percentage of active-duty members meeting physical/mental readiness requirements through health programs at each department funded for wellness and fitness.

F. General Funding Requirements
Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Population of the jurisdiction served by the recipient	Maximum award in FY 2025	Statutory waiver available subject to extraordinary need?
100,000 or fewer	No more than $1 million	None available
100,001 – 500,000 people	No more than $2 million	None available

500,001 – 1,000,000 people	No more than $2.91 million	None available
1,000,001 – 2,500,000 people	No more than $2.91 million	Yes, but no more than $6 million
More than 2,500,000 people	No more than $2.91million	Yes, but no more than $9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for $1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

Allocations and Restrictions of Available Grant Funds by Organization Type

- Fire Departments: Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75%).
- Nonaffiliated EMS Organizations: Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
- Emergency Medical Services Providers: Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
- State Fire Training Academy: Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than $500,000 of available federal grant funds may be awarded per SFTA applicant.
- Vehicles: Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
- Micro Grants: The selection of the voluntary Micro Grant option (cumulative federal funding of $75,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

Recipients may not use federal funds or any cost share funds for the following activities:

- Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
- Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450.
- Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

G. Indirect Costs (Facilities and Administrative Costs)

Indirect costs are NOT allowed.

H. Management and Administration (M&A) Costs
M&A costs are allowed.

M&A costs are allowed by Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4. M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring.

M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be considered for an award.

M&A are not overhead/operational costs but are necessary direct costs incurred in support of the federal award or because of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

I. Pre-Award Costs
The following pre-award costs are allowable:

1. Fees for Grant Writers (capped at $1,500 of federal funds per application)

The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.

FEMA must provide written confirmation that the costs have been reviewed and determined the costs are justified, unavoidable, and consistent with the grant's scope of work.

Pre-award costs must comply with 2 C.F.R. § 200.458, ensuring they are necessary for the efficient and timely performance of the grant.

J. Beneficiary Eligibility
There are no program requirements to be an eligible beneficiary. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

K. Participant Eligibility
There are no program requirements to be an eligible participant. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

L. Authorizing Authority
Section 33 of The Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 U.S.C § 2229).

M. Appropriation Authority
Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 § 1101.

N. Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

O. Prohibition on Covered Equipment or Services
Recipients, sub-recipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which restrict the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services for more information.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers
Pre-applications, letters of intent, and whitepapers are not required nor encouraged to be eligible to apply.

B. Application Content and Format
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Applications must include information regarding department and program-specific priorities, details demonstrating department eligibility, and four narratives: Financial Need, Project Description, Cost/Benefit, and Statement of Effect. Each narrative section has a limit of 4,000 characters, including spaces.

C. Application Components
All applicable forms are in the FEMA GO system and filled out as part of the application submission process. The forms below do not require separate upload. The following forms will be filled out during the application process in FEMA GO:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
- SF-424B, Standard Assurances (Non-Construction)
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information
For program specific updates and information please see Appendices A, B, and C.

E. Post-Application Requirements for Successful Applicants
Applicants likely to be funded may receive a request for additional information by email prior to award. Applicants must respond to the request to move forward with the grant review process.

5. Submission Requirements and Deadlines

A. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Steps Required to Apply for an Award Under This Program and Submit an Application:

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;

b. In the application, provide an UEI number;

c. Have an account with login.gov;

d. Register for, update, or verify their System for Award Management (SAM) account and ensure the account is active before submitting the application;

e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;

f. Submit the complete application in FEMA GO; and

g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per 2 C.F.R. § 25.110(a)(2)(iv), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a UEI number, EIN, and an active SAM registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an EIN. The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to: Register with SAM

Note: per 2 C.F.R. § 25.200 , applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see: FEMA GO Startup Guide

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information, and any program-specific information required. Standard Forms (SF) may be accessed in the Forms tab under the: SF-424 Family | Grants.gov.

Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline
06/22/2026 05:00 PM Eastern Time

C. Pre-Application Requirements Deadline
Not applicable

D. Post-Application Requirements Deadline
Not applicable

E. Effects of Missing the Deadline
All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

Applicants experiencing system-related issues have until 3:00 PM ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact
An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372.

7. Application Review Information

A. Threshold Criteria

Automatic disqualification of the application will occur if any of the conditions and instructions are not followed in Appendix B of this Notice of Funding Opportunity.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
- However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229 (a), (c).
- Submitting multiple applications for the same equipment or activity (e.g., self-contained breathing apparatus [SCBA] under both Regional and Operations and Safety activities, or two applications for the same vehicle) may result in disqualification of both applications. This rule does not apply if an applicant is applying on behalf of multiple agencies (e.g., fire departments within the same county or city). In such cases, the applicant can request similar equipment, as long as the application clearly specifies the equipment and quantities for each agency. Multiple applications across regional and direct categories are allowed in this scenario.

.

B. Application Criteria

FEMA sets funding priorities and evaluation criteria for AFG Program applications based on recommendations from the Criteria Development Panel (CDP). Each year, FEMA brings together a panel of fire service professionals to establish these priorities and criteria. The panel provides input on funding priorities and helps develop the criteria used to award grants.
The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs

- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

CDP and Application Evaluation
CDP advises FEMA on creating or updating funding priorities and developing criteria for awarding grants. This Notice of Funding Opportunity (NOFO) reflects the CDP's recommendations regarding priorities, direction, and award criteria.

FEMA ranks all complete applications based on how well they align with the program priorities for the specific activity. Responses to the activity-specific questions in the application are used to determine each application's ranking relative to these priorities.

AFG Program applications go through a multi-phase review process:

1) Electronic Pre-Scoring
2) Peer Review
3) FEMA Internal Review

1. Electronic Pre-Scoring

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre- score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

2. Peer Review

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service personnel recommended by national fire organizations. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Peer reviewers will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score. Peer reviewers will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree, or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

3. FEMA Internal Review

Applications within the fundable range undergo a Technical Review by subject-matter experts and a FEMA Program Office review. The FEMA Program Office evaluates costs, quantities, feasibility, eligibility, and recipient responsibility before recommending awards. During TEP, Appendix B is used to address eligibility corrections, though this phase is not scored. Partial funding may be recommended based on assessment findings.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review

Before making an award expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. § 134, over the period of performance:

1. FEMA is required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection

All applications will be evaluated through the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP.

F. Merit Review Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process.

Narrative Evaluation Criteria

Narrative Statements are a key part of the application process and must provide clear, detailed, and specific information about the proposed activities for which funding is requested. Applicants

must explain how the proposed activities align with the Operations and Safety Activity or the Vehicle Acquisition Activity.

FEMA reviews applications for duplication, including narratives and statistical data. All elements of the Narrative Statements must be original, and all statistical data must be accurate. Applications with narratives that include substantial copying of sentences or paragraphs or inaccurate data that could mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will result in disqualification.

Peer review panelists will evaluate and score each project based on the narrative elements defined below. Each narrative section is limited to 4,000 characters, including spaces and punctuation

Financial Need

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

Applicants must explain their financial need, detailing budget constraints, failed attempts to secure other funding, and showing that the financial distress is beyond their control, in line with the AFG Program's intent.

Project Description and Budget

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

The Project Description and Budget statement should explain the project objectives, their connection to the budget, and risk analysis. Applicants should describe activities, align them with project objectives, their mission, and relevant requirements, and link expenses to operations, safety, and project goals.

Cost Benefit

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

Applicants should explain how they will address operational and personnel safety needs, focusing on cost effectiveness and asset sharing. The statement should detail how grant funding will maximize benefits, including reasonable costs like overhead and administrative expenses. Requests should align with the applicant's mission and show how funding will benefit their organization and personnel.

Statement of Effect on Operations

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

The Statement of Effect on Operations should explain how the funding will improve the organization's effectiveness, daily operations, and risk reduction. Applicants should detail how often and in what capacity the requested items will be used, their benefits to the community, and how they enhance the ability to save lives and property. Jurisdictions emphasizing fire risk reduction through code enforcement and mitigation strategies, including FEMA-approved plans, may receive higher consideration.

G. Final Selection

Technical Evaluation Process (TEP)

The highest scoring project(s) for both activities will be considered within the fundable range. Projects that are in the fundable range will undergo a Technical Review by the FEMA Program Office before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. Additionally, FEMA will review whether the project duplicates other federally funded research or prevention activities. Once the TEP is complete, a final ranking of projects will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B - Programmatic Information and Priorities of this NOFO.

FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant. Requests may be recommended for partial funding based on findings made during this assessment.

In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative (AOR) must carefully review the federal award package before accepting the award. The package includes instructions for administering the award as well as the terms and conditions.

By submitting an application, applicants agree to comply with the requirements outlined in this NOFO and adhere to the terms and conditions of the federal award if selected.

FEMA will provide the federal award package electronically via FEMA GO. The package includes an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. A notification email with the award package will be sent to the submitting AOR through the grant application system.

Recipients must accept their awards no later than 30 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

Funds will remain on hold until the recipient accepts the award in FEMA GO and satisfies all other award conditions, or until the award is rescinded. Failure to accept the grant award within the specified timeframe may result in a loss of funds.

During the review process, FEMA may have modified the application request(s). Any modifications will be detailed in the award package provided with the offer of an award. If the awarded activities, scope of work, or funding amounts differ from the original application, the recipient is only responsible for completing the activities funded by FEMA. The recipient is not obligated to start, modify, or complete any activities that were requested but not funded. The award package will outline any changes in the approved scope of work section.

B. Pass-Through Requirements
None

C. Note Regarding Pre-Award Costs
Even if pre-award costs are allowed, beginning performance is at the applicant's risk.

D. Obligation of Funds
The grant funds are obligated in accordance with applicable laws, and no later than upon award.

E. Notification to Unsuccessful Applicants
FEMA will provide all applicants who do not receive a FY 2025 AFG Program award with a turndown notification after September 30, 2026.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements
Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference. Pursuant to the preliminary injunction order issued on November 21, 2025, in *County of Santa Clara et al. v. Noem, et al.*, No. 25-cv-08330-WHO (N.D. Cal.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective. Also,

pursuant to the preliminary injunction order issued on November 21, 2025, in *City of Chicago et al. v. Noem, et al.*, No. 25-CV-12765 (N.D. Ill.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective.

In accordance with Executive Order 14305, Restoring American Airspace Sovereignty (June 6, 2025), and to the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under this NOFO are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking, or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal, and territorial agencies. Recipients must comply with all applicable federal, state, and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment, or services.

B. DHS Standard Terms and Conditions

A recipient under this funding opportunity must comply with the DHS Standard Terms and Conditions in effect as of the date of the federal award, unless a term and condition specifically indicates otherwise. The DHS Standard Terms and Conditions are available online: DHS Standard Terms and Conditions | Homeland Security. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package.

A recipient under this funding opportunity must comply with the FY 2026 Department of Homeland Security Standard Terms and Conditions, with the following exceptions. The term titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" and paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" do not apply to any federal award under this funding opportunity.

Pursuant to the preliminary injunction order issued on November 21, 2025, in *County of Santa Clara et al. v. Noem, et al.*, No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) The DHS Standard Term and Condition titled " Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act "; and (2) the DHS Standard Term and Condition titled "All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms will immediately become effective. As stated above, Paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on November 21, 2025, in *City of Chicago et al. v. Noem, et al.*, No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) the DHS Standard Term and Condition titled " Federal

Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act"; and (2) the DHS Standard Term and Condition titled " All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms will immediately become effective. As stated above, paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on October 31, 2025, in *City of Seattle v. Trump, et al.*, No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: the DHS Standard Term and Condition titled " Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act ". If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective. As stated above, Paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

C. Financial Reporting Requirements

Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425), is available online at: SF-425 OMB #4040-0014. A tutorial is available here under https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf

Recipients must submit the FFR semi-annually throughout the Period of Performance (POP) as detailed below:

- **A.** No later than July 30 (for the period Jan. 1 – June 30)
- **B.** No later than January 30 (for the period July 1 – Dec. 31)
- **C.** Within 120 days after the end of the Period of Performance

The final FFR is due within 120 days after the end of the POP.

FEMA may withhold future federal awards and cash payments if the recipient does not submit timely financial reports, or the financial reports submitted demonstrate lack of progress or provide insufficient detail.

D. Programmatic Performance Reporting Requirements

1. A Performance Report must be submitted semi-annually throughout the POP. A tutorial is available here: https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf
2. A Performance Report must include:
    a. A brief narrative of overall project(s) status indicating progress toward project objectives;

b. A summary of project expenditures;
c. A summary of any products from research activities;
d. A description of any potential issues that may affect project completion; and
e. Other information specific to the Activities awarded.

3. The Performance Report must be submitted through FEMA GO.
4. Performance Report Due Dates
    a. No later than July 30 (for the period Jan. 1 – June 30)

5. No later than January 30 (for the period July 1 – Dec. 31)]

E. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

- The final request for payment, if applicable.
- The final FFR.
- The final progress report detailing all accomplishments.
- A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.
- Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334, this maintenance requirement is three years from the date of the final FFR.

Also, pass-through entities are responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the subaward period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of their prime award. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(e).

A closeout tutorial is available here
https://www.fema.gov/sites/default/files/documents/fema_afg-closout-tutorial.pdf

Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award if no activity is taken during the period of performance (submitting of reports, financial drawdowns). FEMA will use available award information in lieu of final recipient reports, per 2

C.F.R. § 200.344(h)-(i). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

Additional Reporting Requirements

Anytime there is a chance in personnel for any of the awardees and/or subrecipients, their information needs to be submitted for approval (all the previous personal information identified).

F. Disclosing Information per 2 C.F.R. § 180.335
Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at 2 C.F.R. § 180.995) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

This is requirement is fully described in 2 C.F.R. §180.335.

Additionally, 2 C.F.R. § 180.350 requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

G. Reporting of Matters Related to Recipient Integrity and Performance
Appendix XII to 2 C.F.R. Part 200 states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds $10,000,000 at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

H. Single Audit Report
Any non-Federal entity that must be audited (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2 C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 2 C.F.R. §§ 200.507.

Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards.

I. Monitoring and Oversight

Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a Federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

J. Program Evaluation

Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), PUBL435.PS urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement towards program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. § 200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R. § 200.413.

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements

Not applicable

L. Termination of Federal Award

The FY 2026 DHS Standard Terms and Conditions sets forth a term and condition entitled "Termination of a Federal Award". The termination provision condition listed below applies to the grant award and the "Termination of a Federal Award" term and condition in the FY 2026 DHS Standard Terms and Conditions does not.

Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

   i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

   ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

   iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

   iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

   v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

   vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

   vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

d. For convenience, including, but not limited to, when the award no longer advances agency priorities or the national interest.

1. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated the pass-through recipient will terminate its subawards.

2. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reason identified in 2 C.F.R. § 200.340: Upon sending FEMA or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or pass-through entity may terminate the federal award in its entirety.

3. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and § 200.345.

4. Notification Requirements
    a. FEMA must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.
5. Opportunities to Object and Appeal
    a. Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity and describe the process to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.
6. Effects of Suspension and Termination
    a. The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. 200.343.

M. Best Practices
While not a requirement in the DHS Standard Terms and Conditions, as a best practice: Entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems. Additionally, "The recipient and subrecipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information." 2 C.F.R. § 200.303(e).

N. Payment Information
Recipients will submit payment requests in FEMA GO for FY 2025 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, recipients will be notified by FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." *See* 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
5. Is funding provided directly or indirectly to a subrecipient?
    a. If **no,** include statement "This grant funding is not being directed to a subrecipient."
6. If **yes**, provide the following details:
    a. The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
    b. Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
    c. Whether the payment request includes an activity involving support to aliens.
    d. Whether the subrecipient has any diversity, equity, and inclusion practices.[3]

---

[3] Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the DHS Standard Term and Condition titled "Anti-Discrimination" does not apply

7. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 CFR part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

O. Immigration Conditions
The term titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" and paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" in the FY 2026 DHS Standard Terms and Conditions do not apply to any federal award under this funding opportunity.

10. Other Information

A. Period of Performance Extension
Extensions to the Period of Performance (POP) for this program are allowed.

Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request. Recipients should request extensions only under *exceptional* circumstances. Approval is not guaranteed. AFG grants with a two-year POP are not expected to need an extension, except for vehicle/apparatus awards.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;

---

to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

As stated above, Paragraph(2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if any of these preliminary injunctions are stayed, vacated, or extinguished.

2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

Recipients must submit all proposed extension requests to FEMA for review and approval at least 120 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. Extensions are typically granted for no more than six-months.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity or activities;
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity or activities will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

B. Other Information

a. Environmental Planning and Historic Preservation (EHP) Compliance

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants and programs funded by FEMA, comply with federal EHP laws, Executive Orders, regulations, and policies.

Recipients and subrecipients proposing projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, and/or new construction and/or replacement of buildings, structures, and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as threatened or endangered species, historic properties, or communities with environmental justice concerns; submitting a detailed project description with supporting documentation to determine whether the proposed project has the potential to impact EHP resources; and, identifying mitigation measures and/or alternative courses of action that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal

funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen impacts to EHP resources and bring the project into EHP compliance.

EHP guidance is found at Environmental Planning and Historic Preservation. The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards (44 C.F.R. § 9.11(d)(6)). For actions located within, or that may affect, a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf.

Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-1. https://www.fema.gov/sites/default/files/documents/fema_gpd-dhp-policy-guidance.pdf

b. Procurement Integrity

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in 2 C.F.R. §§ 200.317 – 200.327. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the Procurement Under Grants (PUG) Manual and Contract Provisions Guide. Additional resources, including a schedule of upcoming trainings can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) and tribal governments must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and tribal governments must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for Procurements and 2 C.F.R. § 200.327 regarding required contract provisions. States, but not tribal governments, must also follow 200.323 regarding procurement of recovered materials.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable State, Local, Tribal, and Territorial

(SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

1. Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB revised parts of Title 2 of the Code of Federal Regulations, including procurement standards. These updates apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless stated otherwise. The revisions include changes to federal procurement standards, which outline how FEMA award recipients and subrecipients must make purchases under a FEMA award.

More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award.

2. Competition and Conflicts of Interest

Under 2 C.F.R. § 200.319(b), local government and nonprofit recipients or subrecipients must exclude contractors who develop or draft specifications, requirements, statements of work, or invitations for bids from competing for those procurements. FEMA considers these activities an organizational conflict of interest and extends this restriction to contractors who assist in preparing grant applications, project plans, or project budgets. Additionally, former employees are prohibited from managing the grant or executing a contract if they were involved in these activities while employed by the recipient or subrecipient.

Under this prohibition, federal funds cannot be used to pay a contractor to execute work if that contractor was also involved in developing the specifications, unless the recipient or subrecipient procured a contract for both development and execution in compliance with 2 C.F.R. §§ 200.317–200.327. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, and post-award costs, such as grant management fees.

In addition to organizational conflicts of interest, situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Under 2 C.F.R. § 200.318(c)(1), local government and nonprofit recipients or subrecipients are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal

award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

Under 2 C.F.R. 200.318(c)(2), if the local government and nonprofit recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a SLTT government, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The recipient or subrecipient must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

3. Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information about General Services Administration (GSA) programs for state, local, and tribal governments, and their instrumentalities, can be found at Programs for state and local governments and authorized organizations and help for state, local, and tribal governments to make MAS buys | GSA.

4. Procurement Documentation

Per 2 C.F.R. § 200.318(i), local government and nonprofit recipients or subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and tribal governments are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;

- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

c. Financial Assistance Programs for Infrastructure

1. Build America, Buy America Act

Recipients and subrecipients must comply with FEMA's implementation requirements of the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects and Office of Management and Budget (OMB), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or

- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or

- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: Build America, Buy America Act | FEMA.gov.

d. Mandatory Disclosures

The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award, 2 C.F.R. § 200.113.

e. Adaptive Support

Pursuant to Section 504, of the Rehabilitation Act of 1973 , recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

f. Record Retention

1. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. See 2 C.F.R. §200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases.

2. Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts

- Invoices
- Cancelled checks

h. Actions to Address Noncompliance
Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.
In the case of any potential or actual noncompliance, FEMA may place specific conditions on an award per 2 C.F.R. §§ 200.208 and 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both.
Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.
If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339.

i. Audits
FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award.

11. Appendices

A. Appendix A – Changes

Appendix A contains a brief list of changes between FY 2024 and FY 2025 to the AFG Program. Changes to the FY 2025 AFG NOFO include:

1. Under Wellness and Fitness Activity: Priority 1 programs are now designated as **High Priority**, while Priority 2 programs are designated as **Medium Priority**.
2. Under Wellness and Fitness Activities: ineligible participants have been updated to anyone other than fire personnel, fire inspector, or EMS personnel.
3. Excess Funds restrictions have been updated.
4. Period of performance extensions and amendment requirements have been updated.
5. Props (single-use or permanent) essential for training programs requested in the application cannot exceed $100,000 for Operations and Safety.

B. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

1. Applicants sharing facilities:

Fire departments and nonaffiliated EMS organizations are recognized as distinct entities for AFG eligibility if they have distinct funding streams, personnel rosters, and EINs, even if they share the same facilities. Such entities sharing facilities may submit separate applications. However, applications to fund the same activity may require a review by FEMA to prevent the duplication of benefits.

2. Ineligible Applications and/or Organizations:

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
- However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229 (a), (c).
- Submitting multiple applications for the same equipment or activity (e.g., SCBA under both Regional and Operations and Safety activities, or two applications for the same vehicle) may result in disqualification of both applications. This rule does not apply if an applicant is applying on behalf of multiple agencies (e.g., fire departments within the same county or city). In such cases, the applicant can request similar equipment, as long as the application clearly specifies the equipment and quantities for each agency. Multiple applications across regional and direct categories are allowed in this scenario.

Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle.

- For **Operations and Safety applications**, applicants may request multiple activities and multiple items within each activity.
- For **Vehicle applications**, applicants may submit one application for a vehicle activity (or activities) for their department and a separate application for a Regional vehicle. However, the same vehicle(s) cannot be requested in both applications.

All duplicate application submissions may be disqualified.

Supporting Definitions for this NOFO:

Authority having Jurisdiction (AHJ) is an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure (Per NFPA 101, 2021 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2020 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Non-federal airport and/or port authority fire or EMS organizations: are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

State Fire Training Academies: A SFTA must be designated either by legislation or by a governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

Community Classifications:

The information provided by the applicant organization in the Applicant Characteristics and Community Description sections of the AFG Program application determines whether FEMA classifies the jurisdiction as urban, suburban, or rural. This community classification influences the funding priority for the application.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit the Census website at Urban and Rural.

FY 2025 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ Population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 Population
Water Supply (% of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants

Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

Applicants should review the funding priorities in Appendix B of this NOFO, categorized as "**High**," "**Medium**," or "**Low**." FEMA prioritizes funding for "**High**" priority items first. Requesting "**Medium**" or "**Low**" priority items may lower the overall application score. For Operations and Safety – Equipment, only "**High**" priority items will be considered for funding.

Restrictions on Uses of Award Funds:

AFG Program funds cannot be used for hiring (part-time or full-time), salaries, benefits, or fringe benefits (e.g., contributions for social security, insurance, workers' compensation, or retirement plans) for any personnel. However, the following personnel-related expenses are allowable:

- **Backfill and Overtime/Lost Wages**: Documented costs for backfill and/or overtime to support awarded training activities are eligible.
- **Instructor Rates**: Applicants must include instructor base rates in the application narrative, along with market-researched competitive rates for delivering the requested training.
- **Internal Instruction**: If training is provided by an existing member of the recipient organization, only the established base rate of compensation (excluding benefits or overtime) is eligible for reimbursement.

Recipients are encouraged to share the benefits of awarded activities with other organizations, such as filling SCBA cylinders, cleaning turnout gear, or offering excess training capacity. If costs associated with shared benefits (e.g., backfill, overtime, tuition) for members outside the recipient's department are included, the applicant must apply as a regional applicant.

Activity Alignment:

Items requested under Additional Funding must align with the same Activity area as the primary request. Improper requests with misaligned items may be disqualified.

Allowable Requests:

- **Rapid Intervention Team (RIT) Packs**: May be requested under the PPE activity if supporting an SCBA request. If not supporting an SCBA request, RIT packs must be requested under the Equipment activity.
- **PPE Gear Bags**: Eligible under the PPE activity only when associated with a PPE gear request.
- **Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile)**: May be requested under the PPE activity in support of a Regional SCBA request. If not supporting an SCBA request, these items must be requested under the Equipment activity.
- **PPE Gear Washer/Extractor/Dryer**: May be requested under the PPE activity in support of a PPE gear request. If not supporting a PPE gear request, these items must be requested under the Equipment activity.

Application Requirements:

- **Dropdown Selection**: Items must be requested using the appropriate individual item dropdowns in the application. For example, nozzles and appliances should be requested under the "Appliance(s)/Nozzle(s)" option, not under the "hose (Attack/Supply)" dropdown.
- **Bundled Requests**: Bundled item requests must include detailed information on the number of units and cost per individual component. Requests without these details will not be considered for funding.

Funding Priorities: Operations and Safety – Training

Overview FEMA has determined that hands-on, instructor-led training, which adheres to a national, state, or DHS-adopted standard and leads to a national or state certification, offers the greatest training benefit. All of the following are considerations in pre-scoring and peer review determinations: **High** (**H**), **Medium** (**M**), **Low** (**L**)

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training evaluated using national or state standards
H	Training that brings a department into compliance with recommended NFPA or other national standards
H	Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	Training that does not result in certification

M	Training that is self-directed/validated
L	Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Firefighter I, II	1001	**H**	**H**	**H**
Fire/Emergency Services Instructor	1041	**H**	**H**	**H**
Hazardous Materials Response- Awareness, Operations, Technician	470	**H**	**H**	**H**
Infection Control	1581	**H**	**H**	**H**
Confined Space Response- Awareness, Operations, Technician	2500	**H**	**H**	**H**
Wildland firefighting (basic)	1140	**H**	**H**	**H**
Wildland firefighting certification (red card)	1140	**H**	**H**	**H**
Wildland Fire Officer	1051	**H**	**H**	**H**
Rapid Intervention Training	1407	**H**	**H**	**H**
Fire Officer	1021	**H**	**H**	**H**
Emergency Medical Responder	N/A	**H**	**H**	**H**
Emergency Medical Technician	N/A	**H**	**H**	**H**
Advanced Emergency Medical Technician to Paramedic	N/A	**H**	**H**	**H**
Paramedic	N/A	**H**	**H**	**H**

Paramedic to Community Paramedic	N/A	**H**	**H**	**H**
Firefighter Safety and Survival	1407	**H**	**H**	**H**
Safety Officer	1026,1521	**H**	**H**	**H**
Fire Apparatus Driver/Operator	1002	**H**	**H**	**H**
Fire Prevention	1037,1730	**H**	**H**	**H**
Fire Inspector	1031	**H**	**H**	**H**
Fire Investigator	921,1033	**H**	**H**	**H**
Fire Educator	1035	**H**	**H**	**H**
NIMS/Incident Management System (IMS)	1026,1561	**H**	**H**	**H**
Emergency Scene Rehab	1584	**H**	**H**	**H**
Critical Incident Debriefing/Crisis Intervention	1500	**H**	**H**	**H**
Any training to a National/State or NFPA standards	N/A	**H**	**H**	**H**
Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Compliance with federal/state- mandated program	N/A	**H**	**H**	**H**
Technical Rescue-Operations, Technician	1006, 2500	**H**	**H**	**H**
Vehicle Rescue	2500	**H**	**H**	**H**
Another officer	1021	**H**	**H**	**M**

Aircraft Rescue Firefighting (ARFF)	440, 460,1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty	N/A	H	H	H
Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Training to address a local risk not elevated to a national or state	N/A	M	M	M
Specialized Training	N/A	M	M	M
Maritime Firefighting	1005, 1405,1910	L	L	L
Instructor-led training that does not lead to certification	N/A	L	L	L
Self-taught courses	N/A	L	L	L
Training not elevated to a national or state standard	N/A	L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to help fire departments and nonaffiliated EMS personnel meet educational and performance requirements. Training should align with the U.S. National highway Traffic Safety Administration's National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), which maintains a national standard and provides certification information for paramedics relocating to another state.

Higher Priority Training Activities:

FEMA assigns higher priority to the following training activities due to the time and cost associated with upgrading an organization's response level:

- Upgrading from Emergency Medical Responder (EMR) to EMT.
- Upgrading from Advanced EMT (AEMT) to Paramedic.

- Training Community Paramedics.

Organizations seeking to train a high percentage of active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to $10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, lodging expenses, etc.) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed $100,000 per prop for Operation and Safety requests; this does not apply to SFTA requests.
Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	

• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

Operations and Safety – Equipment Overview

AFG grants fund equipment for effective response, firefighting, rescue and emergency medical operations to enhance public safety.

Reminder: When requesting training for any items in this section, enter the request under "Additional Funding" in the "Request Details" section of the application. Clearly specify the type and scope of training, timeframe, and other relevant details in the item description section. The training must be directly related to the use of the equipment (e.g., vendor training) and must not duplicate courses listed under the Training activity.

Also note:

- Accountability Systems: these should be requested under the Equipment activity.
- Simulators, Tow Vehicles, and Fire/Evolution Props: All mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Monitors/Defibrillators: Requests should be based on the number of transport and non-transport ALS response vehicles in the fleet (e.g., medic engine, medic chase vehicle, ALS ambulance).
- P-25 Compliant Portable Radios: Requests must be based on the number of seated riding positions or active department members and must be justified in the request narratives.
- P-25 Mobile Radios: Requests must be based on the number of vehicles in the fleet.
- Replacement of Obsolete or Damaged Equipment: Requests must ensure the applicant meets applicable industry, local, state, and national standards.
- Equipment Product Lifecycles: Equipment is categorized by age as Short (5–7 years), Intermediate (8–14 years), or Long (15–20 years). Items are compared only to others within the same lifespan category to ensure fair scoring. The product lifespan does not affect the score but ensures even comparison of similar equipment types.

All of the following are considerations in pre-scoring and peer review determinations:

Only high (H) priority equipment items listed below will be considered for funding.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants - **M** Regional Applicants - **H**	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA – **H**
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic hand Tools (Structural/Wildfire)	Basic hand Tools (Structural/Wildfire)
M H	Intermediate	Electric/Gas Powered Saws/Tools - **M**	Electric/Gas Powered Saws/Tools - **H**
M H	Short	Fit Tester - **M**	Fit Tester – **H**
Priority	**Age Category**	**Fire and Fire Regional**	**SFTA**
M H	Long	Foam Eductors - **M**	Foam Eductors - **H**

H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - **M**	Ladders - **H**
M H	Short	Personal Accountability Systems - **M**	Personal Accountability Systems - **H**
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props - **M**	Props - **H**
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - **M**	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - **H**
M H	Short	Simulators (including virtual) - **M**	Simulators (including virtual) - **H** Repairs and upgrades (non-construction) to existing Simulators - **H**
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - **L** Software and LMS to support training for Regional - **M**	Software and LMS to support training - **H**
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
M H	Intermediate	Base Station (must be P-25 Compliant) - **M**	Base Station (must be P-25 Compliant) - **H**
M H	Intermediate	Headsets - **M**	Headsets - **H**

M H	Intermediate	Mobile Radios (must be P-25 Compliant) - M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P-25 Compliant) - M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) - M	Pagers (limited to number of active members) - H
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
Priority	**Age Category**	**Fire and Fire Regional**	**SFTA**
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Suction Unit (Non-Disposable)	Suction Unit (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Power Stair Chair	Power Stair Chair
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretcher	Stretcher
L	Intermediate	Backboard	Backboard
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit

L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)
EXTRICATION			
M H	Intermediate	Cutter/Spreader - M	Cutter/Spreader - H
M H	Intermediate	Vehicle Extrication Equipment - M	Vehicle Extrication Equipment - H
HAZARDOUS MATERIALS			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator

Priority	Age Category	Fire and Fire Regional	SFTA
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CHEMICAL BIOLOGICAL RADIOLOGICAL NUCLEAR EQUIPMENT (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection
Priority	**Age Category**	**Tow Vehicles**	**Applicant Type**
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department
Priority	**Age Category**	**Nonaffiliated EMS**	**Nonaffiliated EMS Regional**

COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
H	Intermediate	Power Stair Chair	Power Stair Chair

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints

L	Intermediate	Stretchers	Stretchers
L	Intermediate	Backboards	Backboards
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	**Purpose of Request**	**Definition**
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.
Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	**Purpose of Request**	**Definition**
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.
Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:		
• Shipping, taxes, assembly, and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/ construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD • Training specific to the requested equipment	• Requested support activities for equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP • Computing device may be considered for reimbursement if essential to the operation of the funded equipment.	
Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:		
• Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) and carrier plans	• Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any	

• Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) • Vehicle mounted fans	drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment

Key Requirements for Interoperable Communications Equipment under the AFG Program:

- **Eligibility**: the acquisition of P-25 compliant interoperable communications equipment is the only eligible activity for interoperable communications equipment under the AFG Program.
- **P-25 Compliance**:
  - P-25 compliant equipment features a digital platform that is programmable, scalable, and capable of communicating in analog mode with legacy radios, as well as in both analog and digital modes with other P-25 equipment.
  - P-25 compliance enhances interoperability, enabling first responders to effectively communicate and coordinate during all-hazard responses.
  - Non-P-25 compliant equipment is not allowed, and no waivers for P-25 compliance will be granted.
- **SAFECOM Guidance**: Recipients must comply with the SAFECOM Guidance for Emergency Communication Grants, including technical standards that ensure and enhance interoperable communications.
- **Documentation Requirements**: Recipients must obtain and retain documented evidence that the equipment has been tested and meets all applicable P-25 compliance requirements. This documentation must be available for submission to FEMA upon request.
- **Application Affirmatio**n: While applicants are not required to specify a particular P-25-compliant product in their application narrative, they must affirm that the requested or acquired interoperable communications equipment will meet P-25 compliance standards.
- Note: Recipients using FY 2025 AFG Program funds for emergency communications activities must review and comply with the SAFECOM Guidance for Emergency Communication Grants available at SAFECOM Guidance. This guidance includes provisions on technical standards to ensure and enhance interoperable communications.

Emergency communication equipment, such as portable radios, must adhere to these standards. Additionally, recipients must ensure their projects align with their state's Statewide Communications Interoperability Plan (SCIP) to support coordinated and effective emergency communications. Operations and Safety – PPE Overview AFG Program funds may only be used to acquire new, compliant PPE for firefighting and nonaffiliated EMS personnel. Only PPE compliant with the most current editions of NFPA 1971, 1977, 1981, and/or 1999 is eligible. The acquisition of used, refurbished, or updated PPE is ineligible for reimbursement. PPE requests should prioritize increasing firefighter safety. Replacement and Inventory Requirements: When requesting to replace or purchase new PPE (e.g., Turnout Gear or SCBA), applicants must provide the age of the items being replaced.

- Accurately describe and account for all PPE items in the current inventory within the application narrative.

PFAS-Free PPE:

- Exposure to Per- and Polyfluoroalkyl Substances (PFAS) has been linked to cancer and other health effects.
- Recipients are strongly encouraged to:
- Ask vendors about compliance with PFAS-free materials.
- Purchase PFAS-free gloves, hoods, boots, and other items where readily available.

Noncompliance and Replacement Guidelines:

- Based on NFPA 1851, PPE (including SCBA) is considered noncompliant if:
- It is at least 10 years old and 2 NFPA cycles behind the current standard.
- PPE less than 10 years old and 2 NFPA cycles behind may be eligible for replacement if it is deemed damaged, unsafe, or unrepairable, with sufficient justification provided.

High-Priority Requests:

- **SCBA Face Pieces:**
  - Requesting or replacing an SCBA face piece for each operational member is a **High Priority**.
  - Additional face pieces beyond those included with SCBA units must be requested as separate line items (e.g., if 35 face pieces are needed but only 25 SCBA units are requested, the remaining 10 face pieces must be listed separately).
- **Complete Gear Sets:**
  - **Structural/Proximity PPE Turnout Gear (NFPA 1971 Compliant)**:
    - One pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles.
    - If statutorily required, additional PPE (e.g., Personal Safety/Rescue Bailout Systems) will be considered part of a complete set.
  - EMS PPE Turnout Gear (NFPA 1999 Compliant):
    - One pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.

- **Wildfire PPE Turnout Gear (NFPA 1977 Compliant):**
  - One pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- Additional Funding:
  - **PPE Gear Bags and RIT Packs:** Eligible for request under Additional Funding to support PPE or SCBA requests.
  - **SCBA Units:** A complete SCBA unit includes a harness/backpack, one face piece, and two cylinders.
  - **Proper Fit Considerations:**
  - Recipients should prioritize **proper fitting gear**, including considerations for **female firefighters.**
- **Training Requirements:**
  - Applicants must certify that all grant-funded PPE will only be used by **sufficiently trained personnel**. Failure to meet this requirement will result in the request being deemed ineligible.
  - If training is requested to support a PPE activity, it must be entered in the "**Additional Funding**" section of the "**Request Details**" in the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	**Purpose of Request**	**Definitions**
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/ unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/ noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with

		current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities

- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced.
- Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List

Structural/Proximity H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders
Respiratory H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes Harness/ Backpack, Face Piece, and two cylinders)
Wildfire H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets
Specialized PPE M	

• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits
Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators
Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request) • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated Thermal Imaging Cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildfire firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE-Turnout Gear per person • Equipment rental or lease to purchase • Note: Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

Operations and Safety – Wellness and Fitness Overview

Wellness and Fitness Activities aim to enhance the mental, physical, and emotional resilience of emergency responders to meet the demands of all hazardous operations.
To be eligible for funding, applicants must currently offer or plan to offer all five **Priority 1 activities** outlined in the table below. These activities are considered essential for building and maintaining the overall wellness and fitness of emergency responders.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities
Priority 1: (H) Wellness and Fitness Activities: • Initial Medical Exams • Job-Related Immunizations • Annual Medical and Fitness Evaluations • Behavioral health Services • Cancer Screening Program **(aligned with NFPA 1582)** All five of the above must be in place to be considered a Complete Wellness and Fitness Program. Departments that already have some **Priority 1 programs** in place must request funding to implement any missing Priority 1 programs before applying for funds for additional programs All grant-funded physicals (except for explorers) must comply with the current **NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation)**. The cost of physicals should reflect local physician or health center prices. For detailed guidance on implementing NFPA 1580 physicals, visit: First Responder Center.
Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 2 (M) Wellness and Fitness Activities:
• Candidate Physical Ability Evaluation.
• Exercise Equipment.
• Formal Fitness Program Development Costs (e.g., IAFF/IAFC Peer Fitness Trainer Program, including travel, overtime, and implementation costs).
• Eligibility:
• Applicants can request **Priority 2 items** only if they currently offer or are requesting funding for all five required **Priority 1 activities**.
Important Notes:
• **Lower Priority for Combined Requests:** Applications requesting both Priority 1 and Priority 2 activities will receive lower funding consideration than those focused solely on completing Priority 1 activities.
• **NFPA 1583 Standards:**
  ○ Establishes minimum requirements for developing and managing health-related fitness programs for fire department members involved in emergency operations.
  ○ Aims to improve occupational performance, safety, and health while reducing risks of injury and disease.
Guidance for Fitness Programs:
  ○ Programs should require mandatory participation but must not be punitive.
  ○ NFPA 1583 focuses on improving overall health and fitness, not setting physical performance criteria.
Recommendation: Applicants should complete Priority 1 activities first to increase funding chances and align with program goals

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall); note that these will require EHP review
Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships • Saunas (including infrared) • Hyperbaric chambers • Ice baths • Priority 1 or 2 items for anyone other than fire personnel, fire inspector, or EMS personnel	• Purchase of medical equipment • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity

Operations and Safety – Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities to improve safety and health conditions. **New fire station construction is not eligible.**

Eligible Activities:

- Source Capture Exhaust Systems (SCES):
  - SCES is a **High Priority** item for mitigating vehicle exhaust exposure.
  - These systems capture exhaust gases directly from the vehicle tailpipe and expel them outside the building via mechanical or pneumatic means.

- Sprinkler Systems
- Carbon Monoxide Alarms
- Smoke/Fire Detection Systems

Important: Only systems specific to these functions are eligible. Multi-purpose systems that include ineligible features are not allowed.

Key Requirements:

1. **Environmental and Historic Preservation (EHP) Review:**
- All facility modifications, including major or minor changes and equipment installations, require EHP review.

2. **Minor Interior Alterations:**
- Minor alterations (e.g., removal or construction of a non-weight-bearing wall) to support Training or Wellness and Fitness activities are eligible under Additional Funding, with a total expenditure limit of $10,000.

3. **Funding Cap:**
- The total cost for modifications (e.g., a sprinkler system and exhaust system) cannot exceed $100,000 per individual station.

4. **Structural Limitations:**
- Modifications cannot change the structure's footprint or profile.

5. **Health and Safety Impact:**
- Eligible projects must directly improve the health and safety of firefighters.

Additional Notes:

- **Vehicle Mounted Exhaust Systems:** these remain classified as a **High Priority** item under the Equipment Activity.
- **Priority for Diesel Fume Mitigation:** Due to the risks posed by diesel fumes, SCES systems are considered a high Priority for facility modifications.

Applicants should ensure all requested modifications align with these guidelines to maximize funding eligibility.

Facility Considerations:

1. **Highest Priority:**
- Facilities staffed full-time.
- Facilities with sleeping quarters.

2. **Secondary Consideration:**
- Facilities without sleeping quarters.
- Facilities with part-time occupancy.

3. **Next Consideration:**
- Training facilities.
- Marine fire facilities.
- Intermittently occupied facilities.

Applicants should align their requests with these priorities to optimize funding consideration. All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	• New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below. • Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
M	• Emergency generators, Air Quality Systems (AQSs) • **Note:** AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems.

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Station maintenance • Resurfacing of bay floors • Interior remodeling not pertaining to the requested project(s) • Food and beverages	• Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features

Regional Applications Overview

A Regional application allows a fire department or nonaffiliated EMS organization to act as a host and apply or funding on behalf of itself and other participating AFG Program-eligible organizations. The host and its partners must be the intended beneficiaries of the proposed project.

Eligibility and Requirements:

1. **Host Eligibility:**

- A **fire department** can host on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application.
- A **nonaffiliated EMS organization** can only host other nonaffiliated EMS organizations.
- **State Fire Training Academies (SFTAs)** are not eligible to apply under the Regional activity.

2. **Eligible Regional Activities:**

- **Vehicle Acquisition**
- **Operations and Safety**, limited to:
    - Training
    - Equipment
    - Wellness and Fitness

    - PPE

3. **Regional Goals:**

- Projects must achieve cost-effectiveness, support regional efficiency and resilience, and directly benefit more than one local jurisdiction (e.g., county, parish, town, township, city, or village).

4. **Vendor Requirement:**

- All departments and agencies in a Regional application must use the same vendor to foster interoperability.
- Exceptions require pre-approval by FEMA in writing and must be based on compelling operational need.

Funding Limitations:

- Funding limits are based on the **total Population served** by the host and participating partners.
- Example: If the host and partners serve a population of 100,000 or fewer and receive a $1 million Regional award, the host has reached its funding cap and is no longer eligible for additional AFG Program funds.

Community and Population Considerations:

- The **community identification characteristic** (e.g., Rural, Urban, or Suburban) and the **organizational status** (e.g., Career, Combination, or Volunteer) of the host applicant will apply to the Regional application, regardless of the composition of the participating partners.
- The **regional population served** is the aggregate of the geographically fixed primary first-due response areas of the host and participating partners.
    - Exceptions: If the host is also the parent organization responsible for smaller, independent stations.
- The **call volume for regional applications** is the aggregate of the host and regional partners

Application Restrictions:

- The host and participating partners may submit their own individual applications for AFG Program activities (Vehicle Acquisition or Operations and Safety) but not for the same item.
    - Example: A department cannot apply for PPE under its own application and also participate in a Regional PPE application.

Application Narrative Requirements:

The host must include:

- A list of all participating organizations benefiting from the Regional project.
- Validated points of contact and each organization's EIN.
- Clear and detailed information on the requested regional activities.
- Specific details on the distribution of grant-funded acquisitions or contracted services and the responsibilities of the host and partner organizations.

Host Responsibilities:

- The host is responsible for all aspects of the grant, including:
    - Cost share.
    - Accountability for assets.
    - All reporting requirements.
- The host is **not considered a pass-through entity** and may not issue sub-awards.

- The host must provide macro demographics (e.g., total square miles) and master listings (e.g., combined SCBA inventories) for the region served.

Compliance Requirements:

- All participants must be compliant with AFG Program requirements, including:
    - Current status on past grants.
    - Closeouts.
    - Reporting requirements.
- The host agency may not distribute grant-funded assets or provide grant-funded services to non-compliant partners. FEMA will notify the host and delinquent partners of specific deficiencies.

Memorandum of Understanding (MOU):

- A Regional host and participating partners must execute an **MOU or equivalent document** signed by all parties.
- The MOU must specify:
    - Individual and mutual responsibilities of the host and partners.
    - Each participant's level of involvement in the project(s).
    - EINs of participating partners.
    - Proposed distribution of grant-funded assets or contracted services.
- Copies of the MOU will be requested during the technical evaluation of the application if it is not included originally.
- Any entity benefiting from the award must be an eligible AFG Program organization and a party to the MOU.

By adhering to these guidelines, Regional applicants can ensure their applications meet AFG Program requirements and maximize their chances of receiving funding.

Vehicle Acquisition Guidelines

Eligibility and Standards:

- Vehicles purchased with AFG Program funds must comply with **NFPA 1900** standards (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (e.g., Standard for Automotive Ambulances).
- Leases, loan payments, or installment plans for vehicles are not eligible and will not be reimbursed.

Community Paramedic/Health Vehicles:

- These are **non-transport vehicles** and cannot serve a dual role (e.g., as utility or support vehicles).
- Emergency response packages (e.g., lights, sirens) and operational equipment (e.g., rescue tools, firefighting equipment) are **ineligible** for these vehicles.

Requesting Multiple Vehicles:

- Applicants may request more than one vehicle but must stay within the **financial cap based on population** listed in the application.
- If multiple requests are approved, the total funding for all vehicles must remain within the financial cap.

- Each vehicle request requires:
    - A separate line item.
    - A complete narrative for each vehicle.
    - Details such as the **age** and **vehicle identification number (VIN)** of each vehicle being replaced.
    - VINs cannot be reused across multiple line items.

Vehicle Reassignment:

- If a vehicle is not being replaced but is having its service status changed (e.g., from first due to reserve), the VIN must still be provided in the narrative for the vehicle being reassigned.

Driver/Operator Training Requirements:

1. Fire Vehicles:

- Applicants must have drivers/operators trained to **NFPA 1002** standards (or equivalent) or have a training program in place before the awarded vehicle is delivered.
- Failure to meet this requirement will result in ineligibility for a vehicle award.

2. Nonaffiliated EMS Vehicles:

- Drivers/operators must be trained to the **National Standard Emergency Vehicle Operator Curriculum (EVOC)** developed by the U.S. Department of Transportation (DOT) or equivalent.
- A training program must be in place before the awarded vehicle is delivered.

3. Driver Training Program Requests:

- Applicants may request funding for a driver training program within the "**Vehicle Acquisition**" section.
- this request must be added in the "**Additional Funding**" area in the "**Request Details**" section of the Vehicle Application.
- All training programs must be completed before vehicle delivery, or the recipient will be in violation of the grant agreement.

Evaluation Criteria:

- The pre-score evaluation considers the department's need for the vehicle based on:
    - The age and condition of current vehicles.
    - The demands on the organization.

By adhering to these guidelines, applicants can ensure compliance with AFG Program requirements and improve their chances of securing funding for vehicle acquisition.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**

H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/ • Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or heavy • Non-Transport EMS (Community Paramedic/ Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/ Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit
Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)			
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or heavy • Tow Vehicle (Applied for under equipment)		
M	• Highway Safety Unit		
L	• Hazardous Materials Unit • Foam Truck		
Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities			

H	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/healthcare)

Compliance with Standards
• Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F • Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity • Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at: Traffic Incident Management Systems • New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)
• Age and mileage of the vehicle being replaced; older equipment receives higher consideration • Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced • Average age of the fleet; older equipment within the same class • Call volume of primary first due response area or region • Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight • Vehicles on loan to the organization in the application narrative but not in the organization's inventory • Damaged vehicles and out of service vehicles in the organization's inventory • Replacement of open cab/jump seat configurations

IMPORTANT

Vehicle Inventory Requirements:

- Applicants may need to provide additional fleet details after submitting their application.
- Vehicle inventory must include:
  - Owned vehicles.
  - Leased or long-term loaned vehicles.
  - Vehicles ordered or under contract but not yet received.

Vehicle Definitions:

- **Front Line Vehicle:** Fully equipped and ready for emergency response.
- **Ready-Reserve Vehicle:** Equipped and can quickly be made ready for response.
- **Reserve Vehicle:** Not fully equipped, used when front-line vehicles are out of service.

- **Temporarily Out of Service Vehicle**: Removed from service for repairs but will return to front-line or reserve status.
- **Decommissioned Vehicle:** Permanently removed from emergency duties (e.g., retired, parade use). Not included in inventory or eligible for replacement.

Vehicle Contract Requirements:

- Recipients must submit a copy of the vehicle purchase contract to FEMA for compliance monitoring.
- Without a contract, recipients cannot:
    - Request advance federal funds for partial payments.
    - Request a project extension.

Bond Requirements:

- **Performance Bond (Recommended):** Protects applicant funds if the vendor fails to deliver or goes out of business.
- **Prepayment Bond (Required):** Protects federal funds if federal money is advanced for a down payment. Costs are reimbursable under the grant.

Penalty Clause:

- Contracts must include a penalty clause of at least $100/day for non-delivery or non-performance by the vendor. Exceptions require FEMA approval.

Payment Guidelines:

- **Down Payment:** Allowed up to 25% of the federal share. Costs beyond this must be covered by the recipient.
- **Final Payment:** May be requested in advance but cannot be disbursed until the vehicle is received, inspected, and accepted.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production **Note: Food and beverages are ineligible travel expenses**
Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction- related equipment • Using the vehicle being awarded as collateral for any financial loan	• UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages

Examples of vehicle types

- **Pumper** (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- **Urban interface vehicles** (Type I) pumper (300 gallons of water and 750 GPM)
- **Ambulance** (vehicle used for transporting patients)
- **Tanker/Tender** (an apparatus that has water capacity in excess of 1,000 gallons of water)
- **Quint Aerial** (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- **Quint** (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- **Aerial Ladder** (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles: Certification and Disposition Requirements

Certification Requirement:

Applicants who specify that the vehicle(s) to be replaced are unsafe must certify that, if awarded, the vehicle will be permanently removed from emergency service response.

- Permanently Removed means:
    - The recipient cannot use the vehicle for any emergency service response.
    - The recipient cannot sell or transfer the vehicle to any individual or emergency service response organization that would use it for emergency service response.

Grant Agreement Violation:

- If a recipient certifies that an unsafe vehicle will be removed from service but later sells or transfers the vehicle to another emergency service response organization or otherwise fails to remove the vehicle from emergency service response, the recipient will be considered in violation of the grant agreement.

Acceptable Dispositions for Unsafe Vehicles:

Unsafe vehicles may be donated or sold for purposes that do not involve emergency service response. Acceptable dispositions include:

- **Donation or Sale to a Training Facility:**
    - The vehicle may be used for training purposes only, with **no emergency response outside the training grounds.**
- **Farm Use:**
    - The vehicle may be repurposed for agricultural activities.
- **Construction or Nursery Use:**
    - The vehicle may be used for construction or nursery operations.
- **Sale to a Non-Emergency Service Response Entity:**
    - The vehicle may be sold for refurbishment or other non-emergency uses.
- **Scrap Metal or Salvage:**
    - The vehicle may be dismantled or sold for parts.
- **Foreign Donation:**
    - The vehicle may be donated to entities outside the United States for non-emergency purposes.

By adhering to these guidelines, recipients ensure compliance with the grant agreement and maintain safety standards.

C. Appendix C – Award Administration Information

Appendix C provides detailed guidance on the **programmatic and financial administration of** AFG Program awards. Recipients are encouraged to review this information to ensure compliance with award requirements and to effectively manage their grant activities.

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

Grant Writer/Preparation Fees: Eligibility and Documentation Requirements

Eligibility for Reimbursement: Grant Writer Fees may be included as a pre-award expenditure, subject to the following conditions: Fees must comply with the cost-share requirement. Services must be competitively sourced, specifically identified, and listed in the "Request Details" section of the application. Costs must comply with 2 C.F.R. § 200.458. Reimbursement is limited to application preparation (not administration) and capped at $1,500. Timing of Allowable Costs:

- Fees must be paid within the following timeframe:
    - 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes.

Retainer or Subscription Fees:

- Retainer or subscription fees are eligible if:
    - They were competitively secured.
    - Costs are limited to the start of the appropriation period for the underlying award.
    - They meet the requirements under 2 C.F.R. § 200.458.

Ineligible Costs:

- Fees payable on a **contingency basis** are **not eligible.**
- Federal funds cannot be used to pay entities, including grant writers, that are **suspended or debarred** from federal contracts.

Verification of Contractor Eligibility:

- Recipients must verify contractor eligibility under **2 C.F.R. § 180.300** to ensure compliance.

Accuracy and Certification:

- Applicants must review all work produced by grant writers or third parties for **accuracy** before submission.
- By submitting the application, applicants certify that:
    - All information is **true and accurate**.
    - Submission of false or misleading information, regardless of intent, may result in actions by FEMA, including:
        - The application not being considered for award.
        - Temporary withholding of funding under an existing award pending investigation.
        - Referral to the **DHS Office of Inspector General (OIG).**

Required Documentation:

Applicants must provide the following documentation to FEMA upon request:

1. **Grant Writer's Contract for Services**

2. **Invoice or Purchase Order**
3. **Canceled Check (Front and Back)**
4. **Evidence of Competitive Procurement**

- If local procurement policies do not require competitive bidding for amounts under $1,500, applicants may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed **ineligible**, and the grant may be reduced accordingly.

Application Participants:

- FEMA requires applicants to identify all individuals or organizations that assisted with the development, preparation, or review of the application in the **"Contact Information"** section.
- This includes anyone involved in drafting or writing the narrative and budget, whether:
    - **Compensated or not.**
    - Assistance occurred **before submission** of the application.

By adhering to these guidelines, applicants can ensure compliance with FEMA requirements and avoid issues with grant writer fee eligibility.

Maintenance and Sustainment for AFG Programs

Allowable Costs:

- FEMA preparedness grant funds may cover repairs, replacements, maintenance contracts, warranties, and user fees if they directly support critical capabilities developed with FEMA or DHS grants.

Unallowable Costs:

- Routine upkeep (e.g., gasoline, tire replacement, oil changes, inspections, or facility maintenance) and related supplies are the recipient's responsibility and cannot be funded by the grant.

Guidelines for Maintenance Agreements, Warranties, and User Fees:

1. **Grant Period Limitation:**

- Maintenance agreements, service contracts, or warranties purchased with grant funds cannot extend beyond the grant's period of performance, unless:
    - The warranty is incidental to the original equipment purchase and aligns with typical coverage for such items.

2. **Stand-Alone Agreements:**

- Warranties or maintenance contracts for already-owned equipment cannot exceed the grant's period of performance.

3. **Reasonableness:**

- Extended warranties or agreements must be reasonable for the equipment's expected useful life. For example, a 10-year warranty on equipment with a 5-year lifespan is not reasonable and cannot be charged to the grant.

Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the "Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit the Federal Communications Commission website.*

Excess Funds: Guidelines and Restrictions:

FEMA expects recipients to complete awarded activities within the budget allocated. However, excess funds may remain after completing the original project described in the recipient's award. This may be due to cost savings from under-budget acquisition activities or competitive procurement processes. These excess funds are to generally be deobligated and may not be used for additional activities.

FEMA may consider exceptions if urgent and compelling needs are identified that directly relate to a demonstrated event(s) impacting the health and safety of the department's firefighters, such as a presidentially declared disaster. Requests must be submitted at least 120 days prior to period of performance expiration. NOTE: the opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment such as reduction in quantities.

Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time, request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Advance Payments:

- Recipients can receive advance payments if they:
    1. Minimize the time between receiving funds and spending them (within 30 days).
    2. Maintain financial management systems that meet federal standards (2 C.F.R. Part 200).

Requirements for Advance Payments:

- Recipients must submit invoices or purchase orders with their payment requests.

- Environmental and Historic Preservation (EHP) review must be completed before advance payments are made.

Compliance with Federal Laws:

- Recipients must follow federal laws in effect when the grant is awarded, including:
    - **Uniform Administrative Requirements** (2 C.F.R. Part 200).
    - **Cash Management Improvement Act (CMIA)** (31 C.F.R. Part 205).

Interest on Federal Funds:

- Interest accrues from the time funds are deposited into the recipient's account until they are spent on program purposes.
- For the interest rate, refer to the Treasury Current Value of Funds Rate.

Reimbursement

Reimbursement Payments:

- Reimbursement is preferred if advance payment requirements under **2 C.F.R. § 200.305** cannot be met.
- Recipients must minimize the time between receiving funds and spending them, as required by **31 C.F.R. Part 205.**

Requirements for Reimbursement Requests:

- Recipients must provide:
    1. Proof of purchase (e.g., canceled check or credit card transaction).
    2. Active SAM.gov registration.
    3. Final invoice(s).

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share

Payment Requests During Closeout

Reimbursement Payment Requests:

- Recipients may submit **reimbursement payment requests** up to **120 days** after the expiration of the **Period of Performance (POP)** during the award's closeout reconciliation.
- **Reimbursement payments** are the only eligible payment requests allowed after the grant's POP has expired.

Eligibility Requirements for Reimbursement:

- The expenditure must have been **obligated** and the goods or services **received** during the active POP of the award.
- The payment request must include **clear and specific information** certifying that the liquidation of federal funds is for an obligation properly incurred during the active POP.

FEMA Review:

- FEMA may request **supporting documentation** for the reimbursement at any time for review.

By adhering to these guidelines, recipients can ensure compliance with FEMA requirements for payment requests during the closeout period.

Amendments to AFG Program Awards: Guidelines

General Expectations:

- Recipients are expected to complete their projects as awarded.
- The **AFG Program does not guarantee approval** of any deviation from the original award.
- Amendments may be approved by FEMA on a **case-by-case** basis for specific reasons.

Allowable Reasons for Amendments:

1. **Extension of the Period of Performance (POP):**

- Extensions are limited to 6 months and only to complete the original, unamended scope of work. (vehicles/apparatus awards may be granted additional time)
- Extensions cannot be used to utilize excess funds.
- Extension requests must be submitted 120 days prior to the period of performance expiring

2. **Changes to the Award Scope:**

- Changes to specific item descriptions.
- Adjustments to quantities of items or services procured.
- Retroactive approval (pre-award).
- Closeout issues.

3. **Budget Changes:**

- Non-closeout deobligation of funds.
- Adjustments to unit prices due to changes in quantities.

Submission Requirements:

- **Amendments must be submitted via FEMA GO.**
- Requests must include **specific and compelling justifications** for the proposed changes.
- Amendments must be submitted at least **120 days before the end of the Period of Performance (POP).**

Additional Requirements:

- Recipients must maintain an active SAM.gov registration for all amendments to be considered.

By adhering to these guidelines, recipients can ensure their amendment requests are properly submitted and have the best chance of being approved by FEMA.

Deobligation of Unused Funds: Guidelines

What is Deobligation?

- **Deobligation** refers to the return of unused funds, including:
    - Funds previously drawn down via payment requests.
    - Remaining award funding that was never requested.

Process for Deobligation:

1. **Submit an Amendment in FEMA GO:**

- The recipient must submit an amendment stating that the unliquidated funds are not necessary for fulfilling the grant's obligations or mission.
- The amendment must also indicate the recipient's understanding that the returned funds will be deobligated and will no longer be available for any future award expenses.

2. **Confirmation Process:**

- FEMA will confirm the deobligation amendment with all points of contact listed in the grant.

- After confirmation, FEMA will hold the approved deobligation request for 14 days to allow the recipient time to reconsider.

3. Finalization:

- Once processed, the deobligation of funds is permanent and cannot be reversed.

Impact of Deobligation:

- **Deobligation will:**
    - Decrease the **federal portion** of the grant.
    - Reduce the recipient's **Cost Share obligation**.
    -

By following this process, recipients can return unused funds in compliance with FEMA guidelines while ensuring proper documentation and understanding of the deobligation's finality.

Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. Except for state governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the Fire Grants Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

SUPPLEMENTAL STATEMENT TO CITY OF BURBANK'S FISCAL YEAR 2025 ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION AND GRANT AGREEMENT

The City of Burbank ("City" and/or "Subrecipient") hereby submits this Supplemental Statement to accompany its Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Grant Award in response to the U.S. Department of Homeland Security (DHS) AFG Notice of Funding Opportunity (the "AFG NOFO"). Through the AFG NOFO, DHS is administering funding from the Federal Emergency Management Agency's (FEMA) AFG Grant Program Notice of Funding Opportunity DHS-25-GPD-044-00-98, Assistance Listing Number 97.044.

Section 9(B) of the FEMA NOFO states, "A recipient under this funding opportunity must comply with the FY 2026 Department of Homeland Security Standard Terms and Conditions, **with the following exceptions. The term titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" and paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" do not apply to any federal award under this funding opportunity."**

In full reliance upon the terms of the Grant Award and as explicitly exempted under the FEMA NOFO, the City confirms its understanding that the exempted paragraphs cited in the preceding paragraph **do not apply** to its application, required assurances, Grant Award, or to any eventual award under the FEMA NOFO.

The City's submission does not constitute acceptance of, or agreement to, the conditions set forth in the FY 2026 DHS Standard Terms and Conditions - Section 9(B). In submitting this Supplemental Statement, the City does not agree to be bound by the conditions set forth in FY 2026 DHS Standard Terms and Conditions - Section 9(B) or substantially similar conditions in any final award.

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: October 13, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
Eric Lashley, Library Services Director
VIA: Mary Hamzoian, Acting Assistant Community Development Director – Economic Development and Real Estate
BY: Kimberly Montes, Real Estate and Project Manager

SUBJECT: Adoption of a Resolution Approving a 36-Month Lease Agreement with 303 N. Glenoaks Boulevard CA, LLC, a Delaware Limited Liability Company, for the Property Located at 303 N. Glenoaks Boulevard, Suite 500

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A THIRTY-SIX MONTH LEASE AGREEMENT WITH 303 N. GLENOAKS BOULEVARD CA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE PROPERTY LOCATED AT 303 N. GLENOAKS BOULEVARD, SUITE 500 (Attachment 1).

BACKGROUND

The planned design and construction of the new Burbank Central Library and Civic Center Project (Project) is anticipated to begin Summer 2027, subject to City Council approval and award of a Progressive Design Build (PDB) contract. To prepare for the Project, abatement and demolition of the Administrative Services Building (ASB) is expected to begin in approximately February 2027. As a result, staff from the Financial Services Department and the Management Services Department, who are currently housed in ASB, will need to temporarily relocate to an alternate office space for approximately 36 months until the Project is completed in Spring of 2029.The temporary relocation of staff is necessary to allow the Project to proceed while providing both departments suitable office space to maintain their operations during the construction period.

DISCUSSION

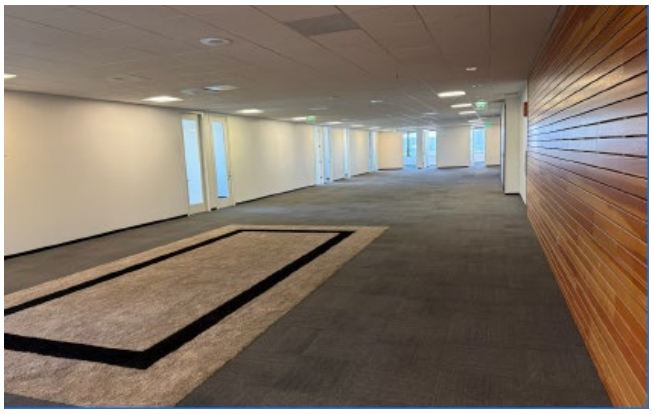
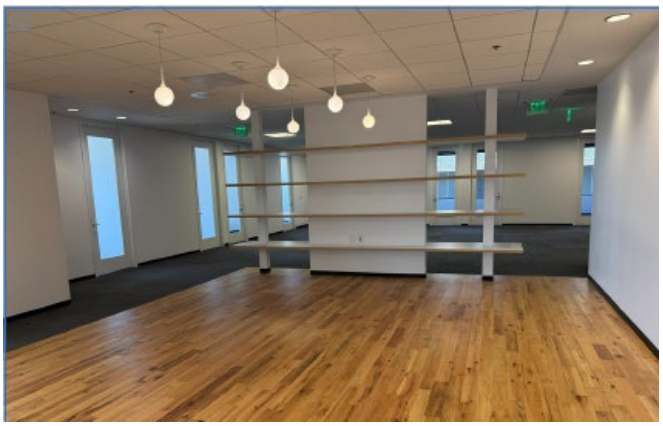
Several locations were evaluated for the temporary relocation and compared based on proximity to City facilities, size of space, compatibility for department operations, and parking availability. Ultimately, the office space located at 303 N. Glenoaks Boulevard, which includes exclusive use of the fifth floor (Premises) and non-exclusive use of the second floor, was identified as the optimal option. The Premises are well suited for the temporary relocation due to its proximity to the City's existing administrative buildings, available parking, and configuration that will allow the departments to maintain their internal operations and continue supporting City services during construction.

The Premises contain approximately 18,291 rentable square feet (RSF) on the fifth floor, commonly identified as Suite 500, with non-exclusive use of the second-floor mezzanine amenities. The proposed lease term is 36 months, with early access beginning approximately 30 days before the Commencement Date, as defined below, to allow for installation of Information Technology (IT) equipment, furniture delivery, and completion of landlord work needed to prepare the space for occupancy. Staff evaluated the parking availability at the location and determined that there is sufficient parking to support the anticipated needs of relocated staff and visitors.

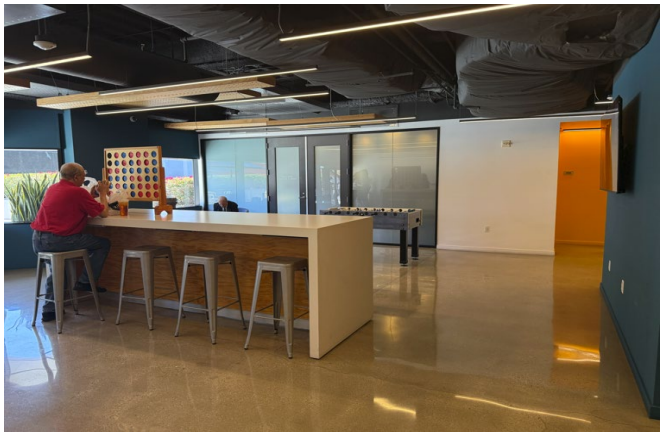
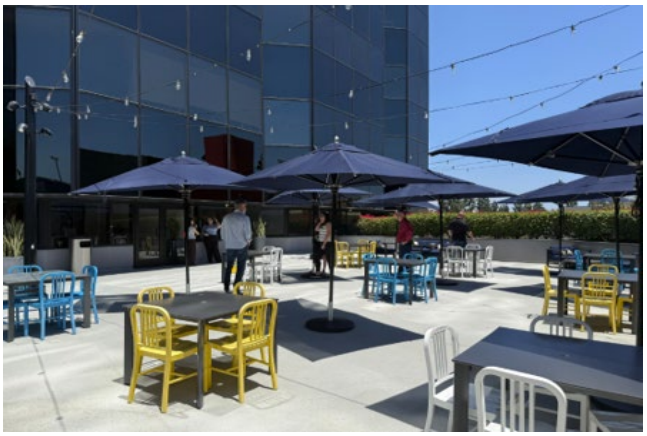
As reflected in the proposed Lease Agreement (Attachment 2), the Commencement Date is the earlier of (i) December 1, 2026; or (ii) the date that is 30 days following delivery of possession of the Premises with Landlord's Work Substantially Complete (Commencement Date).

During lease negotiations, staff worked with the Lessor and its broker to finalize the proposed Agreement, including the financial and operational terms necessary for the City's temporary relocation. The proposed Agreement includes annual base rent adjustments and provides for the City's share of certain increases in operating expenses and property taxes, as further described in the Fiscal Impact section.

The total approximate cost of the Lease for 36 months is estimated at $2.5 million, which is less than the City's original budget estimate for this temporary relocation. Beginning after the first 12 months, the City would be responsible for its pro-rata share of increases in operating expenses and property taxes above the applicable Base Year.

Photos of exclusive space within the fifth floor of 303 N. Glenoaks Boulevard.

Photos of non-exclusive amenities, second floor of 303 N. Glenoaks Boulevard.

ENVIRONMENTAL REVIEW

Approving the proposed lease with 303 N. Glenoaks Boulevard CA, LLC, 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, the action is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378. If approved, the proposed Lease will provide temporary office space for City employees during the design and construction of the Project. The Project was evaluated under CEQA and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*) and determined to be in compliance with a previously prepared Mitigated Negative Declaration for Planned Development No. 2002-2 with Development Review No. 2002-42 (MND). An Addendum to the MND was prepared for the Project in accordance with CEQA Guidelines Section 15164, and concluded that none of the conditions described in CEQA Guidelines Section 15162 have occurred. No further environmental review is required at this time.

FISCAL IMPACT

The proposed Lease Agreement would result in base rent costs beginning on the Commencement Date. Based on 18,291 RSF at $3.60/RSF, the initial monthly base rent is approximately $65,848. The proposed Lease Agreement provides for 3% annual increases after the first 12 months and full base rent abatement during months 34 through 36. In addition, beginning after the first 12 months, the City would be responsible for its pro-rate share of increases in operating expenses and property taxes above the applicable Base Year.

The total approximate cost of the Lease Agreement is estimated at $2.5 million. Funds for this Lease Agreement and other related expenses leading up to construction of the Project were appropriated in the Project account for the Burbank Central Library and Civic Center Project as part of the Fiscal Year 2026-27 Budget adoption process.

CONCLUSION

Staff recommends Council adopt the Resolution approving a 36-month Lease Agreement with 303 N. Glenoaks Boulevard CA, LLC, a Delaware limited liability company, for the Property Located at 303 N. Glenoaks Boulevard, Suite 500. Adoption of the proposed Resolution and Lease Agreement with 303 N. Glenoaks Boulevard, LLC will provide temporary office space for Financial Services and Management Services staff during the abatement, demolition, and construction associated with the Project. The proposed 36-month lease term provides for a Commencement Date, as defined, and early access beginning approximately 30 days before the Commencement Date to facilitate transition activities before occupancy. The Lease Agreement will allow the affected departments to maintain continuity of operations while the Project is under construction.

ATTACHMENTS

Attachment 1 – Resolution

Attachment 2 – Lease Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A THIRTY-SIX MONTH LEASE AGREEMENT WITH 303 N. GLENOAKS BOULEVARD CA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE PROPERTY LOCATED AT 303 N. GLENOAKS BOULEVARD, SUITE 500

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. As part of the planned design and construction of the City's New Burbank Central Library and Civic Center Project ("Project"), which is subject to Council award of a Progressive Design Build ("PDB") contract, the abatement and demolition of the Administrative Services Building are projected for approximately February 2027, which requires the Financial Services Department and the Management Services Department staff to be temporarily relocated to another office space for a period of approximately thirty-six (36) months to maintain continuity of City operations while the Project is completed.

B. 303 N. Glenoaks Boulevard CA, LLC, a Delaware limited liability company ("Landlord"), owns the real property located at 303 N. Glenoaks Boulevard, California ("Property"), which includes approximately a total of 186,590 rentable square feet.

C. City desires to enter into a Lease Agreement with Landlord for exclusive use of approximately 18,291 rentable square feet of office space located on the fifth (5th) floor of the Property ("Premises") and non-exclusive use of the second (2nd) floor mezzanine amenities for a thirty-six (month) term in order for the Project to proceed while providing the departments with suitable office space during the Project.

D. Pursuant to BMC 2-2-501, the City Manager is authorized to negotiate for and to lease real property for City purposes, subject to approval of the City Council.

E. Pursuant to BMC 2-2-502, City has assessed comparable rental spaces in the City and determined that the Premises are offered at fair rental value.

F. The approval and execution of this Lease Agreement will not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore the action is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378. The Lease Agreement will provide temporary office space for City employees during the design and construction of the Project. The Project was evaluated under CEQA and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*) and determined to be in compliance with a previously prepared Mitigated Negative Declaration for Planned Development No. 2002-2 with Development Review No. 2002-42 (MND). An Addendum to the MND was prepared for the Project in accordance with CEQA Guidelines Section 15164, and concluded that none of the conditions described in CEQA Guidelines

Section 15162 have occurred. No further environmental review is required at this time.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES AS FOLLOWS:

1. The forgoing recitals are true and correct and incorporated as if restated herein in their entirety.

2. City Council finds that the Lease Agreement (Attachment 1) for the real property located at 303 N. Glenoaks Boulevard, California serves City purposes, by providing necessary temporary office space for the Financial Services Department and Management Services Department during the course of the design and construction of the Project, while maintaining continuity of City operations.

3. City Council has reviewed the terms of the proposed Lease Agreement for 303 N. Glenoaks Boulevard, California with Landlord, and hereby approves the Lease Agreement, all terms contained therein, and makes all findings required pursuant to the Burbank Municipal Code for the lease of real property for City purposes.

4. The City Manager or their designee is authorized to execute the Lease Agreement, any amendments thereto, or any other necessary documents to effectuate the Lease, on behalf of the City, subject to City Attorney approval as to form.

5. The authorization for the City Manager or their designee to execute the Lease Agreement pursuant to Section 4 of this Resolution shall be contingent upon the Council's award of a PDB contract to proceed with the Project.

6. Environmental Review. The City Council exercises its independent judgment and finds, based upon the record before it, that this approval involves a lease that would not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore the action is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378. The City Council further finds that the Lease Agreement will provide temporary office space for City employees during the design and construction of the Project; the Project was evaluated under CEQA and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*) and determined to be in compliance with a previously prepared Mitigated Negative Declaration for Planned Development No. 2002-2 with Development Review No. 2002-42 (MND); and an Addendum to the MND was prepared for the Project in accordance with CEQA Guidelines Section 15164, and concluded that none of the conditions described in CEQA Guidelines Section 15162 have occurred. As such, no further environmental review is required at this time.

7. The City Clerk is authorized to attest to this Lease Agreement.

PASSED and ADOPTED this ___ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

By: _____
Sei-Hee Park
Assistant City Attorney

Attest:

_____
Kimberley Clark, City Clerk

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

CONNEXION BURBANK

303 N. Glenoaks Boulevard, Burbank, California

OFFICE LEASE

303 N. GLENOAKS BOULEVARD CA, LLC
a Delaware limited liability company

as Landlord,

and

City of Burbank

a municipal corporation

as Tenant

Suite Number 500

SUMMARY OF BASIC LEASE INFORMATION

This Summary of Basic Lease Information ("**Summary**") is hereby incorporated into and made a part of the attached Office Lease (this Summary and the Office Lease to be known collectively as the "**Lease**"). Each reference in the Office Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Office Lease, the terms of the Office Lease shall prevail. Any capitalized terms used herein and not otherwise defined in this Summary shall have the meaning as set forth in the Office Lease.

TERMS OF LEASE (References are to the Office Lease)		**DESCRIPTION**
1.	**Date:**	October 13, 2026
2.	**Landlord**:	303 N. GLENOAKS BOULEVARD CA, LLC, a Delaware limited liability company
3.	**Address of Landlord for Notices** (Section 26.18):	303 N. Glenoaks Boulevard CA, LLC c/o Lincoln Property Company 303 N. Glenoaks Boulevard, Suite L100 Burbank, CA 91502 Attention: Nikki Resnick, Property Manager and to: 303 N. Glenoaks Boulevard CA, LLC c/o Intercontinental Real Estate Corporation 1270 Soldiers Field Road Boston, MA 02135 Attention: Thomas Ball, Senior Director - Asset Management
	Address of Landlord for Rent (Section 3.1):	303 N. Glenoaks Boulevard CA, LLC c/o Lincoln Property Company 303 N. Glenoaks Boulevard, Suite L100 Burbank, CA 91502 Attention: Property Manager
4.	**Tenant**:	City of Burbank a municipal corporation
5.	**Address of Tenant for Notices** (Section 26.18):	City of Burbank Community Development Department Attn: Real Estate Section

150 N. Third Street
Burbank, CA 91502
KMontes@BurbankCA.Gov
RealEstate@BurbankCA.Gov

6. **Premises, Building and Project** (Article 1):

6.1	Premises:	Approximately 18,291 rentable square feet of space on the fifth (5th) floor of the Building known as Suite 500, as set forth in Exhibit A attached hereto.
6.2	Building:	303 N. Glenoaks Boulevard, Burbank, California 91502, containing approximately 186,590 rentable square feet.
6.3	Project:	Connexion Burbank, consisting of three (3) buildings (300 East Magnolia Boulevard, 303 North Glenoaks Boulevard, and 333 North Glenoaks Boulevard, in Burbank, California 91502) containing a total of approximately 342,059 rentable square feet and other elements as described in Section 1.1 of the Lease.

7. **Term** (Article 2):

7.1	Lease Term:	Thirty-six (36) months
7.2	Lease Commencement Date:	The earlier of (i) December 1, 2026; or (ii) the date that is thirty (30) days following delivery of possession of the Premises with Landlord's Work Substantially Complete (as such are defined in Exhibit B attached hereto).
7.3	Lease Expiration Date:	The last day of the full thirty-sixth (36th) month following the Lease Commencement Date.

8. **Base Rent** (Article 3):

Months of Lease Term	Annual Base Rent	Monthly Installment of Base Rent	Rental Rate per Rentable Square Foot
1-12	$790,171.20	$65,847.60	$3.60
13-24	$813,876.34	$67,823.03	$3.71
25-33	$628,719.47	$69,857.72	$3.82
34-36	$0.00	$0.00	$0.00

9. **Permitted Use** (Article 5): General office use, consistent with a first-class office building.

10. **Additional Rent**:

10.1 Tenant's Share of Operating Expenses and Tax Expenses (Section 4.2.7): 9.8% with respect Operating Expenses and Tax Expenses allocated to only the Building (subject, however, to Sections 4.2.7 and 4.3.4 below).

10.2 Base Year: Calendar year 2027

11. **Landlord's Work:** See Exhibit B.

11.1 Substantial Completion Date: Estimated to be November 17, 2026, but no later than December 1, 2026

11.2 Early Access Date: Estimated to be November 18, 2026, but no later than December 2, 2026

12. **Parking** (Article 24): The right, but not the obligation, to lease up to two (2) reserved, designated parking spaces throughout the Lease Term.

13. **Brokers** (Section 26.24): CBRE, representing Landlord

TABLE OF CONTENTS

ARTICLE 1 PROJECT, BUILDING AND PREMISES 1

ARTICLE 2 LEASE TERM 2

ARTICLE 3 BASE RENT 3

ARTICLE 4 ADDITIONAL RENT 4

ARTICLE 5 USE OF PREMISES 12

ARTICLE 6 SERVICES AND UTILITIES 14

ARTICLE 7 REPAIRS 17

ARTICLE 8 ADDITIONS AND ALTERATIONS 18

ARTICLE 9 COVENANT AGAINST LIENS 20

ARTICLE 10 INSURANCE 21

ARTICLE 11 DAMAGE AND DESTRUCTION 24

ARTICLE 12 NONWAIVER 26

ARTICLE 13 CONDEMNATION 26

ARTICLE 14 ASSIGNMENT AND SUBLETTING 27

ARTICLE 15 SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES 30

ARTICLE 16 HOLDING OVER 31

ARTICLE 17 ESTOPPEL CERTIFICATES 32

ARTICLE 18 SUBORDINATION 32

ARTICLE 19 DEFAULTS; REMEDIES 33

ARTICLE 20 COVENANT OF QUIET ENJOYMENT 36

ARTICLE 21 SIGNS 37

ARTICLE 22 COMPLIANCE WITH LAWS 37

ARTICLE 23 ENTRY BY LANDLORD 38

ARTICLE 24 TENANT PARKING 39

ARTICLE 25 SECURITY DEPOSIT ..... **Error! Bookmark not defined.**

ARTICLE 26 MISCELLANEOUS PROVISIONS 40

TABLE OF CONTENTS

EXHIBITS

A-1 PROJECT SITE PLAN

A-2 OUTLINE OF FLOOR PLAN OF PREMISES

B LANDLORD'S WORK

B-1 LANDLORD'S WORK SCOPE

C INTENTIONALLY DELETED

D MEMORANDUM OF COMMENCEMENT OF LEASE

E RULES AND REGULATIONS

F EXTENSION OPTION RIDER

G GREEN LEASING PROVISIONS

TABLE OF DEFINED TERMS

Acceptable Changes 18
Additional Rent. 4
Affiliate 30
Alterations 18
Amortization Interest Rate 5
Base Rent 3
BOMA Standard 2
Brokers 43
Building 1
Calendar Year 4
Claims 21
Comparable Buildings 5
Control 30
Cost Pools 11
Environmental Laws 13
Estimate 10
Estimate Statement 10
Estimated Excess 10
Excess 9
Expense Year 4
Fair Market Rental Rate ..... Extension Option Rider
Force Majeure 42
Hazardous Materials 13
Holidays 15
Insurance Start Date 22
Interest Rate 12
Landlord 1
Landlord Parties 21
Landlord's Damage Notice 24
Laws 37
Lease 1
Lease Commencement Date 3
Lease Expiration Date 3
Lease Term 3
Lease Year 3
Non-Premises Wiring and Cabling 17
Notices 42
Operating Expenses 4
Other Buildings 1
Premises 1
Project 1
Proposition 13 8
Remediation Costs 8
Renovations 44
Rent. 4

TABLE OF DEFINED TERMS

Rental Loss Damages....31
Security Deposit....39
Statement....10
Subject Space....26
Summary....i
Systems and Equipment....8
Tax Expenses....8
Tenant....1
Tenant's Share....9
Transfer Notice....26
Transfer Premium....28
Transferee....26
Transfers....26

OFFICE LEASE

This Office Lease, which includes the preceding Summary attached hereto and incorporated herein by this reference (the Office Lease and Summary to be known sometimes collectively hereafter as the "**Lease**"), dated as of the date set forth in Section 1 of the Summary, is made by and between **303 N. GLENOAKS BOULEVARD CA, LLC,** a Delaware limited liability company ("**Landlord**"), and **CITY OF BURBANK,** a municipal corporation (collectively, the "**Tenant**").

ARTICLE 1

PROJECT, BUILDING AND PREMISES

1.1 Project, Building and Premises.

1.1.1 Building and Project. The Building defined in Section 6.2 of the Summary (the "**Building**") is part of a multi-building commercial project located at near the intersection of East Magnolia and North Glenoaks Boulevards in Burbank, California. As used in this Lease, the term "**Project**" shall mean, collectively, the following: (A) the Building; (B) the other buildings located or to be located from time to time within the aforementioned Project, including without limitation, the buildings located at 300 E. Magnolia Boulevard, and 350 and 360 E. Magnolia Boulevard (collectively, the "**Other Buildings**"); (C) those certain related parking areas of the Building and Other Buildings (the "**Parking Areas**"); (D) any plaza areas, walkways, driveways, courtyards, transportation facilitation areas and other improvements and facilities now or hereafter constructed surrounding and/or servicing the Building, Other Buildings and the Parking Areas, which are designated from time to time by Landlord as common areas; (E) any additional buildings, improvements, facilities, parking areas and structures and common areas which Landlord may add thereto from time to time within or as part of the Project; and (F) the land upon which any of the foregoing are situated. A depiction of the Project is set forth on the Site Plan attached to this Lease as **Exhibit A-1**. Notwithstanding any term or provision to the contrary contained in this Lease, the Buildings other than this Building shall only be a part of the Project to the extent owned by Landlord or an Affiliate thereof or subject to a cost sharing and reciprocal use agreement (or other similar agreement providing for the common management and use of certain common areas and other amenities of the Buildings). In addition, notwithstanding the foregoing or anything contained in this Lease to the contrary, (1) Landlord has no obligation to expand or otherwise make any improvements within the Project, and (2) Landlord shall have the right from time to time to include or exclude any improvements or facilities within the Project, at Landlord's sole election, as more particularly set forth in Section 1.1.3 below, provided such exclusion will not materially and adversely interfere with Tenant's permitted use of or access to the Premises (as defined below).

1.1.2 Premises. Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 6.1 of the Summary (the "**Premises**"), which Premises are located in the Building and located within the Project. The outline of the floor plan of the Premises is set forth in **Exhibit A-2** attached hereto.

1.1.3 Tenant's and Landlord's Rights. Tenant is hereby granted the right to the nonexclusive use by Tenant and Tenant's employees, agents, contractors and invitees, of the common corridors and hallways, stairwells, elevators, restrooms and other public or common areas located within the Building (excluding the roof), including but not limited to the second (2nd) floor mezzanine amenities,

and access to restrooms on the second (2nd), fourth (4th) and sixth (6th) floors, and the non-exclusive use by Tenant and Tenant's employees, agents, contractors and invitees, of the areas located on the Project designated by Landlord from time to time as common areas for the Building; provided, however, that Tenant's use thereof shall be subject to (i) the provisions of any covenants, conditions and restrictions regarding the use thereof now or hereafter recorded against the Project, and (ii) such reasonable, non-discriminatory rules, regulations and restrictions as Landlord may make from time to time (which shall be provided in writing to Tenant). Landlord reserves the right from time to time to use any of the common areas of the Project, and the roof, risers and conduits of the Building and Other Buildings for telecommunications and/or any other purposes, and to do any of the following, as long as such acts are performed in accordance with all applicable Laws (as defined in Article 22 below) and do not materially and adversely interfere with Tenant's permitted use of or access to the Premises or materially increase Tenant's obligations under this Lease: (1) make any changes, additions, improvements, repairs and/or replacements in or to the Project or any portion or elements thereof, including, without limitation, (x) changes in the location, size, shape and number of driveways, entrances, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways, plazas, courtyards, transportation facilitation areas and common areas, and, subject to Article 24 below, parking spaces, parking structures and parking areas, and (y) expanding or decreasing the size of the Project and any common areas and other elements thereof; (2) close temporarily any of the common areas while engaged in making repairs, improvements or alterations to the Project; and (3) perform such other acts and make such other changes with respect to the Project as Landlord may, in the exercise of good faith business judgment, deem to be appropriate.

1.2 Rentable and Usable Square Feet. The rentable square feet of the Premises, Building and Project are approximately as set forth in Section 6 of the Summary. For purposes hereof, the "rentable square feet" of the Premises and the Building shall be calculated by Landlord pursuant to the Building Owners and Managers Association International Standard Method for Measuring Floor Area in Office Building, ANSI Z65.1-2017 (the "**BOMA Standard**") as a guideline. The purpose of this calculation is solely to provide a general basis for comparison and pricing of this space in relation to other spaces in the market area. The rentable square feet of the Premises, Building and Project are subject to verification from time to time by Landlord's planner/designer and such verification shall be made in accordance with the provisions of this Section 1.2. In the event that Landlord's planner/designer determines that the rentable square feet of the Premises, Building and/or Project pursuant to the BOMA Standard shall be different from the amounts thereof set forth in this Lease, Landlord shall modify all amounts, percentages and figures appearing or referred to in this Lease to conform to such corrected square footage amounts therefor (including, without limitation, the amount of the Base Rent, Tenant's Share of Operating Expenses and Tax Expenses and the Tenant Improvement Allowance, if any). Landlord and Tenant shall confirm any such modifications in writing.

1.3 Condition of the Premises. Except as specifically set forth in this Lease: (i) Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises, the Building or the Project; and (ii) Landlord has made no representation or warranty regarding the condition of the Premises, the Building or the Project.

ARTICLE 2

LEASE TERM

2.1 Lease Term. The terms and provisions of this Lease shall be effective as of the date of this Lease except for the provisions of this Lease relating to the payment of Rent. The term of this Lease (the

"**Lease Term**") shall be as set forth in Section 7.1 of the Summary and shall commence on the date (the "**Lease Commencement Date**") set forth in Section 7.2 of the Summary and shall terminate on the date (the "**Lease Expiration Date**") set forth in Section 7.3 of the Summary, unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term, provided that the last Lease Year shall end on the Lease Expiration Date. If the Lease Commencement Date occurs on a date other than the first day of a month, then the first (1st) Lease Year shall commence on the Lease Commencement Date and end on the last day of the full twelfth (12th) month thereafter. Promptly following the Lease Commencement Date, Landlord shall execute and deliver to Tenant a Memorandum of Commencement of Lease in the form as set forth in Exhibit D, attached hereto, which memorandum (if factually correct) Tenant shall execute and return to Landlord within ten (10) days after receipt thereof.

ARTICLE 3

BASE RENT

3.1 Base Rent. Tenant shall pay, without notice or demand, to Landlord or Landlord's agent at the address for rent specified in Section 3 of the Summary, or at such other place as Landlord may from time to time designate in writing, in currency, by wire transfer or a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 8 of the Summary, payable in equal monthly installments as set forth in Section 8 of the Summary in advance on or before the first (1st) day of each and every month during the Lease Term, without any setoff or deduction except as otherwise expressly provided in this Lease. The Base Rent for the first (1st) full month of the Lease Term shall be paid by Tenant to Landlord within thirty (30) days following Tenant's execution of this Lease. If any rental payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental payment is for a period which is shorter than one month, then the rental for any such fractional month shall be a proportionate amount of a full calendar month's rental based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs. If the Lease Commencement Date falls on a day of the month other than the first day of such month, Tenant shall pay (1) the Base Rent for the first full month of the Lease Term within thirty (30) days following Tenant's execution of this Lease, and (2) the prorated Base Rent for the first partial month with the Base Rent for the second full month of the Lease Term. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis. All increases in Base Rent set forth in Section 8 of the Summary shall be tied to the applicable anniversary of the actual Lease Commencement Date as may be adjusted by the preceding sentence.

3.2 Base Rent Abatement. Notwithstanding the provision for the payment of Base Rent for the Premises as set forth in Section 3.1 above, and subject to the provisions of this Section 3.2, Tenant shall be entitled to the abatement of Base Rent for the Premises for the thirty-fourth (34th), thirty-fifth (35th) and thirty-sixth (36th) full calendar months of the initial Lease Term (collectively, the "**Abated Rent**"), provided that (a) all other obligations of Tenant under the Lease shall remain in full force and effect, including, without limitation, Tenant's obligation to pay Additional Rent and parking charges, and (b) a default beyond all applicable notice and cure periods by Tenant has not occurred under the Lease during the initial Lease Term. Landlord's agreement to grant Tenant an abatement of Base Rent pursuant to this Section 3.2 shall be conditioned upon Tenant's performance of all of the terms, covenants and conditions of the Lease. In the event a default by Tenant under the Lease occurs during the initial Lease Term and is continuing beyond all applicable notice and cure periods, any subsequent payment of all or a portion of Abated Rent which would thereafter be due, but for the abatement granted hereby shall be deemed payable as it becomes due,

provided that following any subsequent cure of said default by Tenant, the abatement of rent granted hereby shall be reinstated with respect to installments of the Abated Rent occurring after the cure of such default. The acceptance by Landlord of Rent or the cure of said default shall not be deemed a waiver by Landlord of the immediately foregoing provision unless otherwise expressly set forth in a writing by Landlord.

ARTICLE 4

ADDITIONAL RENT

4.1 Additional Rent. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay to Landlord as additional rent the sum of the following: (i) Tenant's Share (as such term is defined below) of the annual Operating Expenses and Tax Expenses allocated only to the Building (pursuant to Section 4.3.4 below), which are in excess of Operating Expenses and Tax Expenses, respectively allocated only to the Building in the "Base Year," as that term is defined in Section 4.2.1 below; and (ii) Tenant's Share of the annual Operating Expenses and Tax Expenses allocated to the entire Project (pursuant to Section 4.3.4 below), which are in excess of Operating Expenses and Tax Expenses allocated to the entire Project in the Base Year. Such additional rent, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, shall be hereinafter collectively referred to as the "**Additional Rent**." The Base Rent and Additional Rent are herein collectively referred to as the "**Rent**." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. Without limitation on other obligations of Tenant which shall survive the expiration of the Lease Term, but subject to the limitations set forth in Section 4.3.2 below, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 Definitions. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "**Base Year**" shall mean the year set forth in Section 10.2 of the Summary.

4.2.2 "**Calendar Year**" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.3 "**Expense Year**" shall mean each Calendar Year.

4.2.4 "**Operating Expenses**" shall mean all expenses, costs and amounts which Landlord shall pay during any Expense Year because of or in connection with the ownership, management, maintenance, repair, replacement, restoration or operation of the Project, including, without limitation, any amounts paid for: (i) the cost of operating, maintaining, repairing, renovating and managing the utility systems, mechanical systems, sanitary and storm drainage systems, and any escalator and/or elevator systems, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting the validity or applicability of any governmental enactments which affect Operating Expenses, and the costs incurred in connection with the implementation and operation of any government mandated transportation demand management program; (iii) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project; (iv) the cost of parking area repair, restoration, and maintenance, including, but not limited to, resurfacing, repainting, restriping, and cleaning; (v) fees, charges and other costs, including consulting fees, legal fees and accounting fees, of all contractors engaged by Landlord or otherwise reasonably incurred by Landlord in connection with the management,

operation, maintenance and repair of the Project; (vi) any management agreements, including the cost of any management fee and the fair rental value of any management office space serving the Project; (vii) wages, salaries and other compensation and benefits of all persons engaged in the operation, management, maintenance or security of the Project, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; provided, that if any employees of Landlord provide services for more than one project of Landlord, then a prorated portion of such employees' wages, benefits and taxes shall be included in Operating Expenses based on the portion of their working time devoted to the Project; (viii) payments under any easement, license, operating agreement, declaration, restrictive covenant, underlying or ground lease (excluding rent), or instrument pertaining to the sharing of costs by the Project or any portion thereof, including, without limitation, any covenants, conditions or restrictions now or hereafter recorded against or affecting the Project; (ix) operation, repair, maintenance and replacement of all "Systems and Equipment," as that term is defined in Section 4.2.5 of this Lease, and components thereof; (x) the cost of janitorial service, alarm and security service, window cleaning, trash removal, maintenance of curbs and walkways, and repairs to roofs and re-roofing; (xi) annual amortization (including interest on the unamortized cost at the Amortization Interest Rate, as defined below) of the cost of acquiring, or the rental expense of renting, personal property used in the maintenance, operation and repair of the Project; (xii) the cost of any capital alterations, capital additions, capital repairs and capital improvements to the Building and/or Project (a) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Project, (b) made after the Lease Commencement Date that are required under any governmental law or regulation (or amendment thereof) not in effect or being enforced against the Project on the Lease Commencement Date, (c) pertaining to replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common or public areas or facilities, or (d) which are reasonably determined by Landlord to be reasonably required to maintain the functional character of the Project as a first-class office building project; all such costs described in this Section 4.2.4(xii) and the amortization of any other capital expenditures under this Section 4.2.4 (including interest on the unamortized cost at the per annum rate equal to Prime Rate published in *The Wall Street Journal* from time to time *plus* two percent (2%) (the "**Amortization Interest Rate**")) shall be amortized uniformly over the useful life of the particular capital item in question as Landlord shall reasonably determine in accordance with standard real estate management and accounting practices consistently applied by Landlord and consistent with standard real estate management and accounting practices used by landlords of other first-class office projects in Burbank, California (collectively "**Comparable Buildings**"); (xiii) all costs of fire, extended coverage, boiler, sprinkler, public liability, property damage, rent, earthquake and other insurance maintained by Landlord for the Building, the Project, and any of its contents, all as reasonably determined by Landlord or as may be required by any mortgagees or the lessor of any underlying or ground lease affecting the Project, and as more particularly described in Section 10.2, below; (xiv) all charges for utilities for the Building and the Project which Landlord shall pay during any Expense Year, including, but not limited to, the costs of water, sewer and electricity, and the costs of heating, ventilation and air-conditioning ("**HVAC**") and other utilities (but excluding those charges for which tenants directly reimburse Landlord or pay directly to the utility company) as well as related fees, assessments and surcharges and shall include, without limitation, any costs of utilities which are allocated to the Project under any declaration, restrictive covenant, or other instrument pertaining to the sharing of costs by the Project or any portion thereof, including any covenants, conditions or restrictions now or hereafter recorded against or affecting the Project; (xv) the cost of supplying, replacing and cleaning employee uniforms; and (xvi) fees imposed by any federal, state or local government for fire and police protection, trash removal or other similar services which do not constitute Tax Expenses as defined in Section 4.2.6.

If, during all or any part of any Expense Year or the Base Year, Landlord shall not furnish any particular items of work or service (the cost of which, if performed by Landlord, would be included in

Operating Expenses) to a tenant (including Tenant) who has undertaken to perform such item of work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if Landlord had at its own expense furnished such item of work or service to such tenant. In addition, if the Building and/or Project, as applicable, is less than 95% occupied during all or a portion of any Expense Year, Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such year or applicable portion thereof, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Building and/or Project (and any of such other buildings, as applicable) been 95% occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year, or applicable portion thereof. In determining such adjustment pursuant to the immediately preceding sentence, any gross receipts taxes, management fees or other expenses that are tied to the receipt of rental income shall be determined as if the applicable buildings described above were 95% occupied during any Expense Year and all tenants were paying the full rental initially payable under their respective leases (as opposed to half-rent or abated rent). Operating Expenses for the Base Year shall exclude market-wide cost increases due to extraordinary circumstances, including, but not limited to, boycotts and strikes, and utility rate increases due to extraordinary circumstances including, but not limited to, Force Majeure (as defined in Section 26.17 below), conservation surcharges, boycotts, embargoes or other shortages, or amortized costs relating to capital improvements. In no event shall the components of Operating Expenses for any Expense Year related to Project utility, services, or insurance costs be less than the components of Operating Expenses related to Project utility, services, or insurance costs, respectively, in the Base Year.

4.2.4.1 Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not include the following:

(a) brokerage commissions, space planning costs, finders' fees and attorneys' fees incurred by Landlord in connection with leasing or attempting to lease space within the Project;

(b) costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for any tenants in the Project or incurred in renovating or otherwise improving, preparing, decorating, painting or redecorating vacant space for tenants or other occupants of the Project.

(c) interest, points, fees and principal payments on any mortgages encumbering the Project, and other debt costs, if any, except as specifically included in Sections 4.2.4(xi) and (xii) above;

(d) costs of correcting defects in the initial design or construction of the Building;

(e) advertising and promotional expenditures;

(f) costs of any items (including, but not limited to, costs incurred by Landlord with respect to goods, services and utilities sold and/or supplied to tenants and occupants of the Project, and/or for the repair of damage to the Project for items which are reimbursable under any contractor, manufacturer or supplier warranty) to the extent Landlord receives reimbursement from insurance or condemnation proceeds (provided that deductibles shall be included in Operating Expenses), or from a contractor, manufacturer, supplier or any other third party pursuant to any warranty or otherwise

(other than reimbursement by tenants pursuant to the Operating Expenses pass-through provisions of their leases); such proceeds shall be credited to Operating Expenses in the year in which received;

(g) expenses in connection with services or other benefits for which Tenant is charged directly but which are provided to other tenants of the Project at no cost (or are separately reimbursed by such other tenants);

(h) attorneys' fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants or prospective occupants of the Project (including costs incurred due to violations by tenants of the terms and conditions of their leases), or any other attorneys' fees incurred in connection with the Project (including, without limitation, any financing, sale or syndication of the Project), except (A) as specifically enumerated as an Operating Expense in this Lease, or (B) to the extent the expenditure of such attorneys' fees generally benefits the tenants of the Project;

(i) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the operation and management of the Building or Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Building and Project vis-à-vis time spent on matters unrelated to operating and managing the Building and Project;

(j) compensation (including benefits) of any employee of Landlord above the grade of portfolio manager or portfolio engineer;

(k) costs and overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in or to the Project to the extent the same exceeds typical costs and overhead and profit increment of such goods and/or services rendered by qualified unaffiliated third parties on a competitive basis;

(l) any costs for which Landlord has been reimbursed (other than through the Operating Expenses pass-through provisions of other tenants' leases);

(m) costs of signs (other than building directories and signage for various equipment rooms and common areas) in or on the Project or any buildings located on the Project which identify other tenants;

(n) interest, penalties or other costs arising out of Landlord's failure to make timely payment of any of its obligations under this Lease, including, without limitation, Landlord's failure to make timely payment of any item that is included in Operating Expenses or Tax Expenses;

(o) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(p) any ground lease rental;

(q) costs incurred by Landlord due to the violation by Landlord of the terms and conditions of any lease of space within the Project;

(r) Landlord's general corporate overhead and administrative expenses, except for the property management fee and except as they relate to the specific management of the Project;

(s) costs of acquisition of sculptures, painting and other objects of art;

(t) costs of cleanup, removal, investigation and/or remediation (collectively, "**Remediation Costs**") of any Hazardous Materials (as such term is defined in Article 5 below) in, on or under the Project to the extent such Hazardous Materials are (1) in existence as of the Lease Commencement Date and in violation of applicable Laws in effect as of the Lease Commencement Date, or (2) introduced onto the Project after the Lease Commencement Date by Landlord or any of Landlord's agents, employees, contractors or tenants in violation of applicable Laws in effect at the date of introduction; and

(u) any Tax Expenses.

4.2.5 "**Systems and Equipment**" shall mean any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment which serve the Building and/or Project, as applicable, in whole or in part.

4.2.6 "**Tax Expenses**" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project), which Landlord shall pay during any Expense Year because of or in connection with the ownership, leasing and operation of the Project or Landlord's interest therein (including any tax expenses, assessments and other charges allocated to the Project under any declaration, restriction, covenant or other instrument pertaining to the sharing of costs by the Project or any portion thereof, including any covenants, conditions or restrictions now or hereafter recorded against or affecting the Project).

4.2.6.1 Tax Expenses shall include, without limitation:

(i) Any tax on Landlord's rent, right to rent or other income from the Project or as against Landlord's business of leasing any of the Project;

(ii) Any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election ("**Proposition 13**") and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies and charges be included within the definition of Tax Expenses for purposes of this Lease;

(iii) Any assessment, tax, fee, levy, or charge allocable to or measured

by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and

(iv) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises.

(v) In the event the Tax Expenses are reduced on account of Proposition 8 during the Base Year, the Tax Expenses with respect to the Base Year shall be calculated so to ignore such reduction.

4.2.6.2 Any expenses incurred by Landlord in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid.

4.2.6.3 Notwithstanding anything to the contrary contained in this Section 4.2.6, there shall be excluded from Tax Expenses: (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Project); (ii) any items included as Operating Expenses; (iii) any items paid by Tenant under Section 4.4 of this Lease; and (iv) penalties, interest and late charges attributable to Landlord's delinquent payment of any Tax Expenses.

4.2.7 "**Tenant's Share**" shall mean with respect to the Building, the percentage calculated by dividing the number of rentable square feet of the Premises by the total rentable square feet in the Building from time to time and stating such amount as a percentage. Tenant's Share with respect to the Building shall vary depending upon the actual rentable square feet contained within the Building from time to time.

4.3 Calculation and Payment of Additional Rent.

4.3.1 Calculation of Excess. If for any Expense Year ending or commencing within the Lease Term, (i) Tenant's Share of Operating Expenses and Tax Expenses allocated only to the Building pursuant to Section 4.3.4 below for such Expense Year exceeds Tenant's Share of Operating Expenses and Tax Expenses allocated only to the Building for the Base Year, and/or (ii) Tenant's Share of Operating Expenses and Tax Expenses allocated to the entire Project pursuant to Section 4.3.4 below for such Expense Year exceeds Tenant's Share of Operating Expenses and Tax Expenses allocated to the entire Project for the Base Year, then Tenant shall pay to Landlord, in the manner set forth in Section 4.3.2, below, and as additional rent, an amount equal to such excess of the applicable Operating Expenses and/or Tax Expenses (the "**Excess**"). For any partial year within the Lease Term, the Excess shall be calculated by comparing Tenant's Share of Operating Expenses and/or Tenant's Share of Tax Expenses for such partial Expense Year, as applicable, to the comparable pro-rata portion of Tenant's Share of Operating Expenses and/or Tenant's Share of Tax Expenses applicable to the Base Year.

4.3.2 Statement of Estimated Operating Expenses and Tax Expenses. Within thirty (30) days of the commencement of each Expense Year, Landlord shall endeavor to give Tenant a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth Landlord's reasonable estimate (the "**Estimate**") of what the total amount of Operating Expenses and Tax Expenses allocated to the Building only shall be and also what the total amount of Operating Expenses and Tax Expenses allocated to the entire Project shall be pursuant to Section 4.3.4 below for the new Expense Year, and the estimated Excess (the

"**Estimated Excess**"), as calculated by comparing Tenant's Share of Operating Expenses and Tax Expenses (allocated to the Building only and to the entire Project), which shall be based upon the Estimate, to Tenant's Share of Operating Expenses and Tax Expenses (allocated to the Building only and to the entire Project) for the Base Year. Such Estimate Statement shall be itemized on a general major category basis, showing the applicable estimated Operating Expenses and Tax Expenses for such new Expense Year as well as, and with respect to the first Expense Year after the Base Year, the estimated or actual, as applicable, Operating Expenses and Tax Expenses for the Base Year. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights under this Article 4. Tenant shall pay to Landlord Tenant's Share of the Estimated Excess for each such Expense Year, in monthly installments of one-twelfth (1/12) thereof on the first (1st) day of each calendar month during such Expense Year; provided, however, if such Estimate Statement is delivered to Tenant after the start of such new Expense Year, Tenant shall pay to Landlord, with its next installment of Base Rent due, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the last sentence of this Section 4.3.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. If at any time Landlord determines in good faith that the Excess for an Expense Year is projected to vary from the Estimated Excess for such Expense Year, Landlord may, by notice to Tenant, revise such Estimated Excess, and Tenant's monthly installments for the remainder of such Expense Year shall be adjusted so that by the end of such Expense Year Tenant shall have paid to Landlord Tenant's Share of the revised Estimated Excess. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.3.3 Statement of Actual Operating Expenses and Tax Expenses. Following the end of each Expense Year, Landlord shall give to Tenant a statement (the "**Statement**") which shall state (i) the amount of Operating Expenses and Tax Expenses actually incurred or accrued for that Expense Year (including those which are allocated to the Building only and/or which are allocated to the entire Project), and with respect to the first Expense Year following the Base Year, the amount of Operating Expenses and Tax Expenses actually incurred or accrued for the Base Year, and (ii) the amount, if any, of any Excess for that Expense Year. Such Statement shall be itemized on a general major category basis, showing the applicable Operating Expenses and Tax Expenses for such Expense Year (and with respect to the first Expense Year following the Base Year, the applicable Operating Expenses and Tax Expenses for the Base Year). Within ten (10) days after Tenant's receipt of the Statement for such Expense Year, if an Excess is present, Tenant shall pay to Landlord the full amount of the Excess for such Expense Year, less the amounts, if any, actually paid by Tenant to Landlord with respect to such Expense Year as "**Estimated Excess**," as that term is defined in Section 4.3.2 above. If any Statement reflects that the amount of Estimated Excess paid by Tenant to Landlord for such Expense Year is greater than the actual amount of the Excess for such Expense Year, then Landlord shall, at its option, either credit such overpayment toward Tenant's next Estimated Excess payment(s) then due and payable under this Lease, or remit such overpayment to Tenant within thirty (30) days after such applicable Statement is delivered to Tenant. Even though the Lease Term has expired and Tenant has vacated the Premises, if the Statement for the Expense Year in which this Lease terminates reflects that Tenant's payment to Landlord of Estimated Excess for such Expense Year was greater than or less than the actual amount of Excess for such last Expense Year, then, within thirty (30) days after Landlord's delivery of such Statement to Tenant, Landlord shall refund to Tenant any such overpayment, or Tenant shall pay to Landlord any such underpayment, as the case may be. Landlord shall endeavor to deliver the applicable Statement to Tenant within one hundred twenty (120) days after the end of the Expense Year in question, but the failure of Landlord to furnish such Statement within such 120-day period shall not prejudice Landlord from enforcing its rights under this Article 4. In addition, Landlord shall have the right to modify any Statement after the same has been delivered if Landlord becomes aware

of any errors or receives new information or invoices after such Statement was issued. In the event that any such revised Statement so delivered shows that an additional Excess is present, then Tenant shall pay to Landlord, within thirty (30) days of receipt of the revised Statement, the amount of the additional Excess. If any such revised Statement reflects that Tenant has overpaid Tenant's Share of Operating Expenses and Tax Expenses for such Expense Year, Landlord shall, at its option either credit such overpayment toward Tenant's next Estimated Excess payment(s) due under this Lease, or refund the overpayment to Tenant within thirty (30) days after such applicable revised Statement is delivered to Tenant.

4.3.4 Allocation of Operating Expenses and Tax Expenses to the Building. The parties acknowledge that the Building is part of a multi-building commercial project consisting of the Building and the Other Buildings and such other buildings as Landlord and/or any other owners of land within the Project may elect to construct and include as part of the Project from time to time (to be included within the definition of "Other Buildings" once constructed) and that certain of the costs and expenses incurred in connection with the Project (i.e. the Operating Expenses and Tax Expenses) as determined by Landlord shall be shared among the Building and such Other Buildings, while certain other costs and expenses which are solely attributable to the Building or any such Other Buildings, as applicable, shall be allocated directly to the Building or any such Other Buildings, respectively. Accordingly, as set forth in Sections 4.1 and 4.2, above and as determined by Landlord on an equitable basis, some Operating Expenses and Tax Expenses shall be allocated to the Project as a whole, and some Operating Expenses and Tax Expenses shall be allocated only to the Building (as opposed to being allocated collectively to the Building and the Other Buildings), and Tenant's Share shall be calculated for each such category of Operating Expenses and Tax Expenses. As an example of such allocation with respect to Operating Expenses, it is anticipated that Landlord (and/or any other owners of the Project) may receive separate utilities bills from the utilities companies identifying the cost of utilities directly incurred by the Building and each Other Building (as measured by separate meters installed for each such building), and such separately metered or submetered utilities costs shall be calculated for and allocated separately to each such applicable buildings. In addition, in the event Landlord (and/or any other owners of the Project) elect to subdivide certain common area portions of the Project such as landscaping, public and private streets, driveways, walkways, courtyards, plazas, transportation facilitation areas and/or accessways into a separate parcel or parcels of land (and/or separately convey all or any of such parcels to a common area association to own, operate and/or maintain same), the Operating Expenses and Tax Expenses for such common area parcels of land may be aggregated and then reasonably allocated by Landlord to the Building and such Other Buildings on an equitable basis as Landlord (and/or any applicable covenants, conditions and restrictions for any such common area association) shall provide from time to time. Subject to the foregoing provisions of this Section 4.3.4, Landlord shall have the right, from time to time, to equitably allocate some or all of the Operating Expenses and/or Tax Expenses between the Building and the Other Buildings and/or among different tenants of the Project and/or among different buildings of the Project as and when such different buildings are constructed and added to (and/or excluded from) the Project or otherwise (the "**Cost Pools**"). Such Cost Pools may include, without limitation, the office space and/or retail space tenants of the Project or of a building or buildings within the Project. Such Cost Pools may also include an allocation of certain Operating Expenses and/or Tax Expenses within or under covenants, conditions and restrictions affecting the Project. In addition, Landlord shall have the right from time to time, in its reasonable discretion, to include or exclude existing or future buildings in the Project for purposes of determining Operating Expenses and Tax Expenses and/or the provision of various services and amenities thereto, including allocation of Operating Expenses and Tax Expenses in any such Cost Pools. The Operating Expenses and Tax Expenses within each Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner.

4.4 Taxes and Other Charges for Which Tenant Is Directly Responsible. Tenant shall reimburse Landlord within thirty (30) days after demand for any and all taxes or assessments required to be

paid by Landlord (except to the extent included in Tax Expenses by Landlord), excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the parties hereto, when:

(i) said taxes are measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, to the extent the cost or value of such leasehold improvements exceeds the amount per square foot which Landlord uses as a base value above which Landlord charges other tenants of the Project for real estate taxes attributable to the cost or value of leasehold improvements located in such tenants' premises;

(ii) said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project; or

(iii) said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

4.5 Late Charges. If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) business days after said amount is due, then Tenant shall pay to Landlord a late charge equal to three percent (3%) of the amount due. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid when due shall bear interest from the date due until paid at a rate (the "**Interest Rate**") equal to the lower of (i) the then-current prime interest rate as such rate is announced by The Wall Street Journal plus two (2) percentage points, or (ii) the highest rate permitted by applicable law. In addition to the foregoing, if Tenant fails to pay three (3) or more Rent payments by their applicable due date, then Landlord shall have the right, at Landlord's sole option and without limitation of any other rights or remedies available to Landlord, to require that Tenant pay all future payments of Rent by cashier's check, wire transfer or other "good funds" acceptable to Landlord in Landlord's sole discretion.

ARTICLE 5

USE OF PREMISES

5.1 Use. Tenant shall use the Premises solely for the purposes set forth in Section 9 of the Summary, consistent with the character of the Project as a first-class office building, and Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever, unless approved by Landlord in Landlord's sole discretion. Tenant shall be responsible at its sole cost and expense for obtaining and maintaining all government approvals, if any, necessary to operate for the Permitted Use and Landlord makes no representation or warranty as to the same. Tenant further covenants and agrees that it shall not use or suffer, or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of this Lease or in violation of applicable Laws (as defined in Article 22 below) and Tenant shall be bound and shall comply with the non-discriminatory rules and regulations adopted by Landlord from time to time, including, without limitation, the rules and regulations attached as Exhibit E hereto and incorporated herein by this reference. Landlord shall not be responsible to Tenant or to any other person or any violation, or failure to observe, the rules and regulations for the Project by any other

tenant or other person. Tenant shall comply with all recorded covenants, conditions and restrictions, and the provisions of all ground or underlying leases, now or hereafter affecting the Project. In connection with Tenant's compliance obligations under any such Laws and/or such recorded covenants, conditions and restrictions, Tenant agrees to, upon request: (A) develop an active recycling program to reduce solid waste, and participate in any such recycling program developed by Landlord or required under such covenants, conditions and restrictions, and/or developed by any local municipalities or governmental agencies having jurisdiction over the Project; (B) use its best efforts to cooperate in and comply with programs which may be undertaken by Landlord independently, or in cooperation with local municipalities or governmental agencies or other property owners in the vicinity of the Project, to reduce peak levels of commuter traffic; such programs may include, but shall not be limited to, carpools, vanpools and other ride sharing programs, public and private transit, and flexible work hours; (C) to the extent any such traffic mitigation programs are deemed mandatory by such local municipalities or government agencies, to comply with such programs (including any programs implemented by Landlord or required under any covenants, conditions and restrictions recorded against the Project; and (D) in connection with Tenant's obligations under clauses (B) and (C) hereinabove, Tenant agrees to appoint one of its employees to act as a liaison to the transportation coordinator in the Project, if any.

5.2 Hazardous Materials.

5.2.1 Definitions of Hazardous Materials and Environmental Laws. As used in this Lease, the term "**Hazardous Materials**" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively, "**Environmental Laws**").

5.2.2 Tenant's Covenants. Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, manufacture or sale of Hazardous Material. Landlord acknowledges, however, that Tenant will maintain products in the Premises which are incidental to the operation of its general office use, including, without limitation, photocopy supplies, secretarial supplies and limited janitorial supplies, which products contain chemicals which are categorized as Hazardous Materials. Landlord agrees that the use of such products in the Premises in the manner in which such products are designed to be used and in compliance with applicable laws shall not be a violation by Tenant of this Article 5.

5.2.3 Indemnity. Tenant agrees to indemnify, defend, protect and hold Landlord and the Landlord Parties (as defined in Section 10.1 below) harmless from and against any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature, that arise during or after the Lease Term directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Materials in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises or Project or any portion thereof, caused by Tenant, its assignees or subtenants and/or their respective agents, employees, contractors, licensees or invitees. The provisions set forth in this Section 5.2.3 shall survive the expiration or earlier termination of this Lease.

5.3 Prohibited Drug Law Activities. Tenant acknowledges and agrees that, without limitation as to the other provisions of this Lease (including, without limitation, Section 5.1 above), any use or occupancy of the Premises (or any portion thereof) which would be a violation of any state and/or federal

laws relating to the use, sale, possession, cultivation and/or distribution of any controlled substances, including, without limitation, any engagement or intent to engage in activities (whether for commercial or personal purposes) regulated under any California law or other applicable law relating to the medicinal use and/or distribution of marijuana (otherwise known as the Compassionate Use Act of 1996) (collectively, the "**Prohibited Drug Law Activities**") are expressly prohibited and Tenant shall not engage nor permit others to engage in any such Prohibited Drug Law Activities in or about the Premises or Project. A breach of this Section 5.3 shall be deemed a material Default by Tenant under this Lease.

5.4 Asbestos Notification and Requirements.

5.4.1 Asbestos Notification. The Building contains asbestos containing materials. Specific locations may be reviewed in the Landlord's asbestos survey report upon request. A summary of the locations of asbestos containing material is included in the Asbestos Operations and Maintenance Plan, also available upon request from Landlord. Generally, asbestos does not pose a health hazard as long as it remains intact. However, asbestos fibers can be released into air when building materials containing asbestos are damaged or disturbed. A range of building materials may contain asbestos, including but not limited to: (1) sprayed or textured ceilings and walls; (2) stucco, plaster, or drywall and joint compound; (3) insulation on structural steel, boiler, or hot water tanks; (4) insulation around furnaces or heating and air conditioning ducts; and (5) tile and sheet flooring, including linoleum or vinyl; and (5) mastic and adhesives for flooring, carpeting, and mirrors.

5.4.2 Compliance with Asbestos Requirements. Tenant shall comply with all federal, state, and local laws, rules and regulations regarding asbestos in connection with any tenant improvements, repairs, damage, renovations, demolition, and alterations. Tenant shall bear responsibility for conducting any required asbestos inspections, surveys, notifications associated with tenant improvements, repairs, damage, renovations, demolition, and alterations. Tenant shall provide any warnings and notifications to employees, contractors, Landlord, visitors, and others required by any Environmental Laws, including Health and Safety Code Section 25915 *et seq.,* Health and Safety Code Section 25249.5 *et seq.*, and California occupational health and safety regulations. If Tenant undertakes any asbestos inspections or surveys, or makes any notifications or warnings during its tenancy of the Premises, Tenant shall promptly provide a copy of the inspection, survey, notification, or warning documentation to Landlord. Any asbestos surveys, inspections, monitoring, sampling and all repairs, renovation, remodeling, demolition, alterations, or improvements involving any actual or presumed asbestos containing construction materials must be conducted by a properly credentialed and trained asbestos professional. Tenant shall maintain documentation of the asbestos credentials of any asbestos professionals, contractors and consultants involved in any inspections, surveys, monitoring, sampling, repairs, renovations, remodeling, demolition, alterations and improvements, and shall make this documentation available to Landlord upon request.

ARTICLE 6

SERVICES AND UTILITIES

6.1 Standard Tenant Services. Landlord shall provide the following services on all days during the Lease Term in a first-class manner, unless otherwise stated below and provided that Tenant is not in default beyond any applicable notice and cure period. Unless otherwise provided below, Landlord shall manage the Building and Project and such services shall be supplied in a first-class manner consistent with other Comparable Buildings.

6.1.1 Subject to reasonable changes implemented by Landlord and to all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide HVAC when necessary for normal comfort for normal office use in the Premises during Normal Business Hours (as defined below) except for the date of observation of New Year's Day, MLK Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and any other nationally and locally recognized holidays and/or holidays recognized by landlords of Comparable Buildings (collectively, the "**Holidays**"). For purposes of this Lease, "**Normal Business Hours**" shall mean Monday – Friday 8:00 a.m. – 6:00 p.m. and Saturday 9:00 a.m. – 1:00 p.m.

6.1.2 Landlord shall provide adequate electrical wiring and facilities and power for normal general office use as reasonably determined by Landlord. Upon request, Landlord shall replace lamps, starters and ballasts for Building standard lighting fixtures, the cost of which shall be included in Operating Expenses. Tenant shall bear the cost of replacement of all lamps, starters and ballasts for non-Building standard lighting fixtures within the Premises. Landlord shall have and retain the sole right to select and/or change the provider of electrical services to the Building and/or the Project. If separately metered to the Premises (or not otherwise provided by Landlord as part of Operating Expenses), all costs of electrical consumption from the Premises or for services furnished to the Premises shall be paid by Tenant within thirty (30) days of receipt of an invoice therefor.

6.1.3 Landlord shall provide city water from the regular building outlets for drinking, lavatory and toilet purposes for normal office use, including use in any kitchen and other eating areas within the Premises for normal office use.

6.1.4 Landlord shall provide (i) janitorial services five (5) days per week, except the date of observation of the Holidays, in and about the Premises and (ii) window washing services, generally consistent with the services provided at Comparable Buildings.

6.1.5 Landlord shall provide nonexclusive automatic passenger elevator service.

6.1.6 Notwithstanding anything to the contrary contained in this Lease, Landlord assumes no responsibility for the protection of Tenant, its agents and invitees and the property of Tenant and of Tenant's agents and invitees from the acts of third parties. Further, Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord provides security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord provides may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by Laws.

6.1.7 Except when and where Tenant's right of access is specifically excluded as the result of (i) an emergency, (ii) any requirement by Laws, or (iii) a specific provision set forth in this Lease, Tenant shall have the right of access to the Premises, the Building and the Parking Areas twenty-four (24) hours per day, seven (7) days per week during the Lease Term.

6.2 Overstandard Tenant Use. Tenant shall not, without Landlord's prior written consent, (i) use heat-generating machines, machines other than normal fractional horsepower office machines, or

equipment or lighting other than building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system, or (ii) increase the water normally furnished for the normal office use for the Premises by Landlord pursuant to the terms of Section 6.1.3 above. In addition, Tenant shall not use electricity in the Premises in excess of the capacity of the electricity feeders and risers serving the Premises. If Tenant uses water or HVAC in excess of the quantities to be provided by Landlord for normal office use pursuant to Section 6.1 above, or if Tenant's consumption of electricity shall exceed three (3) watts per usable square foot of the Premises for connected electrical load of 120/208 voltage power equipment, calculated on an average monthly basis for the Normal Business Hours described in Section 6.1.1 above, then Tenant shall pay to Landlord, within thirty (30) days after billing, the sum of (A) the actual cost of such excess consumption plus a ten percent (10%) surcharge on such costs to cover Landlord's administrative costs, plus (B) the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, plus (C) the cost of the increased wear and tear and depreciation on existing equipment caused by such excess consumption. Landlord may install devices to separately meter any such excess use, and in such event Tenant shall pay to Landlord the cost of such additional metering devices within ten (10) days after demand therefor. If Tenant desires to use HVAC in the Premises during hours other than the Normal Business Hours pursuant to the terms of Section 6.1.1 above: (x) Tenant shall give Landlord such prior notice, as Landlord shall from time to time establish as appropriate, of Tenant's desired use thereof, and at a minimum, Tenant shall furnish a calendar of minimum after-hours dates on an annual basis; (y) Landlord shall supply such after-hours HVAC to Tenant at such hourly cost to Tenant as Landlord shall from time to time establish; such hourly cost shall be determined on a per floor basis and include, without limitation, the following costs incurred by Landlord to supply such after-hours HVAC on an hourly basis (1) the cost of the utilities consumption plus a surcharge on such costs to cover Landlord's administrative costs, (2) increased wear and tear and depreciation on equipment to provide such after-hours HVAC, and (3) maintenance costs; and (z) Tenant shall pay such cost to Landlord as Additional Rent within thirty (30) days after billing. Landlord shall have the right, upon thirty (30) days written notice, to install an electricity submeter for the Premises at Landlord's expense. As of the date of this Lease, the after-hours HVAC is $85.00 per hour per floor. If such submeter is installed, Tenant shall pay the cost of service reflected by the submeter, but Tenant shall remain obligated to pay Tenant's Share of the cost of electrical services to the extent attributable to furnishing electrical service in the Building and/or Project generally. Tenant shall pay the cost of electrical service reflected by the submeter and, to the extent any electricity is not submetered, including without limitation, electricity used to run the HVAC supplied to the Premises, such use shall be reasonably estimated by Landlord

6.3 Interruption of Use. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project, by any accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for (i) a loss of, or injury to, property, or (ii) any consequential damages, including, without limitation, injury to, or interference with, Tenant's business (including, without limitation, loss of profits), however occurring (including, without limitation, if occurring as a result of the negligent acts or omissions of Landlord or any Landlord Parties), through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6.

6.4 Additional Services. Landlord shall have the exclusive right, but not the obligation, to

provide any additional services which may be required by Tenant, including, without limitation, locksmithing, lamp replacement, additional janitorial service, and additional repairs and maintenance, provided that Tenant shall pay to Landlord within thirty (30) days after billing, the sum of all costs to Landlord of such additional services plus an administration fee equal to fifteen percent (15%) of such costs. Charges for any service for which Tenant is required to pay from time to time hereunder shall be deemed Additional Rent hereunder, and shall be billed on a monthly basis.

6.5 Telecommunications Wiring and Cabling. Notwithstanding any other provision of this Lease, the terms of this Section shall apply to any telecommunications wiring and cabling (including, without limitation, any supporting structure such as conduits, trenches, poles, backboards, slots, sleeves and riser systems) (collectively, the "**Non-Premises Wiring and Cabling**") at any time serving or intended to serve Tenant's telecommunications system serving the Premises between (a) the Minimum Point of Entry for the Building (as defined by and determined in accordance with regulations of the California Public Utilities Commission in effect from time to time, intended to be the point where telecommunications wiring and cabling serving the Premises may connect to telecommunications wiring and cabling owned and operated by a telecommunications company serving tenants in the Building), and (b) the telecommunications equipment room or rooms from time to time designated by Landlord to serve as the starting point for Tenant's individual telecommunications system serving the Premises. Tenant may install, maintain, replace, remove or use any Non-Premises Wiring and Cabling at the Building in or serving the Premises, provided that: (i) Tenant shall obtain Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed; (ii) use an experienced and qualified contractor approved in writing by Landlord, and comply with all of the other provisions of Articles 7 and 8 of this Lease; (iii) subject to the terms of item (i), above, an acceptable amount of space in the riser for additional Non-Premises Wiring and Cabling shall be left available for existing and future occupants of the Premises, as determined in Landlord's reasonable opinion; (iv) the Non-Premises Wiring and Cabling therefor (including riser cables) shall be appropriately insulated to prevent excessive electromagnetic fields or radiation, and shall be surrounded by a protective conduit reasonably acceptable to Landlord; (v) any new or existing Non-Premises Wiring and Cabling servicing the Premises shall comply with all applicable governmental laws and regulations; (vi) as a condition to permitting the installation of new Non-Premises Wiring and Cabling, Landlord may, if Landlord reasonably determines it necessary for the proper installation of such new Lines, require that Tenant remove existing Non-Premises Wiring and Cabling located in or serving the Premises and repair any damage in connection with such removal; and (vii) Tenant shall pay all costs in connection therewith. Landlord reserves the right at any time during the Lease Term to require that Tenant remove any Non-Premises Wiring and Cabling located in or serving the Premises which are installed in violation of these provisions, or which are at any time in violation of any laws or represent a dangerous or potentially dangerous condition.

ARTICLE 7

REPAIRS

7.1 Tenant's Repairs. Subject to Landlord's repair obligations in Section 7.2 and to the provisions of Articles 11 and 13 below, Tenant shall, at Tenant's own expense, keep the Premises and all portions thereof, including all improvements, fixtures, equipment and furnishings therein (including, without limitation, all Systems and Equipment within the Premises or exclusively serving the Premises, wherever located, including all components and equipment and systems providing distribution from the Systems and Equipment), in good order, repair and condition at all times during the Lease Term, except for ordinary wear and tear and casualty damage which is not specifically made the responsibility of Tenant under this Lease. In connection with such repair obligations, Tenant shall, at Tenant's own expense, but

subject to the prior approval of Landlord, and within any reasonable period of time specified by Landlord, promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances; provided, however, that, at Landlord's option, or if Tenant fails to make such repairs within a reasonable period of time and after Landlord has notified Tenant of its intention to do so, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay to Landlord, within thirty (30) days after invoice, the actual, reasonable and documented costs thereof, plus an administration fee equal to ten percent (10%) of such costs. Landlord may, but shall not be required to, enter the Premises at all reasonable times, and upon reasonable prior notice to Tenant (or without notice in case of emergency), to make such repairs, alterations, improvements and additions to the Premises or to the Project or to any equipment located in the Project as shall be necessary or desirable in connection with the first-class management and operation standards for the Project set forth herein, and/or as may be required for Landlord to comply with the provisions of this Lease and/or as may be required by applicable Laws and/or governmental or quasi-governmental authority or court order or decree. Tenant shall ensure that any repairs undertaken by Tenant comply with all Environmental Laws, including asbestos regulations, and Section 5.4.2 above.

7.2 Landlord's Repairs. Anything contained in Section 7.1 above to the contrary notwithstanding, subject to Articles 11 and 13 below, at all times during the Lease Term provided that Tenant is not in default beyond any applicable notice and cure period, Landlord shall repair and maintain in good order, condition and repair, the structural portions of the Project (including, without limitation, foundations, exterior walls, bearing walls and support beams), the exterior windows of the Project, the roof of the Project, the Systems and Equipment and the common areas of the Project; provided, however, to the extent such Landlord-required maintenance and repairs are required to be performed as a result of the negligence or willful misconduct or omission of any duty by Tenant, its agents, employees or invitees, Tenant shall pay to Landlord as additional rent, the reasonable cost of such maintenance and repairs. There shall be no abatement of rent and no liability of Landlord (including any liability for any injury to or interference with Tenant's business) arising from the making of or failure to make any repairs, alterations or improvements in or to any portion of the Project, the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code, or under any similar law, statute, or ordinance now or hereafter in effect.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions or changes to the Premises (collectively, the "**Alterations**") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than fifteen (15) business days prior to the commencement thereof. Landlord shall not unreasonably withhold or delay its consent for any Alterations, except that Landlord may withhold its consent, in its sole and absolute discretion, with respect to such Alterations which (i) affect any area, or which can be seen from any area, outside the Premises, Building or Project, and/or (ii) affect the structural components or Systems and Equipment of the Building and/or Project. Tenant shall pay for all overhead, general conditions, fees and other costs and expenses of the Alterations, and shall pay to Landlord a Landlord supervision fee of ten percent (10%) of the cost of the Alterations. Notwithstanding anything to the contrary contained in this Section 8.1, Tenant may make cosmetic, non-structural interior alterations, additions or improvements to the interior of the Premises (collectively, the "**Acceptable Changes**") without Landlord's consent, which Acceptable Changes shall not be considered Alterations for purposes of this Lease, provided that: (i) Tenant

delivers to Landlord written notice of such Acceptable Changes at least ten (10) business days prior to the commencement thereof; (ii) the aggregate cost of all such Acceptable Changes during any twelve (12) consecutive month period does not exceed Five Thousand Dollars ($5,000.00); (iii) such Acceptable Changes shall be performed by or on behalf of Tenant in compliance with the other provisions of this Article 8; (iv) such Acceptable Changes do not require the issuance of a building permit or other governmental approval; (v) such Acceptable Changes do not affect any Systems and Equipment or the ground floor lobby areas of the Building and/or Project, and cannot be seen from outside the Premises; and (vi) such Acceptable Changes shall be performed by qualified contractors and subcontractors which normally and regularly perform similar work in Comparable Buildings.

8.2 Manner of Construction. Landlord may impose, as a condition of its consent to all Alterations or repairs of the Premises or about the Premises, such commercially reasonable requirements as Landlord may deem desirable (and which are not inconsistent with the rights of Tenant under this Lease), including, but not limited to, the requirement that Tenant utilize for such purposes only union contractors, materials, mechanics and materialmen reasonably approved by Landlord except that Landlord may designate the contractors and subcontractors to perform all work affecting the structural components of the Project or the Systems and Equipment. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable Laws and all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the City of Burbank, in conformance with Landlord's reasonable, non-discriminatory construction rules and regulations. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. All work with respect to any Alterations must be done in a good and workmanlike manner and diligently prosecuted to completion so that the Premises shall at all times be a complete unit except during the period of work. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Building, the Other Buildings, or Project or the common areas for any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project, or interfere with the labor force working on the Project. In the event that Tenant makes any Alterations, Tenant agrees to carry "Builder's All Risk" for insurance on a completed value basis covering the construction of such Alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond, or, at Tenant's option, some alternate form of security reasonably satisfactory to Landlord, in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the Office of the Los Angeles County Recorder in accordance with Section 8182 of the California Civil Code or any successor statute, and Tenant shall deliver to the management office for the Project a reproducible copy of the "as built" drawings of the Alterations. Tenant shall ensure that any alterations undertaken by Tenant comply with all Environmental Laws, including asbestos regulations, and Section 5.4.2 above. Tenant shall not introduce any asbestos containing materials without obtaining prior written consent from Landlord, which may be withheld or conditioned in Landlord's sole discretion. If Landlord consents to Tenant introducing or using any asbestos containing material, Landlord may require Tenant to conduct an asbestos survey upon completion of the work and provide a copy of the resulting survey report to Landlord.

8.3 Payment for Improvements. If payment is made directly to contractors, Tenant shall comply with Landlord's reasonable requirements for final lien releases and waivers in connection with Tenant's payment for work to contractors. If Tenant orders any work directly from Landlord, Tenant shall

pay to Landlord a percentage of the cost of such work (such percentage to be established on a uniform basis for the Project) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work. If Tenant does not order any work directly from Landlord, Tenant shall promptly reimburse Landlord for Landlord's reasonable, actual, out-of-pocket costs and expenses actually incurred in connection with Landlord's review of such work.

8.4 Landlord's Property. All Alterations, improvements and/or fixtures (excluding Tenant's trade fixtures, moveable furniture and personal property) which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant and shall become the property of Landlord upon expiration of the Lease Term or earlier termination of this Lease; provided, however: (i) Tenant may not remove any Tenant Improvements or Alterations paid for by Landlord with Landlord's own funds or out of any tenant improvement allowances provided by Landlord (except any such removal made in connection with Alterations approved by Landlord); and (ii) Landlord may, by written notice delivered to Tenant concurrently with Landlord's approval of the final working drawings for any Alterations (or for the initial tenant improvements constructed for the Premises), identify those Alterations (or initial tenant improvements for Tenant's initial occupancy, as the case may be) which Landlord will require Tenant to remove at the expiration or earlier termination of this Lease, including without limitation, cabling and wiring. If Landlord requires Tenant to remove any such Alterations (or any such initial tenant improvements) which are constructed for the Premises, Tenant, at its sole cost and expense, shall remove the identified Alterations and improvements on or before the expiration or earlier termination of this Lease and repair any damage to the Premises caused by such removal. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations or improvements, Landlord may do so and may charge the cost thereof to Tenant.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Project, Building or Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or at the direction of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least fifteen (15) business days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Project, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises (excluding any work performed by Landlord), and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be released and removed of record (by payment, statutory bond or other lawful means) within ten (10) days after Tenant has notice of such lien. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed of record within such 10-day period, then Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all reasonable sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall be paid

by Tenant to Landlord within thirty (30) days after written demand by Landlord.

ARTICLE 10

INSURANCE

10.1 Indemnification and Waiver.

10.1.1 Tenant hereby assumes all risk of damage to property and injury to persons, in, on, or about the Premises from any cause whatsoever (including, without limitation, the negligent acts or omissions of any Landlord Parties) and agrees that Landlord, and its members, sub-members, partners, and subpartners, and their respective officers, agents, property managers, employees, advisors and independent contractors (collectively, "**Landlord Parties**") shall not be liable for, and are hereby released from any responsibility for, any damage to property or injury to persons or resulting from the loss of use thereof, which damage or injury is sustained by Tenant or by other persons claiming through Tenant. In addition, except as expressly provided in Section 10.1.2 below, Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability, including without limitation court costs and reasonable attorneys' fees (collectively, "**Claims**") incurred in connection with or arising from any cause in, on or about the Premises (including, without limitation, Tenant's installation, placement and removal of Alterations, improvements, fixtures and/or equipment in, on or about the Premises), and any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, licensees or invitees of Tenant or any such person, in, on or about the Premises, Building and Project.

10.1.2 Notwithstanding the provisions of Section 10.1.1 above to the contrary, Tenant's indemnity of Landlord in Section 10.1.1 above, shall not apply to: (i) any Claims to the extent resulting from the negligence or willful misconduct of the Landlord Parties or (ii) any loss of or damage to Landlord's property to the extent Landlord has waived such loss or damage pursuant to Section 10.4 below.

10.1.3 The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease.

10.2 Landlord's Insurance and Tenant's Compliance with Insurance Requirements. Landlord shall, from and after the date hereof until the expiration of the Lease Term, maintain in effect the following insurance: (i) physical damage insurance (including a rental loss endorsement) providing coverage in the event of fire, vandalism, malicious mischief and all other risks normally covered under "special form" policies in the geographical area of the Project, covering the Project (excluding, at Landlord's option, the property required to be insured by Tenant pursuant to Section 10.3 below) in an amount not less than one hundred percent (100%) of the full replacement value of the Project, together with such other risks as Landlord may from time to time determine (provided, however, that Landlord shall have the right (but not the obligation), at Landlord's sole discretion, to obtain earthquake and/or flood insurance); and (ii) commercial general liability insurance including a Commercial Broad Form Endorsement or the equivalent in the amount of at least Two Million Dollars ($2,000,000.00), against claims of bodily injury, personal injury or property damage arising out of Landlord's operations, assumed liabilities (including the liabilities assumed by Landlord under this Lease), contractual liabilities, or Landlord's use of the Project, common areas and Parking Areas. Such coverages may be carried under blanket insurance policies. The insurers providing such insurance shall be licensed or authorized to do business in the State of California. Tenant shall, at Tenant's expense, comply as to the Premises with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium

for Landlord's insurance policies, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body where applicable due to Tenant's Alterations or use of the Premises.

10.3 Tenant's Insurance. From and after the date (the "**Insurance Start Date**") which is the earlier of (i) the date Tenant enters any portion of the Premises to commence occupancy thereof or perform any work under this Lease or install any of Tenant's personal property or equipment therein or (ii) the Lease Commencement Date, and continuing thereafter throughout the Lease Term, Tenant shall maintain the following coverages in the following amounts (all of which shall be at Tenant's sole cost and expense, including, without limitation, the deductible amounts payable in connection with such coverages):

10.3.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury, advertising injury, and property damage ("**CGL Claims**") arising out of Tenant's operations, assumed liabilities or use of the Premises, including a Broad Form Commercial General Liability endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 10.1 of this Lease, for limits of liability not less than:

Bodily Injury and Property Damage Liability	$1,000,000.00 each occurrence $2,000,000.00 annual aggregate *
Personal Injury Liability	$1,000,000.00 each occurrence $2,000,000.00 annual aggregate *
Umbrella liability insurance coverage	$5,000,000 each occurrence $5,000,000 annual aggregate

* The above-referenced aggregate liability limits shall apply on a per location/lease basis. In other words, such aggregate limits shall not be reduced or limited in any way as a result of any CGL Claims arising out of Tenant's operations, assumed liabilities or use of any premises other than the Premises or Tenant's obligations under any lease other than this Lease.

10.3.2 All risk" property insurance with extended coverage (including theft, sprinkler leakage and boiler and machinery if applicable) covering all present and future Tenant's Property and Fixtures and all betterments and improvements in the Premises, whether installed by Landlord or Tenant, to a limit of not less than the full replacement cost thereof,

10.3.3 Worker's compensation insurance as required by law.

10.3.4 Employer's liability insurance on an "occurrence" basis with a limit of not less than $1,000,000 per occurrence.

10.3.5 Comprehensive automobile liability insurance having a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles.

10.3.6 Business interruption, loss-of-income and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of gross earnings for twelve (12) months attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises or to the Building as a result of such perils.

10.3.7 Network Security and Privacy Liability Insurance (or referred to as Cyber Enterprise Risk Management Insurance) with limits of not less than $3,000,000 per claim and annual aggregate covering actual or alleged acts, errors or omissions committed by the Tenant. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Tenant. Further, the policy shall expressly provide, but not be limited to, coverage that is not limited by exclusions or definitions of loss for the following:

(a) defense of any regulatory action involving a breach of privacy;\

(b) failure to protect the Landlord's confidential information (personal and commercial information) from unauthorized disclosure or unauthorized access including cyberterrorism;

(c) failure to adequately protect physical security of servers and systems including cyberterrorism;

(d) the costs for: notification, whether or not required by statute, credit monitoring identity restoration, forensic accounting, public relations or legal experts; and

(e) third party liability.

10.3.8 Form of Policies. The minimum limits of policies of insurance required to be carried by Landlord and Tenant under this Lease shall in no event limit the liability of Tenant or Landlord under this Lease. Tenant's insurance shall: (i) name Landlord, and any property manager and mortgagee of Landlord, as additional insureds with respects to the liability coverages and as loss payees, as their respective interests may appear with respect to the property insurance; (ii) specifically cover the liability assumed by Tenant under this Lease to the extent insurable by a commercially reasonably available Commercial General Liability Policy, including, but not limited to, Tenant's obligations under Section 10.1.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-XII in Best's Insurance Guide and approved to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee or ground or underlying lessor of Landlord; (vi) contain a ISO standard cross-liability endorsement or severability of interest clause reasonably acceptable to Landlord; and (vii) include commercially reasonable deductibles (which shall in no event exceed $10,000.00 for the insurance required in Sections 10.3.2). Tenant shall deliver certificates of such policies to Landlord on or before the Insurance Start Date and at least thirty (30) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate within such time periods, Landlord may, at its option after written notice to Tenant, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord as Additional Rent within thirty (30) days after delivery to Tenant of bills therefor. At Tenant's option, Tenant may provide the coverages required under this Article 10 through blanket policies of insurance covering Tenant's other properties so long as the coverage required under this Lease with respect to the Premises and Project is not reduced or impaired as a result thereof (including as a result of any claims made or aggregate limits with respect to such other properties). At Tenant's option, Tenant may satisfy insurance coverages required by this Lease through a self-insured retention program or participation in a municipal risk pool.

10.4 Subrogation. Landlord and Tenant agree to have their respective insurance companies

issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. Anything in this Lease to the contrary notwithstanding (including the provisions of Section 10.1 above), Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of actions against each other, their respective agents, officers and employees, for any loss or damage that may occur to the Premises, Building or Project, or personal property within the Building, regardless of cause or origin, including the negligence of Landlord and Tenant and their respective agents, officers and employees, but only to the extent the releasing party's loss or damage is covered under casualty insurance policies in effect at the time of such loss or damage or would have been covered by the casualty insurance required to be carried under Sections 10.2 and 10.3 above had the releasing party complied with its applicable insurance obligations thereunder. Each party agrees to give immediately to its respective insurance company which has issued policies of insurance covering any risk of direct physical loss, written notice of the terms of the mutual waivers contained in this Section 10.4, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

10.5 Additional Insurance Obligations. Tenant shall carry and maintain, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10, and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord; provided, however, that in no event shall such increased coverage be in excess of that required by landlords of tenants leasing comparable-sized space in Comparable Buildings.

ARTICLE 11

DAMAGE AND DESTRUCTION

11.1 Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord after Tenant becomes aware of any damage to the Premises resulting from fire or any other casualty. If the Premises or any common areas of the Building or Project serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the base, shell, and core (the "**Base Building**") elements of the Premises and such common areas. Such restoration shall be to substantially the same condition of the Base Building of the Premises and common areas prior to the casualty, except for modifications required by zoning and building codes and other laws, or any other modifications to the common areas deemed reasonably desirable by Landlord provided access to the Premises and any common restrooms serving the Premises shall not be materially impaired thereby. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises, Landlord shall have the right to require that Tenant assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Sections 10.3.2(ii) and (iii) of this Lease, in which event Landlord shall repair any injury or damage to the Tenant Improvements and Alterations installed in the Premises and shall return such Tenant Improvements and Alterations to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord on a progress payment basis with the first such payment being due from Tenant after Landlord's commencement of the repair of the damage. In connection with such repairs and replacements, Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's reasonable review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work pursuant to Landlord's standard competitive bidding procedures. If applicable, for

repairs and replacements paid for in whole or in part by Tenant pursuant to this Section, Landlord and its contractors shall comply with requirements applicable to public works construction as required by the California Labor Code. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided, however, that if such fire or other casualty shall have damaged the Premises or common areas necessary to Tenant's occupancy to such a degree that Tenant is prevented from using, and does not use, all or any part of the Premises as a result thereof and such fire or other casualty is not the result of Tenant's negligence or willful misconduct, then Landlord shall allow Tenant a proportionate abatement of Rent during the time and to the extent Tenant is so prevented from using and does not use the Premises as a result thereof.

11.2 Landlord's Option to Repair. Within ninety (90) days after Landlord becomes aware of such damage, Landlord shall notify Tenant in writing ("**Landlord's Damage Notice**") of the estimated time, in Landlord's reasonable judgment, required to substantially complete the repairs of such damage. Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises, Building and/or the Project and instead terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after Landlord becomes aware of such damage, but Landlord may so elect only if the Building and/or Project shall be damaged by fire or other casualty or cause, whether or not the Premises are affected and one or more of the following conditions is present: (i) repairs cannot in Landlord's opinion, as set forth in Landlord's Damage Notice, reasonably be completed within nine (9) months after the date Landlord becomes aware of such damage (when such repairs are made without the payment of overtime or other premiums); or (ii) the damage is not fully covered by Landlord's insurance policies obtained or required to be obtained by Landlord pursuant to Section 10.2 above. Further, in the event that the Premises, Building and/or Project are destroyed or damaged to any substantial extent during the last twelve (12) months of the Lease Term, then notwithstanding anything contained in this Article 11, Landlord shall have the option to terminate this Lease by giving written termination notice to Tenant of the exercise of such option within thirty (30) days after the date Landlord becomes aware of such damage or destruction. If Landlord exercises any of its options to terminate this Lease as provided above in this Section 11.2: (A) this Lease shall cease and terminate as of the date set forth in Landlord's termination notice, which termination date shall be no less than thirty (30) days and no more than one hundred twenty (120) days after such termination notice is delivered to Tenant; provided, however, that if the termination notice is delivered as a result of a casualty damage occurring during the last twelve (12) months of the Lease Term, such termination date shall be no less than thirty (30) days after such termination notice is delivered to Tenant; (B) Tenant shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination and subject to abatement as provided in Section 11.1 above; and (C) both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

11.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Project, and any statute or regulation of the state in which the Project is located, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Project.

ARTICLE 12

NONWAIVER

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment of any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

ARTICLE 13

CONDEMNATION

13.1 Permanent Taking. If all or any portion of the Premises, the Building or the Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice to Tenant, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken or if access to more than twenty-five (25%) of the Premises is substantially impaired, Tenant shall have the option to terminate this Lease upon ninety (90) days' notice to Landlord, provided such notice is given no later than one hundred eighty (180) days after the date of such taking. Landlord shall be entitled to receive the entire award or payment in connection with any such taking, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claim does not diminish the award available to Landlord, its ground lessor with respect to the Project or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination, or the date of such taking, whichever shall first occur. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be equitably abated and Landlord shall at its sole expense restore the Building in which the remainder of the Premises are located to any architecturally complete and functional condition. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

13.2 Temporary Taking. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises or access thereto for a period of one hundred eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional

Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

14.1 Transfers. Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant and its employees (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including a calculation of the "**Transfer Premium**," as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, and (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and any other information reasonably required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord shall grant consent, Tenant shall pay Landlord's actual, documented and reasonable legal fees incurred by Landlord, within ten (10) days after written request by Landlord.

14.2 Landlord's Consent. Landlord shall not unreasonably withhold or condition its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Landlord shall notify Tenant of Landlord's consent or reasonable disapproval of any such Transfer within thirty (30) days after Landlord's receipt of the Transfer Notice and all other information required to be delivered by Tenant to Landlord in connection with such proposed Transfer as set forth in Section 14.1 above. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

14.2.1 The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project as a first-class multi-tenant office building project;

14.2.2 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease or which would conflict with any exclusive use rights of other tenants or occupants of the Project;

14.2.3 The Transferee is either a governmental agency or instrumentality thereof;

14.2.4 The Transfer will result in more than a lawfully authorized number of occupants per floor within the Subject Space;

14.2.5 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested;

14.2.6 The terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant, in violation of the express terms of this Lease;

14.2.7 The rent to be paid by the proposed Transferee is less than ninety-five percent (95%) of the rate at which Landlord is then offering comparable space in the Project;

14.2.8 The Subject Space lacks appropriate means of ingress and egress and/or will not be in conformity with all applicable building and safety codes;

14.2.9 At Landlord's option, Tenant is in default under this Lease beyond applicable notice and cure periods; or

14.2.10 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Project at the time of the request for consent, or (ii) is negotiating with Landlord to lease space in the Project at such time.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may, within six (6) months after Landlord's consent, but not later than the expiration of said six (6)-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be materially more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture under Section 14.4 of this Lease).

14.3 Transfer Premium. If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee. "**Transfer Premium**" shall mean all rent, additional rent, parking charges and other consideration received from such Transferee in excess of the Rent, Additional Rent, parking charges and other consideration payable by Tenant under this Lease on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the actual, reasonable and documented expenses incurred by Tenant for (i) any changes, alterations and improvements made to the Premises, and/or any tenant improvement allowance provided by Tenant to the Transferee, in connection with the Transfer, (ii) any brokerage commissions and advertising expenses in connection with the Transfer, and (iii) reasonable legal fees incurred by Tenant in negotiating the Transfer and obtaining Landlord's consent thereto. "Transfer Premium" shall also include, but not be limited to, key money and bonus money paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to the Transferee

in connection with such Transfer.

14.4 Landlord's Option as to Subject Space. Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice, to recapture the Subject Space. Such recapture shall cancel and terminate this Lease, with respect to the Subject Space as of the date stated in the Transfer Notice as the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Transfer Notice. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the Subject Space under this Section 14.4, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed Transferee, subject to provisions of the last paragraph of Section 14.2 of this Lease.

14.5 Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, by an authorized officer of Tenant, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of this Lease from liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times and upon prior reasonable notice to Tenant to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within ten (10) days after demand, pay the deficiency together with interest thereon at the Interest Rate, and if found understated by more than five percent (5%), Landlord's cost of such audit.

14.6 Additional Transfers. For purposes of this Lease, the term "**Transfer**" shall also include: (i) if Tenant is a partnership (including a limited liability partnership) or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners or members (as the case may be), or transfer of fifty percent (50%) or more of partnership interests or membership interests (as the case may be), within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof; and (ii) if Tenant is a closely held corporation or limited liability company (i.e., whose stock or membership interests are not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Tenant, (B) the sale or other transfer of more than an aggregate of fifty percent (50%) of the voting shares or membership interests of Tenant within a twelve (12)-month period (other than transfer of voting shares or membership interests to immediate family members by reason of gift or death) or (C) the sale, mortgage, hypothecation or pledge of more than an aggregate of fifty percent (50%) of the value of the unencumbered assets of Tenant within a twelve (12) month period.

14.7 Occurrence of Default. Any Transfer hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful

means; or (ii) require that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If Tenant shall be in default under this Lease, after the expiration of all applicable cure periods provided in this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured; provided that Landlord's authorization to act as Tenant's agent shall not prejudice Tenant's right to challenge Landlord's claim of default in a court of competent jurisdiction. Tenant hereby agrees that such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder after the expiration of the applicable notice and cure periods provided in this Lease, without any need for confirmation thereof by Tenant. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of Rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

14.8 Non-Transfers. Notwithstanding anything to the contrary contained in this Article 14, Tenant may assign its entire interest under this Lease or sublease all or a portion of the Premises to an Affiliate (as defined hereinbelow) without the consent of Landlord and without the payment of any Transfer Premium, provided that the following conditions are satisfied: (a) the Affiliate is a bona fide entity engaged in a business substantially similar to Tenant; (b) the Affiliate has a net worth and liquid cash position at least equal to Tenant's net worth and liquid cash position as of the date of this Lease; (c) the Affiliate shall assume the obligations of Tenant under this Lease by signing a commercially reasonable assumption agreement; provided, however, in no event shall such assumption relieve Tenant or any guarantor of this Lease from liability under this Lease; (d) such assignment or sublease shall not be a subterfuge by Tenant to avoid its obligations under this Lease; and (e) Tenant shall give Landlord not less than thirty (30) days' prior written notice of any such assignment or sublease to an Affiliate and concurrently therewith furnish Landlord with satisfactory evidence that all of the foregoing conditions have been satisfied. For purposes of this Article 14, an "**Affiliate**" shall mean and refer to: (i) an entity which acquires all or substantially all of the assets of Tenant; (ii) a corporation, partnership, limited liability company or other entity that controls, is controlled by or is under common control with Tenant; and/or (iii) an entity created by a merger with Tenant. "**Control**," as used in this Section 14.8, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by the ownership of voting securities, by contract or otherwise.

14.9 No Release or Waiver. No Transfer to an Affiliate or otherwise shall ever be construed to constitute a waiver of any of Tenant's covenants contained in this Lease, a release of Tenant from any obligation or liability of Tenant under this Lease, or a waiver of any of Landlord's rights under this Lease.

ARTICLE 15

SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery

of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises.

15.2 Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs, casualty damage and condemnation damage which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises any cabling or wiring installed or caused to be installed by Tenant, all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work and other articles of personal property owned by Tenant or any person claiming under Tenant or installed or placed by Tenant (or other person claiming under Tenant) (but not permanently affixed to the Premises) at its expense in the Premises, and Tenant shall repair at its own expense all damage to the Premises and Project resulting from such removal. Tenant shall ensure that removal of Tenant property complies with all Environmental Laws, including asbestos regulations, and Section 5.4.2 above.

15.3 Disposal of Property. Any property of Tenant not removed by Tenant upon the expiration of the Term of this Lease, or within forty-eight (48) hours after a termination by reason of Tenant's default, shall be considered abandoned and Landlord may remove and dispose of any such property in any manner or store the same in a public warehouse or elsewhere for the account, and at the expense and risk, of Tenant. If Tenant fails to pay the cost of storing any such property within ten (10) days of Landlord's demand, Landlord may sell any such property at public or private sale, in such manner and at such place or places as Landlord may deem proper and in accordance with applicable Laws, without notice to or demand upon Tenant. Landlord shall apply the sales proceeds, first, to the cost of sale, including reasonable attorneys' fees, second, to the repayment of the cost of removal and storage, third, to the payment of any other sum which may then or thereafter be due to Landlord from Tenant under this Lease, and fourth, the balance, if any, to Tenant.

ARTICLE 16

HOLDING OVER

If Tenant holds over after the expiration of the Lease Term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a monthly rate equal to two hundred percent (200%) of the sum of Base Rent *plus* Additional Rent payable pursuant to Section 4.1, above, applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Landlord hereby expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom,

Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, and such indemnification by Tenant shall specifically include, without limitation, Rental Loss Damages (as hereinafter defined). As used in this Lease, "**Rental Loss Damages**" shall mean any claims made by any succeeding tenant founded upon such failure to surrender, any lost profits to Landlord resulting therefrom, any liability or loss Landlord may reasonably expect to incur in connection with the delay of the delivery of the Premises to the successor tenant, any other consequential damages that Landlord suffers as a result of Tenant's failure to surrender the Premises upon the termination or expiration of this Lease.

ARTICLE 17

ESTOPPEL CERTIFICATES

Within ten (10) days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate, in a form as may be reasonably required by Landlord, any prospective mortgagee or purchaser of the Project, or any portion thereof, indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee or purchasers. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. Failure of Tenant to execute and deliver such estoppel certificate within such 10-day period shall constitute an acknowledgment by Tenant that statements included in the estoppel certificate delivered to Tenant by Landlord are true and correct, without exception. In addition, at any time during the Lease Term, Landlord may require Tenant to provide Landlord with a current financial statement and financial statements of the three (3) years prior to the current financial statement year. Such statements shall be prepared in accordance with the applicable standards issued by the Governmental Accounting Standards Board (GASB) and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

ARTICLE 18

SUBORDINATION

18.1 Subordination. This Lease is and shall be subject and subordinate to each ground lease of the Project and to the lien of each mortgage or trust deed of trust now or hereafter in force against the Project (herein, a "Mortgage"), and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of each such Mortgage, unless the holder of any such Mortgage (each, a "Mortgagee"), or the lessors under any such ground lease requires in writing that this Lease be superior thereto. Such subordination shall be effective automatically and without the need for further documentation, but, if requested by the Mortgagee of any such Mortgage or the lessor under any such ground lease, Tenant shall, within five (5) business days after Tenant's receipt of such request, execute such further instruments or assurances as such Mortgagee or ground lessor shall reasonably require. If a Mortgagee of a Mortgage made prior to the execution of this Lease shall request that this Lease have priority over such Mortgage, this Lease shall have priority over such Mortgage and all renewals, modifications, replacements, consolidations and extensions thereof and all advances made thereunder and the interest thereon, and Tenant shall, within ten (10) days after Tenant's receipt of same, execute, acknowledge and deliver to such Mortgagee any and all documents and instruments required by such mortgagee to confirm the priority of this Lease. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any foreclosure proceeding or sale.

18.2 Attornment. In the event of (i) the termination of any ground lease of the Project or (ii) the purchase of the Premises or Landlord's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any Mortgage or pursuant to a power of sale contained in any Mortgage, then in any of such events Tenant shall, at the request of such transferee or purchaser of Landlord's interest, attorn to and recognize the transferee or purchaser of Landlord's interest or ground lease, as the case may be, as "Landlord" under this Lease for the balance then remaining of the Term, and thereafter this Lease shall continue as a direct Lease between such party, as "Landlord", and Tenant, as "Tenant". Tenant shall send to each Mortgagee (after notification of the identity of such Mortgagee and the mailing address thereof) copies of all notices that Tenant sends to Landlord pursuant to this Lease; such notices to such Mortgagee shall be sent concurrently with the sending of the notices to Landlord and in the same manner as notices are required to be sent pursuant to Section 24.14 below. Tenant will accept performance of any provision of this Lease by such Mortgagee as performance by, and with the same force and effect as though performed by, Landlord. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until (A) Tenant gives notice of such act or omission to Landlord and to each such Mortgagee, and (B) a reasonable period of time for remedying such act or omission elapses following the time when such Mortgagee becomes entitled under such Mortgage to remedy same (which reasonable period shall in no event be less than the period to which Landlord is entitled under this Lease or otherwise, after similar notice, to effect such remedy and which reasonable period shall take into account such time as shall be required to institute and complete any foreclosure proceedings).

ARTICLE 19

DEFAULTS; REMEDIES

19.1 Events of Default. The occurrence of any of the following shall constitute a "**Default**" or "**default**" of this Lease by Tenant:

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due, where such failure continues for thirty (30) days after written notice of such failure from Landlord to Tenant; any such notice delivered by Landlord shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar successor law; or

19.1.2 Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default as soon as possible; any such notice delivered by Landlord shall, at Landlord's option, be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar successor law; or

19.1.3 To the extent permitted by law, a general assignment by Tenant or any guarantor of the Lease for the benefit of creditors, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, with the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure

of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

19.1.4 The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17, 18 or 21 of this Lease where such failure continues for more than ten (10) business days after notice from Landlord.

19.2 Remedies Upon Default. Upon the occurrence of any default by Tenant pursuant to Section 19.1 above which remains uncured after expiration of the applicable notice and cure period set forth in Section 19.1 above, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any additional notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, and expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in subsections 19.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate (as defined in Section 4.5 of this Lease). As used in subsection 19.2.1(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes

due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 Landlord may, but shall not be obligated to, make any such payment or perform or otherwise cure any such obligation, provision, covenant or condition on Tenant's part to be observed or performed (and may enter the Premises for such purposes). Any such actions undertaken by Landlord pursuant to the foregoing provisions of this Section 19.2.3 shall not be deemed a waiver of Landlord's rights and remedies as a result of Tenant's failure to perform and shall not release Tenant from any of its obligations under this Lease.

19.3 Payment by Tenant. Tenant shall pay to Landlord, within thirty (30) days after delivery by Landlord to Tenant of statements therefor, sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with Landlord's performance or cure of any of Tenant's obligations pursuant to the provisions of Section 19.2.3 above. Tenant's obligations under this Section 19.3 shall survive the expiration or sooner termination of the Lease Term.

19.4 Sublessees of Tenant. If Landlord elects to terminate this Lease on account of any default by Tenant as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.5 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord or Tenant in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

19.6 Efforts to Relet. For the purposes of this Article 19, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. If Landlord elects to terminate this Lease pursuant to Section 19.2.1 above following Tenant's default, Landlord shall use commercially reasonable efforts to mitigate its damages to the extent required by applicable Laws. The foregoing enumeration is not exhaustive, but merely illustrative of acts, which may be performed by Landlord without terminating Tenant's right to possession.

19.7 Recovery of Concessions and Fees Upon Early Termination. Notwithstanding anything to the contrary set forth in this Lease and in addition to all of Landlord's remedies set forth in this Article 19, in the event that Tenant's right of possession of the Premises is terminated prior to the end of the Lease Term by reason of default, legal process, abandonment or any other reason other than Landlord's default hereunder or the mutual agreement of the parties hereto, then, immediately upon such termination, Tenant shall owe and pay to Landlord (within thirty (30) days after Tenant receives a written invoice for the same

from Landlord) an amount equal to the unamortized portion as of that date (which amortization shall be based upon an interest rate of ten percent (10%) per annum) of the sum of: (i) the value of any tenant improvement allowance provided to Tenant by Landlord in connection herewith and/or any construction costs Landlord was required to expend in connection with Tenant's initial improvements to the Premises; (ii) any brokerage commissions paid by Landlord in connection with this Lease; (iii) any free or reduced rent or parking which Tenant received pursuant to the Lease; (iv) any other monetary concessions which Tenant received pursuant to the Lease including, but not limited to, moving or furniture allowances; and (v) any fees incurred by Landlord in connection with this Lease including, but not limited to, permitting fees, construction supervision fees, attorneys' fees and costs and management fees.

19.8 Landlord's Right to Cure Default; Payments by Tenant.

19.8.1 Landlord's Cure. All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, and such failure shall continue in excess of the time allowed under Sections 19.1.1 or 19.1.2, above, except in the event of an emergency or as required by law in which case no notice shall be necessary, then upon three (3) additional days' notice from Landlord, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

19.8.2 Tenant's Reimbursement. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within thirty (30) days after delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations reasonably incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 19.8.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law including, without limitation, all reasonable legal fees and costs and other amounts so expended. Tenant's obligations under this Section 19.8.2 shall survive the expiration or sooner termination of the Lease Term.

19.9 Landlord Default. Notwithstanding anything to the contrary set forth in this Lease, Landlord shall not be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity.

ARTICLE 20

COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, so long as Tenant is not in default under this Lease and any applicable notice of such default has been delivered and any applicable cure period has expired, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants,

conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

ARTICLE 21

SIGNS

21.1 Interior Signage. Tenant, at its sole cost and expense, may install identification signage anywhere within the interior of the Premises, provided that such signs are not visible from the exterior of the Building.

21.2 Building Directory and Suite Signage. At Landlord's cost and subject to Landlord's Building and/or Project standard signage program, Landlord shall place Tenant's name in any ground floor lobby directory (or its equivalent) to be located in the ground floor lobby of the Building, provided that in no event shall Tenant have the right to more than one line per 1,000 rentable square feet of the Premises (which amount shall be rounded down to the nearest whole number). At Landlord's cost and subject to Landlord's Building and/or Project standard signage program, Landlord shall place Tenant's name beside the entrance doors to the Premises.

21.3 Prohibited Signage and Other Items. Except as expressly provided in this Article 21, Tenant may not install any signs, notices, logos, pictures, names or advertisements on the exterior or roof of the Building, the Other Buildings or the common areas of the Building or the Project or anywhere which can be seen from outside the Premises. Any signs, window coverings, or blinds (even if the same are located behind the Landlord approved window coverings for the Building), or other items visible from the exterior of the Premises or Building are subject to the prior approval of Landlord, in its sole discretion. Any such signs, notices, logos, pictures, names, advertisements, window coverings, blinds or other items visible from the exterior of the Premises or Building which are installed and that have not been individually approved by Landlord pursuant to this Article 21 or otherwise may be removed without notice by Landlord at the sole expense of Tenant. Upon expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, (i) remove all of Tenant's signage which constitutes non-Building and/or Project standard signage, and (ii) repair any and all damage resulting from such removal.

ARTICLE 22

COMPLIANCE WITH LAWS

22.1 Tenant shall not do anything or suffer anything to be done in or about the Premises, Building or Project which will in any way conflict with any federal, state or local laws, statutes, ordinances or other governmental rules, regulations or requirements now in force or which may hereafter be enacted or promulgated, including, without limitation the Americans with Disabilities Act of 1990, as well as asbestos rules and regulations (collectively, the "**Laws**"). At its sole cost and expense, Tenant shall promptly comply with all such Laws, including, without limitation, the making of any alterations and improvements to the Premises. Notwithstanding the foregoing to the contrary, Landlord shall be responsible for making all alterations and improvements required by applicable Laws with respect to the items which are Landlord's responsibility to repair and maintain pursuant to Section 7.2 of this Lease (i.e., the structural portions of the Project, the exterior windows of the Project, the roof of the Project, the Base Building components and the common areas of the Building and Project); provided, however, that Tenant shall reimburse Landlord, within thirty (30) days after invoice, for the costs of any such improvements and alterations and other compliance costs to the extent necessitated by or resulting from (i) any Alterations or

Tenant Improvements installed by or on behalf of Tenant, (ii) any specific act, omission or negligence of Tenant or Tenant's agents, contractors, employees or licensees, and/or (iii) Tenant's specific manner of use of the Premises (as distinguished from general office use). The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said Laws, shall be conclusive of that fact as between Landlord and Tenant. The Premises has not undergone inspection by a Certified Access Specialist (CASp).

22.2 Compliance with Proposition 65. Tenant's obligation to comply with all Laws includes any notification, warning, or reporting requirements, including, but not limited to, warning requirements under California's Proposition 65, (CA Health & Safety Code Section 25249.5 *et seq.)*. Landlord has posted warning signs at the Building and Project, and additionally hereby provides the following Proposition 65 warning to Tenant regarding the Building and Premises:

> ⚠ WARNING: Entering this area can expose you to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, including formaldehyde and toluene, from building materials and cleaning products. For more information go to www.P65Warnings.ca.gov

Tenant shall comply with Proposition 65, including providing any warnings that may be required for Tenant's visitors, employees, contractors and vendors.

ARTICLE 23

ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times and upon at least twenty (24) hours' advance written notice to Tenant (except no such notice shall be required in emergencies) to enter the Premises to: (i) inspect them; (ii) show the Premises to prospective purchasers, or mortgagees, or to the ground or underlying lessors and, during the last year of the Lease Term, to prospective tenants; (iii) post notices of non-responsibility; and/or (iv) alter, improve or repair the Premises or the Project if necessary to comply with current building codes or other applicable Laws, or for structural alterations, repairs or improvements to the Project. Notwithstanding anything to the contrary contained in this Article 23, Landlord may enter the Premises at any time to: (A) perform regularly scheduled services required of Landlord; and (B) perform any covenants of Tenant that Tenant fails to perform. Any such entries shall be without the abatement of Rent and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. Notwithstanding anything to the contrary set forth above, Landlord agrees to use commercially reasonable efforts to minimize interference with Tenant's use of and access to the Premises as a result of Landlord's exercise of its entry rights under this Article 23.

ARTICLE 24

TENANT PARKING

24.1 Tenant's Parking Spaces. Tenant shall have the right, but not the obligation, to lease the number of parking spaces set forth in Section 12 of the Summary for parking by Tenant's employees in the Parking Areas. Subject to all of the terms and conditions of this Lease, including all applicable Laws and the non-discriminatory rules and regulations established from time to time by Landlord, and provided that Tenant is not in Default, Tenant shall have access to Tenant's allotted parking spaces described in this Section 24.1 twenty-four (24) hours per day, seven (7) days per week. The location of reserved parking spaces, if any, within the Parking Areas shall be determined by Landlord in its sole discretion.

24.2 Parking Charges. Commencing on the Lease Commencement Date, Tenant shall be charged for the use of Tenant's parking spaces set forth in Section 12 of the Summary the prevailing parking rates charged by Landlord and/or Landlord's parking operator from time-to-time for parking in the Parking Areas. For reference purposes only, the prevailing parking rates charged by Landlord as of the date hereof are as follows: (a) $115.00 per month for an unreserved parking pass; and (b) $160.00 per month for a reserved parking space. In addition, Tenant shall be responsible for any taxes imposed by any governmental authority in connection with the renting of parking spaces by Tenant pursuant to this Article 24 or the use of the parking facility by Tenant.

24.3 Limitations on Tenant's Parking Rights. Tenant shall abide, and cause its employees and visitors who utilize the Parking Areas to abide, by the non-discriminatory rules and regulations established from time to time by Landlord and/or the Parking Areas operator. Landlord specifically reserves the right to change the location, size, configuration, design, layout and all other aspects of the Parking Areas at any time (including without limitation, implementing paid visitor parking) and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Parking Areas for purposes of permitting or facilitating any such construction, alteration or improvements. Landlord may totally or partially delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control delegated by Landlord. The parking rights provided to Tenant pursuant to this Article 24 are provided solely for use by Tenant's own personnel and such rights may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval, except in connection with an assignment of this Lease or sublease of the Premises made in accordance with Article 14 above. All visitor parking by Tenant's visitors shall be subject to availability, as reasonably determined by Landlord, parking in such visitor parking areas as may be designated by Landlord from time to time during the times as may be designated by Landlord from time to time, and payment by such visitors of the prevailing visitor parking rate charged by Landlord from time to time. This section shall not limit Tenant's right to access and use the Building's loading zones temporarily for deliveries and other similar short term uses by Tenant. Any prolonged use of the Building's loading zones for moving services shall require prior notice to the Landlord.

ARTICLE 25

INTENTIONALLY DELETED

ARTICLE 26

MISCELLANEOUS PROVISIONS

26.1 Terms. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

26.2 Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

26.3 No Air Rights. This Lease grants no rights to any view or to light or air over any property, whether belonging to Landlord or any other person, to Tenant. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

26.4 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Project require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor. Should Landlord or any such prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Lease Term, Tenant agrees to execute such short form of Lease and to deliver the same to Landlord within ten (10) days following the request therefor.

26.5 Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project, the Building and/or this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall be released from all liability under this Lease arising after the effective date of such transfer (to the extent such liability relates to the interest transferred) provided such obligations are expressly assumed by the transferee, and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder arising after the date of transfer. The liability of any transferee of Landlord shall be limited to the interest of such transferee in the Project and Building and such transferee shall be without personal liability under this Lease, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

26.6 Prohibition Against Recording. Except as provided in Section 26.4 above, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

26.7 Landlord's Title. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord beyond such encumbrances as are created by this Lease.

26.8 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

26.9 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

26.10 Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

26.11 Time of Essence. Time is of the essence of this Lease and each of its provisions.

26.12 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

26.13 No Warranty. In executing and delivering this Lease, Tenant has not relied on any representation or any warranty or any statement of Landlord that is not set forth herein or in one or more of the exhibits or riders attached hereto.

26.14 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord and the Landlord Parties hereunder (including any successor landlord) and any recourse by Tenant against Landlord or the Landlord Parties shall be limited solely and exclusively to Landlord's interest in the Project and Building and in no event shall the amount of such liability exceed an amount which is equal to the lesser of (i) the interest of Landlord in the Building and Project and (ii) the equity interest Landlord would have in the Building and Project if the Building and Project were encumbered by third party debt in an amount equal to eighty percent (80%) of the value of the Building and Project. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 26.14 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, members, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner or member of Landlord (if Landlord is a partnership or limited liability company, as applicable), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for consequential damages, which shall include, without limitation, injury or damage to, or interference with, Tenant's business (including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use), in each case, however

occurring (including, without limitation, if occurring as a result of the negligent acts or omissions of Landlord or any Landlord Parties).

26.15 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease (including the exhibits and riders which are attached hereto and constitute an integral part of this Lease) contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease.

26.16 Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Building, Other Buildings and/or any other portion of the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Project.

26.17 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, rain or other inclement weather, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions or inactions, including, without limitation, any delays in obtaining permits or approvals from the applicable governmental authorities, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

26.18 Notices. Except as otherwise provided in Section 4.5, above, all notices, demands, statements or communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or delivered personally or sent by nationally recognized overnight courier (i) to Tenant at the appropriate address set forth in Section 5 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord; or (ii) to Landlord at the addresses set forth in Section 3 of the Summary, or to such other firm or to such other place as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) three (3) days after the date it is mailed as provided in this Section 27.18, (ii) the date the overnight courier delivery is made or rejected, or (iii) upon the date personal delivery is made or rejected.

26.19 Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

26.20 Authority. Each party hereby represents and warrants to the other party that: (i) the

representing party is a duly formed and existing entity that is qualified to do business in the State of California; (ii) the representing party has full right and authority to execute and deliver this Lease; and (iii) each person signing on behalf of the representing party is authorized to do so. Each party is making the foregoing representations knowing that the other party will rely thereon.

26.21 Attorneys' Fees. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonably attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable by the prevailing party whether or not the action is prosecuted to judgment.

26.22 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of California, without resort to choice of law principles.

26.23 Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, an option for, and offer to lease, and this instrument shall not be effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

26.24 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 14 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Landlord shall pay the Brokers a commission in connection with the execution of this Lease pursuant to a separate agreement between and/or among Landlord and the Brokers. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers. The terms of this Section 26.24 shall survive the expiration or earlier termination of this Lease.

26.25 Independent Covenants. Except as otherwise expressly provided herein, this Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair Tenant's express rights as stated elsewhere in this Lease; provided, further, however, that the foregoing shall also not impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building, Project or any portion thereof, of whose address Tenant has theretofore been notified, and an opportunity is granted to Landlord and such holder to correct such violations as provided above.

26.26 Building Name and Signage. Landlord shall have the right at any time to change or designate the name of the Building, Other Buildings and/or the Project, and to install, affix and maintain any and all signs on the exterior of the Building, Other Buildings and/or the Project and in the interior of the Building. Tenant shall not use the name of the Project or use pictures or illustrations of the Project in advertising or other publicity or for any purpose other than as the address of the business to be conducted

by Tenant at the Premises, without the prior written consent of Landlord.

26.27 Transportation Management. In addition to Tenant's obligations set forth in Section 5.1 above, if required by law, Landlord and Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Project, and in connection therewith, Tenant shall take reasonable action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

26.28 Landlord Renovations. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Project, or any part thereof and that no representations respecting the condition of the Premises or the Project have been made by Landlord to Tenant, except as specifically set forth herein. However, Tenant acknowledges that Landlord may during the Lease Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Project and/or Premises including, without limitation, the Parking Areas, common areas, systems and equipment, roof, and structural portions of the same; provided, however, that such Renovations shall not substantially interfere with Tenant's ability to access the Premises and Landlord shall use commercially reasonable efforts to minimize any material and adverse interference with Tenant's use and occupancy of the Premises. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

26.29 Substitution of Other Premises (Relocation). Landlord shall have the right to move Tenant to other space in the Project comparable in size to the Premises, and all terms hereof shall apply to the new space with equal force. In such event, Landlord shall give Tenant at least thirty (30) days' prior notice of Landlord's election to so relocate Tenant, and shall move Tenant's effects to the new space at Landlord's sole cost and expense at such time and in such manner as to inconvenience Tenant as little as reasonably practicable. The new space shall be delivered to Tenant with improvements substantially similar to those improvements existing in the Premises at the time of Landlord's notification to Tenant of the relocation, which improvements shall be paid for by Landlord at Landlord's cost. Simultaneously with such relocation of the Premises, the parties shall immediately execute an amendment to this Lease stating the relocation of the Premises.

26.30 No Violation. Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless against any claims, demands, losses, damages, liabilities, costs and expenses including, without limitation, reasonable attorneys' fees and costs, arising from Tenant's breach of this warranty and representation.

26.31 Waiver of Redemption by Tenant. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

26.32 Counterparts. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease.

26.33 Confidentiality. The Parties acknowledge that the Tenant, as a California public entity and charter city, is subject to the records disclosure provisions of the California Public Records Act (California Government Code 7920.000 *et seq.*).

26.34 Non-Discrimination. Tenant covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry, in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, sublessee, subtenants or vendees in the Premises.

26.35 Anti-Terrorism Laws. Each Party to this Lease represents and warrants to the other Party, and covenants with the other Party, that neither the Party nor any of the entities or individuals constituting the Party, or which may own or control the Party, or which may be owned or controlled by the Party, currently are, or shall be at any time during the Lease Term (including, if applicable, any extension thereof), among the individuals or entities identified on any list compiled pursuant to any laws relating to terrorism or money laundering for purposes of identifying suspected terrorists or regulations promulgated pursuant thereto (collectively, the "**Anti-Terrorism Laws**"), including, without limitation, Executive Order No. 13224 on Terrorist Financing. At any time and from time to time during the Lease Term (including, if applicable, any extension thereof), each Party shall deliver to the other Party, within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to the requesting Party evidencing and confirming compliance with this Section 26.35.

26.36 Jurisdiction; Waiver of Jury Trial. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OR PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE AND TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSOR IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

[remainder of page intentionally left blank; signatures on next page.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

303 N. GLENOAKS BOULEVARD CA, LLC
a Delaware limited liability company

By: U.S. Real Estate Investment Fund REIT, Inc.,
a Delaware corporation,
its Sole Member and Manager

By: _____
Name: Thomas R. Taranto, Jr.
Title: Vice President

TENANT:

CITY OF BURBANK
a municipal corporation

By: _____
Name: Justin Hess
Title: City Manager

EXHIBIT A-1

PROJECT SITE PLAN

EXHIBIT A-2

OUTLINE OF FLOOR PLAN OF PREMISES

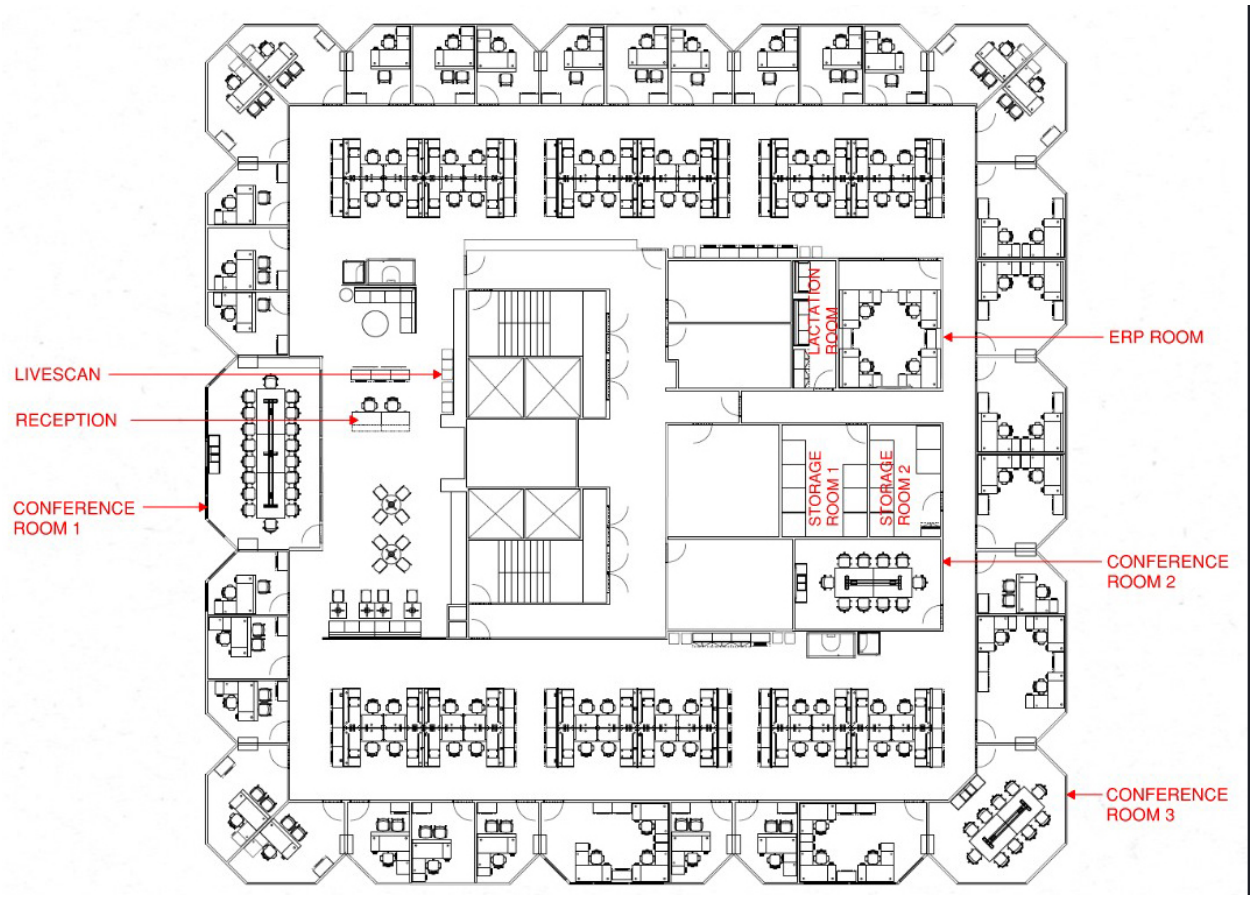


EXHIBIT B

LANDLORD'S WORK

A. Tenant acknowledges and agrees that Landlord shall deliver and Tenant shall accept the Premises in its current "as-is" condition, provided, however, Landlord shall make certain improvements to the Premises at its own cost, prior to delivery of the Premises to Tenant. Landlord shall perform the work ("**Landlord's Work**") set forth in Exhibit B-1 attached hereto. As necessary, Landlord shall engage architects and engineers selected by Landlord, in its sole discretion, to prepare final working drawings and specifications for Landlord's Work. The Landlord's Work shall be done by union affiliated agents and/or contractors hired by the Landlord, in its sole discretion, and at Landlord's sole cost, unless otherwise set forth herein. Landlord's Work shall specifically not include any of Tenant's trade fixtures, equipment, furniture, furnishings, telephone and data equipment or other personal property. Tenant shall assume responsibility to ensure that all items associated with Landlord's Work are adequate to fully meet the requirements of Tenant's intended use within the Premises. Except as set forth in this Exhibit, Tenant accepts the Premises in its "**AS-IS**" condition on the date that this Lease is entered into.

B. Except as otherwise agreed upon by the parties, Landlord's Work shall be performed in a Building Standard manner using Building Standard materials. "**Building Standard**" means work performed in the manner and with the materials selected by Landlord as the standard for the Building subject to availability and Landlord's right to select alternative types, models, brands, grades, designs, manufacturers and suppliers from time to time as the Building Standard.

C. For purposes of this Lease and this **Exhibit B**, "**Substantial Completion**" of Landlord's Work shall occur upon the completion of construction of Landlord's Work in the Premises pursuant to this **Exhibit B**, even though minor details or adjustments that do not materially interfere with Tenant's use or occupancy of the Premises for normal business operations may remain to be completed. Tenant shall have a period of thirty (30) days following the date of Substantial Completion of Landlord's Work to conduct a walk-through with Landlord's representative to establish a punch list of items ("**Punch List Items**") to be completed by Landlord within thirty (30) days thereafter, provided, however, that if Landlord is unable, despite using its commercially reasonable efforts to complete the Punch List Items within such thirty (30) day period, then Landlord shall be afforded such additional time as is reasonably necessary to allow Landlord to complete such Punch List Items, provided that Landlord is diligently prosecuting the same. The Punch List Items shall be limited to those components of Landlord's Work set forth in this **Exhibit B** which Landlord is obligated to complete in accordance with this **Exhibit B** and which were not completed as of the date of Substantial Completion of Landlord's Work. To the extent that the Punch List Items materially interfere with Tenant's use or occupancy of the Premises for normal business operations beyond the thirty (30) day period, Tenant reserves the right to extend out the Early Entry Date and Lease Commencement Date (as set forth in the Summary) by a period proportionate to the delay.

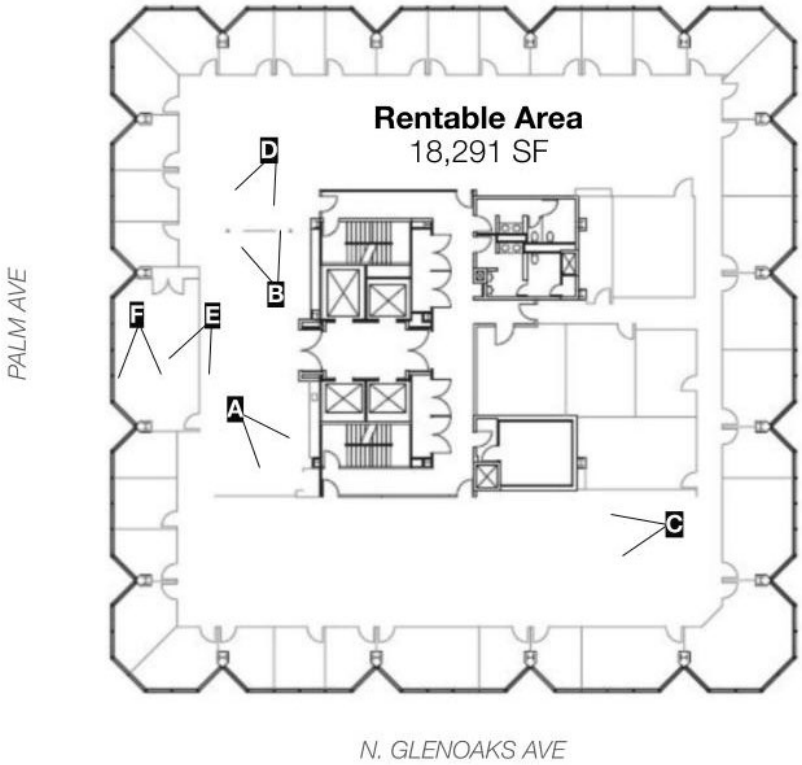
D. If Tenant wants Landlord to perform or supply any additional or non-Building Standard work or installations ("**Extra Work**") over and above, or in lieu of, Landlord's Work to be done by Landlord described above which increases the "cost of Landlord's Work", Landlord may, (i) refuse such request for Extra Work, or (ii) charge Tenant for any and all costs associated with such Extra Work, as defined herein. As used herein, "cost of Landlord's Work" shall include without limitation, (a) the cost of all labor and materials; (b) contractors' overhead and profit; (c) all architectural, engineering and space planning fees paid or incurred by Landlord or Tenant in connection with the Landlord's Work; and (d) a Landlord development supervisory fee in an amount equal to 4% of the sum of (a)-(c) above.

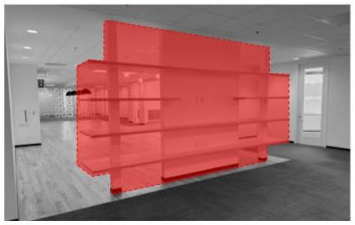
E. Any agreement to do Extra Work must be in writing describing the Extra Work, the price to be paid by Tenant and any payment terms therefore. Any and all costs incurred for the preparation, filing or approval of plans and specifications relating to Extra Work, shall be paid for by Tenant without regard to whether or not Landlord agrees to do Extra Work. If Tenant fails to make any agreed payment for Extra Work within ten (10) business days after Landlord invoices Tenant for same, Landlord shall have the same remedies for such non-payment as it has for non-payment of rent in addition to whatever other remedies are available to Landlord.

F. Anything contained herein or elsewhere in this Lease to the contrary notwithstanding, if Landlord is delayed in Substantial Completion of Landlord's Work or there is any increase in the "cost of Landlord's Work" as a result of: (i) Tenant's request for changes to the Plan; (ii) Landlord's performance of Extra Work and/or Tenant's request for materials, finishes, or installations other than Landlord's Building Standard; or (iii) the performance or completion of any work or installations by a party employed by Tenant (collectively, "**Tenant Delays**"), then, in such event, (a) Tenant shall be responsible for the increase in the "cost of Landlord's Work", (b) if necessary, the Lease Commencement Date and the obligations of Tenant to pay rents shall be advanced by the number of days of such delay, and (c) if such delay shall exceed thirty (30) days, then Landlord may, at Landlord's option, elect to cancel this Lease on ten (10) days prior written notice or elect to keep this Lease in effect without any obligation to perform Landlord's Work.

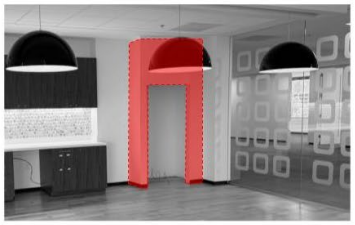
EXHIBIT B-1

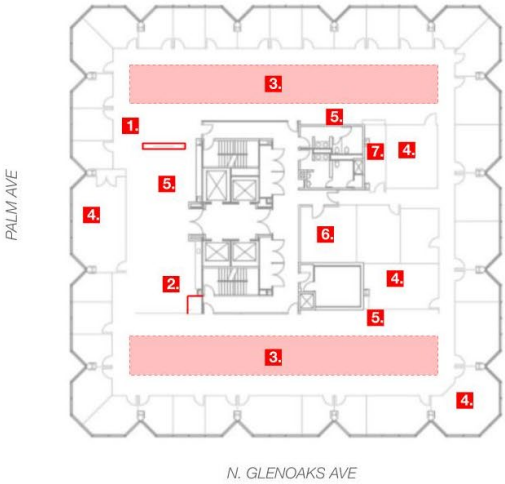
A.
B.
C.
D.
E.
F.


Rentable Area
18,291 SF
D
B
F
E
A
C
PALM AVE
N. GLENOAKS AVE



1. Remove Existing TV Shelving Unit





2. Alteration to Accomodate 2 Fridges
3. Provide overhead Power and Data for 48 workstations
Coordinate w/ Workstations Layout

4. Provide Power and Data for conference rooms and ERP room. Provide privacy film on glass partition
5. Provide Power and Data for live scan and copy and print (4 print stations total)

6. Provide Supplemental Cooling and Coordinate UPS requirements
7. Provide power and HVAC to allow the room to be converted to a lactation room.

Note #5-Single gang wall communications rough-in with conduit stub to ceiling.
Single point over overhead power connection on shared circuits to prefabricated phone both
Installation of overhead communications connection on shared circuits to prefabricated phone both
(phone booths to be provided with overhead combination power/communications pole by others)
Note #6- Provide and install new 208 volt 30 amp power connection to indoor unit in server room

Note #6- Provide and install new connection to outdoor unit from server room
Note #6- Roto-hammer thru floor from roof to 5th floor for conduit riser.
Note #6- Provide new homerun conduit from an existing electrical panel to server room
Note #6- Provide and install Emon meter in the electrical room.
Note #6- FLS - Provide and install conduit and back-box for shutdown relay.
Note #6- FLS - Provide and install conduit and back-box for addressable module.
Note #6- FLS - Provide and conduit and back-box for smoke detector.
Note #7- Single duplex wall receptacles with dedicated 120 volt circuit for refrigerator @ lactation room
Landlord's General Contractor ("GC") to coordinate locations of receptacles with Tenant.

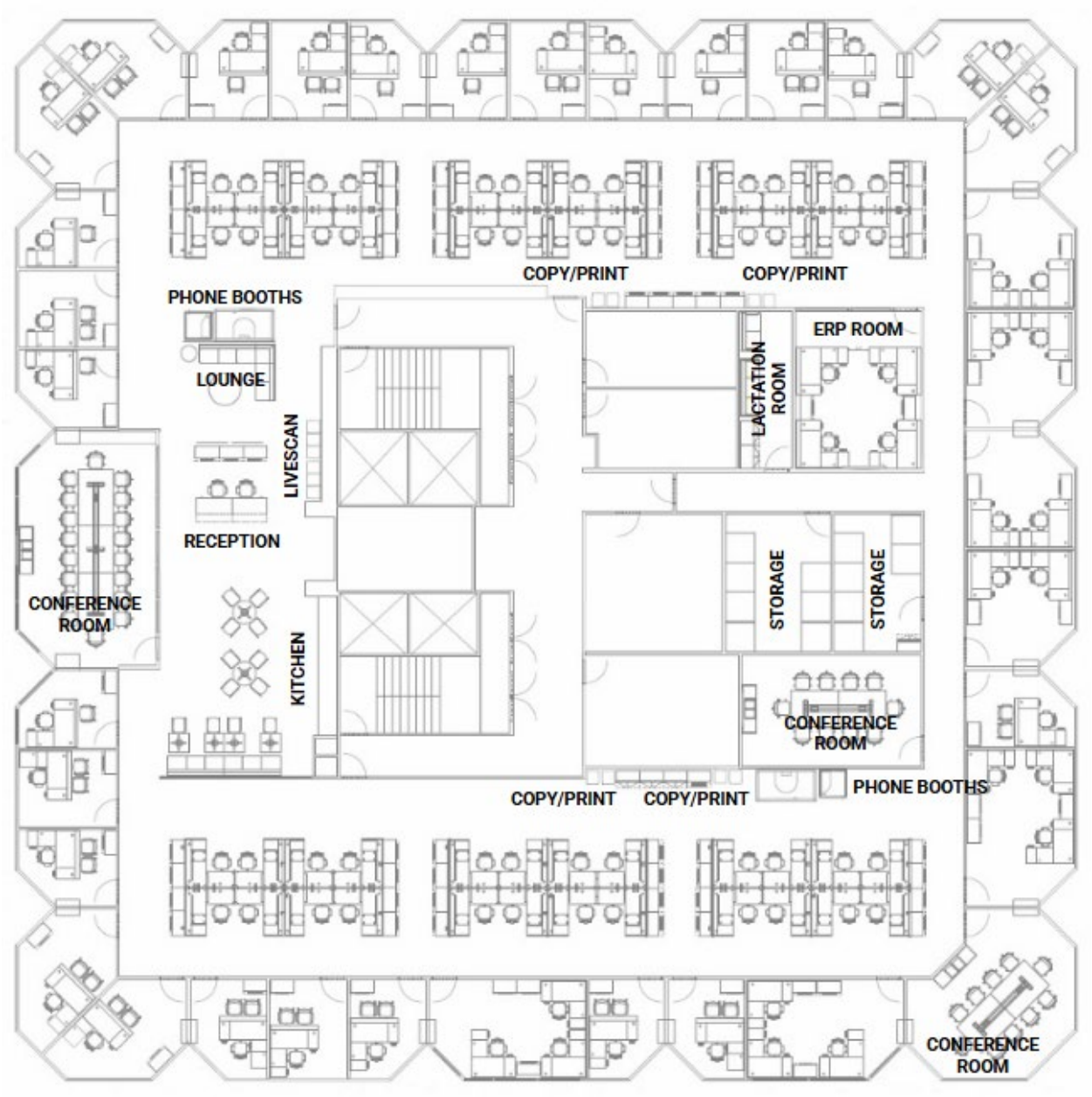
HVAC
Item #6 Supplemental Cooling for UPS. 2.5-ton split system. (Will need to field verify the routing and line lengths for split system)
Item #7 ductwork and cooling for lactation room. Rework ductwork in space to provide cooling in that room.
Design Build by ACS.
Provide As-Built Drawings, Operation and Maintenance Manuals and Owner Training.
Provide 1-Year Labor, Equipment and Material Guarantee.
(Proposed Lacation room has HVAC and electrical currently)(No new accomodations made.)

Fire Life Safety
Provide one new FLS Strobe & Smoke detector
Plans

Roofing
Roof jack & Patching

Plumbing
1 CONDENSATE CONNECTION
60 LF 3/4" CONDENSATE DRAIN PIPING
Provide water lines to two (2) fridges, one (1) coffee machine, and one (1) standing water dispenser machine. GC to coordinate locations with Tenant.

Window Film
Add 30 LF of 36" band of frosted film on existing glass
Locations to be at three (3) conference rooms and one (1) ERP room per Note #4.


COPY/PRINT
COPY/PRINT
PHONE BOOTHS
ERP ROOM
LOUNGE
LACTATION ROOM
LIVESCAN
RECEPTION
STORAGE
STORAGE
CONFERENCE ROOM
KITCHEN
CONFERENCE ROOM
COPY/PRINT
COPY/PRINT
PHONE BOOTHS
CONFERENCE ROOM

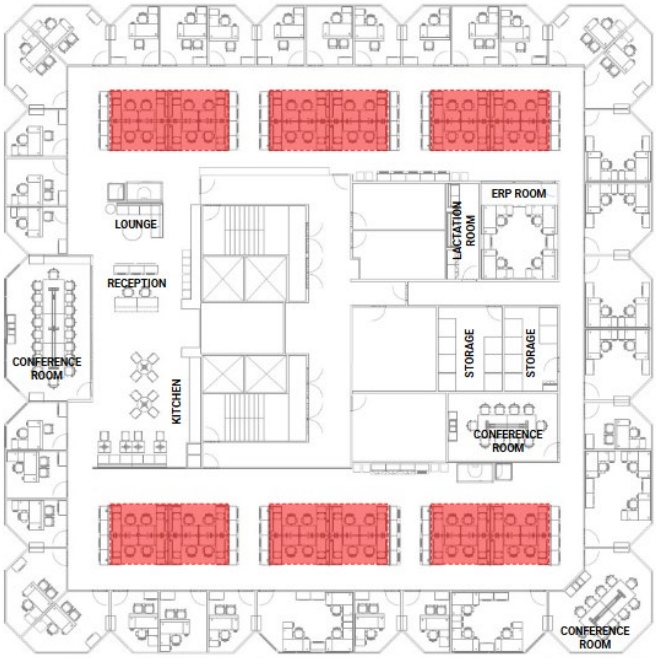
Demolition
Demolish existing refrigerator enclosure
Demolish existing television shelving unit

Drywall
Patch drywall soffit where TV Shelving unit was removed
Rework drywall enclosure @ refrigerator location
New drywall enclosure needs to accommodate two (2) fridges. GC to coordinate dimensions with Tenant.

Flooring
Patch wood flooring with similar color wood floor (Patch only)

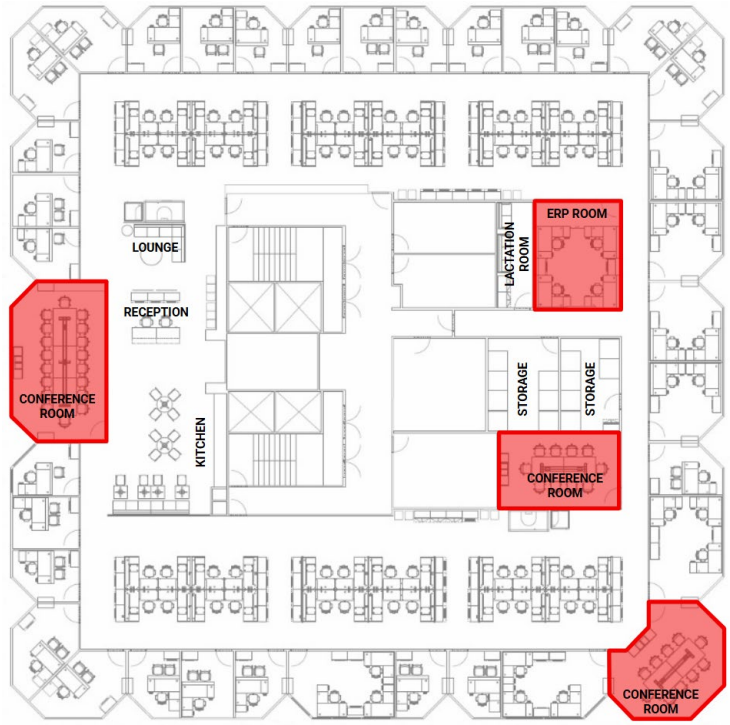
Paint
Paint areas affected by construction

Electrical
Note #1- Disconnect and safe-off of integrated electrical at existing TV shelving unit.
Note #2- Provide and install new dedicated circuits for dual refers.
Note #3- Combination power/communications pole cluster of (8) modular workstation clusters in north and south open areas.
There are six (6) clusters of eight (8) workstations each in north and south open areas. Refer to floor plan below.



Note #3- Homerun conduit with up to (4) circuits for each cluster referenced above.
Also includes above ceiling mounted junction box, commercial circuit breakers, connection at combination pole and single point of connection at modular whip.
Note #4- Double duplex wall receptacles on shared circuits (Split between 3 separate room)
Note #4- Single gang wall communications rough-in with conduit stub to ceiling.
(Split between 3 separate room)

There are four (4) separate rooms where Note #4 applies. Refer to floor plan below. GC to coordinate receptacles locations with Tenant.



Note #5- Single duplex wall receptacles with dedicated 120 volt circuit for live-scan and copy print.
Excludes floor devices.

Power and data for livescan shall cover the reception area. Refer to floor plan below. GC to verify location.

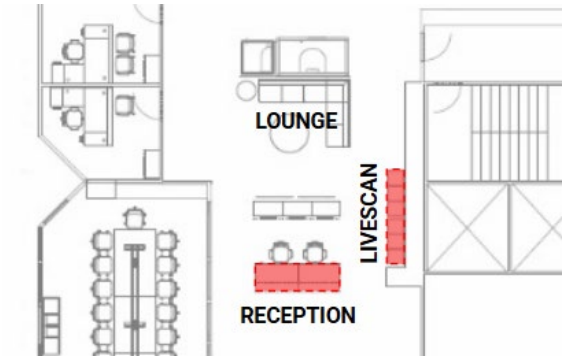


EXHIBIT C

INTENTIONALLY DELETED

EXHIBIT D

MEMORANDUM OF COMMENCEMENT OF LEASE

This **MEMORANDUM OF COMMENCEMENT OF LEASE** ("**Memorandum**") is made and entered into effective as of _____, 20__, by and between 303 N. GLENOAKS BOULEVARD CA, LLC, a Delaware limited liability company ("**Landlord**"), and City of Burbank, a municipal corporation ("**Tenant**").

R E C I T A L S :

A. Landlord and Tenant entered into that certain Office Lease dated as of _____, 2026 (the "**Lease**"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain "Premises," as more particularly described in the Lease.

B. Except as otherwise set forth herein, all capitalized terms used in this Memorandum shall have the same meaning given such terms in the Lease.

C. Landlord and Tenant desire to amend the Lease to confirm the commencement and expiration dates of the term and to confirm all amounts, percentages and figures appearing or referred to in the Lease based on the number of rentable and usable square feet of the Premises and rentable square feet of the Building, as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confirmation of Dates. The parties hereby confirm that (a) Landlord has completed all work required by the Lease as of the date hereof, (b) the term of the Lease commenced as of _____ 2026 (the "**Lease Commencement Date**") for a term of 36 months ending on _____, 20__ (unless sooner terminated or extended as provided in the Lease) and (c) in accordance with the Lease, Rent commenced to accrue on _____, 20__.

2. Confirmation of Base Rent. Without limitation of Landlord's rights under the Lease, the parties hereby confirm that:

(a) Tenant shall pay Base Rent during the initial Lease Term in accordance with the following schedule:

Year of Lease Term	Annual Base Rent	Monthly Installment of Base Rent	Annual Rental Rate per Rentable Square Foot
1-12	$790,171.20	$65,847.60	$3.60
13-24	$813,876.34	$67,823.03	$3.71
25-33	$628,719.47	$69,857.72	$3.82
34-36	$0.00	$0.00	$0.00

(b) Tenant's Share of Operating Expenses and Tax Expenses is (i) 9.8% with respect Operating Expenses and Tax Expenses allocated to only the Building; and (ii) ___% with respect to Operating Expenses and Tax Expenses allocated to the entire Project.

(c) Tenant has deposited the Security Deposit in the amount of $_____.

3. No Further Modification. Except as set forth in this Memorandum, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

LANDLORD:

303 N. GLENOAKS BOULEVARD CA, LLC
a Delaware limited liability company

By: U.S. Real Estate Investment Fund REIT, Inc.,
a Delaware corporation,
its Sole Member and Manager

By: _____
Name: Thomas R. Taranto, Jr.
Title: Vice President

TENANT:

CITY OF BURBANK
a municipal corporation

By: _____
Name: Justin Hess
Title: City Manager

EXHIBIT E

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project; provided, however, that Landlord shall use commercially reasonable efforts (but not including the institution of legal proceedings) to cause such other tenants and occupants of the Project to comply with such Rules and Regulations, to the extent such non-compliance materially and adversely interferes with Tenant's access to the Premises or use of the Premises for the purposes permitted under this Lease.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two (2) keys will be furnished by Landlord for the Premises at no cost to Tenant, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord (which, as of the date of this Lease, is $5.00 per key. Upon the expiration or earlier termination of the Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such change.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical hold backs have been installed.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building and to exclude from the Building between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Saturday, Sunday and Holidays (as defined in the Lease) all persons who do not present a pass or card key to the Building approved by Landlord. Card keys shall be available to Tenant at $35 per each card and activation. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building may be required to sign the Building register when so doing. After-hours access by Tenant's authorized employees may be provided by card-key access or other procedures adopted by Landlord from time to time; Tenant shall pay for the costs of all access cards provided to Tenant's employees and all replacements thereof for lost, stolen or damaged cards. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access. Tenant and its employees shall not go upon the roof of the Building and/or the Additional Building without the written consent of Landlord. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building or Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building and/or Project during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building and/or Project, its contents, occupants or visitors by moving or maintaining any

such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be reasonably designated by Landlord. Tenant shall provide Landlord with not less than twenty-four (24) hours' prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building.

6. Landlord shall have the right to control and operate the public portions of the Building and Project, the public facilities, the HVAC, and any other facilities furnished for the common use of tenants, in such manner as is customary for Comparable Buildings.

7. The requirements of Tenant will be attended to only upon application at the management office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

8. Tenant shall not disturb, solicit, or canvass any occupant of the Project and shall cooperate with Landlord or Landlord's agents to prevent same.

9. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

10. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained; provided, however, Landlord's prior consent shall not be required with respect to Tenant's placement of pictures and other normal office wall hangings on the interior walls of the Premises (but at the end of the Lease Term, Tenant shall repair any damage to the Premises resulting therefrom).

11. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

12. Tenant shall not use any method of HVAC other than that which may be supplied by Landlord, without the prior written consent of Landlord.

13. Tenant shall not use or keep in or on the Premises or the Project any kerosene, gasoline or other inflammable or combustible fluid or material. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.

14. Tenant shall not bring into or keep within the Project or the Premises any animals (other than service animals), birds, bicycles or other vehicles. Bicycle racks are available for Tenant’s use in the basement of the Building’s parking structure.

15. No cooking shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment, toasters and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

16. Landlord will approve how telephone and telegraph wires are to be introduced to the Premises. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be allowed without the consent of Landlord.

17. Landlord reserves the right to exclude or expel from the Building and/or Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. Tenant, its employees, agents, and invitees shall not loiter in the entrances, corridors, or other common areas, nor in any way obstruct or interfere with the use of the sidewalks, lobby, halls, stairways or elevators, or other common areas, or otherwise disturb or interfere with other tenants, occupants, or their guests in such areas, and shall use the same only as a means of ingress and egress for the Premises.

19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's HVAC system, and shall refrain from attempting to adjust any controls. Tenant shall comply with and participate in any program for metering or otherwise measuring the use of utilities and services, including, without limitation, programs requiring the disclosure or reporting of the use of any utilities or services. Tenant shall also cooperate and comply with, participate in, and assist in the implementation of (and take no action that is inconsistent with, or which would result in Landlord, the Building and/or the Project failing to comply with the requirements of) any conservation, sustainability, recycling, energy efficiency, and waste reduction programs, environmental protection efforts and/or other programs that are in place and/or implemented from time to time at the Building and/or the Project, including, without limitation, any required reporting, disclosure, rating or compliance system or program (including, but not limited to, any LEED [Leadership in Energy and Environmental Design] rating or compliance system, including those currently coordinated through the U.S. Green Building Council).

20. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, portable coolers (such as "move n cools") or space heaters, without Landlord's prior written consent, and any such approval will be for devices that meet federal, state and local code.

21. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Project is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

22. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

23. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied.

24. No awnings or other projection shall be attached to the outside walls of the Building and/or the Additional Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

25. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Project.

26. The term "personal goods or services vendors" as used herein means persons who periodically enter the Building of which the Premises are a part for the purpose of selling goods or services to a tenant, other than goods or services which are used by the Tenant. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services and shoeshining services. The ability of personal goods and services vendors to access the Building shall be subject to Landlord's prior consent, which consent shall not be unreasonably withheld, and upon Landlord's reasonable terms and conditions, including, but not limited to, provision for insurance coverage. Under no circumstance shall the personal goods or services vendors display their products in a public or common area, including corridors and elevator lobbies. If necessary for the accomplishment of these purposes, Landlord may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Building.

27. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

28. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Premises and/or the common areas, unless the common areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the common areas or any other part of the Project. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

29. The Premises shall not be used for manufacturing. Tenant shall not advertise for laborers giving an address at the Premises.

30. Tenant shall not maintain armed security in or about the Premises nor possess any weapons, explosives, combustibles or other hazardous devices in or about the Premises, Building and/or Project.

31. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the Building and/or Project or its desirability as an office building project and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

32. Any outside contractor employed by Tenant, shall, while in the Building and/or Project, be subject to the Rules and Regulations. Tenant shall be responsible for all acts of such persons and Landlord

shall not be responsible for any loss or damage to property in the Premises, Building and/or Project, however occurring.

33. Tenant shall ensure that all repairs, alterations, and renovations, as well as any maintenance or housekeeping activities that might impact asbestos containing materials, are performed in compliance with all Environmental Laws, including by not limited to asbestos laws, rules and regulations, and in compliance with Section 5.4.2 of the Lease.

PARKING RULES AND REGULATIONS

1. Landlord reserves the right to establish and reasonably change the hours for the Parking Facilities, on a non-discriminatory basis, from time to time. Tenant shall not store or permit its employees to store any automobiles in the Parking Facilities without the prior written consent of Landlord (and/or the Parking Operator, as the case may be). Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Facilities or on the Project. The Parking Facilities may not be used by Tenant or its agents for overnight parking of vehicles. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facilities overnight, Tenant shall provide Landlord (or the Parking Operator as the case may be) with prior notice thereof designating the license plate number and model of such automobile.

2. Tenant (including Tenant's employees and agents) will use the parking spaces solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord and/or the Parking Operator from time to time with respect to the Parking Facilities.

3. Vehicles must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.

4. All directional signs and arrows must be observed.

5. The speed limit shall be 5 miles per hour.

6. Parking spaces reserved for handicapped persons must be used only by vehicles properly designated.

7. Parking is prohibited in all areas not expressly designated for parking, including without limitation:

(a) areas not striped for parking;
(b) aisles;
(c) where "no parking" signs are posted;
(d) ramps; and
(e) loading zones.

However, this section shall not limit Tenant's right to access and use the Building's loading zones temporarily for deliveries and other similar short term uses by Tenant. Any prolonged use of the Building's loading dock for moving services shall require prior notice to the Landlord.

8. Parking stickers, key cards and any other devices or forms of identification or entry supplied by Landlord or the Parking Operator shall remain the property of Landlord (or the Parking Operator as the case may be). Such device must be displayed as requested and may not be mutilated in any

manner. The serial number of the parking identification device may not be obliterated. Parking spaces and devices are not transferable and any pass or device in the possession of an unauthorized holder will be void.

9. Parking managers or attendants are not authorized to make or allow any exceptions to these Parking Rules and Regulations.

10. Every parker is required to park and lock his/her own car.

11. Loss or theft of parking spaces, identification, key cards or other such devices must be reported to Landlord (and/or to the Parking Operator as the case may be) immediately. Any parking devices reported lost or stolen found on any authorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen passes and devices found by Tenant or its employees must be reported to Landlord (and to the Parking Operator, as the case may be) immediately.

12. Washing, waxing, cleaning or servicing of any vehicle by the customer and/or its agents is prohibited.

13. Tenant agrees to acquaint all persons to whom Tenant assigns a parking space with these Parking Rules and Regulations.

14. Neither Landlord nor the Parking Operator (as the case may be), from time to time will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or Parking Operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property. Tenant indemnifies and agrees to hold Landlord, any Parking Operator and their respective agents and employees harmless from and against any and all claims, demands, and actions arising out of the use of the Parking Facilities by Tenant and its employees and agents, whether brought by any of such persons or any other person.

15. Tenant will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the parking spaces are at any time used (i) for any purpose other than parking as provided above, or (ii) in any way or manner reasonably objectionable to Landlord, Landlord, in addition to any other rights otherwise available to Landlord, may revoke the parking privileges of the individual parking in a manner described in clauses (i) and/or (ii) hereinabove.

16. Tenant's right to use the Parking Facilities will be in common with other tenants of the Project and with other parties permitted by Landlord to use the Parking Facilities. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord, provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

17. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's reasonable

control, Tenant's inability to use the parking spaces will not subject Landlord (and/or the Parking Operator, as the case may be) to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect; provided, however, (i) Landlord shall provide reasonable alternative parking during such periods, and (ii) if such alternative parking is provided in an off-site parking area which is located beyond a reasonable walking distance from the Project, Landlord shall provide a shuttle between such off-site parking area and the Building. Tenant will pay to Landlord upon demand, and Tenant indemnifies Landlord against, any and all loss or damage to the Parking Facilities, or any equipment, fixtures, or signs used in connection with the Parking Facilities and any adjoining buildings or structures caused by Tenant or any of its employees and agents.

18. Tenant has no right to assign or sublicense any of its rights in the parking spaces, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the parking spaces among its employees.

Landlord may waive any one or more of these Rules and Regulations and Parking Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations and/or Parking Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations and/or Parking Rules and Regulations against any or all tenants of the Project. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations and/or Parking Rules and Regulations, or to make such other and further reasonable Rules and Regulations and/or Parking Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building and Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to Tenant or to any other person for the nonobservance of the Rules and Regulations and/or Parking Rules and Regulations by another tenant or other person. Tenant shall be deemed to have read these Rules and Regulations and Parking Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT F

INTENTIONALLY DELETED

EXHIBIT G

GREEN LEASING PROVISIONS

1. **Sustainability Contacts**. Landlord and Tenant shall provide a point of contact to discuss issues related to sustainability and energy. Issues include, but not limited to retrofit projects, billing issues, energy efficient upgrades, and data access:

Tenant sustainability contact: Kimberly Montes/Real Estate Section _____
Email: KMontes@BurbankCA.Gov/RealEstate@BurbankCA.Gov_____
Phone: 818-238-5214/818-238-5180_____

Landlord sustainability contact: Thomas Ball, Senior Director, Asset Management
Email: thomasb@intercontinental.net
Phone: 310-529-2067

2. Require Tenants to Purchase On-site Renewables:

Notwithstanding anything to the contrary contained herein, if permitted by applicable Laws, Landlord shall have the right at any time and from time to time during the Term of this Lease to either contract for service from a different company or companies (each such company shall be referred to herein as an **"Alternate Service Provider"**) other than the company or companies presently providing electricity service for the Building (the **"Electric Service Provider"**) or continue to contract for service from the Electric Service Provider, at Landlord's sole discretion. Tenant hereby agrees to cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, the Electric Service Provider, and any Alternate Service Provider reasonable access to the Building's electric lines, feeders, risers, wiring and any other machinery within the Premises.

3. Require Minimum Energy Efficiency Fit-out or Tenants:

Tenant shall use commercially reasonable efforts to perform any and all Tenant Improvement Work and/or Alterations in order to meet Environmental Protection Agency's ENERGY STAR Tenant Space criteria.

STAFF REPORT

CITY CLERK'S OFFICE

DATE: October 13, 2026

TO: Honorable Chair and Commissioners of the Housing Authority

FROM: Kimberley Clark, City Clerk
BY: Maria Sanchez, Administrative Analyst II
Yasleen Robinson, Intermediate Clerk

SUBJECT: Appointment to Fill One Vacancy on the Burbank Housing Corporation Board of Directors for a Full Two-Year Term

RECOMMENDATION

Appoint one member to the Burbank Housing Corporation Board of Directors to fill an unexpired term ending October 31, 2028.

BACKGROUND

All Board, Commission, and Committee (BCC) Members shall be appointed by a three-fifths (3/5) vote of all Council Members and serve without compensation from the City. No person shall serve on more than one BCC at the same time. Vacancies on a BCC occurring during the term of office shall be filled within 90 days from the date the vacancy occurs. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee. In addition, all applicants must reside within the jurisdictional boundaries of the City of Burbank (per Burbank Municipal Code (BMC) §§ 2-1-404, 2-1-405, 2-1-406, and 2-1-407).

Once a vacancy is established, the City Clerk advertises the vacancy for 30 days, accepts applications, and provides the applications received to Council for consideration. Applicants can submit up to two applications to BCCs, indicating their first and second choice.

The established voting process allows for each Council Member to vote as many times as there are vacancies on the BCC being considered; the applicants receiving a majority of the votes in the first round are either appointed or move into the second round, if necessary. The process continues for as many rounds as are necessary to attain the correct number of applicants to fill each vacancy.

Burbank Housing Corporation Board of Directors

The Burbank Housing Corporation (BHC) was established in 1997 to improve and preserve the affordable housing inventory in the City of Burbank and to provide community assistance and services within the Focus Neighborhoods in the City. BHC is a non-profit organization with a Board of Directors (Board) comprised of nine members. In accordance with its By-laws and Articles of Incorporation, the directors are appointed by different segments representative of the Burbank community: the Chamber of Commerce, Wesley Senior Housing, the City of Burbank, and BHC residents. Three board members are at-large members nominated and appointed by the BHC Board. The City nominates two board members. Members of the Board receive no compensation.

DISCUSSION

On September 1, 2026, the City Clerk's Office began advertising and accepting applications for one vacancy on the Board for a two-year term. This vacancy is a scheduled vacancy for Board Member Chris Welker, who serves as one of the two representatives from the City of Burbank and whose term is set to expire on October 31, 2026.

To obtain qualified candidates, a Notice of Vacancy was advertised through the following:

- City website
- City Council meeting announcements
- All social media platforms managed by the City Clerk’s Office
- Press releases sent to the *Burbank Leader* and *MyBurbank.com*
- Notices posted on the City Hall Bulletin Board
- Community groups and organizations
- Constant Contact email notification

The deadline for submitting applications to the City Clerk’s Office was Wednesday, September 30, 2026, at 5:00 p.m. The City Clerk’s Office received a total of three applications: Leona Rollins, Chris Welker and Kat Thompson. The applications are listed in the order received.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, as such, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONCLUSION

The City and the community both realize substantial benefits from civic involvement. Appointments to the Boards, Commissions, and Committees help encourage public participation in the governmental process and ensure Burbank residents have a voice.

ATTACHMENTS

Attachment 1 – Applications and Resumes
Attachment 2 – Redevelopment Agency Resolution R-1878
Attachment 3 – Housing Authority Resolution H-209

Applications and Resumes

Application Form

Profile

Leona
First Name

A
Middle Initial

Rollins
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91506
Postal Code

[redacted]
Primary Phone

Alternate Phone

City of West Hollywood
Employer

Rent Stabilization Manager
Job Title

Public Sector Management - Human Services & Rent Stabilization
Occupation

Which Boards would you like to apply for?

Burbank Housing Corporation Board of Directors: Submitted

Length of time as a Burbank Resident:

5 Years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am a Burbank resident and an experienced local government housing professional currently serving as the Rent Stabilization Manager for the City of West Hollywood. In this role, I lead a municipal division responsible for administering tenant protections and rent stabilization programs, overseeing administrative hearings and appeals, monitoring regulatory compliance, managing constituent services, and helping resolve complex housing disputes. Throughout my career, I have seen how access to safe, stable, and affordable housing can transform the lives of individuals and families. I understand that successful affordable housing requires more than the development of governance, sound operational practices, meaningful community partnerships, and services that help residents achieve long-term stability. I am interested in board service because I believe meaningful public service extends beyond one's professional position. As both a Burbank resident and a municipal housing professional, I am personally invested in the strength, accessibility, and inclusiveness of my community. Serving on the Burbank Housing Corporation Board would allow me to apply my professional knowledge to directly benefit Burbank residents. I am particularly interested in the Burbank Housing Corporation Board preserving and expanding affordable housing, strengthening housing stability, supporting service-enriched communities, and making thoughtful, transparent decisions about its programs and resources. I would also value the opportunity to collaborate with fellow Board members, staff, residents, community organizations, and the City of Burbank. I believe effective governance requires preparation, integrity, respectful dialogue, fiscal responsibility, and a willingness to consider how organizational decisions affect the people being served.

Education

Master of Public Administration (In Progress) - California State University, Dominguez Hills - Estimated Completion: December 2027 Bachelor of Arts in Sociology - California State University, Dominguez Hills

Additional Pertinent Courses or Training

My pertinent skills and experience include municipal housing program administration, rent stabilization, tenant protections, regulatory compliance, administrative hearings and appeals, mediation and dispute resolution, staff leadership, policy implementation, public presentations, constituent services, data analysis, and preparation of staff reports. As a municipal manager, I oversee complex legal and administrative processes, evaluate program performance, communicate with residents and property owners, and work collaboratively with attorneys, housing professionals, executive leadership, appointed officials, and community stakeholders. I am comfortable analyzing detailed information, identifying operational and policy concerns, and translating technical material into clear recommendations. I would bring to the Board a combination of subject matter expertise, sound judgment, compassion, accountability, and a strong commitment to ethical public service. I am especially interested in affordable housing preservation and development, housing stability, resident services, organizational governance, and partnerships that improve residents' quality of life.

Other Pertinent Skills, Experience or Interests

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

Not Applicable

List Community activities in which you are involved:

I have extensive engagement with community organizations, housing authorities and nonprofit service providers across Los Angeles and Ventura Counties. I have delivered public workshops, council presentations and educational programs on anti-discrimination policies and fair housing rights. I have successfully built strong partnerships with regional stakeholders to align resources and services to ensure that we continue to increase our affordable housing stock while preserving our community charm.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

Not Applicable

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

Not Applicable

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Housing Corporation Board of Directors

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I currently serve as the Rent Stabilization Manager for the City of West Hollywood, where I provide leadership and oversight for a municipal housing division responsible for administering rent stabilization and tenant protection programs. My responsibilities include overseeing administrative hearings, appeals, compliance determinations, mediation and dispute-resolution services, constituent assistance, policy implementation, staff performance, and preparing and presenting information to the Rent Stabilization Commission and City Council. This experience has given me a deep understanding of the housing challenges facing low- and moderate-income households, including affordability, displacement, housing instability, regulatory compliance, and the need for accessible supportive services. It has also strengthened my ability to balance competing interests, evaluate complex information, identify practical solutions, and ensure that decisions are implemented fairly and consistently. My management background would also support the Board's governance responsibilities. I have experience in establishing priorities, evaluating operational outcomes, using data to inform decisions, communicating with appointed officials and community stakeholders, and maintaining accountability within a public-sector organization. As a Burbank resident, I would combine this professional expertise with a personal commitment to the community. I believe my knowledge of housing policy, municipal leadership experience, analytical skills, and dedication to ethical and compassionate public service would enable me to make a meaningful contribution to the Burbank Housing Corporation Board of Directors.

What are your goals in serving on this Board/Commission/Committee?

My primary goal would be to support Burbank Housing Corporation's mission to preserve, improve, and expand affordable housing while maintaining safe, attractive, and service-enriched communities for its residents. I would work collaboratively with the Board and staff to promote responsible governance, thoughtful strategic planning, regulatory and fiscal accountability, and decisions grounded in reliable information. I would also support efforts to preserve Burbank Housing Corporation's existing housing portfolio, pursue sustainable opportunities for new affordable housing development, and strengthen partnerships that connect residents with childcare, case management, education, health, employment, and other supportive resources. I would ensure that residents' experiences and needs remain central to the Board's decision-making. I would bring housing stability and constituent service perspective while recognizing the Board's responsibility to protect the long-term health of the organization. Ultimately, I would like my service to help Burbank Housing Corporation remain an effective, trusted, forward-looking community partner that responds to current housing needs while planning responsibly for Burbank's future.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Application Form

Profile

Chris
First Name

T
Middle Initial

Welker
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91504
Postal Code

[redacted]
Primary Phone

[redacted]
Alternate Phone

Retired City of Burbank
Employer

Lieutenant
Job Title

Law Enforcement
Occupation

Which Boards would you like to apply for?

Burbank Housing Corporation Board of Directors: Submitted

Length of time as a Burbank Resident:

40+ years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am submitting this application to express my interest in continuing to serve as your appointee to the Burbank Housing Board of Directors. As a passionate advocate for equitable housing and someone deeply committed to serving our community, I am eager to contribute my experience, knowledge, and skills to the board's mission of ensuring safe affordable housing is available in our community.

Education

Bachelor of Science Degree California State University, Fresno

Additional Pertinent Courses or Training

During my career with the Burbank Police Department, I received training in leadership, diversity and problem solving skills. This training included graduation from the FBI National Academy, (Quantico, VA) I am a graduate of Leadership Burbank I have attended training related to alternative and creative funding for affordable housing

Other Pertinent Skills, Experience or Interests

Through my career with BPD, I have worked and continue to work in focus neighborhoods throughout the City. I have seen and gained a deep understanding of the challenges facing low income families. My interests are compatible with the BHC Mission of providing safe housing and services for families, abused women and Veterans. The world of affordable housing is very unique and my past tenure with the BHC Board has given me a wealth of subject experience and knowledge.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

I currently appointed to the Burbank Housing Corporation Board and have served on the Burbank Veteran's Committee. During my tenure as Traffic Lieutenant I served on the City Transportation Committee.

List Community activities in which you are involved:

Along with my city commitment, I serve as a Burbank Police Foundation Board Director. I also am active with PEO, an international organization that supports and promotes women's education.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Housing Corporation Board

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I am currently a senior member of the BHC Board with over 18 years of experience. For the past 8 years I have served as Board president. One of my core strengths as a leader is my ability to build and foster collaborative relations. This strength and experience has been an asset in developing our present board who bring extensive expertise in areas that contribute positively to the organization's growth and mission. During my tenure as Board Director and most recently as President, the organization has made enormous strides in planning for a financially sound and sustainable future. I am confident that my experience in policy development, financial management, and community development enables me to provide effective leadership and make meaningful contributions to the boards continued efforts to expand and improve affordable housing. I am equally committed to ensuring that the organization remains fiscally responsible, mission-driven, and responsive to the needs of the community while effectively representing the cities interests.

What are your goals in serving on this Board/Commission/Committee?

My goal in continuing to serve on this board is to build upon the progress we have made and help position the organization for a strong, sustainable future. I also want to strengthen the relationship between the organization and the City, ensuring that BHC remains a good steward of public resources and effective partners in addressing Burbank's affordable housing needs. Ultimately, my goal is to help ensure that the organization remains financially sound, forward thinking and capable of creating lasting benefits for our BHC residents and the broader community.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

---

none

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

-

What are your goals in serving on this Board/Commission/Committee?

-

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:

- In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Application Form

Profile

Kat
First Name

Middle Initial

Thompson
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91501
Postal Code

[redacted]
Primary Phone

Alternate Phone

Retired
Employer

PT EEO Investigator (Contract)
Job Title

Federal workplace investigator
Occupation

Which Boards would you like to apply for?

Burbank Housing Corporation Board of Directors: Submitted

Length of time as a Burbank Resident:

2 years 8 months

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I have dedicated much of my life to volunteer work across various organizations. After moving to California nine years ago to be near my children, I relocated to Burbank in January 2024. I look forward to applying my skills and service-oriented mindset to support our local community.

Education

Some college - no degree.

Additional Pertinent Courses or Training

25 years of annual SHRM PHR certifications and EEOC investigator certifications. Mediator, FAD writer and counseling certifications. Association of Workplace Investigations Certification. Federal Law Enforcement Training Academy Honor Graduate.

Other Pertinent Skills, Experience or Interests

I possess advanced computer proficiency alongside strong organizational and time-management skills. My background in research, analysis, and report writing allows me to process information efficiently and present findings clearly. Throughout my adult life, I have been an active volunteer in every community I have called home, and I am eager to bring that same dedication and civic spirit to Burbank.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

Chairman Resident Committee - OP Senior Apts - 2025-2026 Board President - St. Mary's Water & Sanitation District - 12/1/2012 - 6/10/2015 Board President - Alice Historical Society - 3/1/2013 - 6/10/2015 Member - Clear Creek County Planning Commission - 6/1/2014 - 4/30/2015

List Community activities in which you are involved:

I currently serve as Chairperson of the Resident Committee for Olive Plaza Senior Apartments. I have also stepped in to manage apartment operations during extended absences of management staff, demonstrating my reliability and operational capability.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Housing Corporation

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

With extensive leadership experience in Colorado—including serving as Secretary of a senior citizens' advisory board for the City of Lakewood, an elected member of a county planning commission, and board president for both a water and sanitation district and a historical society—I bring a strong background in public service. My commitment to community involvement is further demonstrated by my work as a volunteer firefighter and numerous other volunteer roles. With 25 years of experience as an investigator, I bring a strong foundation in research, fact-finding, and analytical thinking. My career has required me to synthesize complex information into clear summaries and conclusions, followed by precise report writing. I pride myself on maintaining concise, accurate, and professional communication standards, which I believe are essential for effective board deliberation and decision-making.

What are your goals in serving on this Board/Commission/Committee?

After attending Assemblymember Nick Schultz's community meeting on housing, I was struck by the statistics regarding Burbank and the concerns raised by the audience. I am eager to learn more and contribute to BHC's mission. I would welcome the opportunity to join the team and support your goals.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:

- In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Kat Thompson, PHR, SHRM-CP, EEOINV, AWI-CH
EEO/HCI Investigator
Burbank CA 91501
[redacted]

Education, Training, and Certifications

Some college - Associate of Applied Science, Business Administration - No degree
Arapahoe Community College, Denver, CO

- PHR Certified since May 2002
- EEOC Investigator Certificate, Title VII, December 2003 to current
- Association of Workplace Investigators Certificate, September 2021
- Certified Mediator, August 2004
- Title VI & Title IX Certified, August 2010
- Certified EEO Counselor, July 2011
- Certified Fact-Finder Federal Sector, February 2015
- SHRM-CP Certified since December 2015

SHRM, Society for Human Resource Management – Member in Good Standing since 2002
AWI, Association of Workplace Investigators – Member in Good Standing since 2021

Professional Summary

- **Certified Professional** with a 25-year career in EEO and Harassment Complaint investigations and experience in employee and labor relations, HR management, and legal compliance.
- Average monthly caseload = 15 open cases. Highest monthly caseload = 35 cases.
- Six years as a Paralegal in corporate and criminal law.

Professional Experience

Sr. Workplace Investigator, Ethics & Workplace Investigations Team, May 2021 – December 2024 (retired)

SoCal Gas, Los Angeles, CA. Managed a caseload of numerous investigations, working autonomously and collaboratively with fellow team members, business leaders, human resources, labor relations, internal audit, corporate security, and legal. Regularly interact with employees at all levels, helping to build understanding, transparency, and trust around the company's investigative function. Perform prompt, thorough, and fair investigations from intake to completion, including conducting investigative interviews of employees and others, reviewing, analyzing, and synthesizing documents and data collected as part of the investigations. Make objective and analytically sound investigative findings. I am skilled in crafting thorough and reliable credibility assessments. Provide recommendations and advice about options for corrective action. Draft detailed investigation reports and other documents, and correspondence related to the

investigations. Prepare executive summaries and provide appropriate investigation updates to management and legal. Drive impact by helping the company create and sustain a compliance-oriented culture. Provide advice and consulting for leaders and employees to support continuous improvement related to issues identified in investigations, as broadly defined. Work with Organizational Effectiveness to develop and deliver compliance education programs and training designed proactively to address workplace issues.

Lead EEO Investigator/HCI Investigator/Program Manager March 2017 – May 2021

HR Anew, Columbia, MD, Corporate Office (client of Vantage Partners, Inc. conducted EEO and Workplace Fact-Finding investigations and created an investigations department for the firm. Trained and mentored new investigators, created processes, and developed the program.)

Certified EEO Investigator/HCI Investigator December 2003 – May 2018
President/CEO, Vantage Partners, Inc., Los Angeles, CA

EEO and Workplace Fact-Finding Investigator/mediator/compliance officer for several government agencies on contract basis including but not limited to: U.S. Postal Service, NEEOISO, Department of Labor, State Department, General Services Administration, The Internal Revenue Service, Office of the Comptroller of the Currency, The Bureau of Fiscal Services, The Social Security Administration, U.S. Mint, Department of the Treasury, The Department of the Interior, The Federal Emergency Management Agency, Department of Homeland Security, Immigration and Customs Enforcement, The Environmental Protection Agency, Department of Housing and Urban Development, U.S. Agency for International Development, Bureau of Land Management, The National Park Service, Bureau of Indian Affairs, The Department of Veterans Affairs, The U.S. Geological Society, The National Renewable Energy Laboratory, Department of Justice, The Equal Employment Opportunity Commission and the Department of Agriculture. In addition, I served corporate offices, including HRSOS, LLC; Circuit Media, LLC; and PRI Enterprises, LLC. The role includes but is not limited to reviewing case files, determining the basis, identifying involved parties, and developing investigative procedures/plans. Prepare correspondence and communicate effectively with parties to allegations to obtain affidavits, corroborating materials, supporting documentation, and evidence. Conduct face-to-face or telephonic interviews or written interrogatories/affidavits. Compile affidavits or prepare interview statements and evidentiary materials in compliance with federal regulations. Review all related documents requested and received. Create and write an investigative report summarizing the case precisely and unbiasedly, resulting in a proper and professional presentation of the activities regarding allegations and issues for the record. Provide verbal briefing of the findings telephonically or in person upon completion of the investigation, if applicable. Quality and timeliness of investigation are always priorities. HR consultant, covering labor relations, promotions, attendance issues, disciplinary actions, terminations, policy/procedures, regulatory compliance, harassment/hostile work environment topics, and training-the-trainer on various HR issues.

Redevelopment Agency Resolution No. R-1878

REDEVELOPMENT AGENCY
OF THE
CITY OF BURBANK, CALIFORNIA

RA 40

RESOLUTION NO. R- 1878

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK AUTHORIZING THE FORMATION OF THE NON-PROFIT PUBLIC BENEFIT CORPORATION, BURBANK HOUSING CORPORATION.

THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK FINDS:

A. The Redevelopment Agency of the City of Burbank ("Agency") is required to spend 20% of the tax increment generated from the project area to increase and improve the community's supply of affordable housing for persons of low and moderate income.

B. The Agency acquired and rehabilitated several apartment buildings on the 100 West Elmwood Avenue block ("Elmwood Project") and is permitted by Health & Safety Code Section 33402 to own or operate rental property acquired and rehabilitated in prospect of resale for a reasonable period necessary to effectuate such resale.

C. Due to the Agency's significant financial investment in the Elmwood Project, the Agency desires to assist in the establishment of the Burbank Housing Corporation ("Corporation"), a non-profit corporation that could ultimately assume all operational obligations of the Elmwood Project.

THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK RESOLVES that the Assistant Executive Director or his designee, is authorized to act on behalf of the Agency, and may take all steps necessary to

K-1878

form the non-profit corporation called The Burbank Housing Corporation, as it is described in the staff report dated August 5, 1997.

PASSED and ADOPTED this 5th day of August, 1997.

Chairperson of the Redevelopment Agency of the City of Burbank

Attest:

Judie Sarquiz, Secretary

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

I, Judie Sarquiz, Secretary of the Redevelopment Agency of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Redevelopment Agency of the City of Burbank at its regular meeting held on the 5th day of August 1997, by the following vote:

AYES: Council Members Golonski, McConkey, Murphy, Wiggins and Kramer.

NOES: Council Members None.

ABSENT: Council Members None.

Judie Sarquiz, Secretary

Housing Authority
Resolution No. H-209

HOUSING AUTHORITY
OF THE CITY OF BURBANK

RESOLUTION H-__209__

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK AFFIRMING THE CITY'S DESIGNATION THAT THE HOUSING AUTHORITY RETAIN HOUSING ASSETS AND FUNCTIONS PREVIOUSLY PERFORMED BY THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK

THE HOUSING AUTHORITY OF THE CITY OF BURBANK FINDS:

A. The Redevelopment Agency of the City of Burbank ("Redevelopment Agency") in accordance with Sections 33334.2 and 33334.3 of the Health and Safety Code requires the Redevelopment Agency to use 20 percent of taxes allocated to the Redevelopment Agency pursuant to Section 33670 of the Health and Safety Code for the purpose of increasing, improving, and preserving the community's supply of low and moderate income housing ("Low and Moderate Income Housing Fund").

B The Redevelopment Agency has continuously utilized its Low and Moderate Income Housing Fund for the purpose of increasing, improving and preserving the community's supply of low- and moderate-income housing available at affordable cost.

C The California Supreme Court, in its recent decision in the case of *California Redevelopment Association v. Matosantos*, has ruled that all redevelopment agencies in California shall be subject to liquidation and dissolution pursuant to Assembly Bill ("AB") X1 26.

D Specifically, AB X1 26 dissolves all existing redevelopment agencies as of February 1, 2012, such that the Redevelopment Agency of the City of Burbank shall be deemed as a former redevelopment agency under Health and Safety Code Section 34173(a).

E. Pursuant to Section 34176 of the Health and Safety Code, the City Council adopted on January 31, 2012, Resolution No __28,484__, which designated the Housing Authority of the City of Burbank ("Housing Authority") as the entity to retain, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the Redevelopment Agency upon the dissolution of the Redevelopment Agency

F. The Housing Authority desires to retain, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the Redevelopment Agency upon the dissolution of the Redevelopment Agency.

G The City and the Redevelopment Agency of the City of Burbank ("Redevelopment Agency") entered into an agreement entitled "Agreement between the City of Burbank and the Redevelopment Agency of the City of Burbank Establishing Certain City-Agency Relationships" ("Agreement") on September 29, 1970, which provided for, among other things, certain activities, services and facilities which the City agreed to render for, and make available to, the Redevelopment Agency, subject to reimbursement to the City by the Redevelopment Agency of certain costs and expenses incurred by the City for and on behalf of the Redevelopment Agency. The Housing Authority of the City of Burbank will by operation of law succeed the Redevelopment Agency of the City of Burbank on February 1, 2012, and will retain without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions and will continue to require the City to provide certain activities, services, and facilities and to recognize its continued contractual obligations.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The foregoing recitals are true and correct.

2. Pursuant to Health and Safety Code Section 34176, the Housing Authority of the City of Burbank elects to retain, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the Redevelopment Agency of the City of Burbank upon the dissolution of the Redevelopment Agency and hereby accepts the transfer to the Housing Authority of all of the housing assets, rights, powers, duties, obligations, liabilities and functions associated with the housing activities of the Redevelopment Agency.

3. The Executive Director of the Housing Authority is hereby authorized to make all notifications of such election as deemed necessary and to execute all documents and take all actions necessary and convenient to carry out and implement the transfer to the Housing Authority of the City of Burbank of, without limitations, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the Redevelopment Agency upon the dissolution of the Redevelopment Agency and to administer the Housing Authority's obligations, responsibilities and duties to be performed there under.

4. The Housing Authority reserves the right to revoke this designation at any time.

PASSED AND ADOPTED this 31st day of January 2012.

Jess A. Talamantes
Chairman of the Housing Authority of the
City of Burbank

Attest:

Margarita Campos, CMC, Clerk

Approved as to Form
Office of the City Attorney

By: Mary F Riley
Senior Assistant City Attorney

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

I, Margarita Campos, CMC, 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 a majority vote of the Housing Authority of the City of Burbank at its regular meeting held on the 31st day of January 2012, by the following vote:

AYES: **Commissioners Bric, Gabel-Luddy, Golonski, Gordon and Talamantes.**

NOES: **Commissioners None.**

ABSENT: **Commissioners None.**

Margarita Campos, CMC, Clerk

STAFF REPORT

CITY CLERK'S OFFICE

DATE: October 13, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Kimberley Clark, City Clerk
BY: Maria Sanchez, Administrative Analyst II
Yasleen Robinson, Intermediate Clerk

SUBJECT: Appointment to Fill One Vacancy on the Burbank Cultural Arts Commission for an Unexpired Term

RECOMMENDATION

Appoint one member to the Burbank Cultural Arts Commission (Commission) to fill an unexpired term ending July 31, 2029.

BACKGROUND

All Board, Commission, and Committee (BCC) Members shall be appointed by a three-fifths (3/5) vote of all Council Members and serve without compensation from the City. No person shall serve on more than one BCC at the same time. Vacancies on a BCC occurring during the term of office shall be filled within 90 days from the date the vacancy occurs. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee. In addition, all applicants must reside within the jurisdictional boundaries of the City of Burbank (per Burbank Municipal Code (BMC) §§ 2-1-404, 2-1-405, 2-1-406, and 2-1-407).

Once a vacancy is established, the City Clerk advertises the vacancy for 30 days, accepts applications, and provides the applications received to Council for consideration. Applicants can submit up to two applications to BCCs, indicating their first and second choice.

The established voting process allows for each Council Member to vote as many times as there are vacancies on the BCC being considered; the applicants receiving a majority of the votes in the first round are either appointed or move into the second round, if necessary. The process continues for as many rounds as are necessary to attain the correct number of applicants to fill each vacancy.

Burbank Cultural Arts Commission

The Burbank Cultural Arts Commission shall make policy and funding recommendations on matters related to the implementation of the City's Cultural Arts Plan, help engage the community by participating in various public education, outreach, and promotional activities related to cultural arts and conduct other duties as requested by Council. The Burbank Cultural Arts Commission shall have the duties to: act in an advisory capacity to the City Council in establishing policy on all matters as described; engage the participation of the community; provide community support for advancing policy initiatives and programs; advise the City Council in the maximizing and leveraging efficient use of resources in the community; advise the City Council in the review of proposals, programs, practices, and goals; and other duties as requested by Council.

DISCUSSION

On September 2, 2026, the City Clerk's Office began advertising and accepting applications for one vacancy on the Commission for an unexpired term ending July 31, 2029, created by the resignation of Commissioner Jacqueline Brenneman.

To obtain qualified candidates, a Notice of Vacancy was advertised through the following:

- City website
- City Council meeting announcements
- All social media platforms managed by the City Clerk's Office
- Press releases sent to the *Burbank Leader* and *MyBurbank.com*
- Notices posted on the City Hall Bulletin Board
- Community groups and organizations
- Constant Contact email notification

The deadline for submitting applications to the City Clerk's Office was Friday, October 2, 2026, at 5:00 p.m. The City Clerk's Office received a total of four applications: Stephen Newman, Gabriel Feinberg, Ralph Massey and Brenton Douglas. The applications are listed in the order received.

Please note that applicant Gabriel Feinberg also applied for the Sustainable Burbank Commission. If appointed to the Burbank Cultural Arts Commission, this applicant's name will be removed from consideration for the Sustainable Burbank Commission

appointment, which will be presented to the Council at the October 13, 2026, City Council Meeting.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, as such, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONCLUSION

The City and the community both realize substantial benefits from civic involvement. Appointments to the Boards, Commissions, and Committees help encourage public participation in the governmental process and ensure Burbank residents have a voice.

ATTACHMENTS

Attachment 1 – Applications and Resumes
Attachment 2 – Burbank Municipal Code § 2-1-425

Applications and Resumes

Application Form

Profile

Stephen
First Name

C
Middle Initial

Newman
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91501
Postal Code

[redacted]
Primary Phone

[redacted]
Alternate Phone

NBC Burbank - Retired
Employer

Video Editor
Job Title

Broadcast Engineer
Occupation

Which Boards would you like to apply for?

Burbank Cultural Arts Commission: Submitted

Length of time as a Burbank Resident:

40+ Years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am a musician with the Burbank Community Band. I feel the Cultural Arts Commission would benefit from the the perspective of a Senior Burbank Citizen who has experience in a performing group whose main purpose is community cultural enrichment through live music. I also would like to be an advocate for improvement in the availability of live performance spaces in Burbank.

Education

Bachelor of Arts in Radio, Television and Film from CSUN.

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

Immediate Past President of the Executive Board of the Burbank Community Band. I continue to serve as a board member and perform as a Bass Trombonist with the BCB. Retired after thirty-three years employment at NBC Burbank. I was a parent volunteer at Jefferson Elementary School and for the music departments of both John Muir Middle School and Burbank High School.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

No service on a City Board, Commission or Committee.

List Community activities in which you are involved:

Board member and performer with the Burbank Community Band. I engage in activities at the Joslyn Senior Center and Burbank YMCA. My wife and I are associate, non-magician, members of the Magic Castle. We are also member-supporters of the Go For Broke National Education Center, the Friends and Family of Nisei Veterans and the Japanese American National Museum. Another family member is involved in the Los Angeles Theater community.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Cultural Arts Commission.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I retired from 50+ years in the technical side of the entertainment industry. I am a retired member of NABET-CWA Local 53 here in Burbank. I performed many types of music in my early life. Currently I am a musician with the Burbank Community Band. I was the first president of the Burbank Community Band after it incorporated as a 501c3 non-profit, serving in that position for approximately eleven years.

What are your goals in serving on this Board/Commission/Committee?

I feel the Cultural Arts Commission would benefit from the the perspective of a Senior Burbank Citizen who has experience in a performing group whose main purpose is community cultural enrichment through live music. I also would like to be an advocate for improvement in the availability of live performance spaces in Burbank.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Stephen C Newman

Application Form

Profile

Gabriel
First Name

Middle Initial

Feinberg
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91505
Postal Code

[redacted]
Primary Phone

Alternate Phone

Self
Employer

Writer / Producer
Job Title

Writer
Occupation

Which Boards would you like to apply for?

Burbank Cultural Arts Commission: Submitted
Sustainable Burbank Commission: Submitted

Length of time as a Burbank Resident:

5 Years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

Burbank is home to the hundreds of artists across all mediums. In a time of economic strife across all sectors, I'd love to find ways to harness Burbank's unique relationship with the arts to empower residents to invest in their community. Tapping into the deep well of creativity and experience, we have the opportunity to bring to world-class arts and culture to our city so that we all might benefit and enrich our lives. Moreover, as a new father, I'm looking for ways to strengthen the community in which my daughter will be raised. A City and community that values the arts is one I want my daughter in which to grow up and appreciate throughout her life.

Education

Occidental College (2007-2011) - Bachelor of Arts, Art History & Visual Arts / American Studies Graduates Magna Cum Laude, Phi Beta Kappa

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

-Over a decade's experience in the development, writing & production of broadcast television -Amateur baker & gardener

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

N/A

List Community activities in which you are involved:

N/A

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Cultural Arts Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I'm a seasoned television writer and producer. Culture and art have been at the core of my career, stemming back to my college degree which combined a focus on American History and its Art & Culture. Moreover, as a Union member, I strongly believe in that power of collective action in creating a better, more inclusive community.

What are your goals in serving on this Board/Commission/Committee?

I hope to harness Burbank's unique access to world class artists to improve the visibility and engagement in Burbank's rich cultural programming. I'd love to create more regular, free-to-access cultural events for the public across traditional and new media. From classical music and film screenings, to culinary showcases and videogame design. Burbank is home to so many artists in so many different disciplines, it would be a waste not to tap their expertise to enrich our community.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Sustainable Burbank Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

N/A

What are your goals in serving on this Board/Commission/Committee?

Improve & expand visibility, access and understanding of Burbank's rebate programs to public. Host more events on composting, gardening and other low-cost sustainability programs. Create more community garden spaces, covert portions of existing Burbank park spaces into drought tolerant/native landscape educational gardens, and increasing use of renewable energies (such as solar panels) on municipal properties.

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Gabriel L. Feinberg

[redacted]

Creative professional with 10+ years in primetime television, delivering high-impact storytelling to millions through innovative problem-solving and cross-functional collaboration.

EXPERIENCE

HANK'S BAGELS *(2025)*
Front of House

- Deliver friendly, efficient customer service during high-volume breakfast & lunch rushes
- Accurately process 200-500 customized customer orders each day
- Operate Toast POS system while handling cash, card & gift transactions
- Coordinate with kitchen staff to ensure fast, accurate order fulfillment
- Assist customers, delivery drivers, & catering clients with precision & professionalism
- Open & close restaurant, prep coffee & beverages & restock all fresh foods
- Maintain a clean, organized, food-safe front-of-house environment

NBCUNIVERSAL / CHICAGO MED *(2015 - 2024)*
Writer/Producer

- Write & produce over one dozen hours of high budget scripted television programming
- Ideate, collaborate & revise compelling narrative content for 5+ million weekly viewers
- Supervise junior creatives & support cross-functional teams to execute brand vision
- Consistently provide high quality deliverables on tight schedule within budget
- Offer real-time creative solutions in collaboration with executives, directors and talent

Researcher

- Liaise with experts & technical advisors to ensure consistent brand voice & authenticity
- Build & maintain custom reference material database for project tracking

Executive Assistant

- Draft, revise & publish key documentation for publicity & marketing
- Liaise, coordinate & collaborate with multiple teams across production, studio & network

WARNER BROS TELEVISION / THE FOLLOWING *(2013 – 2015)*
Executive Assistant

- Draft, revise & distribute series feedback from studio & network stakeholders
- Manage high volume schedule & executive travel throughout series production

NBC UNIVERSAL *(2012- 2013)*
Page: SyFy Network, Universal Television Studio, Program Standards

- Support multiple VP executives with document management & scheduling
- Identify & distribute publicity & promotional material for multiple projects
- Independently manage department talent tracking database
- Support multiple EVP & SVP executives from ideation through production on over two down high budget creative projects.
- Manage & reconcile travel and expenses for department of nine upper-level executives
- Log & distribute mandated Standards Reports to ensure FCC compliance

EDUCATION

OCCIDENTAL COLLEGE *(May 2011)*
Bachelor of Arts: Film & Media Studies, American Studies

- Graduated with Distinction, Magna Cum Laude & Phi Beta Kappa honors

SKILLS

- Microsoft Office Suite, Google Workspace, ChatGPT, Final Draft, Screenwriting, Creative Writing, Copywriting, Technical Writing, Physical Production, Branding, Publicity, Project

Gabriel L. Feinberg

[redacted]

Management, Team Management, Budgeting, Leadership, Collaboration, Research,

City of Burbank Boards, Commissions & Committees

Application Form

BBK City Clerk 09-22-'26AM11:07

Profile

RALPH — First Name
A. — Middle Initial
MASSEY — Last Name

[redacted] — Email Address

[redacted] — Home Address
Suite or Apt

BURBANK — City
CA — State
91504 — Postal Code

[redacted] — Primary Phone
Alternate Phone

SELF — Employer
ARTIST — Job Title
ARTIST — Occupation

Which Boards would you like to apply for?

~~None~~ Selected

BURBANK CULTURAL ARTS COMMISSION

Length of time as a Burbank Resident: 25 YRS, 8 MO.; 22 DAYS

Burbank Registered Voter? YES

☑ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I WAS A FORMER MEMBER 24 YEARS AGO. I am now eighty eight, and wish to focus on cultural events in the community.

Education Google RALPH ALLEN MASSEY ARTIST to see some of my 60 years career.

a wide range of courses not directed to a degree. I studied philosophy for seven years rather than visual art.

Additional Pertinent Courses or Training The book "Plastics as Sculpture, Chilton press 1972 used as a college text for a number of years

Sculptor of the Sacramento Vietnam Vet. Memorial, Commissions by the City of Ventura

Other Pertinent Skills, Experience or Interests

In the collections of the Peterson Automotive Museum, Kelbert Museum of California art, numerous private collections; movie & TV work. Commissions by the Salvation Army & others.

Upload a Resume

Community Involvement Former member of the Cultural arts Commission. Volenteer: at Bookseles at Burbank Ojai, St. Charles MO. volenteer at Salvation Army

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

List Community activities in which you are involved: Yard sale; Cactii plants

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ☒ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Cultural art Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

What are your goals in serving on this Board/Commission/Committee?

Serve & Share

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:

- In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

[redacted]

☒ I Agree

City of Burbank Boards, Commissions & Committees

BBK City Clerk 09-29-'26PM12:37

Application Form

Profile

Brenton
First Name

J.
Middle Initial

Douglas
Last Name

[redacted]

[redacted]

[redacted]
Suite or Apt

Burbank
City

CA
State

91501
Postal Code

[redacted]
Primary Phone

Alternate Phone

Sprouts Farmers Market
Employer

Self Checkout Host
Job Title

customer service
Occupation

Which Boards would you like to apply for?

None Selected

Burbank Cultural Arts Commission

Length of time as a Burbank Resident: 9 years

Burbank Registered Voter?

● Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I love people. I love Burbank. I love art. I think I can help add value.

Education Bachelor of Social Work from Grambling State University

Additional Pertinent Courses or Training Peer Helpers (support group) training from De La Salle North Catholic High School.

Other Pertinent Skills, Experience or Interests Communication skills developed through my experience as an actor, podcaster, radio host, and customer service representative.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.: N/A

List Community activities in which you are involved: Church

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A. N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ● No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment: Burbank Cultural Arts Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position. Bachelor of Social Work degree. Several creative endeavors. Customer service experience.

What are your goals in serving on this Board/Commission/Committee? To love people. To help people. To have fun.

Second Choice

SECOND choice for Board/Commission/Committee appointment: N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:

- In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

■ I Agree

Burbank Municipal Code
Section 2-1-425:
Burbank Cultural Arts Commission

Burbank Municipal Code 2-1-425: Burbank Cultural Arts Commission

A. Establishment: The Burbank Cultural Arts Commission is an advisory body to the City Council. The Commission shall make policy and funding recommendations on matters related to the implementation of the City's Cultural Arts Plan, help engage the community by participating in various public education, outreach, and promotional activities related to cultural arts and other duties as requested by Council.

B. Composition of the Commission:
   1. The Burbank Cultural Arts Commission shall be composed of nine (9) members appointed by the City Council as follows: from the business community at-large, who is engaged in the arts, or who represents a diversity of art disciplines such as: arts education; art in public places; dance; live theater; film, studio and recording industry; media affiliated resources; music; and visual arts.
   2. The Commission shall have the constituted offices of Chairperson and Vice Chairperson.
      a. Chairperson – The Chairperson shall maintain the general supervision and direction and control of the business and meetings of the Commission. The Chairperson shall preside at all meetings of the Commission, and shall have the power to appoint subcommittees of the Commission and subcommittee Chairpersons as necessary, and shall receive reports of the subcommittee's activities.
      b. Vice Chairperson – The Vice Chairperson shall act in the absence of the Chairperson, perform all the duties of the Chairperson, and in so acting, shall have all the powers of the Chairperson.
   3. Liaison with Council: The Mayor shall designate two members of the City Council to meet with the Commission, but such members shall not be members of the Commission.

C. Powers and Duties:
   1. The Burbank Cultural Arts Commission shall have the duties to:
      a. Act in an advisory capacity to the City Council in establishing policy on all matters as described in Section A.
      b. Engage the participation of the community.
      c. Provide community support for advancing policy initiatives and programs.
      d. Advise the City Council in the maximizing and leveraging efficient use of resources in the community.
      e. Advise the City Council in the review of proposals, programs, practices, and goals.
      f. Other duties as requested by Council.

D. Meetings: The Burbank Cultural Arts Commission shall meet as needed, on a day and time and place to be determined and fixed by the Commission at its August meeting and in accordance with the Ralph M. Brown Act. Additional noticed meetings may be scheduled as necessary by the Commission. All meetings shall be open to the public. Minutes of each meeting shall be maintained by the Parks and Recreation Department.

E. Quorum: A majority of the members of the Commission shall constitute a quorum.

(Added by Ord. No. 16-3,874; amended by Ord. No. 25-4,032, eff. 9/26/2025; 25-4,028, 22-3,983)

STAFF REPORT

CITY CLERK'S OFFICE

DATE: October 13, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Kimberley Clark, City Clerk
BY: Maria Sanchez, Administrative Analyst II
Yasleen Robinson, Intermediate Clerk

SUBJECT: Appointment to Fill One Vacancy on the Sustainable Burbank Commission for an Unexpired Term

RECOMMENDATION

Appoint one member to the Sustainable Burbank Commission (Commission) to fill an unexpired term ending July 31, 2029.

BACKGROUND

All Board, Commission, and Committee (BCC) Members shall be appointed by a three-fifths (3/5) vote of all Council Members and serve without compensation from the City. No person shall serve on more than one BCC at the same time. Vacancies on a BCC occurring during the term of office shall be filled within 90 days from the date the vacancy occurs. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee. In addition, all applicants must reside within the jurisdictional boundaries of the City of Burbank (per Burbank Municipal Code (BMC) §§ 2-1-404, 2-1-405, 2-1-406, and 2-1-407).

Once a vacancy is established, the City Clerk advertises the vacancy for 30 days, accepts applications, and provides the applications received to Council for consideration. Applicants can submit up to two applications to BCCs, indicating their first and second choice.

The established voting process allows for each Council Member to vote as many times as there are vacancies on the BCC being considered; the applicants receiving a majority of the votes in the first round are either appointed or move into the second round, if necessary. The process continues for as many rounds as are necessary to attain the correct number of applicants to fill each vacancy.

Sustainable Burbank Commission

The Sustainable Burbank Commission shall advise and make recommendations to the City Council on matters related to the implementation of the City of Burbank Sustainability Action Plan and help engage the community by participating in various public education, outreach, and promotional activities related to environmental sustainability. The Sustainable Burbank Commission shall be composed of nine (9) members to be appointed by Council. When appointing persons to the Commission, Council should consider representation of the business community at large who is engaged in environmental issues, the real estate or development industry, or faith-based and non-profit communities.

DISCUSSION

On September 3, 2026, the City Clerk's Office began advertising and accepting applications for one vacancy on the Commission for an unexpired term ending July 31, 2029, created by the resignation of Commissioner Charles Wilson.

To obtain qualified candidates, a Notice of Vacancy was advertised through the following:

- City website
- City Council meeting announcements
- All social media platforms managed by the City Clerk's Office
- Press releases sent to the *Burbank Leader* and *MyBurbank.com*
- Notices posted on the City Hall Bulletin Board
- Community groups and organizations
- Constant Contact email notification

The deadline for submitting applications to the City Clerk's Office was Monday, October 5, 2026, at 5:00 p.m. The City Clerk's Office received a total of four applications: Douglas Carlson, Tony Cimolino, Gabriel Feinberg, and Joshua Glass. The applications are listed in the order received.

Please note that applicant Gabriel Feinberg also applied for the Burbank Cultural Arts Commission. If appointed, this applicant's name will be removed from consideration for the Sustainable Burbank Commission.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, as such, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONCLUSION

The City and the community both realize substantial benefits from civic involvement. Appointments to the Boards, Commissions, and Committees help encourage public participation in the governmental process and ensure Burbank residents have a voice.

ATTACHMENTS

Attachment 1 – Applications and Resumes
Attachment 2 – BMC § 2-1-424

Applications and Resumes

City of Burbank Boards, Commissions & Committees

Application Form

Submit Date: Sep 22, 2025
Resubmitted for City Council Consideration: September 3, 2026

Profile

Douglas
First Name

S
Middle Initial

Carlson
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

BURBANK
City

CA
State

91506
Postal Code

[redacted]
Primary Phone

Alternate Phone

Points West Construction, Inc.
Employer

President, Owner
Job Title

General Contractor
Occupation

Which Boards would you like to apply for?

Sustainable Burbank Commission: Submitted

Length of time as a Burbank Resident:

July, 1995

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

Environmental issues of fire prevention / structural fire resilience; trash / recycling; water consumption, storm water runoff & replenishing our water table; increased electrical usage for car charging & AI graphics / solar power promotion, for me are all important issues that we are facing as a community. I love living in Burbank and being in a town where being a resident, we can make a difference in Our City, by getting involved. At the age of 16, I worked with a local Professor, to change a storm water drainage system that was going to destroy the DeGraaf Nature Center, in my hometown of Holland, Michigan. The storm water system called The Lela Drain, is functioning fine, and the DeGraff Nature is still a wonderful 18 acre preserve where everyone can learn about the native plants. See this link - https://outdoordiscovery.org/degraaf/ I've lived in Burbank since 1995, and I installed (2) drywells on my property to take all of my storm water runoff from the Main House, Guest House, and 3-car garage to deep root water my trees on my double lot property. These wells have never overflowed during the heaviest of our winter storms, and as a drainage option for our residence city wide, can be very useful to limit flooding and replenish our water table. I organic garden using compost bins, mulching grass & leaves, and use a push mower and electric gardening tools. I strongly believe in limiting use of gasoline engines. I have (6) citrus trees and an avocado tree that are thriving in very healthy soil. I also have a 50' pine tree, and several 30' tall Ash and Sycamore trees that shade my property and reduce the need for Airconditioning. I was the Chairman for the Rancho Providencia traffic advisory commission from 1996 to 2001. We had 40 committee meetings, 3 area wide meetings, and ultimately our traffic calming devises were implemented by the Burbank City Council in 2001. These traffic calming measures have been very useful to reduce traffic volume and speed for our residential area, during the Media Expansions for Disney / ABC and what was the NBC properties. I recently requested our Burbank Public Pools to change their hours of closures / partial usage, to maximize pool usage. The fall of 2025, the Pool Staff have implemented dramatic changes that is increasing pool usage and public access.

Education

Holland High School - graduate 1976 Hope College, Holland Michigan, majored in Geology and Marketing - 1976 to 1978 SCI-ARC (Southern California Institute of Architecture) - 1980 to 1982

Additional Pertinent Courses or Training

LEED certified for sustainable construction.

Other Pertinent Skills, Experience or Interests

I been a California licensed General Contractor since 1985. Please see my resume on by website - www.pointswestconstruction.com I was Chairman of the Board for The Torch Foundation, a non-profit organization that provides free leadership trainings to mainly inner-city teenagers. I participated on this Board from 2016 to 2023.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee:

1996 - 2001, Chairman of the Rancho Providencia traffic commission.

List Community activities in which you are involved:

I use the Burbank Pools on a weekly basis; I also love the Chandelier Bike Path and horse trails.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

I have No relative relationships with any Burbank employees.

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

The Board, Commission or Committee (collectively Board) you are seeking appointment to provides City reimbursement for attending trainings or conferences. Therefore, under State Law all members of the Board must receive at least two hours of ethic's training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Sustainability Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

As a General Contractor, I'm very involved in Building Code implementation as a part of the construction work that I do. Most of my projects are in West LA, Beverly Hills, and Brentwood areas.

What are your goals in serving on this Board/Commission/Committee?

To have our city better prepared for upcoming fire, drought, and flood dangers, while limiting landfill usage. Also, promoting more ADU construction to limit our housing shortage.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

My prior (12) years of experience on Boards, and 40 years of experience as a General Contractor give me a lot of experience in commissions and are relevant to the Sustainability Commission.

What are your goals in serving on this Board/Commission/Committee?

To have Our amazing city better prepared for the challenges that we currently face and will face in the near future.

Supplemental Questions

Acknowledgement

Acknowledgment No. 1 - General

ALL INFORMATION SUBMITTED IS A PUBLIC RECORD AND WILL BE POSTED ON THE CITY'S WEBSITE. All City Board, Commission, and Committee members serve without compensation from the City. No person shall serve at the same time on more than one Board, Commission or Committee. All applicants must be electors of, and actually reside in the City of Burbank, with the exception of the Burbank Cultural Arts Commission and the Sustainable Burbank Commission. (Per BMC Section 2-1-405, 2-1-406, 2-1-407)

☑ I Agree

Application Form

Profile

Tony
First Name

A
Middle Initial

Cimolino
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91506
Postal Code

[redacted]
Primary Phone

Alternate Phone

California Ranch Food Company
Employer

Chief Sustainability Officer
Job Title

Executive of a Food Manufacturing Company
Occupation

Which Boards would you like to apply for?

Sustainable Burbank Commission: Submitted

Length of time as a Burbank Resident:

37 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am a Burbank Resident with a professional career in Sustainability and I saw the opening for the Sustainability Commission so I thought I would contribute to the betterment of Burbank - my hometown.

Education

BA UCLA - MA UCLA in Geography and Geology

Additional Pertinent Courses or Training

I have participated in dozens of environmental and sustainability corporate meetings and trade association events with Walmart, Sam's Club, COSTCO, IDDBA, Meat Institute, NGA and others. Extensive reading of sustainability and environmental trade press publications.

Other Pertinent Skills, Experience or Interests

I have been responsible for preparing and submitting the sustainability reporting for a 1 Billion + corporation since 2011. I annually work with the CDP Climate Disclosure Project (for overall sustainability reporting), the CAA Circular Action Alliance (for ESG reporting), conduct and manage SEDEX SMETA audits at our facilities that cover environmental activities, conduct climate and environmental audits for major customers such as Walmart's Project Gigaton, COSTCO climate surveys, Amazon/Whole Foods climate surveys, Kroger and Albertsons climate surveys.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

None

List Community activities in which you are involved:

I have attended many Burbank Rancho area community meetings and spoken at Burbank City Council meetings in public comment periods. Particularly interested in the ecology and flora and fauna of Burbank Rancho and Griffith park. Our family are horse owners and stable at the Los Angeles Equestrian center.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Sustainability Commission is the only board I am interested in.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

See above for details.

What are your goals in serving on this Board/Commission/Committee?

Help Burbank to continue to be a leader in environmental stewardship.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Application Form

Profile

Gabriel
First Name

Middle Initial

Feinberg
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91505
Postal Code

[redacted]
Primary Phone

Alternate Phone

Self
Employer

Writer / Producer
Job Title

Writer
Occupation

Which Boards would you like to apply for?

Burbank Cultural Arts Commission: Submitted
Sustainable Burbank Commission: Submitted

Length of time as a Burbank Resident:

5 Years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

Burbank is home to the hundreds of artists across all mediums. In a time of economic strife across all sectors, I'd love to find ways to harness Burbank's unique relationship with the arts to empower residents to invest in their community. Tapping into the deep well of creativity and experience, we have the opportunity to bring to world-class arts and culture to our city so that we all might benefit and enrich our lives. Moreover, as a new father, I'm looking for ways to strengthen the community in which my daughter will be raised. A City and community that values the arts is one I want my daughter in which to grow up and appreciate throughout her life.

Education

Occidental College (2007-2011) - Bachelor of Arts, Art History & Visual Arts / American Studies Graduates Magna Cum Laude, Phi Beta Kappa

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

-Over a decade's experience in the development, writing & production of broadcast television -Amateur baker & gardener

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

N/A

List Community activities in which you are involved:

N/A

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Cultural Arts Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I'm a seasoned television writer and producer. Culture and art have been at the core of my career, stemming back to my college degree which combined a focus on American History and its Art & Culture. Moreover, as a Union member, I strongly believe in that power of collective action in creating a better, more inclusive community.

What are your goals in serving on this Board/Commission/Committee?

I hope to harness Burbank's unique access to world class artists to improve the visibility and engagement in Burbank's rich cultural programming. I'd love to create more regular, free-to-access cultural events for the public across traditional and new media. From classical music and film screenings, to culinary showcases and videogame design. Burbank is home to so many artists in so many different disciplines, it would be a waste not to tap their expertise to enrich our community.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Sustainable Burbank Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

N/A

What are your goals in serving on this Board/Commission/Committee?

Improve & expand visibility, access and understanding of Burbank's rebate programs to public. Host more events on composting, gardening and other low-cost sustainability programs. Create more community garden spaces, covert portions of existing Burbank park spaces into drought tolerant/native landscape educational gardens, and increasing use of renewable energies (such as solar panels) on municipal properties.

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Gabriel L. Feinberg

[redacted]

Creative professional with 10+ years in primetime television, delivering high-impact storytelling to millions through innovative problem-solving and cross-functional collaboration.

EXPERIENCE

HANK'S BAGELS *(2025)*
Front of House

- Deliver friendly, efficient customer service during high-volume breakfast & lunch rushes
- Accurately process 200-500 customized customer orders each day
- Operate Toast POS system while handling cash, card & gift transactions
- Coordinate with kitchen staff to ensure fast, accurate order fulfillment
- Assist customers, delivery drivers, & catering clients with precision & professionalism
- Open & close restaurant, prep coffee & beverages & restock all fresh foods
- Maintain a clean, organized, food-safe front-of-house environment

NBCUNIVERSAL / CHICAGO MED *(2015 - 2024)*
Writer/Producer

- Write & produce over one dozen hours of high budget scripted television programming
- Ideate, collaborate & revise compelling narrative content for 5+ million weekly viewers
- Supervise junior creatives & support cross-functional teams to execute brand vision
- Consistently provide high quality deliverables on tight schedule within budget
- Offer real-time creative solutions in collaboration with executives, directors and talent

Researcher

- Liaise with experts & technical advisors to ensure consistent brand voice & authenticity
- Build & maintain custom reference material database for project tracking

Executive Assistant

- Draft, revise & publish key documentation for publicity & marketing
- Liaise, coordinate & collaborate with multiple teams across production, studio & network

WARNER BROS TELEVISION / THE FOLLOWING *(2013 – 2015)*
Executive Assistant

- Draft, revise & distribute series feedback from studio & network stakeholders
- Manage high volume schedule & executive travel throughout series production

NBC UNIVERSAL *(2012- 2013)*
Page: SyFy Network, Universal Television Studio, Program Standards

- Support multiple VP executives with document management & scheduling
- Identify & distribute publicity & promotional material for multiple projects
- Independently manage department talent tracking database
- Support multiple EVP & SVP executives from ideation through production on over two down high budget creative projects.
- Manage & reconcile travel and expenses for department of nine upper-level executives
- Log & distribute mandated Standards Reports to ensure FCC compliance

EDUCATION

OCCIDENTAL COLLEGE *(May 2011)*
Bachelor of Arts: Film & Media Studies, American Studies

- Graduated with Distinction, Magna Cum Laude & Phi Beta Kappa honors

SKILLS

- Microsoft Office Suite, Google Workspace, ChatGPT, Final Draft, Screenwriting, Creative Writing, Copywriting, Technical Writing, Physical Production, Branding, Publicity, Project

Gabriel L. Feinberg

[redacted]

Management, Team Management, Budgeting, Leadership, Collaboration, Research,

Application Form

Profile

Joshua
First Name

B
Middle Initial

Glass
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91506
Postal Code

[redacted]
Primary Phone

Alternate Phone

Unemployed/Self
Employer

Editor
Job Title

Video Editor
Occupation

Which Boards would you like to apply for?

Sustainable Burbank Commission: Submitted

Length of time as a Burbank Resident:

5 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I have an interest in the climate crisis, and am eager to find out how to help the city and its people through necessary changes to adapt to our changing environment and climate.

Education

Bachelor of Science in Film/Television at Boston University 2009

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

Video editing, writing, design, file organizing, research, data entry.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

None

List Community activities in which you are involved:

Parks and Recreation parent volunteer coach - youth basketball leagues.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Sustainable Burbank Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

Thought the Television Academy was part of a “climate storytelling” group/commission that focused on supporting filmmakers promote and develop climate-related stories in media and entertainment.

What are your goals in serving on this Board/Commission/Committee?

Learn more about and aid in furthering Burbank’s climate goals during the immediate and foreseeable future.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Joshua B Glass

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Joshua B Glass

Burbank, CA
[redacted]

JOSH GLASS
EDITS

[redacted]

About Me

I shape and refine final picture and audio from rough cut through delivery—making creative editorial decisions alongside directors and producers, optimizing pacing and storytelling, and collaborating with production teams to deliver polished, deadline-driven content.

I often oversee a team of editors including peers and assistants, and work toward creating an efficient workflow to ensure successful episodes and stories.

Skills & Education

Skills
Video Editing, Audio Editing, Graphics, Visual FX, Audio Mixing, Color-Correction, Workflow Management, Verbal and Written Communication,

Software
Adobe Premiere, After Effects, Photoshop, Illustrator, Avid Media Composer, DaVinci Resolve, Canva, Affinity, Microsoft Office, Google Drive, Autodesk Flow, Smartsheet, Filemaker, FrameIO, Dropbox, Trello

Boston University College of Communication - *Boston, MA*
Bachelor of Science, Film and Television *– January 2009*

Professional Experience - Editing - Animation & Unscripted Television

Titmouse Animation, *Burbank, CA*
Animation/Animatic Editor, May 2022-October 2025
- "Strip Law" (Netflix)
- "The Sisters Grimm" (Apple TV+)
- "Frog and Toad" (Apple TV+)

- Video/Audio Editing, Timing/Pacing, Color-Correction, Graphics/End Credits, Review Sessions, receiving/addressing creative feedback

Wild Canary Animation, *Burbank, CA*
Animation/Animatic Editor - September 2018-May 2022
- *"Mira Royal Detective" (Disney Jr)*

- Video/Audio Editing. Timing/Pacing, Graphics/ End Credits, Review Sessions, receiving/ addressing creative feedback

Starburns Industries, *Burbank, CA*
Editor – September 2016-July 2018
- *Animals" (HBO) – Season 3*
- *"HarmonQuest" (Seeso/VRV) – Season 2*

Bunim-Murray Productions*, Van Nuys, CA*
Editor – February 2013-November 2015
- *"Total Divas" (E!)*
- *"Best Ink" (Oxygen)*
- *"Chachi's World" (Go90 Mobile App)*

- Unscripted/Multi-cam Video/Audio Editing, Timing/Pacing, Review Sessions, receiving/ addressing creative feedback

Sara Rea Productions*, Los Angeles, CA*
Editor – June 2014
- *"Project Runway: Threads" (Lifetime)*

Burbank Municipal Code § 2-1-424: Sustainable Burbank Commission

Attachment 2

Burbank Municipal Code
§ 2-1-424: Sustainable Burbank Commission

A. Establishment of the Commission: The Sustainable Burbank Commission shall advise and make recommendations to the City Council on matters related to the implementation of the City of Burbank Sustainability Action Plan and help engage the community by participating in various public education, outreach, and promotional activities related to environmental sustainability.

B. Composition of the Commission:

1. The Sustainable Burbank Commission shall be composed of nine (9) members to be appointed by Council. When appointing persons to the Commission, Council should consider representation of the business community at large who is engaged in environmental issues, the real estate or development industry, or faith-based or non-profit community.

2. The Commission shall have the constituted offices of Chairperson and Vice Chairperson.

   a. Chairperson – The Chairperson shall maintain the general supervision, direction and control of the business and meetings of the Sustainable Burbank Commission. The Chairperson shall preside at all meetings of the Commission and shall have the power to appoint subcommittees of the Commission and subcommittee Chairpersons as necessary and shall receive reports of the subcommittee's activities.

   b. Vice Chairperson – The Vice Chairperson shall act in the absence of the Chairperson, perform all the duties of the Chairperson, and in so acting, shall have all the powers of the Chairperson.

3. Liaison with Council: The Mayor shall designate two members of the City Council to meet with the Commission, but such members shall not be members of the Commission.

C. Powers and Duties of the Commission:

1. The Sustainable Burbank Commission shall have the duties to:

   a. Act in an advisory capacity to the City Council in establishing policy on all matters as described in Section A.

   b. Engage the participation of the community.

   c. Provide community support for advancing policy initiatives and programs.

d. Advise the City Council in the maximizing and leveraging efficient use of resources in the community.

e. Advise the City Council in the review of proposals, programs, practices, and goals.

D. Meetings: The Sustainable Burbank Commission shall meet regularly at least every other month, on a day and time and place to be determined and fixed by the Commission and in accordance with the Ralph M. Brown Act. Additional noticed meetings may be scheduled as necessary. All meetings shall be open to the public. Regular minutes of each meeting shall be maintained by the Public Works Department. Agendas of the Commission shall be posted as required by the laws of the State of California.

E. Quorum: A majority of the members of the Sustainable Burbank Commission shall constitute a quorum.

STAFF REPORT

LIBRARY SERVICES

DATE: October 13, 2026

TO: Justin Hess, City Manager

FROM: Eric Lashley, Library Services Director

SUBJECT: Adoption of a Resolution Approving a Progressive Design-Build Contract with Clark Construction Group – California, LP for the Burbank Library and Civic Center Project and Authorizing the Library Services Director, as Designee of the City Manager, to Execute the Agreement and Future Task Orders and/or Amendments Provided that Funds Are Budgeted

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A PROGRESSIVE DESIGN-BUILD CONTRACT WITH CLARK CONSTRUCTION GROUP – CALIFORNIA, LP FOR THE BURBANK LIBRARY AND CIVIC CENTER PROJECT AND AUTHORIZING THE LIBRARY SERVICES DIRECTOR, AS DESIGNEE OF THE CITY MANAGER, TO EXECUTE THE AGREEMENT AND FUTURE TASK ORDERS AND/OR AMENDMENTS PROVIDED THAT FUNDS ARE BUDGETED.

BACKGROUND

The New Burbank Library and Civic Center Project (Project) represents a transformative opportunity to vitalize Burbank's downtown core, advance City Council goals, and respond to the evolving needs of the community. The Project provides the opportunity to create an essential downtown neighborhood through the replacement of aging facilities with modern, sustainable, and flexible spaces designed to serve Burbank residents, businesses, and visitors for generations to come. The Project will also serve as a catalyst for the continued transformation of Downtown Burbank, creating a more vibrant, connected, and active civic destination while making a significant long-term investment in the heart of the community.

The City of Burbank's Civic Center includes the Administrative Services Building (ASB), Central Library, City Hall, Community Services Building (CSB), Police and Fire Headquarters, and associated parking areas. A 2003 Development Agreement

associated with Planned Development (PD) 2002-2 aimed to upgrade the Civic Center, however, only the CSB was replaced before the Development Agreement expired in 2018. The Project includes the proposed new Central Library and Civic Center Building, parking structure, and associated public open space improvements consistent with the previously approved PD2002-2 framework.

The Central Library, built in 1963, was first identified as needing renovation or replacement by the City in 1989. The building's only significant updates occurred in 1992, which included new carpet and paint, followed by additional systems upgrades throughout the years. Past efforts, such as Measure L (*the Library Improvement Bond*) was passed by Burbank voters in 2003, but was contingent on obtaining State matching funds. The City was unsuccessful in obtaining matching funds at the time when the State ceased funding for public library construction.

The ASB houses the City's Financial Services and Management Services Departments in a former bank building constructed in 1966. The departments moved into the building in 2001, which was intended to be a temporary location until the new ASB and a replacement Library were constructed, neither of which were ever completed.

In 2018, Burbank voters passed Measure P (*Burbank Infrastructure and Community Services Protection Transactions and Use Tax*) to fund infrastructure through a new local tax, creating an important funding mechanism and renewed opportunity for the City to advance long-standing infrastructure priorities, including the Civic Center and Central Library. This provided the impetus to continue the Project's development with the following efforts.

In 2020, the City engaged with consultants to complete an updated study of options for the Library, including gathering public input on space-use priorities for a future building. In February 2021, Council received the study, *A Vision for the New Burbank Central Library* (Vision Study) and directed staff to explore a plan to finance construction of a replacement Library.

In October 2021, the City contracted with the engineering consulting firm ARUP to assess the proposed Project and explore potential alternatives. Through that process, the City determined to proceed with a Progressive Design/Build (PDB) project delivery model. This model offers the key benefits of risk transfer for design and construction to a PDB contractor, close collaboration between designers and builders, flexibility during the design phase for cost-benefit analysis including operations and maintenance considerations, and community and stakeholder input.

In November 2024, staff provided an update to Council explaining the Project's next step was to procure a full-service project management firm with the expertise and experience

to assist City staff with delivering the Project. Consistent with this effort, the City Council included activity 1C under “Quality of Life” in the adopted City Council Priority Action Plan for 2025-26, which aimed to secure project management services for the Project to refine the Project scope and complete a solicitation for a design-builder.

In August 2025, the City approved a Professional Services Agreement with MOCA Systems, Inc. (MOCA) for Project Management services for the Project. Since then, MOCA and City staff conducted extensive outreach, community engagement, financial analysis, and other background work to refine the project definition, create a preliminary concept design to support the project definition and budget. Additionally, the team completed the necessary environmental review and obtained required planning entitlements through the City’s Development Review Process (Attachment 5) in preparation for a comprehensive competitive solicitation for a progressive design builder (PDB Team) to design and construct the Project.

In March 2026, City staff presented an update to Council outlining a more focused Project definition that will serve the evolving needs of Burbank residents, City staff, and the broader community. The Project is envisioned as a new cultural, intellectual, civic, and community hub, a place where residents can learn, create, gather, access services, participate in community life, and connect with one another. The proposed facility moves well beyond the traditional concept of a library by bringing together a broad range of educational, cultural, creative, social, and community-serving amenities in one contemporary civic destination. The Project will accommodate modern programming including adult, senior, teen and children’s areas, co-working spaces, and multipurpose rooms, as well as special programming such as public art, performance spaces including a large flexible auditorium, a coffee shop/café, social services, maker space, media lab, music recording studio, teaching kitchen, rooftop event space, and staff areas.

City offices will include staff workstations and offices, conference and training rooms, and break areas. The Project will also include a new above grade parking garage with EV charging, bike storage, Bookmobile storage, and other amenities. The outdoor area will include contemplative and active spaces, including an outdoor reading area, event lawn, and plaza that can accommodate public art and/or other outdoor community programs. These spaces will extend the Project beyond the walls of the buildings and create new opportunities for residents, visitors, and the broader community to gather, attend events, enjoy public art, and experience Downtown Burbank as a civic and cultural destination. MOCA and City staff estimate the design and construction costs for the Project will be approximately $155 million dollars, with funding planned through a combination of available City infrastructure funds, grants, and bond financing. Final Project costs will be developed in collaboration with the selected PDB Team through a Guaranteed Maximum Price (GMP), which will be presented to the City Council for final approval.

DISCUSSION

With the Project definition established and the necessary planning, environmental, financial, and community engagement work substantially advanced, the City has reached a significant milestone in moving the Project from planning and visioning toward implementation.

Working with MOCA, the City completed a two-step competitive solicitation by issuing a Request for Qualifications (RFQu) (Attachment 2) and Request for Proposal (RFP) (Attachment 3) identify and recommend a PDB Team for the Project. The RFQu was released on May 11, 2026. In response, 18 teams submitted Statements of Qualification (SOQs), which were evaluated and scored by a panel comprised of City staff from the City Manager's Office, and the Community Development, Library Services, and Public Works Departments. Evaluation was based on the criteria outlined in the RFQu, including each firm's experience, background, past performance, project team qualifications, understanding of the Project and proposed approach to the PDB delivery method. After the SOQ review process, the panel short-listed four teams to advance to the RFP phase.

The four short-listed teams were: (1) Balfour Beatty Construction, LLC and The Miller Hull Partnership, LLP; (2) Clark Construction Group – California, LP (Clark) and Skidmore, Owings, & Merrill LLP (SOM); (3) Gilbane Building Company and Perkins Eastman Architects DPC; and (4) Swinerton Builders, RIOS, Inc., and Noll & Tam Architects.

The RFP was released on July 20, 2026, and each team submitted a proposal by a deadline date of August 14, 2026. Interviews with the teams were held on August 27 and 28, 2026. Teams were scored based on criteria identified in the RFP, including but not limited to, their project understanding and approach, staffing and management plan, cost proposal, and ability to effectively collaborate as demonstrated through an interactive exercise activity and the interview process. Based on a best value evaluation, the scoring panel identified Clark/SOM as the top scoring team (Attachment 7) and invited the team to engage in negotiations for a final PDB Contract.

Evaluation criteria included scoring regarding: Proposals – 90 points, Cost Proposal Form – 10 points, Team Presentation – 50 points, Collaborative Activity – 75 points, and Question and Answer (Q&A) – 75 points.

Clark and SOM scored highly amongst all the firms in the Presentation, Collaborative Project Delivery, and Q&A Section of the evaluation criteria. Clark and SOM were rated highly in the Collaborative Activity and Team Presentations, due to the history of the two firms working together on several projects using the PDB method. Their experience with large and complex municipal and cultural projects was demonstrated in their responses in the Q&A. Additionally, they expressed a high-level understanding of the project goals, budget, constraints, programming, and guiding principles.

Clark is one of the nation's most prominent building and civil construction firms, recognized for delivering complex, high-profile infrastructure and architectural projects across the United States. Founded in 1906, the firm handles a broad spectrum of builds—ranging from major transportation hubs, civic centers, and healthcare institutions to sports stadiums, educational facilities, and commercial skyscrapers. Operating frequently through collaborative delivery methods such as PDB, Clark is distinguished by its deep technical expertise, focus on sustainable construction standards, and ability to manage massive engineering challenges while integrating cutting-edge technology and safety protocols throughout the construction lifecycle.

SOM is a globally influential architectural, urban planning, and engineering firm renowned for shaping modern skylines and pioneering advancements in high-rise design. Founded in Chicago in 1936, the practice became synonymous with mid-century International Style glass-and-steel skyscrapers, later designing landmark supertall structures such as the Burj Khalifa, Willis Tower, and One World Trade Center. SOM's work integrates architectural expression with sophisticated structural engineering and sustainable civic design, spanning high-density master planning, transportation infrastructure, and public institutions worldwide. Through collaborative project delivery, the firm emphasizes structural clarity, environmental performance, and context-driven design that balances technical innovation with human-centered space.

Together, Clark and SOM bring the City a combination of PDB experience, architectural and engineering expertise, and experience delivering complex civic and cultural projects that is well aligned with the scale and aspirations of the Project.

Clark/SOM has agreed to deliver the Project in accordance with the following projected schedule established by the City:

Projected Schedule	
Phase 1 – Commence Design Work, Develop Guaranteed Maximum Price (GMP)	Fall 2026
Phase 2 – Sign GMP, Complete Design Work, Commence Construction Work	Summer 2027
Project Completion	Spring 2029

Additionally, the proposed PDB Contract (Attachment 6) includes the following key terms:

- PDB Contract will be entered into between the City and Clark. SOM will provide architectural services as a design subcontractor to Clark. SOM will be part of

Clark's key personnel, who may not be replaced without the City's express consent.

- Total negotiated lump sum fee for Phase 1 is $9,954,233, subject to identified allowances for preconstruction services and reimbursable expenses.
- Phase 1 fee paid through monthly progress payments based on the following tasks:
    - Task 1 – Project initiation and management
    - Task 2 – Site investigations
    - Task 3 – Program validation and budget validation
    - Task 4 – Design scoping workshops
    - Task 5 – Scoping documents/preliminary GMP
    - Task 6 – 50% construction documents/Final GMP
    - Task 7.1 – 100% construction documents for parking garage and enabling work
- Phase 2 Price is calculated on an open-book basis between the City and PDB Team through development of a GMP.
- Prior to initiation of Phase 2, PDB Team must submit a GMP Proposal for City's review and final negotiation. Based on the GMP Proposal, the Parties may execute a Contract Amendment establishing the final GMP as well as the final scope of services for Phase 2, with approval by the City Council. The Final GMP will not result in a total contract price exceeding $155 million, unless otherwise approved by the City Council.
- Award of the PDB Contract and completion of Phase 1 does <u>not</u> guarantee the City will proceed with Phase 2. Phase 2 will only be initiated upon approval of the final GMP Amendment by the City Council.
    - If the Parties cannot agree to a final GMP Amendment, the City may: allow the PDB Team to complete the Phase 1 design work; complete the Project as a traditional design-bid-build project; terminate the PDB Team and take possession of any work product; and/or complete the Project through any other project delivery method.
- Upon mutual agreement, the Parties may execute Contract Amendments prior to Phase 2 for early construction work (such as site preparation, demolition, and long-lead time material purchases).
- Throughout the life of the PDB Contract, the PDB Team may earn an additional performance-based quality satisfaction fee up to a total amount of $300,000, at the City's sole discretion, based on the PDB Team's ability to maintain the original requested Project scope, fully maintain the Project schedule, maintain the total Contract cost equal to or less than $155 million, and effectively collaborate and

maintain positive working relationships with the City throughout the life of the Project.

- As further outlined in the PDB Contract, the PDB Team, including all subcontractors, must comply with standard public works construction general conditions, furnish requisite insurance and bonds for the Project, and agree to standard indemnity and defense provisions protecting the City.

To award the PDB Contract to Clark, the Council is required to adopt the proposed Resolution (Attachment 1). Burbank City Charter (Charter) Section 1205 and Burbank Municipal Code (BMC) § 2-2-116 provide that a public works construction contract may be awarded through a method other than formal bidding, such as a solicitation for design build, if the City Council waives the requirement for competitive bidding by resolution finding that it is in the best interest of the City, and award the contract on a best value basis.

Staff recommends that the Council waive formal competitive bidding and award the PDB contract to Clark, as the use of the alternative delivery method of progressive design-build is in the City's best interests because of its ability to mitigate risks to overall Project completion by combining responsibility for design and construction under one PDB contractor. This approach facilitates continuous alignment of design, cost, and schedule while allowing the City to remain activity engaged in collaboratively developing and overseeing Project direction and progression. Through this process, staff believes the Project will be delivered on time and within the GMP. Further, as a result of evaluating firm qualifications, proposals and conducting interviews, staff believes Clark/SOM provides the best value to the City due to their expertise in PDB contracting, portfolio of civic and library work, and demonstrated ability to collaborate as a team.

COMMUNITY OUTREACH

Community engagement was instrumental in introducing the Project to the public and gathering initial feedback ahead of design and construction. As part of MOCA and the City's Phase 1 Work, the City worked with public relations firm The Robert Group on an extensive community outreach and engagement strategy from early Fall 2025 through Spring 2026. The aim was to raise awareness and gain consensus on programs and amenities that are working well within the current library system and to identify priorities for new futures and programming within the Project. This extensive engagement helped shape the Project definition and ensured that the proposed facility responds not only to current facility deficiencies, but also to the community's vision for a modern library and civic center.

The engagement approach combined multiple interactive and data-driven methods to reach residents—including a community-wide survey, pop-up events, workshops, virtual

community meetings, town halls, and digital materials to capture input from a diverse group of community members of all ages, stakeholder groups (e.g. arts, families with young children, youth, teens, seniors, business sector, cultural groups, education) thus yielding a high level of participation, including:

- Five Community workshops (in-person and virtual)
- 35 Pop-Up Events at popular City events and destinations
- Three Town Halls to share collected feedback
- 525+ Attendees across community workshops and meetings
- 6,700 visits to the project website
- 400+ survey respondents
- 12 presentations to City Boards, Commissions and Organizations
- Staff Engagement (City Leadership, internal departments, Library staff)

All outreach materials, such as the workshop boards and the community survey, were translated into Spanish and Armenian to reach a broad range of Burbank residents and library users.

The breadth of this engagement reflects the community-wide significance of the Project and provided residents, businesses, community organizations, and City staff with meaningful opportunities to help shape the future of the City's downtown core. Through this extensive outreach, residents provided valuable feedback on their desired priority amenities and programs for the Project. A comprehensive Community Engagement Report is available in Attachment 4.

ENVIRONMENTAL REVIEW

The Project is located within the Planned Development No. 2002-2 (PD2002-2) zone, which was approved in March 2003 as part of the original Civic Center Master Plan for the City of Burbank. As part of the 2003 approval, the City completed a Mitigated Negative Declaration for Planned Development No. 2002-2 with Development Review No. 2002-42 (MND).

Prior to approval of the recent 2026 Development Review application for the Project, Staff determined that the Project is in compliance with the previously prepared environmental assessment and therefore prepared an Addendum to the MND in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines § 15164. The Addendum concluded that none of the conditions described in CEQA Guidelines Section 15162 have occurred, as indicated in the Development Review Decision Letter (Attachment 4). Therefore, no further environmental review is required at this time.

FISCAL IMPACT

The Fixed Limit of Construction Cost (FLCC), which includes all design and construction costs to complete the Project, is $155,000,000 (one-hundred-fifty-five million dollars). Clark Construction will provide a Preliminary Guaranteed Maximum Price (GMP) as part of the contract, with a GMP Amendment Signing to occur in Summer 2027.

Currently, the City has sufficient funds budgeted in the New Central Library and Civic Center project account to facilitate design and related Phase 1 expenses up through the establishment of the GMP. Once the GMP is established, the City will issue a lease revenue bond to fund the construction phase through the completion of the project, with the annual debt service to be paid out of the Municipal Infrastructure Fund.

Staff from the Financial Services Department, City Attorney's Office, and City Treasurer's Office are currently in the process of assembling a team of professionals to assist the City with the bond financing process so that work can commence in January of 2027. The proposed financing plan will be presented to the City Council for approval once the GMP is established, with the goal of issuing the bond in time for Phase 2 (construction) to begin in Summer 2027.

CONCLUSION

The proposed New Central Library and Civic Center Project represents a transformational opportunity for the City to reimagine its downtown core and make a lasting investment in the future of the community. The Project will replace aging, outdated facilities with modern, sustainable, and contemporary spaces that will serve the community and City for generations to come.

The Project will create a new destination in the heart of Downtown Burbank, bringing together library, civic, cultural, and community services in a cohesive and welcoming environment. The new facilities will provide residents with contemporary spaces and expanded opportunities for learning, creativity, collaboration, recreation, and community connection, while creating flexible spaces that can adapt to the City's evolving needs.

In addition to modernizing essential civic facilities and services, the Project will provide significant new public gathering spaces, multi-functional open space, public art opportunities, event areas, and other amenities that will extend the life of the Project beyond its buildings and into the surrounding Downtown. Together, these improvements will strengthen Downtown Burbank as a vibrant, active, and contemporary neighborhood and establish a civic destination that reflects the character and aspirations of Burbank.

Through the proposed progressive design-build approach, the City can move this long-standing vision into implementation while maintaining active oversight of the Project's scope, cost, schedule, and quality. Staff recommends Council adopt a Resolution Approving a Progressive Design-Build Contract with Clark Construction Group – California, LP for the Burbank Library and Civic Center Project and Authorize the Library Services Director, as Designee of the City Manager, to Execute the Contract and Future Change Orders and/or Amendments Provided that Funds are Budgeted (Attachment 1).

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – RFQu
Attachment 3 – RFP
Attachment 4 – Community Engagement Report
Attachment 5 – Development Review Decision Letter
Attachment 6 – Draft Progressive-Design Build Contract (link)
Attachment 7 – Evaluation Scores

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A PROGRESSIVE DESIGN-BUILD CONTRACT WITH CLARK CONSTRUCTION GROUP – CALIFORNIA, LP FOR THE BURBANK LIBRARY AND CIVIC CENTER PROJECT AND AUTHORIZING THE LIBRARY SERVICES DIRECTOR, AS DESIGNEE OF THE CITY MANAGER, TO EXECUTE THE AGREEMENT AND FUTURE TASK ORDERS AND/OR AMENDMENTS PROVIDED THAT FUNDS ARE BUDGETED

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter ("Charter") and Burbank Municipal Code ("BMC") Section 2-2-116 provide that the City Council may waive formal competitive bidding for a public works construction contract by resolution and approve alternative project delivery methods, such as design build or progressive design build ("PDB"), when it is in the best interest of the City, and award the contract based on best value.

B. The City Council desires to complete the New Central Library and Civic Center Project ("Project"), which includes construction of a new Central Library and Civic Center Building, a new parking structure, and new public open space improvements. The Project represents a transformative opportunity to meet City Council goals and community needs while creating a critical downtown neighborhood asset in a sustainable and fiscally responsible manner.

C. The progressive design-build project delivery method offers key benefits of risk transfer for design and construction to a PDB contractor, minimizes change orders through early and close collaboration between designers and builders, offers flexibility during the design phase for cost-benefit analysis including operations and maintenance considerations, and community and stakeholder input.

D. As a result, the Library Services Department ("Department") desires to utilize the PDB project delivery method to complete the Project. The PDB method is both appropriate for this Project and in the best interests of the City due to the size and complexity of this Project and the benefits outlined above.

E. In furtherance of the Project, the Department, in conjunction with the Purchasing Manager, completed a two-step competitive solicitation for a PDB team by issuing a Request for Qualifications ("RFQu") followed by a Request for Proposals ("RFP"). Eighteen statements of qualifications were received in response to the RFQu, which were evaluated and scored by a panel of City staff consisting of members from the Public Works, Library Services, and Community Development Departments, and the City Manager's Office. Based on this evaluation, four teams were invited to submit proposals in response to the RFP and participate in interviews. City Staff independently evaluated

each team's proposal and interview pursuant to a best value analysis based on scoring criteria outlined in the RFP. Clark Construction Group – California, LP ("Clark") was determined to be the top scoring team and was invited to engage in negotiations for a final PDB Contract ("Contract").

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Pursuant to Charter Section 1205 and BMC Section 2-2-116(I) and (J), the City Council hereby waives formal competitive bidding requirements for the Project and determines that awarding the Project through a best value competitive solicitation using the progressive design build delivery method is in the best interests of the City.

2. The progressive design-build Contract between the City and Clark, for the design and construction of the New Central Library and Civic Center Project is on file at the City Clerk's Office and the Purchasing Division, and is hereby approved. This approval and award is based upon the City Council's determination that Clark will offer the best value to the City as further outlined in the recommendation presented by City Staff in the Staff Report and attachments dated October 13, 2026.

3. The Project is located within the Planned Development No. 2002-2 ("PD2002-2") zone, which was approved in March 2003 as part of the original Civic Center Master Plan for the City of Burbank. As part of the 2003 approval, the City completed a Mitigated Negative Declaration for Planned Development No. 2002-2 with Development Review No. 2002-42 ("MND"). Prior to approval of the recent 2026 Development Review application for the Project, Staff determined that the Project is in compliance with the previously prepared environmental assessment and therefore prepared an Addendum to the MND in accordance with the California Environmental Quality Act ("CEQA") and CEQA Guidelines Section 15164. The Addendum concluded that none of the conditions described in CEQA Guidelines Section 15162 have occurred. Therefore, no further environmental review is required at this time.

4. The total negotiated lump sum fee for the performance of Phase 1 work under the Contract, which includes but is not limited to, all Phase 1 design work, is $9,954,233, subject to identified allowances for preconstruction services and reimbursable expenses.

5. Approval of the Contract at this time does not commit the City to proceed with Phase 2 of the Contract, which includes but is not limited to construction services for the Project. Further, approval of the Contract at this time does not guarantee any work to Clark under Phase 2. Prior to the initiation of Phase 2 of the Contract, the City and Clark will execute a Contract amendment to establish the final Project Guaranteed Maximum Price ("GMP") including Phase 2 work. The Contract amendment establishing the final Project GMP will be subject to approval by the City Council at a future meeting date. If the City and Clark cannot agree on a final GMP amendment, the City shall be entitled to exercise any options available to it as outlined in the Contract.

6. The Library Services Director, as the City Manager's designee, is authorized to execute the Contract with Clark for the Project with such non-substantive modifications as may be approved as to form by the City Attorney's Office, and the City Clerk is authorized to attest. Further, the City Council hereby authorizes the Library Services Director, as the City Manager's designee, to approve any future change orders and/or amendments under the Contract provided that available funds for such change or amendment are budgeted for the Project, and subject to approval as to form by the City Attorney. This authorization shall not extend to the final GMP amendment required prior to initiation of Phase 2, as described in Section 5 of this Resolution.

7. Final approval of any technical specifications, plans, and drawings for the Project shall be in accordance with the delegations outlined in BMC Section 2-2-104(D).

PASSED and ADOPTED this _____ day of October, 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 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 October, 2026, by the following vote:

AYES

NOES:

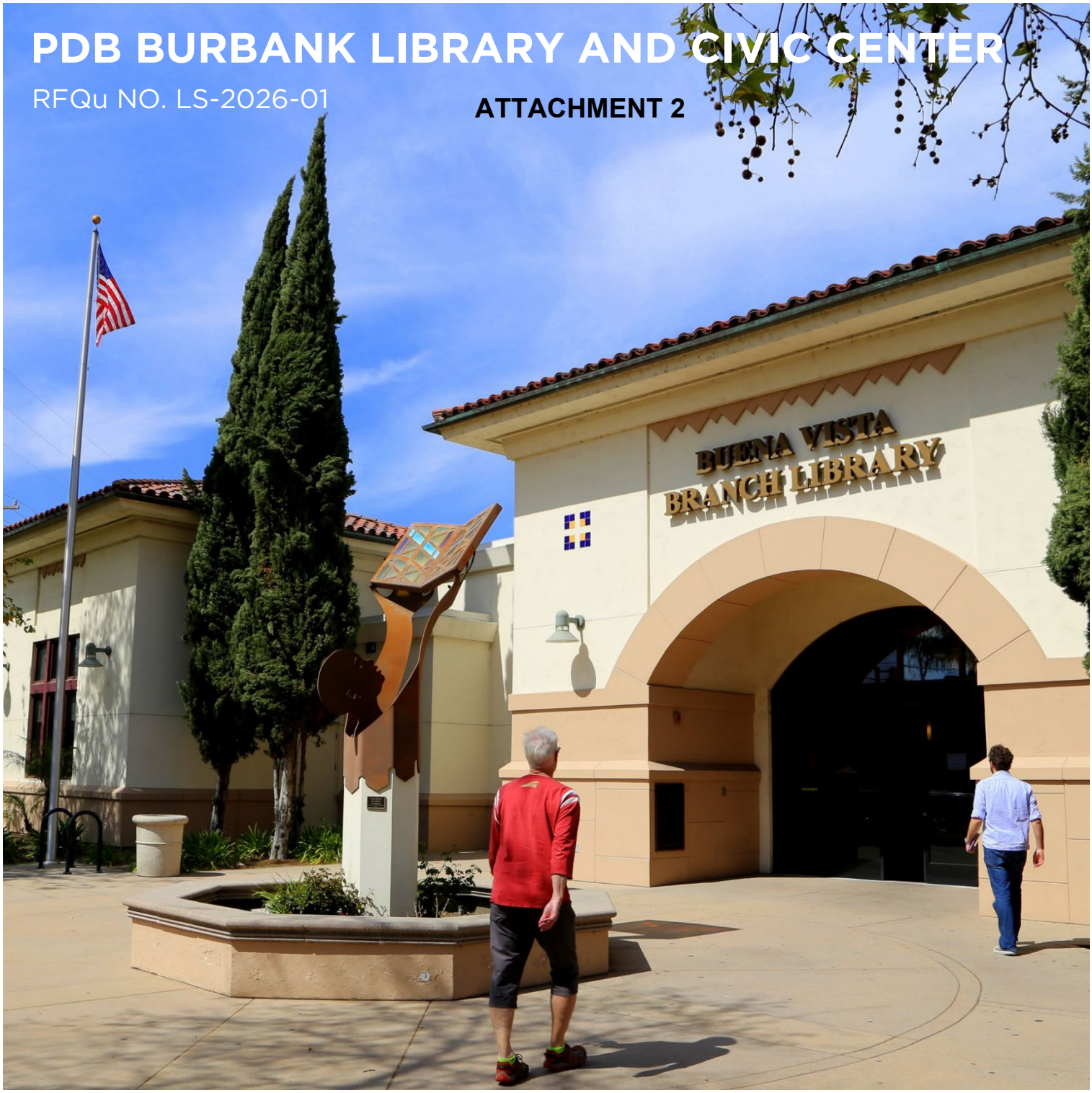
ABSENT:

_____
Kimberley Clark, City Clerk

PDB BURBANK LIBRARY AND CIVIC CENTER

RFQu NO. LS-2026-01

ATTACHMENT 2



Mandatory Pre-SOQ Conference: Buena Vista Branch Library, 300 N. Buena Vista, Burbank, May 20, 2026 @ 10am

DUE DATE:
June 19, 2026

BIDDING INQUIRIES
Cliff Chroust, Purchasing Manger
cchroust@burbankca.gov
(818) 238-5466

CITY OF BURBANK

BURBANK PUBLIC LIBRARY

TABLE OF CONTENTS

1. DEFINITIONS AND COMMON ACRONYMS 3
2. PROCUREMENT SCHEDULE 3
3. ACKNOWLEDGEMENT OF TERMS OF RFQu 4
4. CITY INFORMATION 4
5. PROJECT BACKGROUND AND DESCRIPTION 4
6. OBJECTIVE 6
7. SINGLE POINT OF CONTACT (CONE OF SILENCE) 6
8. PROGRESSIVE DESIGN-BUILD PROCUREMENT PROCESS 6
9. PRE-SOQ CONFERENCE INFORMATION 8
10. QUESTIONS; REQUESTS FOR CLARIFICATION (PLANETBIDS) 8
11. ADDENDA AND NOTICES 8
12. SOQ EVALUATION CRITERIA AND REVIEW PROCESS 8
13. SCOPE OF SERVICES (REFER TO ATTACHMENT A) 9
14. STATEMENT OF QUALIFICATIONS CONTENT 9
15. REQUIRED DOCUMENTS; RESPONDENTS CHECKLIST 16
16. NON-COLLUSION AFFIDAVIT AND AUTHORIZATION DOCUMENTS 17
17. STATEMENT OF QUALIFICATIONS SUBMISSION 17
18. COMPLIANCE WITH LAWS AND REGULATIONS 17
19. CONTRACT AWARD / PERFORMANCE TERM 18
20. PROTEST PROCEDURES; CITY'S DECISION IS FINAL 19
21. OTHER SOLICITATION TERMS 20
22. ATTACHMENTS 21

ATTACHMENTS:

ATTACHMENT A: SCOPE OF SERVICES
ATTACHMENT B: ACKNOWLEDGEMENT OF RFQU FORM
ATTACHMENT C: SAMPLE PROGRESSIVE DESIGN-BUILD CONTRACT
ATTACHMENT D: EMR
ATTACHMENT E: SURETY DECLARATION
ATTACHMENT F: NON-COLLUSION AFFIDAVIT
ATTACHMENT G: CHECKLIST

REQUEST FOR QUALIFICATIONS (RFQu)

The City of Burbank is soliciting competitive proposals
from qualified firms to contract for:

PROGRESSIVE DESIGN BUILD SERVICES (PDB)
FOR THE BURBANK LIBRARY AND CIVIC CENTER

LIBRARY SERVICES
RFQu NO. LS-2026-01

1. DEFINITIONS AND COMMON ACRONYMS

Any capitalized terms herein not defined, shall have the meaning set forth in the General Conditions of the Contract.

2. PROCUREMENT SCHEDULE

The anticipated schedule for the City of Burbank's (City) selection of a Design-Builder to provide Progressive-Design Build (PDB) services for the New Burbank Library and Civic Center Project (Project) is listed below. The schedule is subject to change at the sole discretion of the City. Please check the City's PlanetBids website for the latest schedule. The PlanetBids website is located at: https://pbsystem.planetbids.com/portal/14210/portal-home. All times below are listed in Pacific Daylight Time (PDT).

Procurement Phase	Date
RFQU Release	May 11, 2026
Pre-SOQ Conference (Mandatory)	May 20, 2026 @ 10am
Deadline for submission of written questions or requests for clarification	May 29, 2026 @ 5pm
Addendum Issued (if necessary)	June 5, 2026
Statement of Qualifications Due	**June 19, 2026 @ 5pm**
SOQ Evaluation Period	Up to July 10, 2026
Selection and Notification of Shortlisted Firms	July 14, 2026
Pre-RFP Release Meeting with Shortlisted Firms	July 16, 2026
RFP Release to Shortlisted Firms	July 20, 2026
Proposals Due	**August 14, 2026**
Interviews with Shortlisted Firms	Week of August 31
Negotiations with Top-Ranked Firm	Up to September 25
Selection of Specialty Subconsultants	Week of September 28
Recommendation to City Council – Contract Award	**October 13, 2026**
Notice to Proceed	October 19, 2026

STATEMENTS OF QUALIFICATIONS MUST REMAIN VALID FOR 120 DAYS FROM DUE DATE

3. ACKNOWLEDGEMENT OF TERMS OF RFQu

With this Request for Qualifications (RFQu), the City is requesting Statement of Qualifications (SOQ) from qualified design-builders (Respondents) to provide PDB services for the Project. By submitting an SOQ, Respondent acknowledges receipt of all content of the RFQu package, including any addenda, and certifies that it takes no exceptions to this RFQu. The City will use SOQs to screen Respondents and develop a shortlist of Respondents who will be invited to submit a proposal for the Project. The successful Respondent will be expected to execute the PDB contract (Contract) included with this RFQu.

4. CITY INFORMATION

The City of Burbank was incorporated in 1911 and currently has a population of approximately 105,000 residents. The City operates under the Council-Manager form of government. The City's fiscal year begins on July 1 and ends on June 30.

Burbank is the fourteenth largest city in Los Angeles County and is located northeast of Los Angeles in the foothills of the Verdugo Mountains. Burbank is traversed by the Golden State (5) and Ventura (134) freeways and home to Hollywood Burbank Airport. Burbank is noted for its excellent residential areas, schools, shopping facilities, libraries, parks, hospitals, business environment, and motion picture production companies.

Burbank is one of the most livable cities in Southern California, with beautiful well-established residential neighborhoods, a walkable downtown district, a top-rated school system, and numerous parks and recreational facilities located all within the 17.3 square miles of the City. The Burbank Town Center mall offers a choice of more than 170 retail shops, restaurants, entertainment venues and lifestyle choices. The Empire Shopping Center is one of Los Angeles' highest grossing shopping centers and is the go-to destination for major national retailers and great restaurants. Burbank offers a variety of other banking, financial, entertainment and business institutions that increase the daytime population to well over 250,000.

5. PROJECT BACKGROUND AND DESCRIPTION

The City of Burbank's Civic Center includes the Community Services Building (CSB), Administrative Services Building (ASB), Police and Fire Headquarters (Police/Fire HQ), Central Library (Library), City Hall, and associated parking areas. The Library, built in 1963, was first identified as needing renovation or replacement by the City in 1989. The building's only significant updates occurred in 1992, which included new carpet and paint, followed by additional systems upgrades throughout the years.

The ASB houses the City's Financial Services and Management Services Departments in a former bank building constructed in 1966. The departments moved into the building in 2001, which was intended to be a temporary location until the new ASB and a replacement Library were constructed, neither of which were ever completed.

The Civic Center is part of a larger 965 acres that is currently being studied through the City's upcoming Downtown Burbank Transit-Oriented Development Specific Plan (Downtown Specific Plan), which is evaluating redevelopment opportunities and related land use, infrastructure, transportation, pedestrian and bicycle amenities, and opportunities for new housing within the plan area.

It is intended the New Burbank Library and Civic Center (Library) will become a cultural and intellectual hub for the residents of Burbank. The Library will accommodate modern programming including adult, senior, teen and children's areas, co-working spaces, multipurpose rooms, public art, performance spaces including a large flexible auditorium, a coffee shop/café, social services, maker space, media lab, music recording studio, teaching kitchen, rooftop event space, and staff areas. City offices will include staff workstations and offices, executive offices, meeting rooms, break areas, and training rooms. The Project

will also include a new above grade parking garage which includes EV charging, bike storage, physical rehabilitation center, locker room and showers, Bookmobile storage, and an art studio. The outdoor space will include contemplative and active spaces, including an outdoor reading area, event lawn, plaza that can accommodate the Burbank Farmer's Market, public art, and other programmable outdoor spaces.

In August of 2025, the City procured MOCA Systems, Inc. (MOCA) as its Owner's Project Manager to oversee the Project from Project definition through completion. MOCA's Project definition scope has included visioning, space programming, site planning and entitlement approval, Project guidelines, comprehensive implementation planning, community engagement, funding and finance planning, and commissioning requirements planning.

In October of 2025, MOCA facilitated a visioning workshop with City leadership to identify the City's vision for the Project. Collectively, the City leadership identified four guiding principles to govern all aspects of the work:

Community – *The New Library and Civic Center will cultivate collaboration, inclusion, and a shared sense of identity by providing spaces, resources, and experiences that are welcoming to all. By celebrating and reflecting Burbank's unique culture, the design strengthens civic connections and contributes to an enhanced quality of life for the community.*

Beautiful – *While beauty is inherently subjective, thoughtfully designed spaces foster inspiring, welcoming, and enduring environments that enrich daily experience. By integrating natural light, art, and landscape, the design enhances sensory*
engagement, supports well-being, and creates meaningful places that inspire both staff and patrons.

Flexible – *As libraries transform beyond traditional boundaries, flexible spatial strategies and integrated systems support multifunctional use that responds to evolving technologies and the diverse needs of the City. The design shall thoughtfully balance adaptability and performance, delivering spaces that are comfortable, durable, and future-ready while creating an inviting experience.*

Safety – *A secure, healthy, and accessible environment should promote safety without creating barriers or exclusion. This shall be accomplished through considered design strategies that prioritize visibility, durable materials, and clarity of circulation, safety supports comfort, confidence, and well-being across all spaces.*

Following the vision workshop, the Project program was developed and refined to currently consist of:

- A new 97,310 gross sf Library and Office Building with a breakdown as follows:
    - Library of 40,850 gross sf
    - City Offices of 22,080 gross sf
    - Shared Program (including a large flexible auditorium, rooftop event space, exhibit space, and meeting rooms) of 25,980 gross sf
    - Entry / Lobby of 8,400 gross sf
- A new above grade parking structure of 310 stalls
- New public open space and adjacent site work of 88,400 sf
- Associated site and infrastructure improvements

The City has established a Fixed-Limit of Construction Cost (FLCC) of $155 million. It is all-inclusive of the Project design and construction costs for the complete Project (including but not limited to the cost of construction, all mark-ups, pre-construction fees, general conditions/construction, insurance/bonds, contractor fee, and A/E professional services fees). The FLCC may not be exceeded.

The City's current projected schedule is to complete all work and occupy all spaces no later than Spring 2029.

An update on the Project was provided to City Council on March 10, 2026 and can be viewed at the following link:

https://burbank.granicus.com/player/clip/11209?meta_id=466569

Additional information can be found on the City's Project website: www.newburbanklibrary.com

6. OBJECTIVE

The City is seeking a highly qualified and collaborative PDB team (PDB team or Design-Builder) with a proven record of delivering exceptional work on similar projects to design and construct this generational Project with the City and the City's Project management team. Required services include, but may not be necessarily limited to, program validation, design, and construction of a library, city offices, parking structure, and public open space as part of the Project.

7. SINGLE POINT OF CONTACT (CONE OF SILENCE)

During the solicitation period, Cliff Chroust, Procurement Services Manager, shall serve as the City's sole point of contact for all matters related to this solicitation (Contact Person). Mr. Chroust's contact information is located on the cover sheet of this RFQu. All questions, requests for clarification, or other inquiries should be submitted in PlanetBids, other communications may be directed exclusively to the Contact Person. Respondents shall not contact, either directly or indirectly, any other City officers, employees, agents, or representatives, including the Owner's Project Manager (as defined in Section 8, below), regarding this solicitation. Unauthorized contact with any City personnel other than the Contact Person may result in disqualification of the Respondent, at the sole discretion of the City.

8. PROGRESSIVE DESIGN-BUILD PROCUREMENT PROCESS

The procurement of the selected Design-Builder will be conducted in two stages, the Qualification Phase and the Proposal Phase.

Qualification Phase - The issuance of this RFQu initiates the first phase of the procurement process. SOQs will be evaluated and scored and the City will identify shortlisted teams to move forward to the Proposal Phase. All Respondents submitting SOQs will be notified of the list of Respondents shortlisted for the Proposal Phase. Scoring from the Qualification Phase will not carry over to the Proposal Phase.

Proposal Phase – Subsequent to the Qualification Phase, the City will issue a Request for Proposals (RFP) to the shortlisted Respondents. Only shortlisted Respondents are eligible to submit a Proposal and interview with the City. Following the complete review and scoring of the Proposals (proposal scoring criteria will be provided with the RFP) and the scoring of the interview, the selected Design-Builder will have achieved the highest total combined score from the Proposal score and the interview score. Further information regarding the Proposal and interview process will be detailed in the RFP issued only to the shortlisted Respondents.

The City has identified PDB as the project delivery method for this Project due to its advantages in quality, cost, and budget control. The City expects the selected PDB team to foster a collaborative team environment with all parties (City, Owner's Project Manager, Contractor, and Architect) at the table with all voices contributing.

Through the Project definition process, the City has developed a space program, set of Project guidelines, a FLCC and projected schedule. It is expected that the PDB team will bring their ingenuity and expertise to deliver the best possible project for the allocated budget while meeting (or beating) the projected schedule. The City is looking for creative ways to add value-enhancements to the Project through smart and efficient use of the available funds.

It is anticipated the Project will require strategic fast-tracking packages to meet the City's projected schedule.

The PDB work will be divided into two phases:

Phase 1 – Project Validation and Collaborative Design Scoping (concluding in the signing of the Guaranteed Maximum Price (GMP) Amendment equal to or less than the FLCC).

Phase 2 – Final Design/Documentation, Permitting and Construction.

Below is an outline of the City's projected schedule, subject to change through collaboration with the City, the Owner's Project Manager, and the selected PDB team:

Phase 1 (9 Months)

Notice to Proceed	Oct 2026
Project Kick Off and Program Validation	4 Weeks
Collaborative Design Scoping Workshops (6 in total)	12 Weeks (3-day in-person, bi-weekly)
50% Scoping Documents (Preliminary GMP Set)	10 Weeks (Preliminary GMP submitted 4 weeks after)
100% Scoping Documents (Final GMP Set)	10 Weeks
Final GMP Amendment Review	4 Weeks
GMP Amendment Signing	July 2027

The selected Design-Builder will perform the Phase 1 services consistent with the requirements of the Contract, during which the selected Design-Builder shall propose to City a GMP to finish design and construct the Project and, if accepted by City, the parties will enter into a GMP Amendment to the Contract for the selected Design-Builder's performance of Phase 2.

It is anticipated that mobilization and enabling work will begin upon execution of the GMP Amendment and commencement of Phase 2, therefore the selected PDB team should anticipate the advancing and permitting of an enabling work package during Phase 1. The selected PDB team will collaborate with the City and the Owner's Project Manager to develop the detailed Phase 1 schedule.

The City is not obligated to proceed into Phase 2 with the selected PDB team. Should the City and the selected PDB team be unable to come to agreement and execute a GMP Amendment that is within the FLCC and projected schedule requirements, or should the City elect for any other reason to discontinue the services of the PDB team, the City reserves the right to terminate the Contract with the PDB team. Work product(s) developed during Phase 1, including, but not limited to, design documents, will become the property of the City and all electronic files of the PDB team, will be provided to the City. In the event the City and PDB team do not continue into Phase 2, the City may use this work product in any manner the City wishes, including, without limitation, as bridging documents for subsequent contracts. The General Conditions in the Contract provide further details on the foregoing.

Phase 2 (21 Months)

Notice to Proceed and Mobilization	July 2027
Substantial Completion	December 2028
Project Closeout and Grand Opening	Spring 2029

It is anticipated that a separate permit package will be developed to expedite the completion of the parking garage in advance of the Library and City Office Building. The selected PDB team will collaborate with the City and the Owner's Project Manager to develop the final permitting approach and detailed Phase 2 schedule.

9. PRE-SOQ CONFERENCE INFORMATION

There will be a mandatory Pre-SOQ Conference (Conference) in the Buena Vista Branch Library, 300 N. Buena Vista, Burbank, CA 91505. Refer to Paragraph 2 – Procurement Schedule for date and time. At least ONE representative from the Contractor of the PDB team must be present at the Conference for a Respondent's SOQ to be considered responsive.

A Project overview will be provided at the Conference and questions will be documented and either addressed at that time, or after via PlanetBids if not possible at the Conference. All questions and answers documented either during the Conference or submitted afterward will be answered and issued to all interested firms via PlanetBids. Any changes in the requirements of the RFQu that results from the Conference will be made by addendum to this RFQu and posted on PlanetBids.

10. QUESTIONS; REQUESTS FOR CLARIFICATION (PLANETBIDS)

No interpretation or clarification regarding this RFQu will be made verbally to any firm. Any inquiries or requests for clarification concerning this solicitation must be in writing and submitted through the City's e-procurement website portal, PlanetBids, via the Q&A tab. Any substantive replies will be issued as a written addendum and posted on PlanetBids. No questions or requests for clarifications will be accepted after 5:00 p.m. on May 29, 2026.

When submitting a request for interpretation via the Q&A tab, Respondents are encouraged to reference the RFQu or Attachment page and section pertinent to the question(s). Respondents shall not rely upon any oral instructions given by the City. Any questions submitted after the date and time specified will not be considered.

11. ADDENDA AND NOTICES

Addenda, if issued, will be posted on PlanetBids. Neither City nor any Respondent will be bound by any representation, clarification, interpretation, or change made to this RFQu unless such information is posted on PlanetBids. It is the responsibility of each potential Respondent to check PlanetBids on a daily basis through the SOQ due date and time for any addenda or updates. PlanetBids sends email notifications to ONLY those registered on their website. Respondent must acknowledge all addenda in its SOQ.

12. SOQ EVALUATION CRITERIA AND REVIEW PROCESS

Respondent's SOQ will be evaluated and scored using the following selection criteria and based on information contained in a complete SOQ:

- Progressive Design-Build Entity Overview (**20 points**)
- Experience and Past Performance (**40 points**)
- Organization and Key Personnel (**40 points**)
- Acceptable Safety Record (**Pass/Fail**)
- Bonding Capacity (**Pass/Fail**)
- Compliance with Insurance Requirements (**Pass/Fail**)
- Recent Audited and Current Financial Statements (**Pass/Fail**)

Total of 100 Points

The City is looking for the PDB team that most completely addresses the requested information consistent with the goals and aspirations of the City. The reviews of SOQs will be by independent evaluators and all scores will be totaled to arrive at a combined score. The top-qualified PDB teams who both pass the Pass/Fail portion of the evaluation and have the highest scores will be invited to participate

in the Proposal Phase. It is the intent of the City to identify at least three most qualified Design-Builders to shortlist and invite to the Proposal Phase. The City reserves the right to adjust the number of shortlisted teams based upon submissions received and resultant scoring.

The City may contact recent clients and references for information and verification of experience and past performance, and Respondent expressly consents, releases from all liability and holds the City harmless in all respects, with respect to the City making such contacts. The City may obtain background information from other sources, such as Dunn and Bradstreet.

13. SCOPE OF SERVICES (REFER TO ATTACHMENT A)

The selected PDB team shall provide best-in-class, comprehensive PDB services as preliminarily described in Attachment A – Scope of Services. An updated scope of services will be provided in the RFP. The City reserves the right to modify the scope of services at any time, including during negotiations with the top-rated PDB team during the Proposal Phase. The final scope of services will be included in the PDB Contract.

14. STATEMENT OF QUALIFICATIONS CONTENT

The SOQ shall be prepared in 8.5x11 single-sided digital format with no smaller than 9-point font (including captions and footers) and ½ inch minimum margins. Page number limitations are listed below in the chapter descriptions. Cover sheets and tabs do not count towards page counts. Tabs dividing sections C thru I below must be included. Page numbers shall start sequentially with 1 beginning with the table of contents page.

SOQs shall be submitted via PlanetBids in digital, bookmarked PDF format. PDF files that are not bookmarked may not be accepted. Files must be submitted with the naming convention: SOQ_FirmName.pdf.

The Respondent's SOQ must adhere to the format, order, and requirements listed below to be considered a responsive SOQ.

A. Front Cover – 1 page maximum and shall include: Primary Respondent's firm name, date of submission, RFQu #, and title of solicitation

B. Table of Contents – 1 page maximum

C. Acknowledgement of RFQu – 1 page form, see Attachment B

D. Acknowledgement of Addenda – 1 page form per addenda

E. Cover Letter – 2 pages maximum and shall include:

    1. Respondent's contact information – provide the name, title, telephone, and email of the contact responsible for communication with the City regarding Respondent's SOQ.

    2. Provide a summary of the SOQ highlighting why the Respondent's firm(s) is (are) the City's best choice to help deliver the Project. Include a statement that if selected, Respondent agrees to execute the attached Contract (Attachment C), to provide proof of insurance as noted in the Contract, and to obtain and maintain a City of Burbank Business License for the duration of the Contract. The Cover Letter shall include a statement indicating that the Respondent's proposed Project Managers (from both Contractor and Architect) are available and fully committed to this effort for the entire duration of the Project.

3. Signature of person(s) authorized to legally bind the Respondent submitting the SOQ.

4. Potential conflicts: Respondents are responsible for compliance with all applicable Federal, State, and local competitive advantage and conflict of interest rules, regulations, and policies including, but not limited to, California Government Code section 1090 et seq. and 2 Code of Federal Regulations 200.319(b). Provide a brief statement as to whether Respondent and/or its team have any potential conflicts that may arise in the performance of the services requested in this RFQu.

F. Progressive Design-Build Team Overview – 24 pages maximum and shall include **(20 POINTS):**

The City envisions Respondents to consist of teams of design professionals and contractors that collectively possess all of the experience required to perform the entire Project. Respondent should include an Architect and Contractor as part of its team. The Architect is the individual, partnership, corporation, joint venture, or other legal entity that is properly licensed to complete the design work for the Project. The Contractor is the individual, partnership, corporation, joint venture, or other legal entity that is licensed as a California general contractor and is the prime contractor on the Project.

1. Team Overview - 4 pages maximum and shall include:

   i. Description of Partnership – Describe why you have formed this teaming partnership and why your proposed team is ideally suited to deliver a world-class Central Library, City Offices, Public Open Space, and Parking Garage to the City of Burbank.

   ii. Past Teaming Experience – Summarize shared history of the proposed firms working together.

   iii. Shared Design-Build Culture – Describe firm cultures (both Contractor and Architect) in approaching design-build projects of this scale and magnitude.

   iv. Approach to Collaboration – Describe how your firms foster a collaborative environment internally and externally.

2. Firm Background (Contractor) – 10 pages maximum and shall include:

   i. Overview of Firm

      1. Legal name and physical business street address, as well as address of servicing office, if not the same address as Respondent's headquarters office.

      2. Number of years in business under the business name set forth in the SOQ.

      3. Current number of employees both firm-wide and within the local office servicing this Project.

      4. Include a brief description of the Contractor's history, capabilities, resources, structure, ownership, size, and services offered.

   ii. Portfolio of Work – Demonstrate Contractor's body of work as a constructor, including illustrating Contractor's exemplary work.

   iii. Ability to Self-Perform – Describe Contractor's ability to self-perform work. Provide two succinct examples of how this ability has benefited the outcome of a design-build

project for the owner. Examples can be from the same project. List all trades Contractor is licensed and capable of self-performing.

iv. Quality Control and Craftsmanship – Describe record of delivering high-quality, long-lasting projects with exceptional craftsmanship.

v. Safety – Describe Contractor's safety record and commitment to executing projects with safety excellence.

vi. Collaboration – Describe Contractor's culture of collaboration with trades, design partners, and ownership teams to achieve exceptional results.

vii. Design-Build Acumen – Describe Contractor's familiarity and experience with design-build and, in particular, PDB.

viii. Schedule Innovation – Provide two succinct examples of innovative approaches to construction techniques, planning strategies, and/or on-site logistics that led to delivering projects ahead of schedule.

3. Firm Background (Architect) – 10 pages maximum and shall include:

   i. Overview of Firm

      1. Legal name and physical business street address, as well as address of servicing office, if not the same address as Respondent's headquarters office.

      2. Number of years in business under the business name set forth in the SOQ.

      3. Current number of employees both firm-wide and within the local office servicing this Project.

      4. Include a brief description of the Architect's history, capabilities, resources, structure, ownership, size, and services offered.

   ii. Portfolio of Work – Demonstrate Architect's body of work as a designer, including illustrating Architect's exemplary work.

   iii. Research and Innovation – Describe Architect's research and innovation initiatives and commitment to transforming the building industry.

   iv. Sustainability and Wellness – Describe Architect's commitment to delivering sustainable and healthy buildings. Provide two succinct project examples demonstrating excellence in health, wellness, and sustainability. The City is interested in seeing innovative examples that go above and beyond standard sustainability practices.

   v. Collaboration – Describe Architect's culture of collaboration with subject matter experts, trades, construction partners, and ownership teams to achieve exceptional results.

   vi. Technical Excellence – Describe Architect's record of delivering high quality projects through quality control and oversight.

vii. Design-Build Acumen - Describe Architect's familiarity and experience with design-build and, in particular, PDB.

viii. Cost Innovation – Provide two succinct examples of innovative approaches to design and construction techniques that led to delivering projects in a cost-effective manner without sacrificing quality.

4. Lawsuits and Claims (Contractor and Architect) – Separate file (*will not count towards the 24-page maximum*)

   i. Provide information regarding any lawsuits and claims to which either Contractor or Architect have been a party to within the last 5 years. Describe for each case if you were the plaintiff or defendant, a brief summary, Including the date filed, amount in question, a summary of reasons for the litigation, and the outcome. If there has been none, make that statement. These shall be provided for both the Contractor and Architect, and must be submitted electronically in PlanetBids in separate files entitled 'Lawsuits_FirmName_Confidential.pdf".

5. Progressive Design-Build Contract Acknowledgement Statement (*will not count towards the 24-page maximum*)

   i. The draft Contract is included in Attachment C.

   The City is seeking input on the Contract and will consider suggested revisions to the Contract that improve the parties' understanding of risk allocation and improve clarity of any terms of the Contract where ambiguities or uncertainties may arise in their application or interpretation. In no case will the City entertain proposed provisions from Respondents that would limit the selected Design-Builder's liability to a certain amount under the Contract or waive consequential damages. Respondent must include in its SOQ an acknowledgement statement indicating either: (i) Respondent will execute the Contract as presented; or (ii) Respondent has suggested revisions to the Contract. If Respondent has suggested revisions to the Contract, then Respondent must identify the Contract language of concern and shall submit alternate Contract language for consideration by the City for each area of concern and explain the rationale for the proposed revisions and the associated benefits to the parties. The City is under no obligation to accept the alternate proposed language and the City at its sole discretion may choose not to alter the Contract language. By failing to comment on the Contract, Respondent waives its right to request any future changes to the Contract, including, but not limited to, during the Proposal Phase.

   The scope, nature, and severity of the alternative contract language submissions (particularly as it relates to the indemnification requirement) will be considered as part of the Progressive Design-Builder Entity Overview evaluation criteria. The City reserves the right at any time to alter the Contract, including, but not limited to, after selection of a Design-Builder.

G. <u>Experience and Past Performance</u> – 12 pages maximum and shall include **(40 POINTS):**

1. Project Experience (1 page maximum per project) – Submit example projects completed within the last 15 years of similar scale and complexity. Demonstrate projects that meet the City's guiding principles of Community, Beautiful, Flexible and Safety. For each project, include location, size, client/agency name, original budget, final cost, original schedule

duration, final schedule duration, and brief explanations for variances in original and final numbers. Projects shall be submitted as follows:

i. 5 Projects (Contractor) – 5 pages maximum and shall include:

1. At least one design-build project over $100 million in construction cost

2. At least one project for a California public entity

ii. 5 Projects (Architect) – 5 pages maximum and shall include:

1. At least one design-build project over $100 million in construction cost

2. At least one library

2. References (2 pages maximum) – Submit client references including project name, agency/company name, client contact, title, phone number, and email address. References must be from the submitted projects. Submit 3 references for the Contractor and 3 references for the Architect.

H. Organization and Key Personnel **(40 POINTS)**

NOTE: The changing or substituting of proposed team members for either the Contractor, the Architect, or any of the subconsultants listed within an SOQ will not be allowed and will constitute possible disqualification of the Respondent from further consideration. Furthermore, there shall be no substitution of any proposed Key Personnel listed by the selected Design-Builder in its SOQ or Proposal for a minimum of one year after award of the Contract, with the exception for employees terminated from the firm. In the event that the employee is terminated or leaves the firm, Design-Builder must provide written proof to the City that the qualifications and experience of the proposed replacement is equal to or greater than the employee that departed. The General Conditions in the Contract provide further information on Key Personnel for the Project.

1. Team Organization Chart – 1 page maximum

2. Design Subconsultant Firm Profiles – ½ page maximum per design subconsultant and shall include subconsultant company name, discipline(s), primary contact name, address, phone number, email and brief description of relevant experience in design-build, libraries, and other public projects.

Note: Teams are prohibited from submitting a Library Consultant, as the City and the Owner's Project Manager will fulfill this role.

At a minimum provide the following disciplines. If the discipline is provided in-house by the Architect please note as such:

i. Civil Engineer

ii. Structural Engineer

iii. M/E/P/FP Engineer (may be multiple firms)

iv. Technology, Low Voltage, Security, A/V Engineer (may be multiple firms)

v. Sustainability Consultant

vi. Parking Designer

3. Specialty Subconsultant Firm Profiles (1 page maximum per discipline) – The City has identified four disciplines that are critical to the success of the Project and is requesting Respondent submit three qualified firms that Respondent will partner with and are comfortable that the firms are qualified performing the work for each of the following disciplines. For each firm, provide a list of five relevant projects completed. It is the intent that the City, Owner's Project Manager, and the selected Design-Builder will collaboratively select these subconsultants from the submitted list together after the selected Design-Builder is identified, but prior to award of the Contract:

    i. Landscape Architect

    ii. Lighting Designer

    iii. Acoustical Engineer

    iv. Theater Consultant

4. Construction subcontractors – At this time, the City requests that no construction subcontractors be included in this submission, to allow for a competitive process following contract award. The process for subcontractor selection will be developed collaboratively with the City, Owner's Project Manager, and the selected Design-Builder.

5. Resumes (1 page maximum per resume) – Provide a resume for Key Personnel that speaks specifically to expertise as it relates to specialized knowledge, experience and technical ability as related to this Project and design-build. Identify any projects that were delivered through design-build and individuals that are DBIA Certified Professionals.

    At a minimum include (Respondent may include other Key Personnel at their discretion):

    i. Contractor

        1. Project Executive (Must be a licensed general contractor in the State of California)

        2. Project Manager

        3. Superintendent

        4. Safety Coordinator

        5. Pre-Construction Manager

        6. Design Manager

        7. Estimating Lead

    ii. Architect

        1. Principal-In-Charge (Must be a licensed architect in the State of California)

2. Project Manager

3. Design Lead

4. Technical Lead

5. Interior Design Lead

iii. Subconsultants (1 individual resume per discipline maximum, all submitted personnel must be licensed professionals in their field of expertise, if applicable)

1. Civil Engineer

2. Structural Engineer

3. M/E/P/FP Engineer (may be multiple firms)

4. Technology, Low Voltage, Security, A/V Engineer (may be multiple firms)

5. Sustainability Consultant

6. Parking Designer

iv. Specialty subconsultants (1 individual resume per firm maximum, all submitted personnel must be licensed professionals in their field of expertise, if applicable)

1. Landscape Architect

2. Lighting Designer

3. Acoustical Engineer

4. Theater Consultant

I. Back Cover – 1 page maximum and shall include: Primary Respondent's firm name, primary point of contact name, address, phone number, and email address.

J. Pass/Fail Section

1. Audited Financial Statements (Pass/Fail) – Separate file

Provide the most recent audited financial statements and current financial statement for this year. These shall be provided for the Contractor, and must be submitted electronically in PlanetBids in separate files entitled 'FinancialStatement_FirmName_Confidential.pdf". Pages of the audited statements should be clearly marked confidential. The evaluation will involve the review of industry norms for acceptable ratios for the design-build industry. Contractor shall have a financial ratio of 1.0 for current assets to current liabilities (cash, accounts receivable net of allowance for uncollectible receivables) / (accounts payable, current portion of long term debt), to pass this section.

Respondent shall provide its most recent independently audited financial statements and current year interim financial statements for the Contractor entity. At a minimum, the audited

financial statements shall include the Independent Auditor's Report (Auditor's Opinion), Balance Sheet (Statement of Financial Position), Income Statement (Statement of Operations), Statement of Cash Flows, Statement of Changes in Equity, and all accompanying notes to the financial statements. Interim financial statements for the current fiscal year shall include, at minimum, a current Balance Sheet and Income Statement. Financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and clearly identify the legal entity submitting the SOQ. All financial statement documents shall be uploaded as separate confidential PDF files and clearly marked "Confidential."

2. Acceptable Safety Record (Pass/Fail)

   Respondent shall complete the EMR form and provide information to demonstrate that Respondent has an acceptable safety record. A Respondent's safety record shall be deemed acceptable if its experience modification rate for the most recent three-year period is an average of 1.00 or less.

3. Bonding Capacity (Pass/Fail)

   Respondent shall provide a notarized letter from its surety admitted and authorized to issue bonds in the State of California (i.e., approved by the California Department of Insurance) verifying that Respondent has a minimum bonding capacity sufficient to provide both a performance bond and a payment bond, each in the amount of $155 million, for this Project. The surety letter shall also include the Respondent's total bonding limit, current amount of outstanding bonds, and ability to bond the Project.

4. Compliance with Insurance Requirements (Pass/Fail)

   Respondent shall provide a notarized letter from Respondent's insurance company or broker (or copies of insurance certificates) indicating that Respondent is capable of complying with the insurance requirements as set forth in the Contract.

K. Required SOQ Forms

Respondent must complete and execute the SOQ Forms, attached hereto as Attachments, including any and all required forms, listed as follows:

Attachment B: Acknowledgement of RFQu
Attachment D: EMR
Attachment E: Surety Declaration
Attachment F: Non-Collusion Affidavit

15. REQUIRED DOCUMENTS; RESPONDENTS CHECKLIST

All SOQs must include complete information as required in Section 14 (Statement of Qualifications Content) to be considered for evaluation. This includes, but is not limited to, the items contained in Respondent Checklist included hereto as Attachment "G". The checklist is provided as a courtesy. Respondent need not return the checklist.

Failure to submit information in accordance with this RFQu's requirements may be cause for disqualification.

16. NON-COLLUSION AFFIDAVIT AND AUTHORIZATION DOCUMENTS.

Respondent, certifying that the SOQ is not the result of and has not been influenced by collusion, shall sign the Non-Collusion Affidavit in the form contained in the RFQu. The signature on the Non-Collusion Affidavit must be subscribed and sworn to before a Notary Public. Any SOQ made without such Affidavit, or believed to be made in violation thereof, may not be considered. Any Respondent making a false Non-Collusion Affidavit may be excluded from future procurements. If at any time it shall be found that selected Design-Builder collude with any other party or parties, then the Contract shall be voidable at the option of City who may arrange for performance or completion of the Contract as may be determined to be in City's best interest, and the selected Design-Builder shall be held liable to City for all loss or damage which City may suffer thereby.

17. STATEMENT OF QUALIFICATIONS SUBMISSION

SOQs shall be submitted electronically to the City by uploading to the PlanetBids website by the time as indicated in Item 3, Procurement Schedule. Late, emailed, faxed, mailed, hand delivered submissions will not be accepted. It is solely the responsibility of each Respondent to see that its SOQ is submitted in proper form and Respondent assumes full responsibility for the timely delivery of its SOQ through PlanetBids.

SOQs shall be addressed to:

City of Burbank, Cliff Chroust, CPPO, NIGP-CPP
RE: SOQ for RFQu No. LS-2026-01 - Progressive-Design Build Services for the New Burbank Library and Civic Center Project (Project No. 24218)
305 E Olive Avenue, Suite 305
Burbank, CA 91502

Select “Place e-Bid” to enter SOQ information. All information is visible only to Respondent. Data may be “saved” (preliminary) or “submitted” (final), revised and withdrawn up to the closing deadline. Respondent will receive a confirmation after final “submitting” of an e-bid. SOQs and other required separate files must be successfully and completely uploaded and e-bid confirmation received by submitting party prior to deadline; therefore, plan response time accordingly. Respondents are cautioned to completely check their SOQ for accuracy prior to submission. The City strongly recommends that each Respondent research the “Place E-bid” tab prior to submission in order to understand how the components of the response (i.e., SOQ) are to be uploaded in the General Attachments and Response File tabs.

Please contact PlanetBids directly at 818-992-1771 for technical assistance with your submission, as the City does not have access to the Vendor Portal.

18. COMPLIANCE WITH LAWS AND REGULATIONS

A. Federal Funding.

The Project is funded in whole or part by federal funding (“Funding Requirements”). The Funding Requirements will be provided in the Proposal Phase. Respondent will be expected in its Proposal to certify to the City that it has reviewed, understands, and will comply with the Funding Requirements and their applicability to this Project.

B. Public Works Prevailing Wage and Contractor Registration.

Certain labor categories under this Project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations ("DIR"). Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the City's office upon request. The selected Design-Builder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the selected Design-Builder to whom the Contract is awarded, and upon any subcontractors, to comply with all applicable Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No SOQ will be accepted nor any contract entered into without proof of the Respondent's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, selected Design-Builder and its subcontractors shall maintain active registration with the DIR for the duration of the Project. The Contract awarded pursuant to the RFP is subject to compliance monitoring and enforcement by the DIR.

If the Contract is subject to the Davis-Bacon Act, the federal minimum wage rates for this Project are predetermined by the United States Secretary of Labor. These rates are available directly from the Department of Labor at http://www.wdol.gov and included in the Contract Documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the director of the DIR for similar classifications of labor, the selected PDB team and its subcontractors shall pay not less than the higher wage rate.

19. CONTRACT AWARD / PERFORMANCE TERM

If awarded, the Contract will be awarded to the highest ranked PDB team selected on the basis of information provided in the SOQ and Proposal, the results of the City's research and investigation and oral interviews. After identification of the highest ranked PDB team, the PDB team will meet with the City to review its SOQ and Proposal, to reconfirm that the SOQ and Proposal conforms to all minimum requirements established the RFQu and RFP, to clarify any items contained in the RFQu and RFP, and to determine if the PDB team is aware of any ambiguities, inconsistencies, conflicts, errors or omissions in this RFQu and the RFP.

If the final negotiation of the Contract with the highest ranked PDB team is not successful, the City reserves the right to terminate the negotiations and begin negotiations with the next highest ranked PDB team. This right shall be continued until a satisfactory Contract can be negotiated or until the City elects to reject all Proposals.

After negotiating a Contract that is mutually agreeable, the City's staff will make the final recommendation to the City Council concerning the Contract. The City Council has the final authority to approve or reject the Contract.

1. PUBLIC RECORD

All SOQs submitted by Respondents and any other correspondence in connection therewith will become the exclusive property of City, will not be returned, and will become public records and open to inspection under the California Public Records Act (Government Code section 7920.000 et seq.). It is City's intent, to the extent permitted by law, to keep all SOQs confidential until award of the Contract. City will have no liability to any Respondent or other party as a result of any public disclosure of any SOQ.

If any Respondents claims any part of its SOQ is exempt from disclosure and copying, they shall so indicate in the transmittal letter. Respondent shall clearly label and stamp the specific portions of the SOQ that the Respondent considers confidential, identify those portions in the transmittal letter, and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Respondent submits trade secret information, Respondent must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

By submitting a SOQ, Respondent acknowledges that City may determine in its sole and absolute discretion whether information that Respondents considers confidential is subject to disclosure as a matter of law, including the California Public Records Act, and Respondent waives any challenge to the City’s decision in this regard. Respondent shall indemnify, defend, and hold harmless City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of information submitted by a Respondent that is withheld by the City from public disclosure at Respondent’s request.

Notwithstanding the foregoing, Respondent recognizes that City will not be responsible or liable in any way for claims or losses that Respondent may suffer from the disclosure of information or materials to third parties.

20. PROTEST PROCEDURES; CITY’S DECISION IS FINAL

The protest and appeal procedures and time limits set forth in this section are mandatory and constitute any protestor’s sole and exclusive remedy in the event of an appeal or protest. A protestor’s failure to timely complete the protest or appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute waiver of any right to further pursue the protest or appeal, including filing a California Government Code claim or legal proceedings. These provisions are included in this RFQu expressly as consideration for such waiver and agreement by any protestor.

A. Protest Contents of RFQu.

If any prospective Respondent has questions, concerns, or needs clarifications about the contents of the RFQu, they must submit a written question to the City by the designated deadline for submittal of written questions. If the prospective Respondent is not satisfied with the City’s response, they may protest the contents of the RFQu. Any such protest shall be limited to the prospective Respondent’s unresolved question, concern, or requested clarification submitted by the designated deadline for questions.

Protests based on the content of the RFQu shall be submitted in writing to the City no later than 5:00 p.m. on the 5th calendar day after the City issues the final addendum for the RFQu. The notice of protest must be submitted in writing via email to the Contact Person. Any protest submitted untimely will be rejected by the City as invalid.

Any protest must include the following:

- The name, address, and telephone number of the person representing the protestor;
- A detailed statement of the legal and/or factual grounds for each material issue identified in the protest; and
- All factual and legal documentation in sufficient detail to establish the merits of the protest.

Any matters not set forth in the protest shall be deemed waived. The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City will provide

the protestor with a written statement responding to the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration.

B. Protest SOQ Shortlisting.

A Respondent may appeal the rating of a timely and complete SOQ submitted by the Respondent. To appeal the City's determination failing to shortlist the Respondent, Respondent must deliver to the City written notice of its appeal no later than 5:00 p.m. on the fifth (5th) business day after the City issues notice of the shortlisted Respondent (not the date Respondent receives such notification). The notice of appeal must be submitted in writing via email to the Contact Person. Failure to timely appeal a non-shortlisted determination waives any and all rights of the Respondent to further challenge the City's determination.

Respondent's notice of appeal must include a complete statement of the reasons and facts for the appeal, refer to the specific portions of all documents that form the basis for the appeal, and include the name, address, email address, and telephone number of the person representing the Respondent.

Any matters not set forth in the notice of appeal shall be deemed waived. City will review and evaluate the basis of the notice of appeal provided the notice of appeal is filed in strict conformity with the foregoing. City will provide the Respondent with a written statement responding to the notice of appeal. The written decision shall be final. It is the intention of the City that the date for the submission of Proposals in response to the RFP will not be delayed or postponed to allow for completion of this appeal process.

21. OTHER SOLICITATION TERMS

A. City's Reservation of Rights.

City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights, and conditions with regard to this procurement process without incurring any obligations or liabilities. By responding to this RFQu, Respondent acknowledges and consents to the City's rights and conditions, including, without limitation, the right to:

- Amend or modify the RFQu through issuance of an addendum.
- Investigate the qualifications of any Respondent by, among other things, contacting project references, visiting referenced facilities, accessing public information, contacting independent parties, or any other means.
- Seek or obtain information from any source related to SOQs.
- Hold meetings and conduct discussions and correspondence with Respondents.
- Require additional information, or confirm information, from a Respondent concerning its SOQ.
- Seek and receive clarifications from a Respondent in writing of a SOQ.
- Require from a Respondent additional evidence of qualifications to perform the work required to design and construct the Project.
- Disqualify any Respondent that submits an incomplete or inadequate SOQ, is not responsive to the requirements of the RFQu, or is otherwise deemed to be unqualified during the procurement process.
- Extend, suspend, postpone, withdraw, modify, or cancel the RFQu at any time.
- Revise the information and other content included in the RFQu or Contract.
- Waive any non-material defects, deficiencies, informalities, technicalities, or irregularities in an SOQ, or any non-material deviations from the requirements set forth in the RFQu and accept and review a non-conforming SOQ.
- Reject any or all SOQs at any time.

- Reject any SOQ containing exceptions, additions, qualifications, or conditions not called for in the RFQu or otherwise not acceptable to the City including where the requested information and materials are not provided.
- Expand the number of Respondents added to the shortlist.
- Incorporate any design ideas and/or construction approaches that are presented by those Respondents that are not selected for the Project.
- Issue a new RFQu or re-advertise and/or re-solicit the requirements set forth in the RFQu at any time.
- Not allow an appeal from a denial due to an incomplete or late SOQ.

This RFQu does not commit the City to enter into a Contract nor does it obligate the City or any of its agents, employees, advisors, or representatives to pay for any costs incurred by Respondents in preparation and submission of a SOQ, in anticipation of award of the Contract, or in any other activities included as part of the procurement process. By submitting a SOQ, Respondent disclaims any right to be paid for such costs.

22. ATTACHMENTS

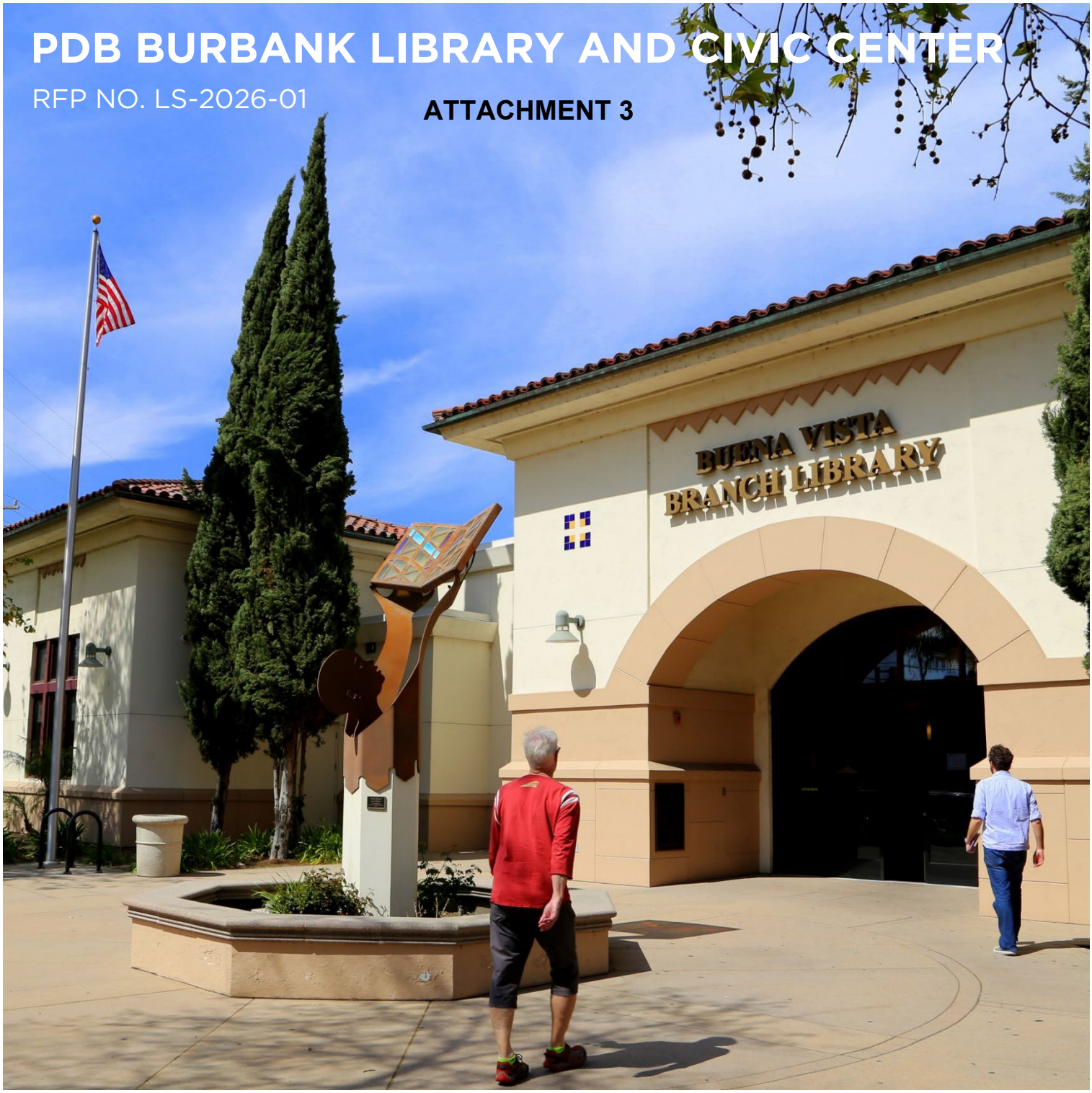
RFQu Attachments (all are incorporated by reference herein):

Attachment A: Scope of Services
Attachment B: Acknowledgement of RFQu Form
Attachment C: Sample Progressive Design-Build Contract
Attachment D: EMR
Attachment E: Surety Declaration
Attachment F: Non-Collusion Affidavit
Attachment G: Checklist

PDB BURBANK LIBRARY AND CIVIC CENTER

RFP NO. LS-2026-01

ATTACHMENT 3



DUE DATE:
August 14 , 2026

BIDDING INQUIRIES

Cliff Chroust, Purchasing Manager
cchroust@burbankca.gov
(818) 238-5450

CITY OF BURBANK

BURBANK PUBLIC LIBRARY

TABLE OF CONTENTS

1. DEFINITIONS AND COMMON ACRONYMS 3
2. RFQu No. LS-2026-01 3
3. SINGLE POINT OF CONTACT 3
4. SHORTLISTED TEAMS; ACKNOWLEDGMENT OF TERMS OF RFP 3
5. PROCUREMENT SCHEDULE 3
6. PRE-RFP RELEASE CONFERENCE INFORMATION 4
7. PRE-PROPOSAL MEETINGS WITH INDIVIDUAL FIRMS 4
8. REQUESTS FOR CLARIFICATIONS; QUESTIONS 5
9. PHASE 1 SCOPE OF WORK (REFER TO ATTACHMENT B) 5
10. SPECIALTY SUBCONSULTANT SELECTION 5
11. SUBCONTRACTOR SELECTION 6
12. BACKGROUND DOCUMENTS (FOR INFORMATION ONLY) 6
13. PROJECT DEFINITION DOCUMENTS 6
14. PROJECT ENTITLEMENT 7
15. PROJECT CONDITIONS AND BACKGROUND INFORMATION 7
16. VOLUME I - PROPOSAL 9
17. VOLUME II - COST PROPOSAL FORM 11
18. REQUIRED DOCUMENTS 11
19. PROPOSAL SUBMISSION 12
20. INTERVIEWS 12
21. EVALUATION AND SCORING 12
22. TEAM CONTINUITY 13
23. PROGRESSIVE DESIGN-BUILD CONTRACT 13
24. CONTRACT AWARD PROCEDURE 13
25. COMPLIANCE WITH LAWS AND REGULATIONS 13
26. PROTEST PROCEDURES; CITY'S DECISION IS FINAL 14
27. PUBLIC RECORDS AND DISCLOSURE 15
28. CITY'S RESERVATION OF RIGHTS 16
29. ATTACHMENTS 17

REQUEST FOR PROPOSALS (RFP)

The City of Burbank is soliciting competitive proposals
from qualified firms to contract for:

PROGRESSIVE DESIGN BUILD SERVICES (PDB)
FOR THE BURBANK LIBRARY AND CIVIC CENTER

LIBRARY SERVICES
RFP NO. LS-2026-01

1. DEFINITIONS AND COMMON ACRONYMS

Any capitalized terms herein not defined, shall have the meaning set forth in the General Conditions of the Contract.

2. RFQu No. LS-2026-01

This Request for Proposals (RFP) is the second and final stage of procurement (Proposal Phase) for Progressive Design Build (PDB) Services for the New Burbank Library and Civic Center Project (Project). Please see RFQu LS-2026-01 (RFQ) and related addenda from the first stage of procurement (Qualifications Stage) for information shared and disclosed by the City about procurement of a PDB team for the Project. If Respondent identifies a conflict between this RFP and RFQu LS-2026-01 that requires clarification, Respondent must submit a request for clarification per the instructions in this RFP.

3. SINGLE POINT OF CONTACT

During the solicitation period, Cliff Chroust, Procurement Services Manager, shall serve as the City's sole point of contact for all matters related to this solicitation (Contact Person). Mr. Chroust's contact information is located on the cover sheet of this RFP. All questions, requests for clarification, or other inquiries should be submitted in PlanetBids; other communications may be directed exclusively to the Contact Person. Respondents shall not contact, either directly or indirectly, any other City officers, employees, agents, or representatives, including the Owner's Project Manager (as defined in Section 6, below), regarding this solicitation. Unauthorized contact with any City personnel other than the Contact Person may result in disqualification of the Respondent, at the sole discretion of the City.

4. SHORTLISTED TEAMS; ACKNOWLEDGMENT OF TERMS OF RFP

During the Qualifications Phase, the City shortlisted qualified design-builders (Respondents) and invited each Respondent to submit a proposal (Proposal) in response to this RFP to provide PDB services for the Project. Firms not shortlisted by the City during the Qualifications Phase are ineligible to participate in the Proposal Phase and are strictly prohibited from submitting a Proposal. By submitting a Proposal, Respondent acknowledges receipt of all content of the RFP package, including any addenda, and certifies that it takes no exceptions to this RFP. The successful Respondent will be expected to execute the PDB contract (Contract) included with this RFP.

5. PROCUREMENT SCHEDULE

The anticipated schedule for the Proposal Phase is listed below. The schedule is subject to change at the sole discretion of the City. Please check our PlanetBids website for the latest schedule. All times below are listed in Pacific Daylight Time (PDT).

Procurement Phase	Date
Pre-RFP Release Conference with Shortlisted Firms	July 16, 2026
RFP Release to Shortlisted Firms	July 20, 2026
Deadline to Submit Pre-Proposal Meeting Waiver	July 24 @ 5pm
Pre-Proposal Meetings with Individual Firms	July 29, 2026

Deadline for submission of written questions or requests for clarification	August 4 @ 5pm
Proposals Due	**August 14, 2026**
Interviews with Shortlisted Firms	Week of August 31
Negotiations with Top-Ranked Firm	Up to September 25
Selection of Specialty Subconsultants	Week of September 28
Recommendation to City Council – Contract Award	**October 13, 2026**
Notice to Proceed	October 19, 2026

PROPOSALS MUST REMAIN VALID FOR 365 DAYS FROM THE PROPOSAL DUE DATE

6. PRE-RFP RELEASE CONFERENCE INFORMATION

As indicated in the notification of shortlisted firms, there will be a mandatory Pre-RFP Release Conference (Conference) in the Central Library 2nd floor auditorium, 110 N. Glenoaks Blvd., Burbank, CA 91502. Refer to Section 5 Procurement Schedule for date and time. Parking is provided for attendees on site, adjacent to CSB, or at the Orange Grove parking structure. Teams should ensure at a minimum the following representatives from both the Contractor and Architect of the PDB team are present at the Conference for a Respondent's Proposal to be considered responsive:

- Contractor – Project Executive
- Contractor – Project Manager
- Contractor – Pre-Construction Manager
- Architect – Principal-in-Charge
- Architect – Project Manager
- Architect – Design Lead

Teams are asked to bring no more than eight (8) individuals from their respective teams due to limited space. Teams may include individuals from their subconsultant teams as a part of those eight (8) personnel. Representatives may be substituted upon request and approval by the City.

A detailed project presentation will be provided by the Owner's Project Manager, MOCA, including a thorough summary of the information in the Project Definition Documents and other RFP attachments. The Owner's Project Manager will provide an overview of the Proposal Stage at the Conference, and questions will be answered at the Conference, if possible, and documented in the RFP.

7. PRE-PROPOSAL MEETINGS WITH INDIVIDUAL FIRMS

Respondents will have the opportunity to meet with MOCA in one-hour individual meetings prior to submittal of a Proposal. The City will schedule these mandatory meetings with each Respondent individually. Respondents must at a minimum bring the following individuals:

- Contractor – Project Executive
- Contractor – Project Manager
- Contractor – Pre-Construction Manager
- Architect – Principal-in-Charge

- Architect – Project Manager
- Architect – Design Lead

Teams are asked to bring no more than eight (8) individuals from their respective teams due to limited space. Teams may include individuals from their subconsultant teams as a part of those eight (8) personnel. Meetings will take place at the Central Library 2nd floor auditorium, 110 N. Glenoaks Blvd., Burbank, CA 91502. Representatives may be substituted upon request and approval by the City.

Refer to Section 5 Procurement Schedule for the dates of these meetings. The intent of the Pre-Proposal meeting is to afford shortlisted Respondents the opportunity to ask questions and provide initial feedback on the RFP, Project Definition Documents, and other information provided within the RFP or an attachment, including but not limited to budget, scope, and schedule for the Project. Respondents should not present design solutions but may provide suggestions and recommendations regarding the procurement process, budget, scope and schedule for consideration by the City. Answers to questions not provided to all Respondents will be documented and issued to all shortlisted Respondents within an addenda. Recommendations from the meetings will be carefully considered for potential inclusion in RFP by addenda, issued to all shortlisted Respondents. No aspect of these meetings is intended to provide any Respondent with access to information that is not similarly available to other Respondents. Pre-Proposal meetings are not scored.

Unless changes to the RFP or Contract result by the issuance of addenda, the content of the individual meetings will not be shared with other Respondents. The meetings will be subject to ground rules. Respondents will be required to execute a Proprietary Meeting Procedures and Waiver acknowledging the City's process for these meetings and agreeing that by participating in the meetings Respondent waives any right to protest the pre-Proposal meeting process. A copy of the waiver is attached hereto as Attachment A, and must be submitted to the City via email to cchroust@burbankca.gov by the date listed in Section 5.

8. REQUESTS FOR CLARIFICATIONS; QUESTIONS

No interpretation or clarification regarding this RFP will be made verbally to any firm. Any inquiries or requests for clarification concerning this solicitation must be in writing and submitted through the City's e-procurement website portal, PlanetBids, via the Q&A tab. Any substantive replies will be issued as a written addendum and issued to shortlisted Respondents. No questions or requests for clarifications will be accepted after 5:00 p.m. on August 4, 2026.

When submitting a request for clarification or interpretation, Respondents are encouraged to reference the RFP or Attachment page and section pertinent to the question(s). Respondents shall not rely upon any oral instructions given by the City. Any questions submitted after the date and time specified may not be considered.

9. PHASE 1 SCOPE OF WORK (REFER TO ATTACHMENT B)

The selected Design-Builder shall provide best-in-class, comprehensive Progressive Design-Build services as described in Attachment B – Phase 1 Scope of Services. This scope of services will be included in the PDB Contract. The City reserves the right to modify the scope of services at any time, including during negotiations with the top-rated PDB team.

10. SPECIALTY SUBCONSULTANT SELECTION

Respondents were required in their SOQ to submit three (3) qualified firms for each of the following specialty disciplines in the Qualifications Stage:

1. Landscape Architect
2. Lighting Designer
3. Acoustic Engineer
4. Theater Consultant

Respondents are prohibited from substituting specialty subconsultants in the Proposal Stage, as the specialty subconsultants provided were a critical consideration for the City when scoring SOQs and determining the shortlisted Respondents.

After notice of intent to award to the highest-ranking PDB team, interviews of the proposed specialty subconsultant disciplines will be conducted collaboratively with the PDB team, City and MOCA. The Cost Proposal Form shall include costs from all three (3) firms submitted for each specialty discipline. The selected specialty subconsultant for each discipline will be determined based on a best-value selection, inclusive of qualifications, personnel, interview, and cost.

11. SUBCONTRACTOR SELECTION

Subcontracting is essential to the Project. The success of the Project will largely depend on selecting the right subcontractors, particularly in a PDB project delivery. It is anticipated there will be key subcontractors that will be selected and procured in Phase 1 to take advantage of the collaborative delivery model design-build offers. Subcontractors will be selected collaboratively with the Design-Builder, City, and MOCA including a competitive proposal and interview process. For more information pertaining to the selection of Subcontractors, see the General Conditions.

12. BACKGROUND DOCUMENTS (FOR INFORMATION ONLY)

Attachments C through H, and T, of this RFP include Background Documents and they are provided for information only to help Respondents better understand the Project conditions and requirements. Respondents are expected to perform their own investigations to fully determine existing conditions on the site as part of the Phase 1 Scope of Services. The Background Documents attached to this RFP include:

1. Geotechnical Investigation
2. Site Survey
3. Boundary Survey
4. Environmental Site Assessment (Phase 1)
5. Environmental Site Assessment (Phase 2)
6. Facility Condition Assessments for ASB
7. Sewer Study and Sewer Conceptual Plan

See Attachment B – Phase 1 Scope of Services for more information regarding Background Documents.

13. PROJECT DEFINITION DOCUMENTS

Attachments I through N of this RFP include Project Definition Documents and must be adhered to by the selected Design-Builder when designing the Project. The City and MOCA have developed several Project Definition Documents in collaboration, to determine the Project guiding principles, guidelines, program,

scope, budget, schedule, and other requirements. The Project Definition Documents attached to this RFP include:

1. Comprehensive Implementation Plan
2. Project Guidelines
3. Staff Survey Results
4. Community Engagement Report
5. Project Program Report
6. Commissioning Owner's Project Requirements

See Attachment B - Phase 1 Scope of Services for more information regarding Project Definition Documents.

14. PROJECT ENTITLEMENT

The Project site is bounded by North Glenoaks Boulevard, East Olive Avenue, North Third Street, and East Orange Grove Avenue. The Project is located within Planned Development No. 2002-2 (PD2002-2) zone, which was approved in March 2003 as part of the Civic Center Master Plan for the City of Burbank. PD2002-2 established the development framework for the Civic Center campus, including the Community Services Building, new library facilities, city offices, parking structures, and associated public open space/landscaping improvements.

The first phase of PD2002-2 included the construction of the Community Services Building, which was completed in 2008. The remaining phase of the master plan included the future development of the new library and Administrative Services Building (city offices).

The New Burbank Library and Civic Center Project, Development Review No. 26-0000745, includes the proposed new Library and Civic Center Building, parking structure, and associated public open space improvements consistent with the previously approved PD2002-2 framework. The Project was reviewed for compliance with applicable Burbank Municipal Code (BMC) requirements, Planned Development standards, and associated conditions of approval, and was approved, subject to conditions of approval included in Development Review Decision Letter, Attachment O.

An Addendum to the Mitigated Negative Declaration (MND) for Planned Development No. 2002-2 with Development Review No. 2002-42 was prepared in accordance with CEQA Guidelines Section 15164 to evaluate the Project. The Addendum concluded that none of the conditions described in CEQA Guidelines Section 15162 have occurred (refer to Development Review Decision Letter, Attachment D).

15. PROJECT CONDITIONS AND BACKGROUND INFORMATION

Respondents shall thoroughly review the Background Documents, Project Definition Documents, and other attachments provided to this RFP. Outlined below are other Project conditions and background information to assist teams in a comprehensive understanding of the Project and requirements:

1. Adjacent properties / relationship to City

   Adjacent uses include City Hall, Police and Fire Headquarters, and the Los Angeles County Courthouse. The existing Central Library, located across Glenoaks Boulevard, will continue to be used as a library annex. Any future use of the existing library building is outside the scope of this Project and will be studied separately.

   The site is highly accessible by multiple modes of transportation, located along Glenoaks

Boulevard, one of the City's primary east-west corridors, with bicycle facilities along Third Street, nearby transit stops on Olive Avenue, and convenient pedestrian connections to surrounding civic, commercial, and residential areas.

2. Swing space

   As part of the phasing and sequencing analysis, the City is considering the use of a swing space to accommodate City functions currently housed in the Administrative Services Building (ASB), which is proposed to be demolished as part of the Project.

3. Demolition and abatement of ASB and Wells Fargo Building

   The proposed Project includes the demolition and abatement of the Administrative Services Building (ASB) and the former Wells Fargo building located at the corner of Orange Grove Avenue and Glenoaks Boulevard. Prior to demolition, both structures will require hazardous materials assessment and removal, including asbestos-containing materials, in accordance with applicable local, state, and federal regulations.

4. ESA Phase 2 requirements

   A Phase II ESA was completed to assess potential environmental concerns associated with the site's former gas station and fire station uses. No underground storage tanks or significant hazardous material impacts were identified; however, limited PFAS associated with historical firefighting activities may require soil management and environmental oversight during future earthwork activities.

5. Traffic and Parking studies

   The City’s Transportation Division led a parking demand study to evaluate Civic Center parking needs as a whole and help determine the appropriate size of the proposed parking structure for this Project. Based on the study, the current concept includes approximately 310 parking stalls. Furthermore, a traffic study was conducted to evaluate vehicular ingress and egress, traffic circulation, queuing, and emergency vehicle access associated with the proposed parking structure. The study findings are reflected in the current parking structure concept in the Project Definition documents.

6. CSB utilities to remain / CSB to remain fully operational

   The existing CSB building is currently served by a transformer and emergency generator located within a utility enclosure to the east of the building, accessed via an alleyway. The CSB utilities are to remain in place, and the CSB building will remain fully operational throughout construction.

7. On site sewer upgrade

   The existing sewer line is located within an easement at the center of the block. A Sewer Load Analysis and Conceptual Plan is included as an RFP attachment.

8. Power upgrade / feasibility study

   The City has initiated a feasibility study with Burbank Water and Power (BWP) to determine electrical routing and develop a preliminary cost estimate. The initial assessment indicates an estimated load of approximately 2 MW, which is expected to be served from the existing system; however, system upgrades will be required to accommodate the new development.

16. VOLUME I - PROPOSAL

The Proposal shall be prepared in 8.5x11 single-sided digital format with no smaller than 9-point font (including captions and footers) and ½" minimum margins. Page number limitations are listed below in the chapter descriptions. Cover sheets and tabs do not count towards page counts. Tabs dividing sections E through J below must be included. Page numbers shall start sequentially with 1 beginning with the table of contents page. Project schedules and other similar graphics may be on 11x17.

Proposals shall be submitted electronically via PlanetBids in digital, bookmarked PDF format. PDF files that are not bookmarked may not be accepted. Files must be submitted with the naming convention: Proposal_FirmName.pdf.

Proposals shall be developed in response to the Project Definition Documents and other attachments and information provided to date. Respondents are discouraged from submitting design solutions as part of this proposal, as the City fully intends to be an integral participant to the design process. Teams are highly encouraged to share thoughts on process, identify risks, as well as any observations from the City's Project Definition Documents.

The Respondent's Proposal must adhere to the format, order, and requirements listed below to be considered a responsive Proposal:

A. Front Cover – 1 page maximum and shall include: Respondent's firm name, date of submission, RFP #, and title of solicitation

B. Table of Contents

C. Acknowledgement of RFP – 1 page form, see Attachment P

D. Acknowledgement of Addenda – 1 page form per addenda

E. Cover Letter – 1 page maximum, signed by an authorized individual representing the Respondent.

F. Executive Summary – 4 pages maximum and shall include **(5 POINTS):**

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposal and Respondent's ability to satisfy the technical requirements of the Project. The Executive Summary shall not include any information regarding pricing. Provide a summary of the Respondent's team and contents of the Proposal.

G. Certification of No Changes Since Submission of SOQ

Respondent shall certify that, since submission of its SOQ, there have been no material changes to the information provided in its SOQ, including, but not limited to, changes in ownership, management, Key Personnel, financial condition, bonds, licensing, insurance, conflicts of interest, or other matters that could reasonably affect Respondent's qualifications or ability to perform the Work. If any material changes have occurred, Respondent shall fully disclose such changes in its Proposal, together with an explanation of the nature and impact of the changes. City reserves the right to review any disclosed material changes and determine, in its sole discretion, whether the changes affect Respondent's qualifications. Any Proposal containing a disclosed material change may be deemed non-responsive or the Respondent may be determined to be no longer qualified if the City concludes that the change materially affects the Respondent's ability to perform the Work or otherwise alters the basis upon which the Respondent was

deemed qualified under the RFQu. Failure to disclose a material change may result in disqualification of the Proposal.

H. Project Understanding and Approach – 35 pages maximum and shall include **(50 POINTS):**

1. Project Understanding – Based upon Respondent's review of the Guiding Principles and Project Definition Documents, provide information about your team's understanding of the Project and how the proposed team is best suited to realize the goals of the City.

2. Project Approach – Based upon the Respondent's Project understanding, provide the team's project approach to delivering a world-class Library, City Offices, Parking Garage, and Public Plaza for the City of Burbank. Describe how you will partner with the City and MOCA, and the unique processes your proposed team will bring to this generational project.

    i. Collaboration / Engagement with Stakeholders – Describe how you will interact with the City, MOCA, and other City Departments and key stakeholder groups. Describe how you will facilitate decision making and keeping the Project on-track.

    ii. Collaborative Scoping Workshops – The Project will begin with a series of collaborative scoping workshops to develop the design approach with all key team individuals from the PDB team, City and MOCA in a collaborative and inclusive environment. See Attachment B – Phase 1 Scope of Services for more details pertaining to the collaborative scoping workshops. Please describe how your team will participate in the workshops to develop comprehensive design solutions that are considerate of the City's vision, budget, schedule and scope.

    iii. Progressive Design-Build (PDB) Approach – Describe the Respondent's understanding of Progressive Design-Build and how the team will approach PDB for this particular Project. Describe any potential early work packages or trades that should be considered to be brought on the Project within Phase 1. Describe the Architect's capabilities and experience working in a collaborative PDB environment.

    iv. Coordination with Authorities Having Jurisdiction (AHJ's) – Describe the Respondent's familiarity with the AHJ's, code requirements, and the approach to ensuring the Project is permitted timely.

    v. Project Budget and Schedule – Provide the Respondent's understanding and assessment of the Project budget and schedule goals, as well as the approach to ensuring the Project stays on budget and schedule through the design process, culminating in a Guaranteed Maximum Price (GMP) that stays under the Fixed Limit of Construction Cost (FLCC) of $155 million. Provide a high level Project schedule and discuss key strategies to meeting the City's schedule goals. As a reminder, the FLCC is all-inclusive of the Project design and construction costs for the complete Project (including but not limited to the cost of construction, all mark-ups, pre-construction fees, general conditions/construction, insurance/bonds, contractor fee, and A/E professional services fees). The FLCC may not be exceeded.

    vi. Preliminary Cost Model – Provide a Preliminary Cost Model demonstrating an approach to the project budget, complying with the FLCC. Upon Contract award, the selected team will utilize the submitted Cost Model during the Design Scoping Workshops. See Attachment B – Phase
    .

vii. Project Risks and Opportunities – Based on the Respondent's understanding of the Project, PDB delivery, the budget and schedule goals, and the Project Definition Documents, describe the potential risks and opportunities with the Project and how the proposed team will mitigate those risks and take advantage of those opportunities.

viii. Sustainability – The City has aspirational goals for sustainability including LEED Platinum, Net Zero Energy, and Net Zero Carbon. Describe the team's approach to providing a cost-effective yet highly sustainable and healthy building for the community and staff that will occupy the building and site.

ix. Safety – Provide Respondent's approach to job site safety and security through the construction process. Describe how you will not only remedy but prevent safety incidents to provide a safe construction environment.

x. Quality Assurance / Quality Control (QA/QC) – Provide Respondent's approach to QA/QC both during design and construction. Describe tools to ensure quality is maintained and controlled to deliver a high-quality project with care and craftsmanship, and how the team will involve the City and MOCA when issues arise pertaining to quality and workmanship.

I. Project Management Plan – 20 pages maximum and shall include **(35 POINTS):**

1. Team Roles and Responsibilities – Describe your team's organization, Key Personnel, and each firm and team member's responsibility on the Project. Describe how each team member will contribute to the success of the Project.

2. Staffing Plan – Describe your team's approach to staffing the Project, including percentages of availability throughout the duration of the Project.

3. Communication Plan – Describe your team's approach to communicating with the City, MOCA, and other external stakeholders. Describe how your team will communicate issues as they arise to facilitate resolutions and decisions.

4. Self-Performance Plan – Describe any trades your team is proposing to self-perform, if any, and any relevant information pertaining to the benefits of utilizing the self-performing teams. The City recognizes that as the design evolves, these trades may need to be re-considered.

J. Required RFP Forms

Respondent must complete and execute the RFP Forms, attached hereto as Attachment Q.

17. VOLUME II - COST PROPOSAL FORM

Respondents must complete the Cost Proposal Form in Attachment R and submit the form in a separate file from the Proposal. The Cost Proposal Form must be submitted with the naming convention: CostProposal_FirmName.pdf. Refer to Attachment R for cost proposal instructions.

18. REQUIRED DOCUMENTS

All Proposals must include complete information as required in Sections 16 and 17 (Volume I – Proposal and Volume II – Cost Proposal Form) to be considered for evaluation. Failure to submit information in accordance with this RFP's requirements may be cause for disqualification.

19. PROPOSAL SUBMISSION

Proposals shall be submitted electronically to the City by uploading to the PlanetBids website https://vendors.planetbids.com/portal/14210/portal-home by the time as indicated in Item 5, Procurement Schedule. Late emailed, faxed, or hand delivered submissions will not be accepted.

Proposals shall be addressed to:

City of Burbank, Purchasing Division
Cliff Chroust, Purchasing Manager
RE: RFP No. LS-2026-01 - Progressive Design-Build Services for the New Burbank Library and Civic Center Project (Project No. 24218)
305 E Olive Avenue, Suite 305
Burbank, CA 91502

20. INTERVIEWS

All shortlisted Respondents will be invited to participate in formal interviews. Refer to Section 5 Procurement Schedule. Final interview instructions, dates, times, and location will be provided to teams after Proposal submission. Tentatively, the interview format will be as follows:

Total Interview Time	**2 Hours**
Team Presentation	30 Minutes
Collaborative Activity	1 Hour
Question and Answers	30 Minutes

Teams will be asked to bring representatives from both the Contractor and Architect teams and must include individuals performing the daily work on the Project. No more than 8 individuals from the PDB team may be present at the interview.

21. EVALUATION AND SCORING

Scores from the Qualifications Stage are not carried over to the Proposal Stage. The scoring for Proposals and interviews will be cumulative to determine the highest-ranked PDB team. The highest-ranked PDB team will be invited to negotiate with the City for contract award.

<u>Scoring Criteria:</u>

Volume I – Proposal	**90 Points**
Executive Summary	5 Points
Project Understanding and Approach	50 Points
Staffing and Management Plan	35 Points
Volume II – Cost Proposal Form	**10 Points**
Proposal Total	**100 Points**

200 Points

Team Presentation	50 Points
Collaborative Activity	75 Points
Questions and Answers	75 Points
TOTAL MAXIMUM SCORE	**300 POINTS**

22. TEAM CONTINUITY

The changing or substituting of proposed team members for either the Contractor, the Architect, or any of the subconsultants listed within an SOQ will not be allowed and will constitute possible disqualification of the Respondent from further consideration of this RFP. Furthermore, there shall be no substitution of any proposed Key Personnel listed by the selected Design-Builder in its SOQ or Proposal for a minimum of one year after award of the Contract, with the exception for employees terminated from the firm. In the event that the employee is terminated or leaves the firm, the selected Design-Builder must provide written proof to the City that the qualifications and experience of the proposed replacement is equal to or greater than the employee that departed. The General Conditions in the Contract provide further information on Key Personnel for the Project.

23. PROGRESSIVE DESIGN-BUILD CONTRACT

Respondent included in its SOQ an acknowledgement statement indicating either: (i) Respondent will execute the Contract as presented; or (ii) Respondent has suggested revisions to the Contract. If the selected Design-Builder had suggested revisions to the Contract and submitted alternate Contract language for consideration by the City, the City has taken these suggested revisions under consideration. However, the City is under no obligation to accept the proposed language and the City at its sole discretion may choose not to revise the Contract language when negotiating the Contract with the selected Design-Builder. The City reserves the right at any time to revise the terms of the Contract, including, but not limited to, after selection of a Design-Builder and prior to execution of the Contract with the selected Design-Builder.

A revised draft Contract and General Conditions is included with this RFP as Attachment S. Changes are reflected in redline for transparency.

24. CONTRACT AWARD PROCEDURE

Upon determination of the highest ranked PDB team, City and Respondent will, among other things, meet to review the Proposal, clarify any items contained in the Proposal and negotiate a mutually agreeable Contract. If the final negotiation of the Contract with the highest ranked PDB team is not successful, the City reserves the right to terminate the negotiations and begin negotiations with the next highest ranked PDB team. This right shall be continued until a satisfactory Contract can be negotiated or until the City elects to reject all Proposals.

After negotiating a Contract, the City's staff will make the final recommendation to the City Council concerning the Contract. The City Council has the final authority to approve or reject the Contract.

25. COMPLIANCE WITH LAWS AND REGULATIONS

A. <u>Federal Funding.</u>

The Project is funded in whole or part by federal funding ("Funding Requirements"). The selected Design-Builder shall comply, and assist City in complying with, all duties, requirements, and obligations in and arising out of the Funding Requirements. The Funding Requirements are included as Attachment 10 to the draft Contract (see Attachment S).

B. Public Works Prevailing Wage; Contractor Registration.

Certain labor categories under this Project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations ("DIR"). Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the City's office upon request. The selected Design-Builder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the selected Design-Builder to whom the Contract is awarded, and upon any subcontractors, to comply with all applicable Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No Proposal will be accepted nor any Contract entered into without proof of the Respondent's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, selected Design-Builder and its subcontractors shall maintain active registration with the DIR for the duration of the Project. The Contract awarded pursuant to this RFP is subject to compliance monitoring and enforcement by the DIR.

If the Contract is subject to the Davis-Bacon Act, the federal minimum wage rates for this Project are predetermined by the United States Secretary of Labor. These rates are available directly from the Department of Labor at http://www.wdol.gov and included in the Contract Documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the director of the DIR for similar classifications of labor, the selected PDB team and its subcontractors shall pay not less than the higher wage rate.

26. PROTEST PROCEDURES; CITY'S DECISION IS FINAL

A. Waiver; Effect of Failure to Protest or Appeal.

The protest and appeal procedures and time limits set forth in this section are mandatory and constitute any protestor's sole and exclusive remedy in the event of an appeal or protest. A protestor's failure to timely complete the protest or appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute waiver of any right to further pursue the protest or appeal, including filing a California Government Code claim or legal proceedings. These provisions are included in this RFP expressly as consideration for such waiver and agreement by any protestor.

B. Protest Contents of RFP.

Only a short-listed Respondent may protest the contents of the RFP. Any protest by someone other than a short-listed Respondent will be subject to summary rejection without further consideration and the person or entity will have no right to any relief.

If a Respondent has questions, concerns, or needs clarifications about the contents of the RFP, they must submit a written question to the City by the designated deadline for submittal of written questions. If the Respondent is not satisfied with City's response, they may protest the contents of the RFP. Any such protest shall be limited to the Respondent's unresolved question, concern, or requested clarification submitted by the designated deadline for questions.

Protests based on the content of the RFP shall be submitted in writing to the City no later than 5:00 p.m. on the 5th calendar day after the City issues the final addendum for the RFP. The notice of protest must be submitted in writing via email to the Contact Person. Any protest submitted untimely will be rejected by City as invalid.

Any protest must include the following:

- The name, address and telephone number of the person representing the Respondent;
- A detailed statement of the legal and/or factual grounds for each material issue identified in the protest; and
- All factual and legal documentation in sufficient detail to establish the merits of the protest.

Any matters not set forth in the protest shall be deemed waived. A failure to timely file a protest will waive a Respondent's right to protest the content of the RFP. City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. City will provide the Respondent with a written statement concurring with or denying the protest. Action by City relative to the protest will be final and not subject to appeal or reconsideration.

C. Protest Selection of Respondent After RFP Process

A Respondent may protest the selection of the highest ranked Respondent at the conclusion of the RFP process. Any protest by someone other than a shortlisted Respondent will be subject to summary rejection without further consideration and the person or entity will have no right to any relief. Protests based on the selection of the highest ranked Respondent shall be submitted in writing to City no later than 5:00 p.m. on the fifth (5th) business day after receipt of notification of City's recommended selection to the City Council. The protest must be submitted in writing via email to the Contact Person. Any protest submitted untimely will be rejected by City as invalid and Respondent's failure to timely file a protest will waive Respondent's right to protest.

Respondent's protest must include the following:

- The name, address and telephone number of the person representing Respondent;
- A detailed statement of the legal and/or factual grounds for each material issue identified in the protest; and
- All factual and legal documentation in sufficient detail to establish the merits of the protest.

Any matters not set forth in the protest shall be deemed waived. City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. City will provide the protestor with a written statement responding to the protest. Action by City relative to the protest will be final and not subject to appeal or reconsideration.

27. PUBLIC RECORDS AND DISCLOSURE

Proposals submitted by Respondents and any other correspondence in connection therewith will become the exclusive property of City, will not be returned, and will become public records and open to inspection under the California Public Records Act (Government Code section 7920.000 *et seq.*). It is City's intent, to

the extent permitted by law, to keep all Proposals confidential until award of the Contract. City will have no liability to any Respondent or other party as a result of any public disclosure of any Proposal.

If any Respondents claims any part of its Proposal is exempt from disclosure and copying, they shall so indicate in the Executive Summary. Respondent shall clearly label the specific portions of the Proposal that the Respondent considers confidential, identify those portions in the Executive Summary, provide the basis for claiming the exemption, and reference the specific provision in the California Public Records Act that provides the exemption. For example, if a Respondent submits trade secret information, Respondent must plainly mark the information as "Trade Secret", refer to the appropriate section of the California Public Records Act that provides the exemption, and provide the basis for claiming the exemption.

By submitting a Proposal, Respondent acknowledges and agrees that City may determine in its sole and absolute discretion whether information that Respondents considers confidential is subject to disclosure as a matter of law under the California Public Records Act or any other law, and Respondent waives any challenge to the City's decision in this regard. Respondent shall indemnify, defend, and hold harmless City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of information submitted by a Respondent that is withheld by the City from public disclosure at Respondent's request.

Notwithstanding the foregoing, Respondent recognizes that City will not be responsible or liable in any way for claims or losses that Respondent may suffer from the disclosure of information or materials to third parties.

28. CITY'S RESERVATION OF RIGHTS

City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights, and conditions with regard to this procurement process without incurring any obligations or liabilities. By responding to the RFQu and this RFP, Respondent acknowledges and consents to the City's rights and conditions, including, without limitation, the right to:

- Amend or modify the RFP through issuance of an addendum.
- Seek or obtain information from any source related to a Proposal.
- Hold meetings and conduct discussions and correspondence with Respondents.
- Require additional information, or confirm information, from a Respondent concerning its Proposal.
- Seek and receive clarifications from a Respondent in writing of a Proposal.
- Disqualify any Respondent that submits an incomplete or inadequate Proposal or is not responsive to the requirements of the RFP.
- Extend, suspend, postpone, withdraw, modify, or cancel the RFP at any time.
- Revise the information and other content included in the RFP or Contract.
- Waive any non-material defects, deficiencies, informalities, technicalities, or irregularities in a Proposal, or any non-material deviations from the requirements set forth in the RFP and accept and review a non-conforming Proposal.
- Reject any or all Proposals at any time.
- Reject any Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to the City including where the requested information and materials are not provided.
- Incorporate any design ideas and/or construction approaches that are presented by those Respondents that are not selected for the Project.
- Issue a new RFP or re-advertise and/or re-solicit the requirements set forth in the RFP at any time.
- Not allow an appeal from a denial due to an incomplete or late Proposal.

This RFP does not commit the City to enter into a Contract nor does it obligate the City or any of its agents, employees, advisors, or representatives to pay for any costs incurred by Respondents in preparation and submission of a Proposal, in anticipation of award of the Contract, or in any other activities included as part of the procurement process. By submitting a Proposal, Respondent disclaims any right to be paid for such costs.

29. ATTACHMENTS

RFP Attachments (all are incorporated by reference herein):

Attachment A: Proprietary Meeting Procedures and Waiver
Attachment B: Phase 1 Scope of Services
Attachment C: Background Documents (For Information Only) - Geotechnical Investigation by Terracon, dated November 11, 2024
Attachment D: Background Documents (For Information Only) - Site Survey by MNS Engineers, dated October 2025 Attachment E: Background Documents (For Information Only) - Boundary Survey by MNS Engineers, dated October 2025
Attachment F: Background Documents (For Information Only) - Environmental Site Assessment (Phase 1) by Terracon, dated September 30, 2024
Attachment G: Background Documents (For Information Only) - Environmental Site Assessment (Phase 2) by Terracon, dated June 9, 2026
Attachment H: Background Documents (For Information Only) – Facility Condition Assessment for ASB, by Bureau Veritas, dated January 11, 2024
Attachment I: Project Definition Document – Comprehensive Implementation Plan
Attachment J: Project Definition Document – Project Guidelines
Attachment K: Project Definition Document – Staff Survey Results
Attachment L: Project Definition Document – Community Engagement Report
Attachment M: Project Definition Document – Project Program Report
Attachment N: Project Definition Document – Commissioning Owner's Project Requirements
Attachment O: Development Review Decision Letter
Attachment P: Acknowledgement of RFP Form
Attachment Q: Required RFP Forms
Attachment R: Cost Proposal Form
Attachment S: Progressive Design-Build Agreement
Attachment T: Background Documents (For Information Only) Sewer Study and Sewer Conceptual Plan

ATTACHMENT 4

COMMUNITY ENGAGEMENT REPORT

APRIL 2026

HOW TO USE PROJECT DEFINITION DOCUMENTS

01 COMPREHENSIVE IMPLEMENTATION PLAN

The Comprehensive Implementation Plan (CIP) serves as the primary guide for the project. It is intended to be used in conjunction with the supporting reference documents, which collectively capture the project's vision, community priorities, stakeholder input, program requirements, design criteria, technical requirements, and implementation strategies.

02 PROJECT GUIDELINES

The Project Guidelines define the project's vision, guiding principles, quality expectations, and the key drivers that are most important to the City. It serves as the primary reference for evaluating project decisions and ensuring the project remains aligned with the City's goals and aspirations.

03 STAFF SURVEY RESULTS

The Staff Survey Results document detailed input from Library and City department staff regarding current operations, service delivery, workflows, functional relationships, operational needs, challenges, and opportunities. These findings informed the project's operational requirements, functional planning, and program development.

04 COMMUNITY ENGAGEMENT REPORT

The Community Engagement Report captures the voices of the community through extensive public outreach and engagement events. It documents the community's priorities, aspirations, values, and expectations that shaped the project vision and program, and will continue to guide future planning and design.

05 PROJECT PROGRAM REPORT

The Project Program Report defines the project's program, space requirements, operational requirements, functional relationships, planning assumptions, and design criteria. The report provides the foundation for future design by documenting the project's programmatic and functional requirements.

06 COMMISSIONING OWNER'S PROJECT REQUIREMENTS

The Commissioning Owner's Project Requirements define the Owner's technical requirements and performance expectations for the project. These requirements will guide future design, commissioning, and long-term operations.

Engagement

Engagement

Community engagement was instrumental in introducing the New Burbank Central Library and Public Plaza project to the public and gathering initial feedback ahead of design and construction. Community outreach and engagement took place from early fall 2025 through spring 2026 to raise awareness and gain consensus on programs and amenities that are working well, and what the community wants to include in the future library and plaza. This phase of the Burbank Central Library and Public Plaza Project centers on gathering input to understand how the new space could best serve the community.

The engagement approach combined multiple interactive and data-driven methods to reach residents where they are, which includes a community-wide survey, pop-up events, workshops, virtual community meetings, town halls, and digital materials to capture input from a diverse group of community members and identify priorities for new features and programming for the New Central Library and Public Plaza.

All outreach materials, such as the workshop boards and the community survey, were translated into Spanish and Armenian to reach a broad range of Burbank residents and library users.

Through this extensive outreach, residents provided valuable feedback on their desired priority amenities and programs for the future library and plaza, such as art classes, performance spaces, and special markets.

Figure 1. Engagement from Burbank Library Book Festival

ENGAGEMENT BY THE NUMBERS

525+
Attendees across community workshops and meetings

6,200+
Visitors at pop-ups and focus groups

6,700+
Online visits to project website

3
Open house workshops

1
Virtual workshop

12
City Boards, Commissions and Organizations

30
Community Focus Groups

400+
Survey responses

35
Pop-up events

3
Town Hall community meetings

1
Teen workshop

1
City Council Study Session

12
Guided Tours of Existing Library

ENGAGEMENT TIMELINE

OCTOBER

Workshop 1:
October 29

NOVEMBER

Pop-up 1:
Burbank Book Festival,
November 8

Pop-up 2:
Holiday in the Park,
November 21

DECEMBER

Workshop 2:
December 11, 2025

Pop-up 3:
Burbank Farmers Market
December 13, 2025

FEBRUARY

Pop-up 4:
Burbank Adaptive
Sports Expo
February 21, 2026

Workshop 3:
February 21, 2026

Workshop 4 (Virtual):
February 25, 2026

MARCH

Pop-up 5:
Burbank Town Center
March 7, 2026

Pop-up 6:
Burbank Town Center
March 13, 2026

Town Hall 1:
March 25, 2026

Pop-up 7:
Eggstravaganza
March 28, 2026

APRIL

Town Hall 2 (Virtual):
April 9, 2026

Town Hall 3:
April 11, 2026

Engagement

A range of **multilingual engagement** materials were developed to support outreach activities for the project. These materials were distributed during the workshops, community events, and meetings to inform residents and encourage participation. Key materials included a community survey available in **English, Spanish, and Armenian** to ensure broad accessibility. Interactive workshop boards were used during community meetings and pop-ups to gather feedback on potential programming and design ideas for the future library and public plaza.

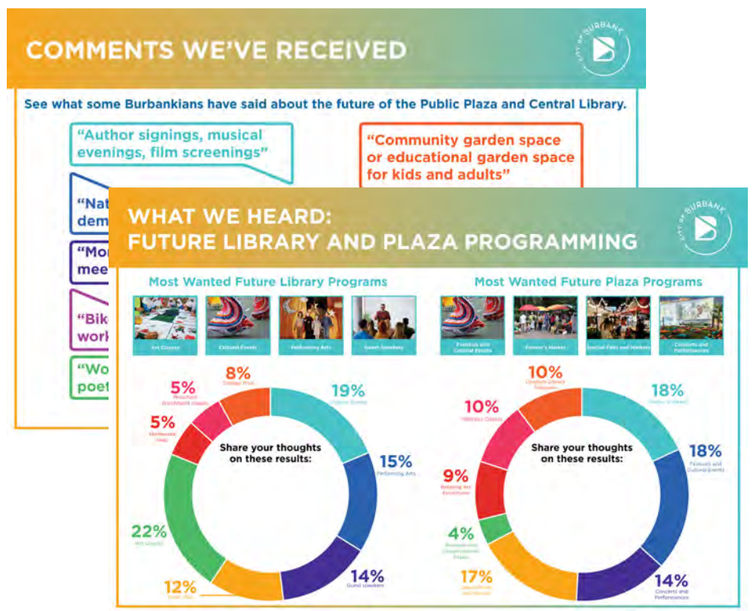


Figure 2. Workshop 3 Boards

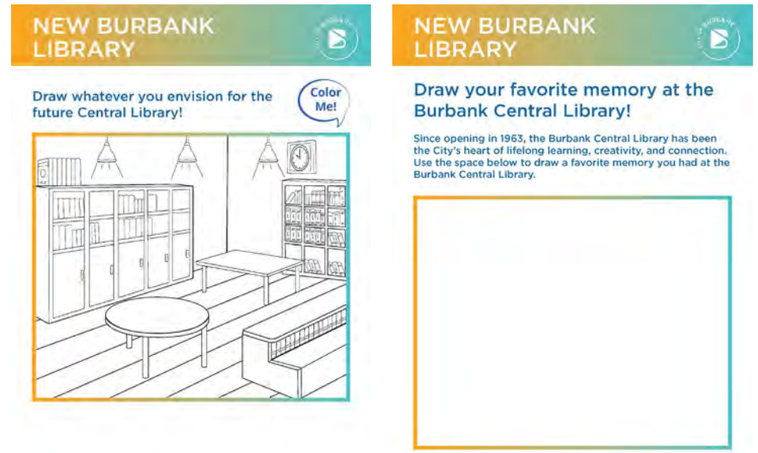


Figure 3. Coloring sheet for kids provided at community meetings

To support online engagement, a dedicated project website was developed and updated with project information, along with a list of frequently asked questions and answers (FAQs) to provide transparency and clarity to common questions from the community. Additional outreach tools included a children's coloring sheet to engage younger community members and encourage family participation. Together, these materials helped make the outreach process more accessible, interactive, and inclusive, while providing multiple ways for community members of all ages and language backgrounds to participate. All engagement materials were available in Spanish and Armenian.

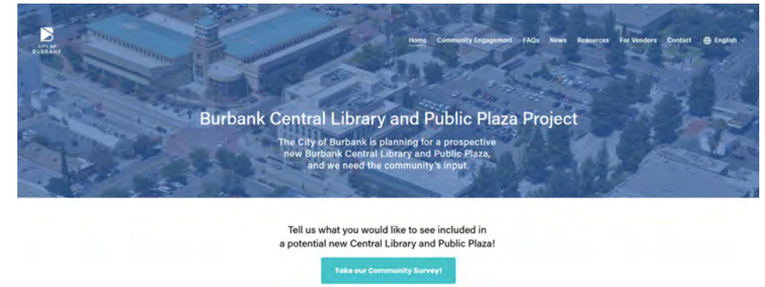


Figure 4. Website Banner

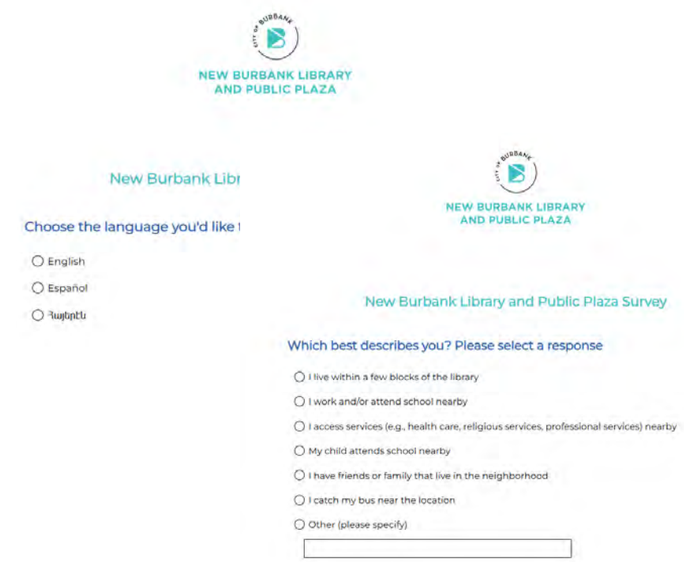


Figure 5. Community Survey

Community Workshops

Community Workshops

Workshop 1

Approximately 65+ Attendees | Wednesday, October 29, 2025

The team conducted the first engagement event for the Burbank Library and Public Plaza project on Wednesday, October 29, 2025, from 6-8 pm at the Burbank Central Library. The workshop provided an overview of the project. Participants were also given the opportunity to take a library tour of the behind-the-scenes of the current facilities and offices by library staff. Multiple tours were conducted throughout the workshop to allow for ample participation.

The workshop was conducted as an open house with interactive boards that captured feedback via sticker dots to prioritize current and future amenities and programs for the library and public plaza. Participants also answered questions about how they typically travel to the library and how often they visit. Additionally, the workshop boards collected community input on existing barriers to participating in library programming and whether current programs are meeting community members' needs.

Figure 6. Workshop 1 Attendees Engaging with Boards

Notification Efforts

Notifications, including eblasts, flyers, social media graphics, outdoor banners, and posters, were developed to promote the first community workshop and increase awareness of opportunities for public participation in the planning process for the new library and public plaza. These materials helped reach a broad audience by sharing event details and directing residents to learn more about the project by attending a workshop.

2900+ Eblasts Sent

750+ Flyers Distributed

3 Social Media Posts

20 Signage Placed

Figure 7. Workshop 1 Instagram Post Notification

Figure 8: Workshop 1 Flyer

Community Workshops

Workshop 2

Approximately 45+ Attendees | Thursday, December 11, 2025

The second community workshop was held on Thursday, December 11, 2025, from 5-7 pm. The workshop was held as an open house and provided an overview of feedback from the first workshop and previous pop-up events, including the community's preferences for current and future amenities and programs, as well as how they typically travel to the library.

In addition to the feedback heard, an interactive activity was conducted to narrow down the prioritization of future library and public plaza amenities. In this activity, participants were given 20 fake dollar bills and asked to distribute those funds into ballot boxes displaying 18 future amenity options. Each amenity was given a price ranging from $1 to $5, requiring participants to budget their $20 as they best saw fit. The amenities were weighted based on the potential higher costs of construction.

Figure 9. Workshop 2 Attendees Engaging with Activity

Notification Efforts

To notify members of the community about the second community workshop, eblasts, flyers, social media graphics, outdoor banners, and posters were developed. These materials provided information on how residents can attend a workshop to learn more about the project.

3000+ Eblasts Sent

750+ Flyers Distributed

2 Social Media Posts

20 Signage Placed

Figure 10. Workshop 2 Instagram Notification

Community Workshops

Workshop 3

Approximately 65+ Attendees | Saturday, February 21, 2026

The third community workshop was held on Saturday, February 21, 2026, from 10:30 am to 12:30 pm at the Burbank Central Library. Participants were invited to view the results and feedback compiled from all the outreach that has been conducted thus far, as well as the community-wide survey. To provide an alternative to a weekday evening, this workshop was held on a Saturday morning, and pastries were provided as they explored the open-house style workshop. Interactive boards highlighted what we heard from previous outreach and how the guiding principles of beauty, safety, community, and flexibility could be reflected in the design of the new library and plaza buildings. Additionally, an interactive "Where are you coming from when you visit the library?" board invited attendees to place a pushpin on a map of Burbank to indicate where they live, work, study, or recreate. Pins were color-coded based on mode of transportation. Two library tours were offered during the workshop, allowing participants to view parts of the library not available to the public.

Figure 11. Workshop 3 Attendees Reviewing Community Feedback

Notification Efforts

For the final in-person workshop, the project team notified the public to help promote attendance by developing eblasts, flyers, social media graphics, outdoor banners, and posters. These communication materials invited the community to attend by sharing event details and outlining what participants could expect at the workshop across a variety of platforms.

3000+ Eblasts Sent

750 Flyers Distributed

2 Social Media Posts

20 Signage Placed

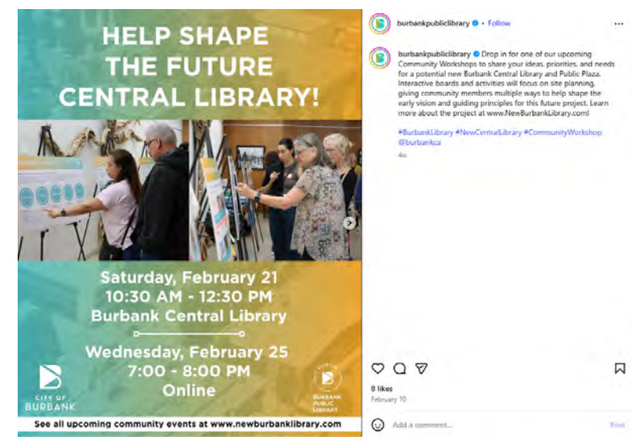


Figure 12. Workshop 3 Instagram Notification

Workshop 3 Map Activity - Where are You Coming From?

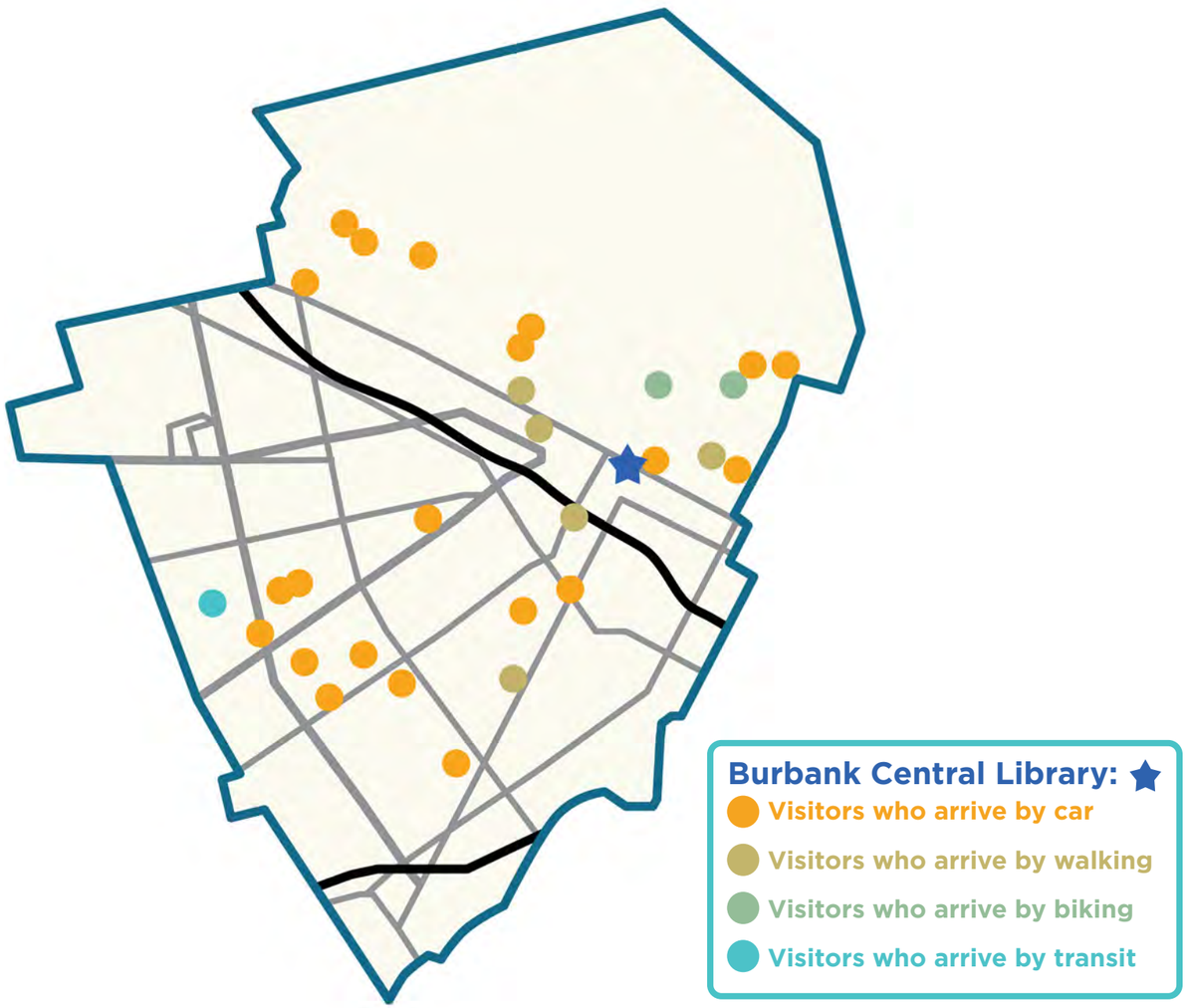


Figure 13. Workshop 3 Map Activity

Figure 14. Workshop 3 Map Activity

Community Workshops

The first virtual community workshop was held on Wednesday, February 25, 2026, and provided similar information from the third workshop in a virtual format with poll questions and Q&A. The poll questions focused on how participants usually travel to the library and other community events, as well as how the guiding principles of the project (safe, flexible, beautiful, and community-driven) can be reflected in the proposed library and civic center, plaza, and parking structure buildings. Poll questions also asked participants what their favorite memories are of the Burbank Central Library. Respondents of the poll and Q&A expressed interest in a flexible indoor/outdoor space, safety as a consistent priority, and programming that serves all ages. Participant questions primarily focused on project funding and timeline, design approach, the balance between traditional library services and expanded community uses, parking and site design, and opportunities for continued community engagement.

Notification Efforts

To encourage participation from a wide audience for the virtual community workshop, notifications, including eblasts, flyers, social media graphics, outdoor banners, and posters, were developed to promote attendance. These materials included event details as well as how one can register to reserve their spot.

3000+ Eblasts Sent

2 Social Media Posts

Figure 15. Virtual Workshop Instagram Notification

Town Halls

Town Halls

Town Hall 1

Approximately 34 Attendees | Wednesday, March 25, 2026

The first Town Hall was held on Wednesday, March 25. As the attendees arrived, they were signed in and provided with comment cards. Informational boards were displayed throughout the room to provide background on the project and offer community members an opportunity to reflect on and share their favorite memories of the library. The Town Hall featured a presentation that highlighted feedback collected from the community during the pop-up events and workshops. The presentation also introduced several design concepts for the new library and civic center space and touched on an overview of the project timeline and costs. At the end of the session, members of the project team responded to questions submitted on comment cards and during the open mic portion.

Town Hall 2

Approximately 30 Attendees | Thursday, April 9, 2026

The second Town Hall was held on Thursday, April 9, as a virtual session. The meeting included the project presentation as well as an opportunity for community members to ask questions and engage directly with the project team during a Q&A session.

Town Hall 3

Approximately 18 Attendees | Saturday, April 11, 2026

The final Town Hall was held on Saturday, April 11. The session served as the concluding opportunity for community members to learn about the project, review key information, and share questions or feedback with the project team. The Town Hall featured the same informational presentation as the previous sessions, along with an opportunity to hear directly from the community through comment cards and an open mic.

Town Halls

Town Hall Notification Efforts

Email blasts and social media graphics were created to publicize the three-part Town Hall series. These outreach efforts broadened community involvement in the project process by reaching community members through various outlets and in multiple languages. Notifications shared key event details and invited residents to participate in a public opportunity to share ideas and feedback on the New Central Library and Civic Center plan.

3100+ Eblasts Sent

3 Social Media Posts

Figure 16. Town Hall Meetings Instagram Notification in English

Figure 17. Town Hall Meetings Instagram Notification in Spanish

Figure 18. Town Hall Meetings Instagram Notification in Armenian

Feedback Summary

Town Hall 1

- Community members asked for more clarity on the overall vision and rationale for the project, including why the library is being pursued through a design-build model, what the teams see as the project's main risks or concerns, what would happen if the project exceeded the available budget, and whether the public would have input on the final design.
- Several comments focused on the architectural character and civic identity. Attendees expressed interest in a design that reflects the nearby City Hall and surrounding buildings, as well as stronger library-themed design features.
- Performance and gathering spaces were a major theme. Participants wanted more details on the flexible auditorium and community event space, including stage design, sightlines, capacity, and whether an outdoor performance shell or gazebo is being considered.
- Outdoor space and site planning drew significant interest, with questions about the size and function of the plaza and lawn, the amount of shade, impacts on trees, whether removed trees would be replaced, and whether a parking garage would be necessary.
- Several comments focused on operations and management, including whether the new library would increase staffing and operating costs, whether some amenities would have fees, and how the café would be run.
- Attendees also asked about continuity and community impact, including what would happen to the existing library, if the farmers market would return after construction, and how the project would address security and issues related to unhoused residents.
- Many comments highlighted a desire for the library to function as an active community hub with interest in coworking areas, makerspace, local artists display spaces, and a more vibrant, welcoming atmosphere. A few comments mention the need for more accessible bookshelves and a place for library relics such as the Rose Parade portraits.
- When asked about their favorite Burbank Central Library memory, several comments mentioned the program Job Connect. Other comments mention musical performances, coloring nights, children's events, and reading at the Burbank Central Library.

Town Hall 2

- Community members expressed a strong interest in maintaining the library's core function as a quiet reading space, including questions about soundproofing and ensuring adequate space for books, study, and individual use. Some participants were concerned that the current concept emphasizes event and community space over traditional library uses.
- There were multiple requests for clarification on key project elements, including the future of the existing library, details of the proposed theater (size, programming, and operations), and how outdoor spaces (plaza, lawn, garden deck) will be differentiated and used year-round.
- Participants also raised questions about project design and delivery, including the rationale for the selected design approach (progressive design-build), the role of the architect, and the process and criteria for upcoming RFQ/RFP selection.
- Funding and cost was a recurring theme, with several questions about project affordability, reliance on sponsorships or naming opportunities, and contingency plans if anticipated funding does not materialize.
- Sustainability and infrastructure were also highlighted, with interest in LEED certification, solar energy, and ensuring ample electrical access throughout the building. Additional amenities such as bicycle parking were also mentioned.
- Community members expressed interest in staying involved, asking about opportunities to contribute (e.g., volunteering or community build days), as well as requests for ongoing communication about project milestones, events, and timelines (including the bookmobile launch and future workshops).

Pop-Up Events

Activities & Format

At each pop-up, project staff and consultants were on hand to share information, engage passersby in discussions about the project, and invite ongoing input. The events provided informal, accessible venues for community members to learn about the project and contribute feedback. To engage hard-to-reach community members and those who may not be aware of the project, pop-up engagement efforts were held at community events and high-traffic locations to raise awareness and invite broader participation.

The outreach team conducted community engagement at several local events, including the Burbank Book Festival, Holiday in the Park, and the Burbank Farmers Market, reaching over **350 participants**. Across these events, interactive boards and activities were used to gather input on preferred library and plaza amenities, programming, and overall perceptions of current offerings. The Holiday in the Park event generated over **500 interactions** through dot sticker feedback and sign-ups for library cards, reflecting strong community interest and enthusiasm for a future library and public space. Similarly, the Farmers Market featured a dollar-prioritization activity that engaged participants of all ages in envisioning future amenities. While feedback was largely positive, some community members raised questions about the project timeline, the future of the existing Central Library building, and potential impacts of construction on the Farmers Market.

Figure 19. Burbank Book Festival

Figure 20. Holiday in the Park

Figure 21. Farmers Market

Figure 22. Eggstravaganza

Overview

	DATE	NUMBER OF PARTICIPANTS	TYPE OF FEEDBACK COLLECTED
Dia de los Muertos Festival	November 1, 2025	Approximately 250 Participants	Q&A
Burbank Book Festival Pop-Up	November 8, 2025	Approximately 110+ Participants	Post-it Comments & Voting Board
Holiday in the Park Pop-Up	November 21, 2025	Approximately 200+ Participants	Post-it Comments & Voting Board
Farmers Market Pop-Up	December 13, 2025	Approximately 50+ Participants	Post-it Comments & Voting Board
Teen Engagement	December 2025 - January 2026	Approximately 52 Participants	Survey Feedback
During Children's Programming (19 Events)	January, 2026	Approximately 200+ Participants	Survey Feedback
Homenetmen Burbank Sipan	January 17, 2026	Approximately 30 Participants	Survey Feedback
Muir Middle School	January 20, 2026	Approximately 150+ Participants	Survey Feedback
Tuttle Senior Center	February 19, 2026	Approximately 40 Participants	Survey Feedback
Burbank Adaptive Sports Expo	February 21, 2026	Approximately 90 Participants	Survey Feedback
Burbank Boys & Girls Club	February 24, 2026	Approximately 7 Participants	Survey Feedback
Joslyn Adult Center	February 26, 2026	Approximately 30 Participants	Survey Feedback
Burbank Town Center Pop-Up	March 7, 2026	Approximately 160 Participants	Survey Feedback
Burbank Town Center Pop-Up	March 13, 2026	Approximately 100 Participants	Q&A
Eggstravaganza Pop-Up	March 28, 2026	Approximately 200 Participants	Q&A
Washington Elementary English Language Advisory Committee (ELAC)	April 17, 2026	Approximately 20 Participants	Q&A
Disney Elementary English Language Advisory Committee (ELAC)	April 22, 2026	Approximately 20 Participants	Q&A
Harte Elementary English LanguageAdvisory Committee (ELAC)	April 30, 2026	Approximately 20 Participants	Q&A

Community Feedback: Workshops, Pop-Ups, & Survey

Community Feedback

A community survey was developed to gather public input on desired amenities as well as programming opportunities for the proposed new Burbank Library and Public Plaza. The survey asked participants to identify which potential library features were most important to them, including options such as a dedicated teen space, language learning hub, makerspace, café, and performance space, to name a few. Similarly, for the public plaza component of the project, the survey asked respondents what programming or amenities they would most like to see, including cultural events, art displays, and outdoor film screenings. The survey also touched on how well current library programs and activities serve the community and whether any barriers to participation exist. The survey concluded with optional demographic questions to help ensure feedback reflected a broad cross-section of the community. Printed copies of the survey in all languages were available at the first workshop, and the survey QR code was shared at all community workshops and pop-up events.

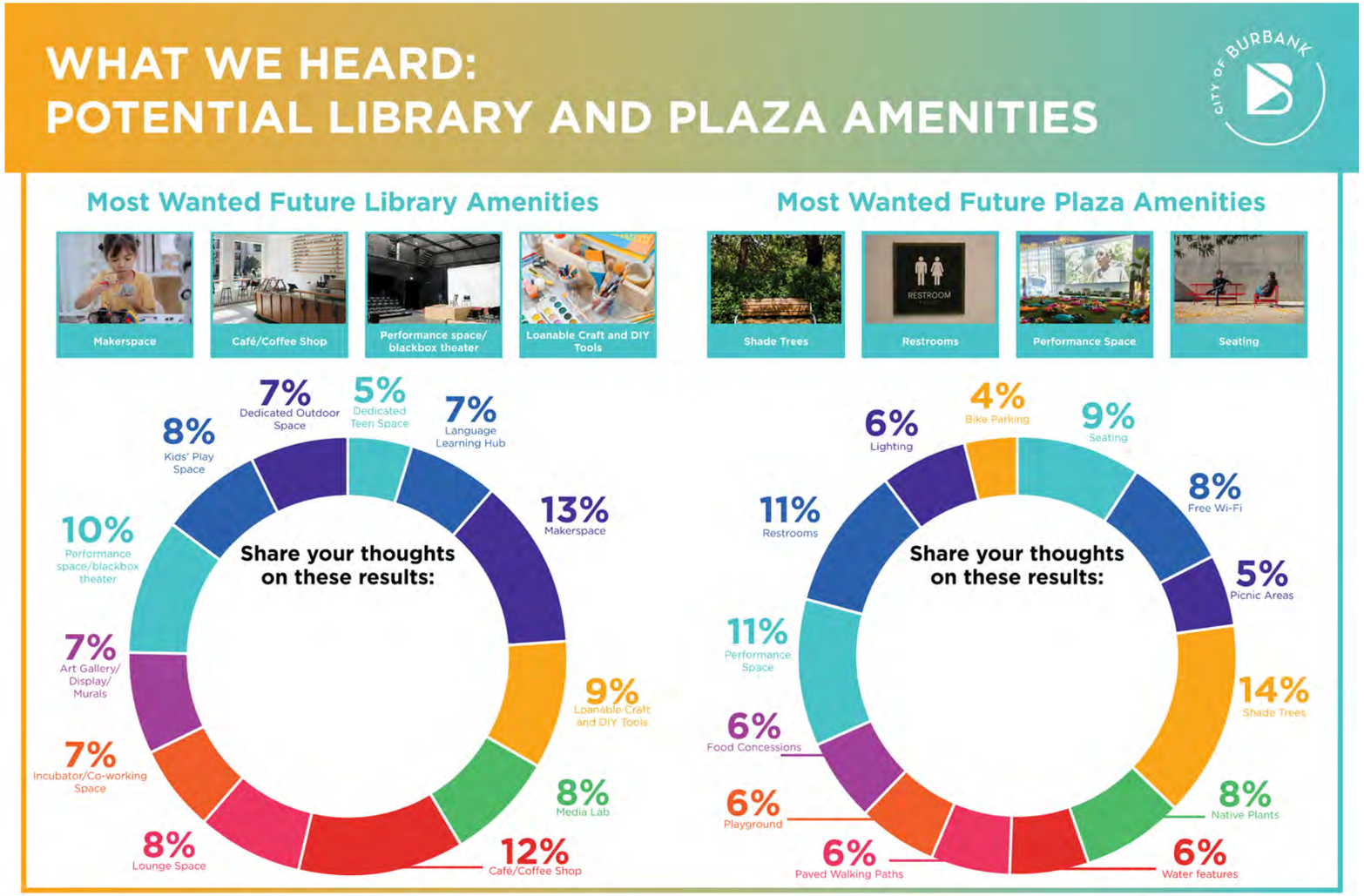


Figure 23. Survey, Pop-up, and Workshop Feedback Results

Community Feedback - Most Important Library Program & Amenities

Programs for Adults

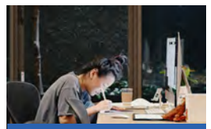
Programs for Kids & Families

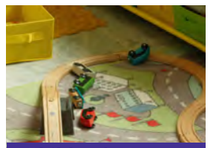
Technology and digital skills classes

Career & Job Support

Programs for Teens

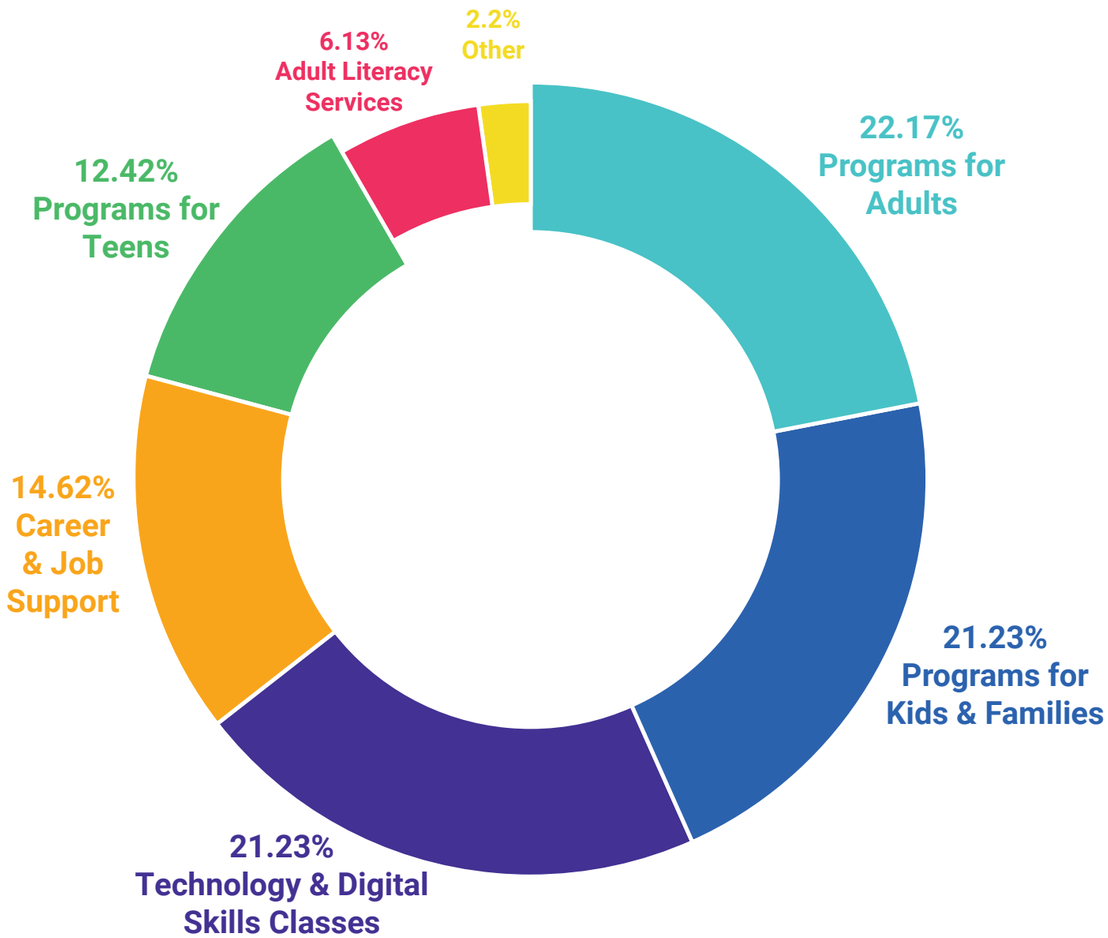
E-library and digital materials

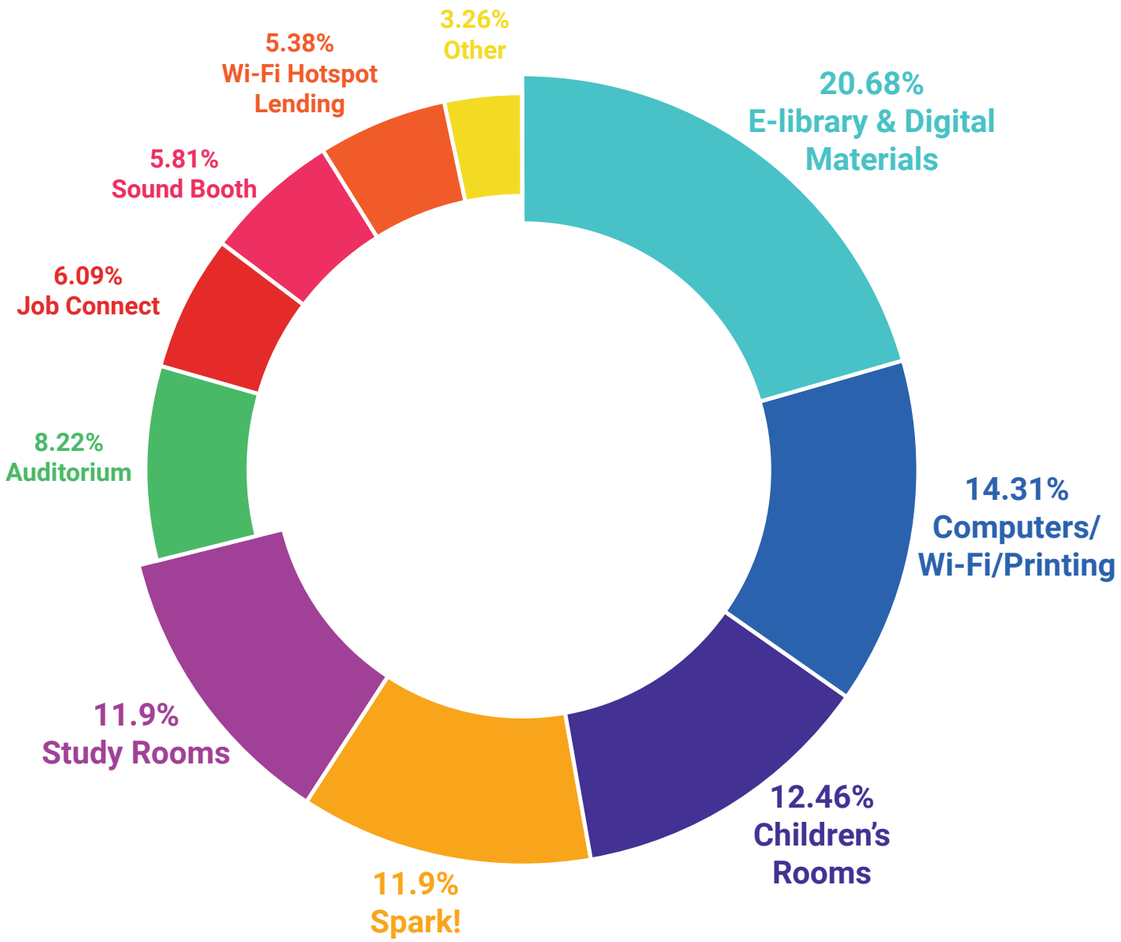

Computers/Wi-Fi/ Printing


Children's Rooms

Spark!

Study Rooms





Community Feedback - Future Library and Plaza Programming

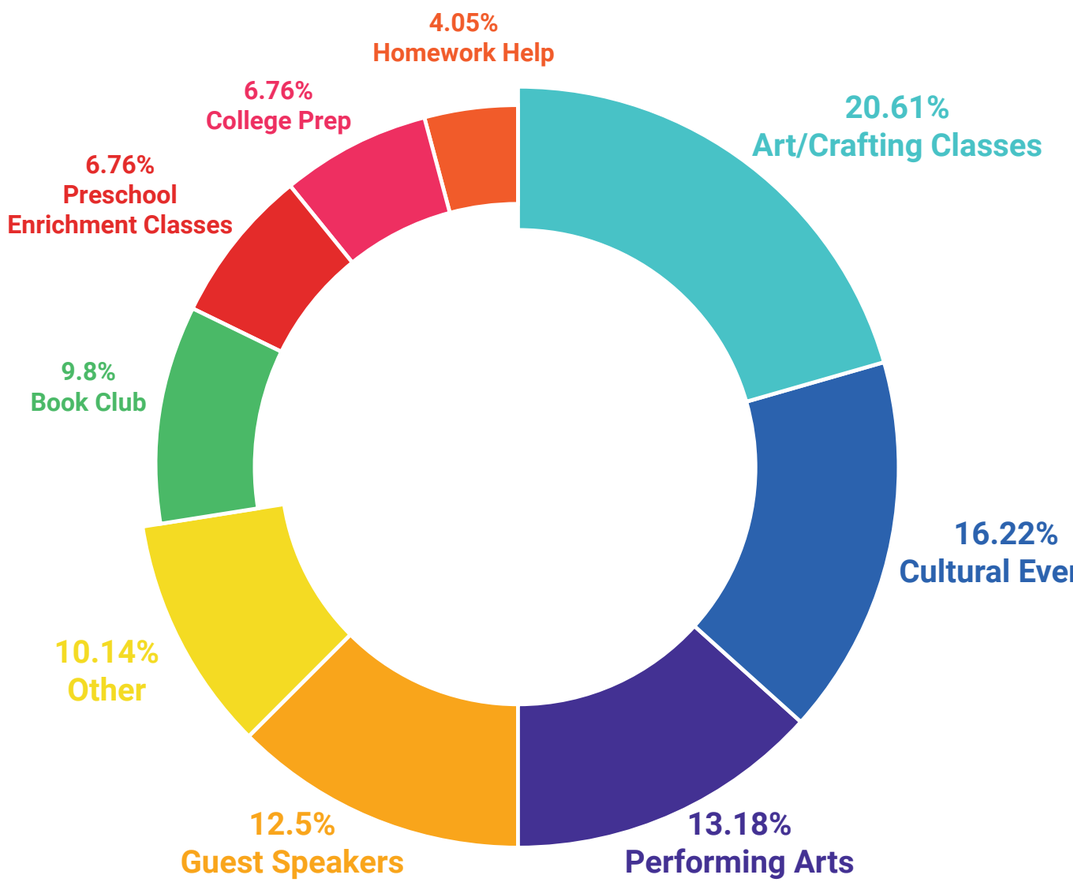
Art/Crafting Classes

Cultural Events

Performing Arts

Guest Speakers

Other



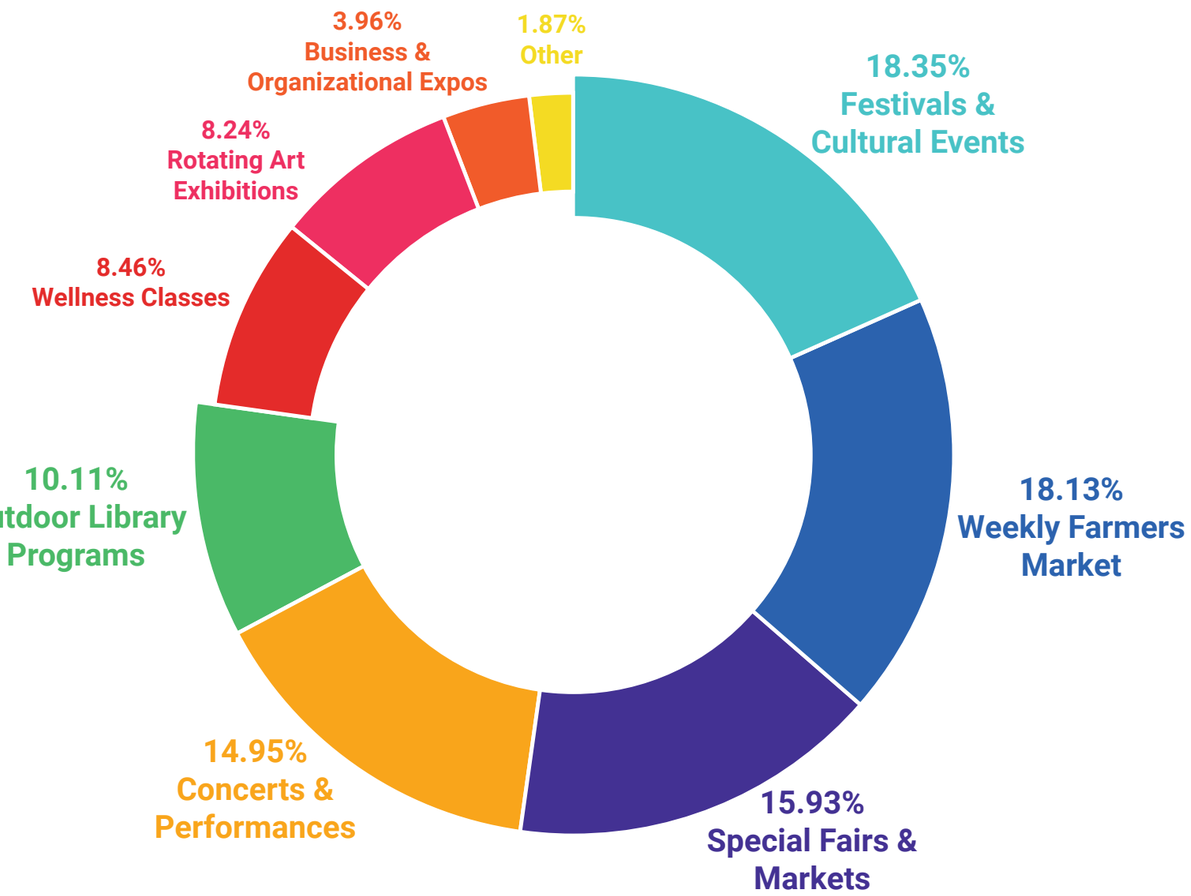
Festivals & Cultural Events

Weekly Farmers Market

Special Fairs & Markets

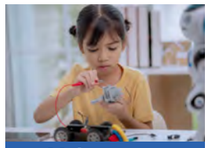
Concerts & Performances

Outdoor Library Programs



Community Feedback - Future Library and Plaza Amenities

Café/Coffee Shop

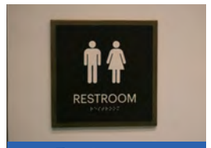

Makerspace

Loanable Craft & DIY Tools

Performance space/ blackbox theater

Media Lab

Shade Trees

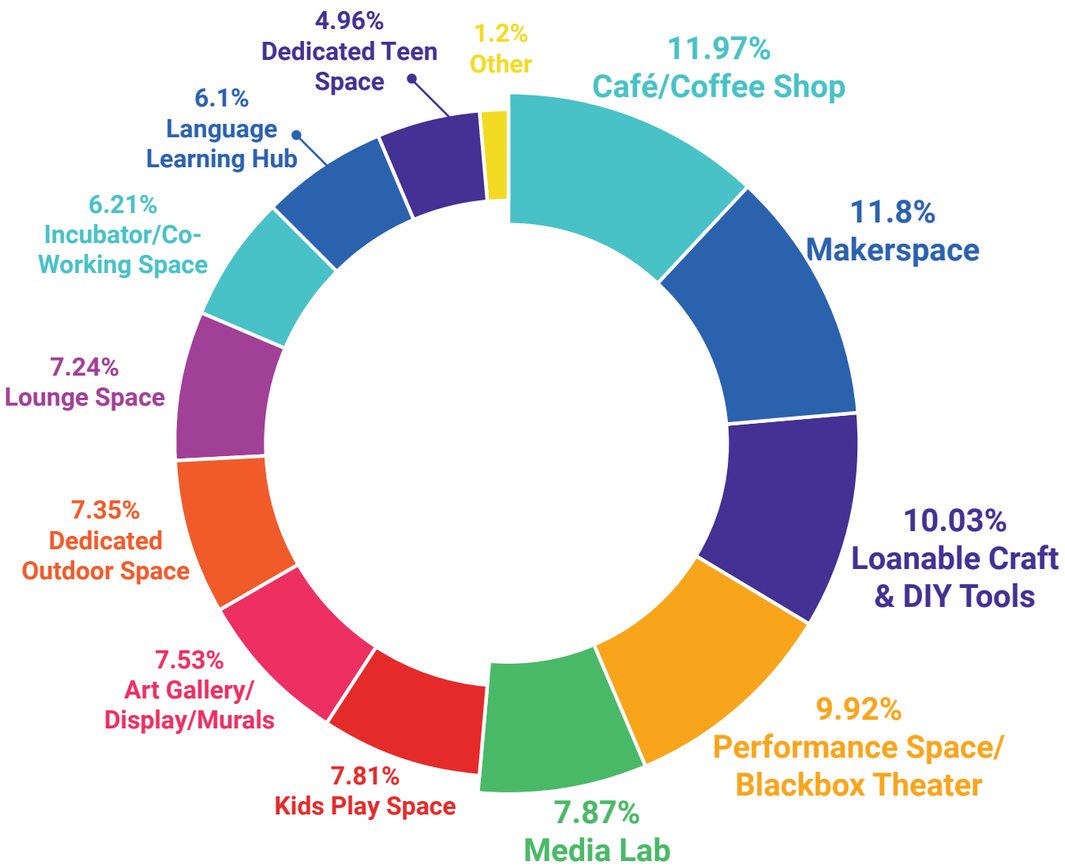


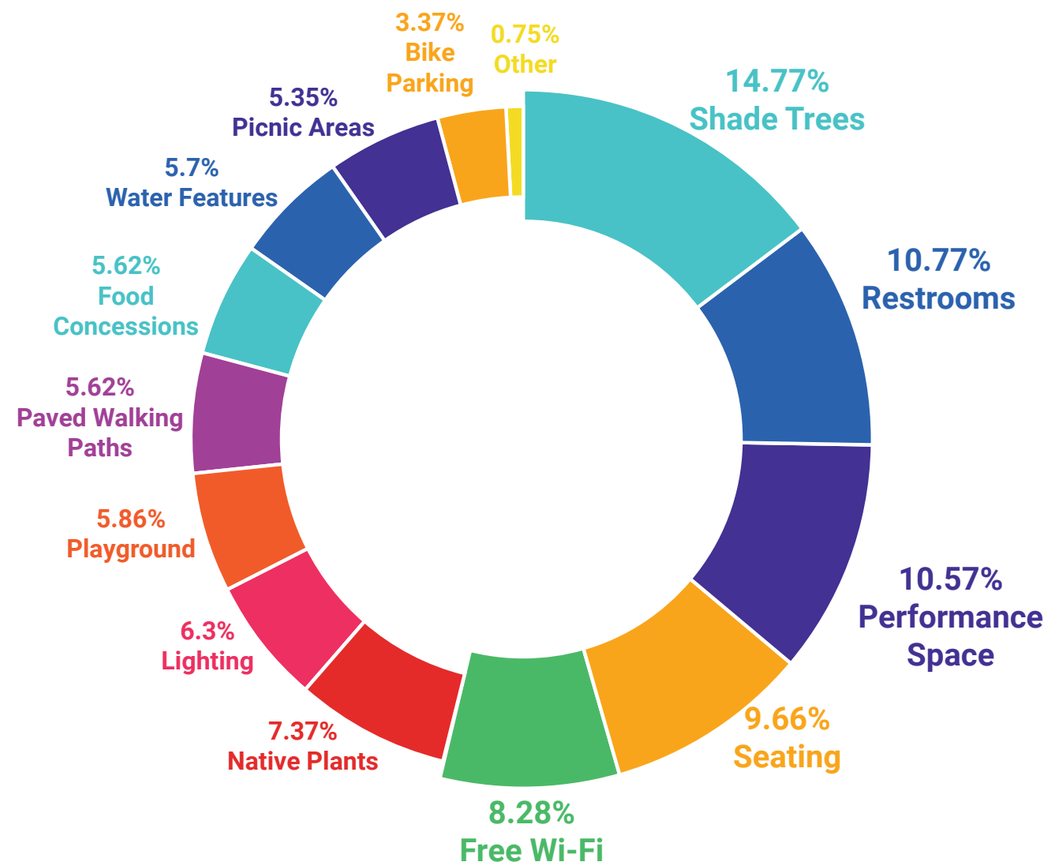
Restrooms

Performance Space

Seating

Free Wi-Fi





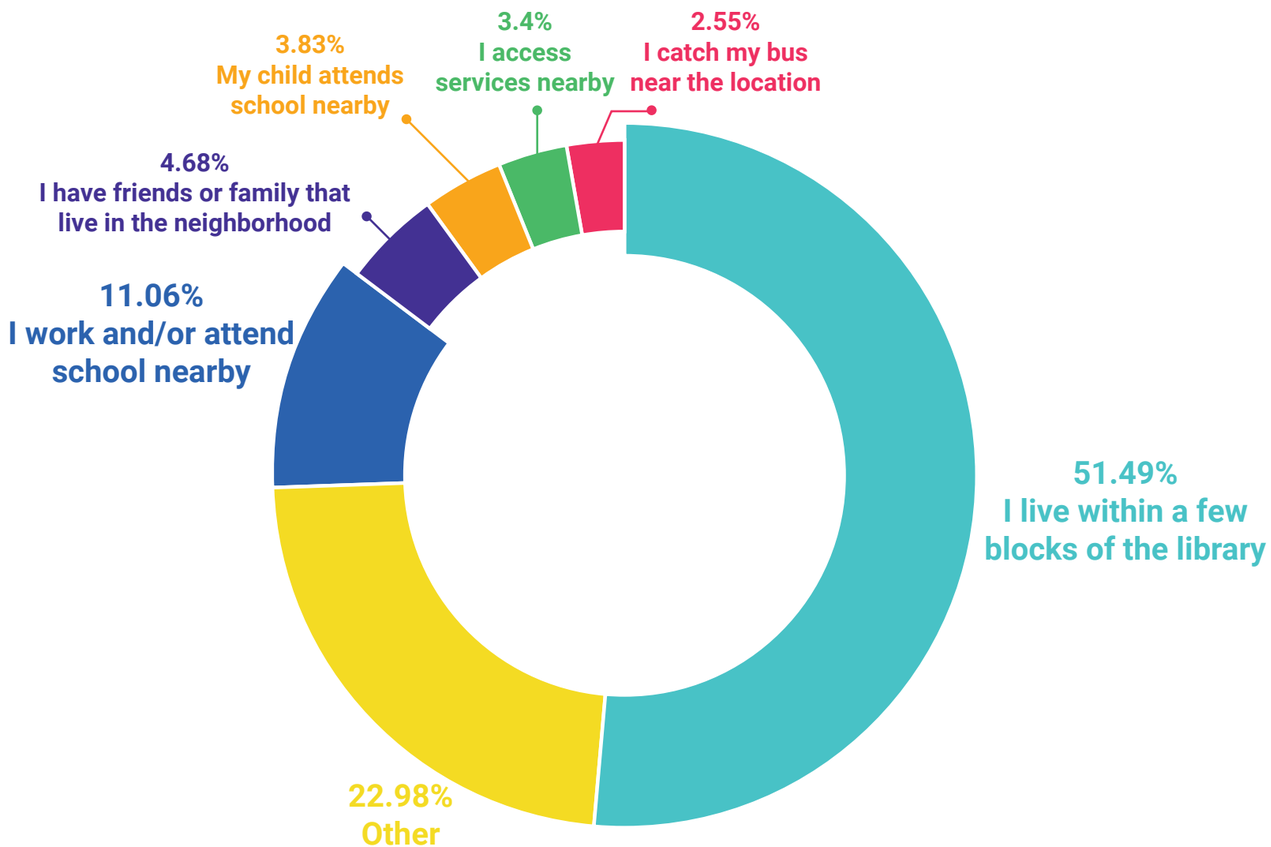
Survey Responses

Which best describes you?

I live within a few blocks of the library

Other

I work and/or attend school nearby

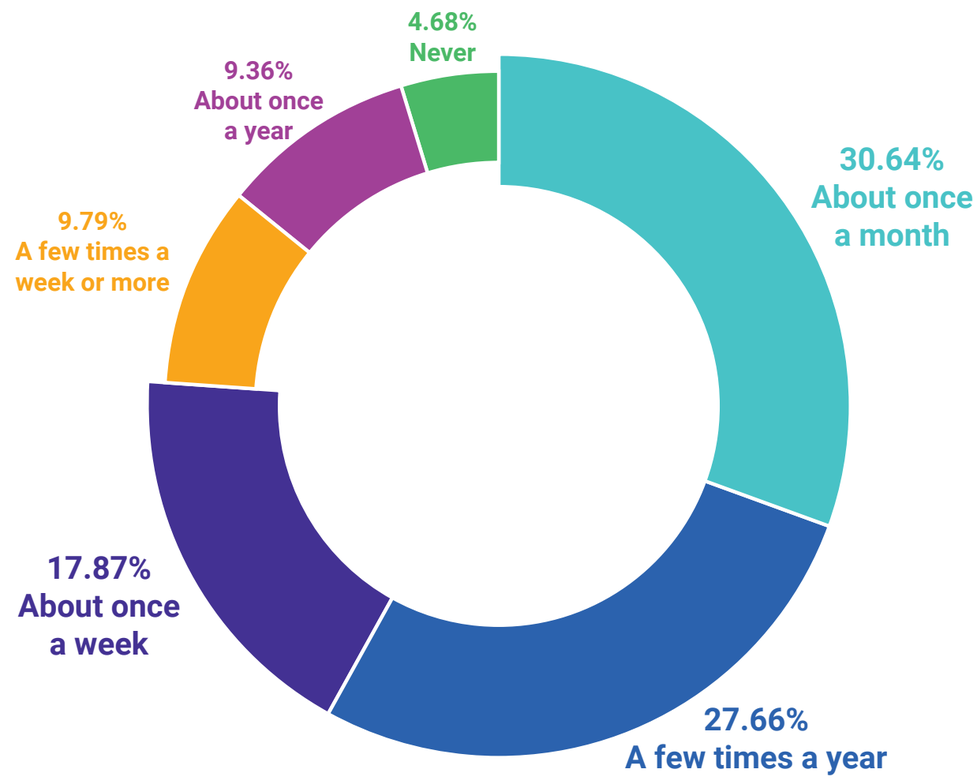


How often do you visit the Burbank Central Library?

About once a month

A few times a year

About once a week



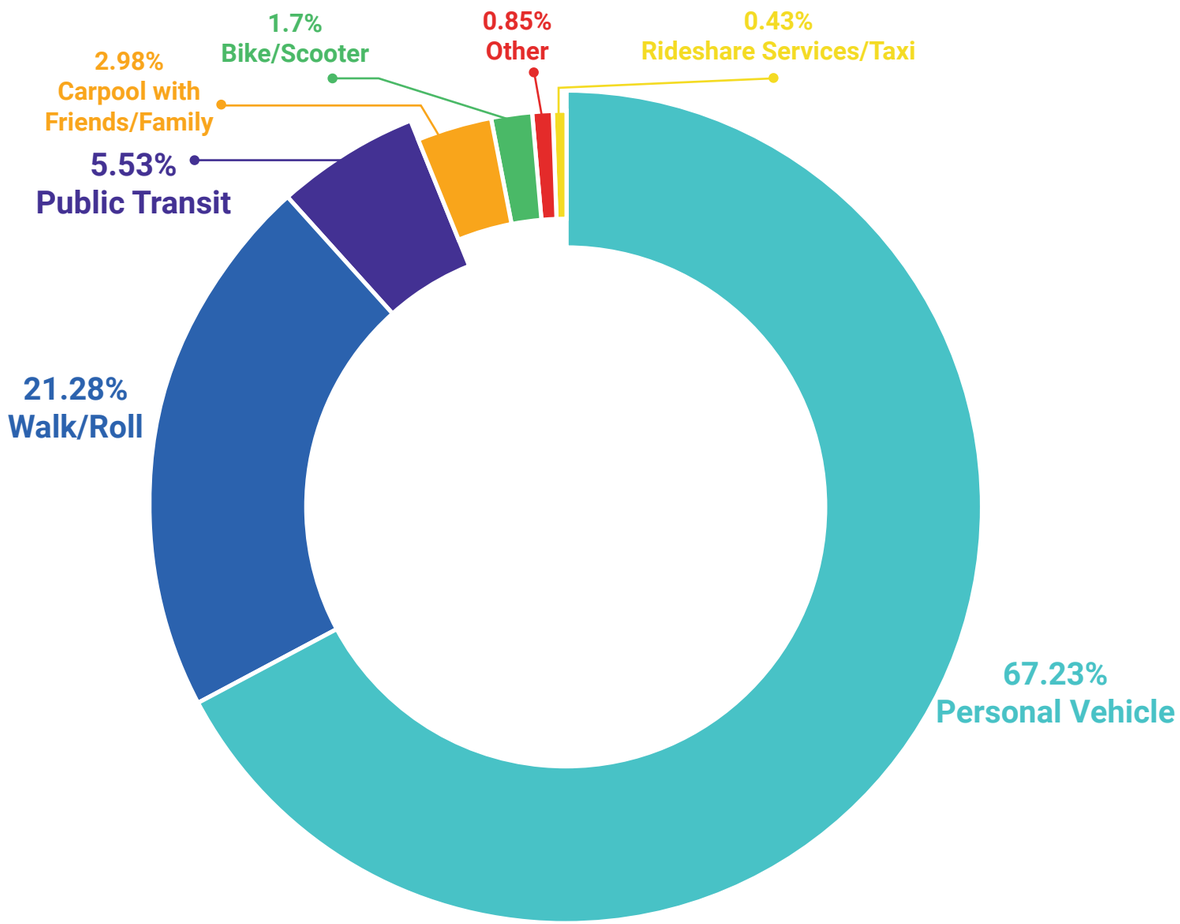
Survey Responses

How do you get to the Burbank Central Library?

Personal Vehicle

Walk/Roll

Public Transit

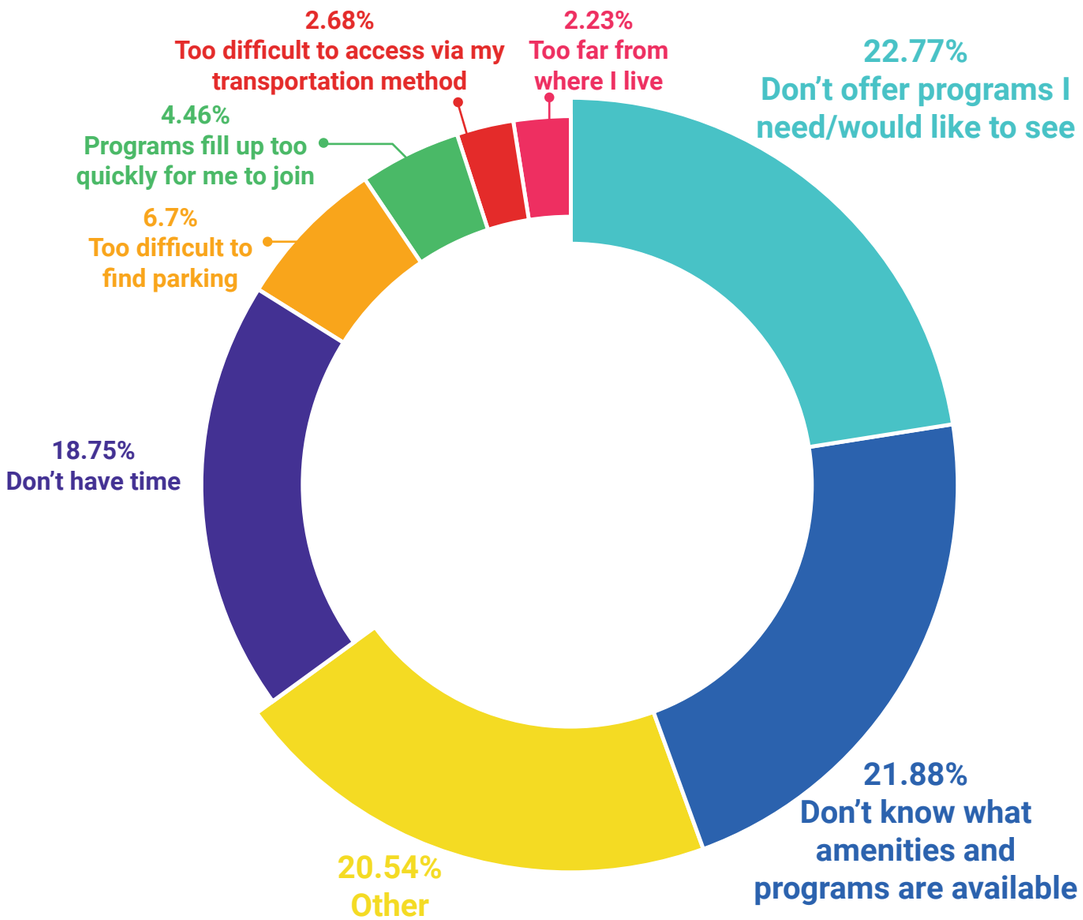


What prevents you from using library amenities and participating in programming?

Don't offer programs I need/ would like to see

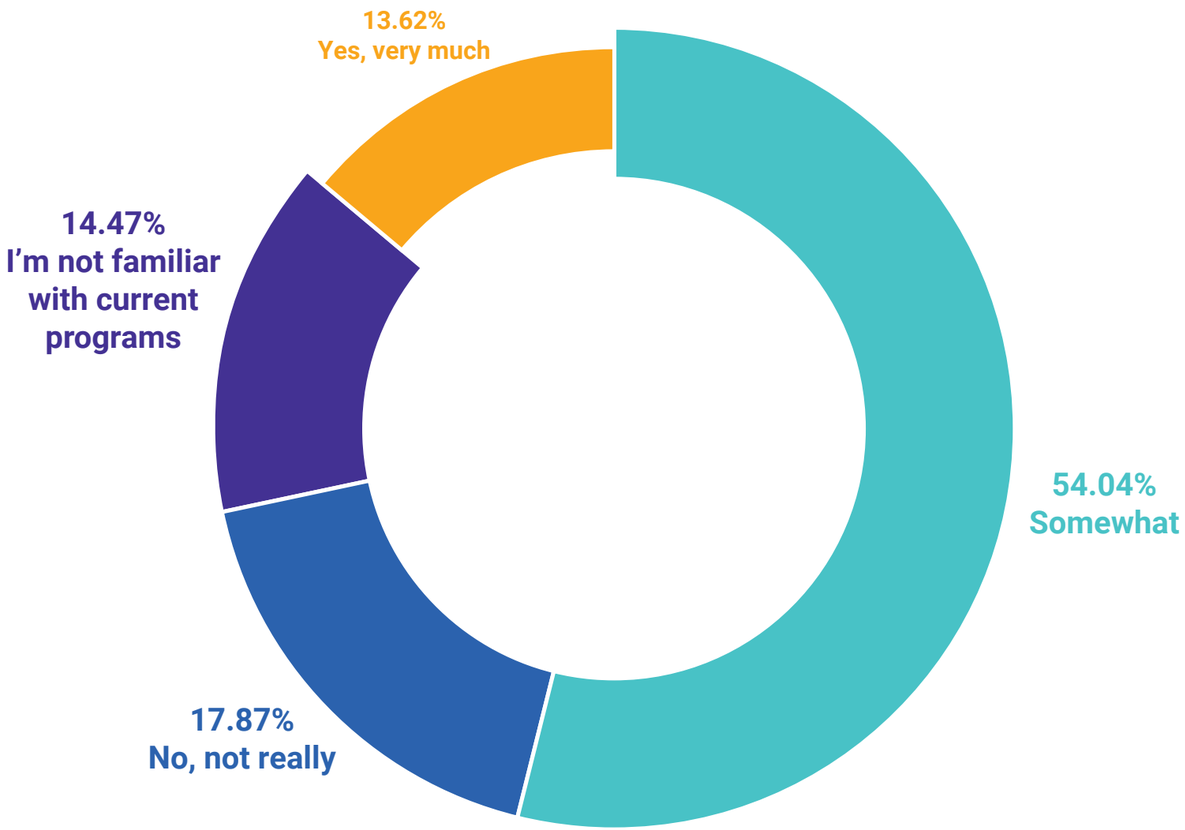
Don't know what amenities and programs are available

Other

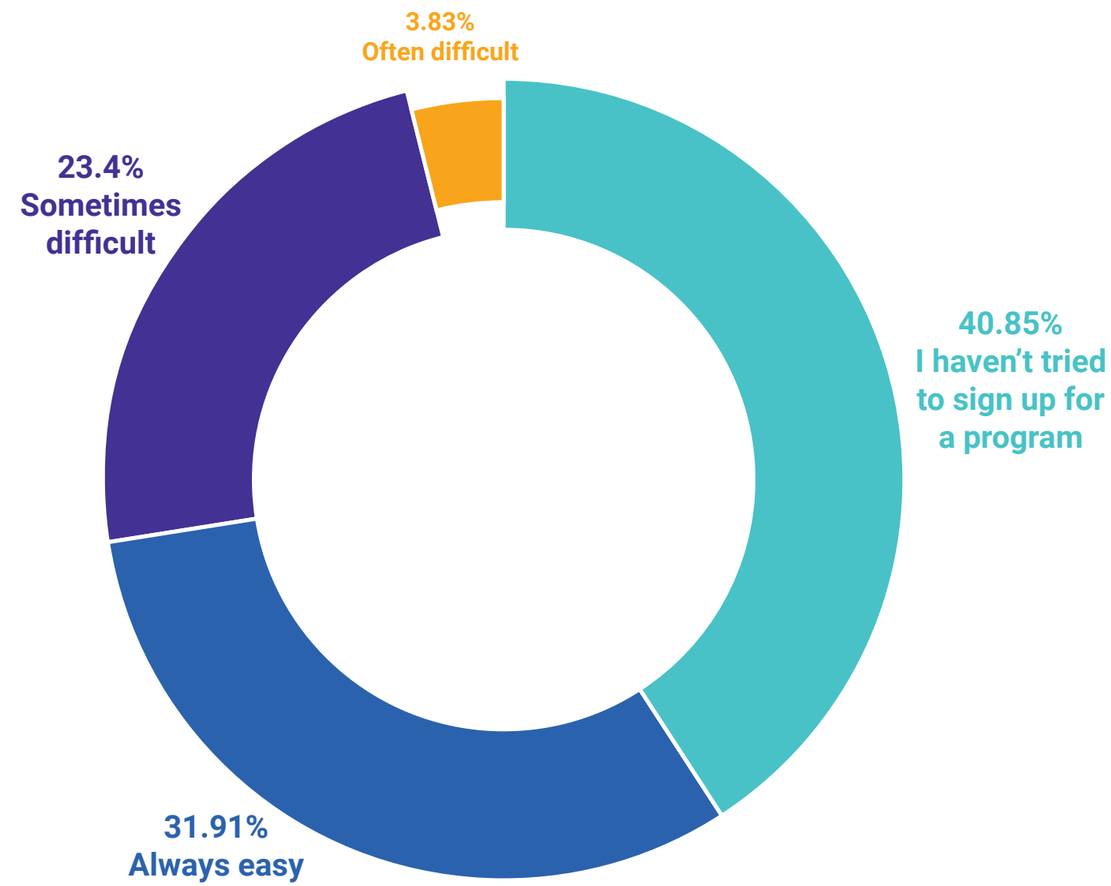


Survey Responses

Do current library programs and activities match you and your family's interests?



When you want to participate in a library program, how easy is it to participate?



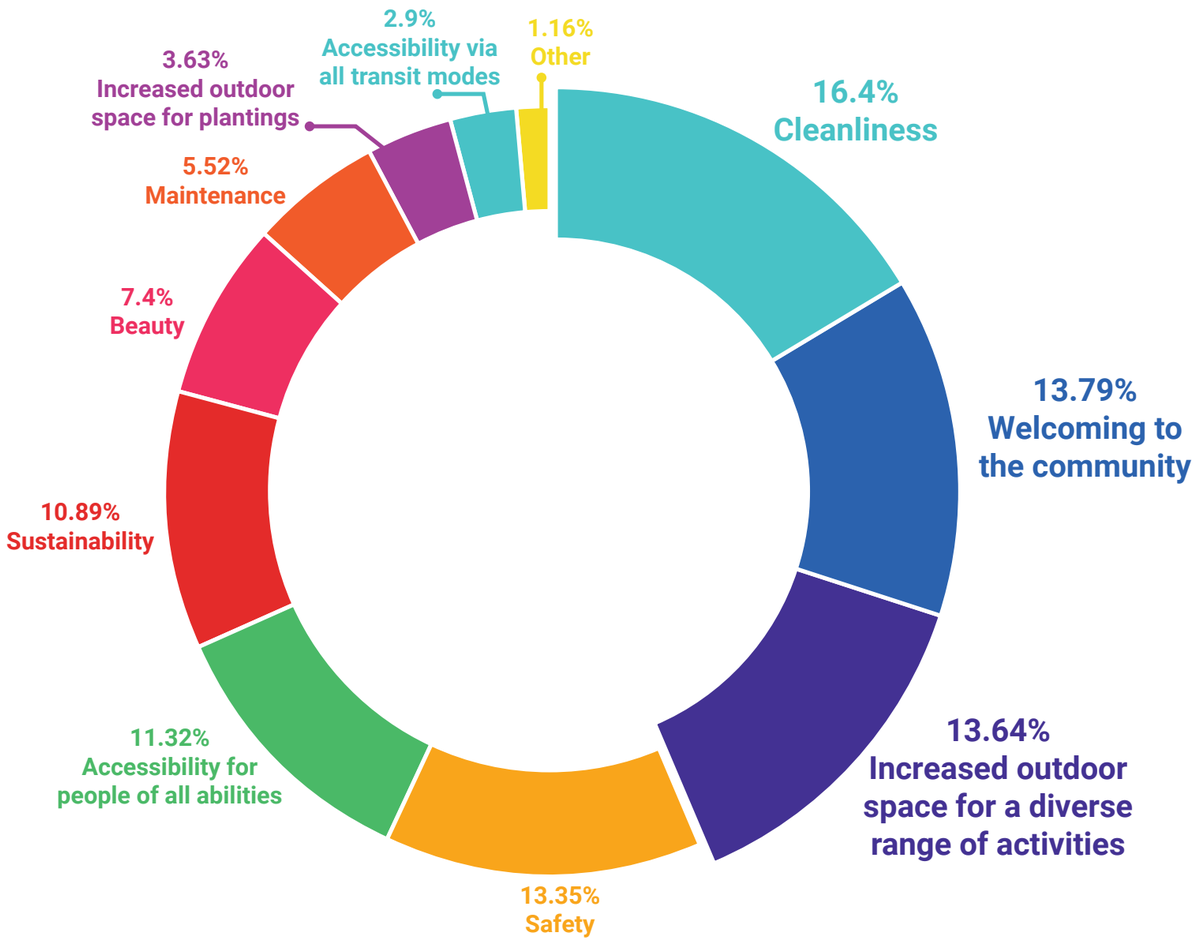
Survey Responses

Which of the following priorities do you see as most important for the new Central Library and Public Plaza?

Cleanliness

Welcoming to the community

Increased outdoor space for a diverse range of activities



Community Feedback: Demographic-Specific

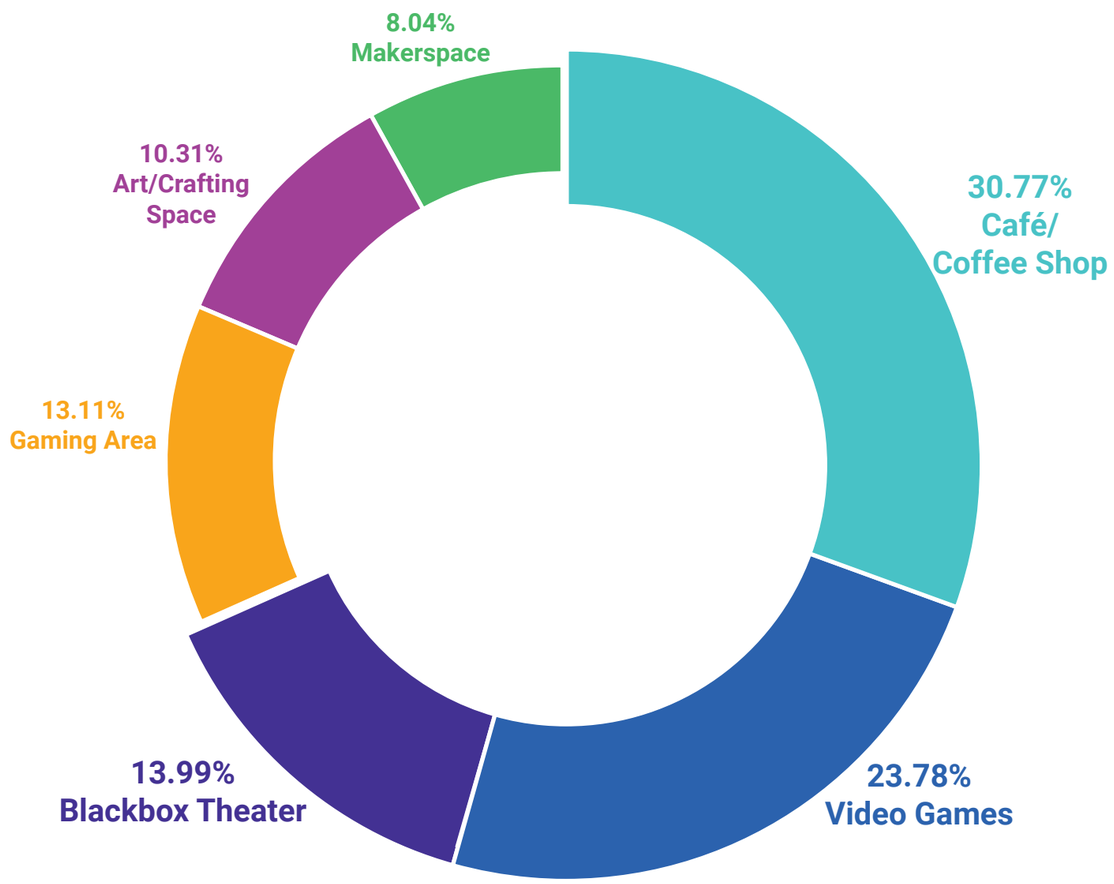
Teen Workshops Responses

What do you want to see in a new Central Library & Public Plaza?

Café/Coffee Shop

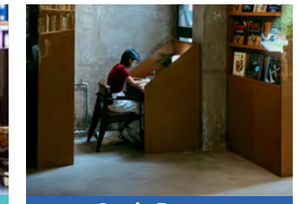
Video Games

Blackbox Theater

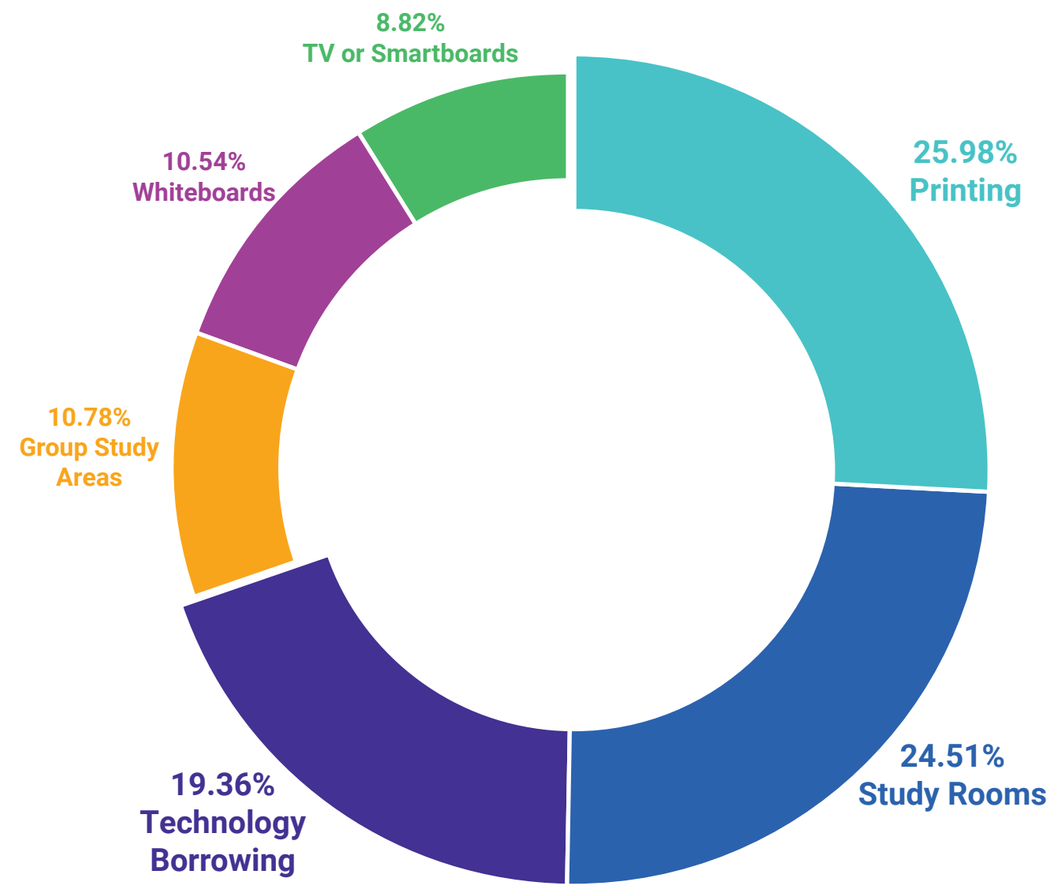


How could a new Library help you with school or studying?

Printing


Study Rooms

Technology Borrowing



Teen Open Ended Responses

"Perhaps a space in the library where teens could have easy access to see what internships, jobs, or opportunities that they can take advantage of"

"Free teen therapy sessions"

"A public closet for those who lack access to professional clothing"

"Teen art studio nights"

"An area for tutoring kids and helping them with schoolwork"

"Job opportunities"

"Lessons on how to do practical, adult, real-world stuff (taxes, sewing)"

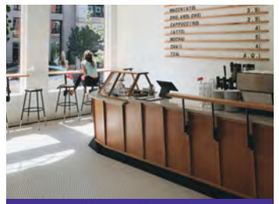
"Resume building & interview practice"

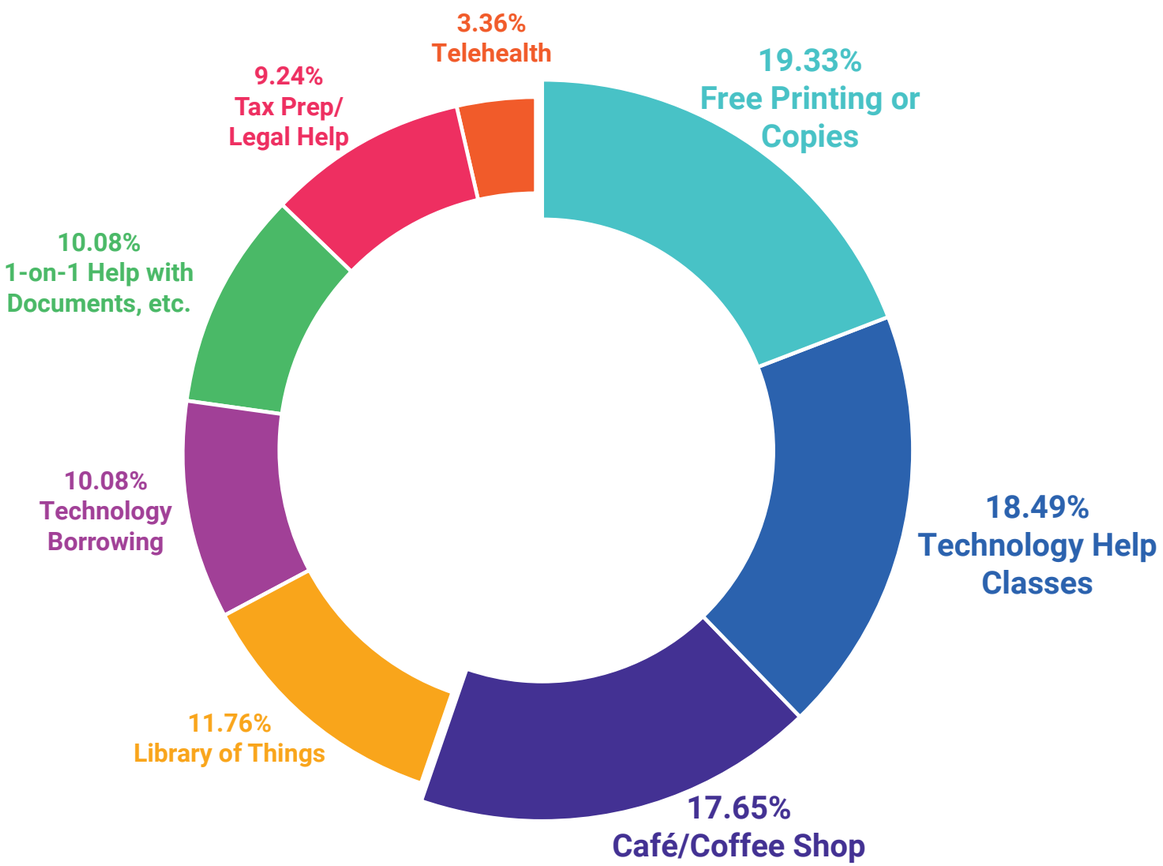
Senior Workshops Responses

Which services and amenities would you like in the new library?

Free Printing or Copies

Technology Help Classes


Café/Coffee Shop

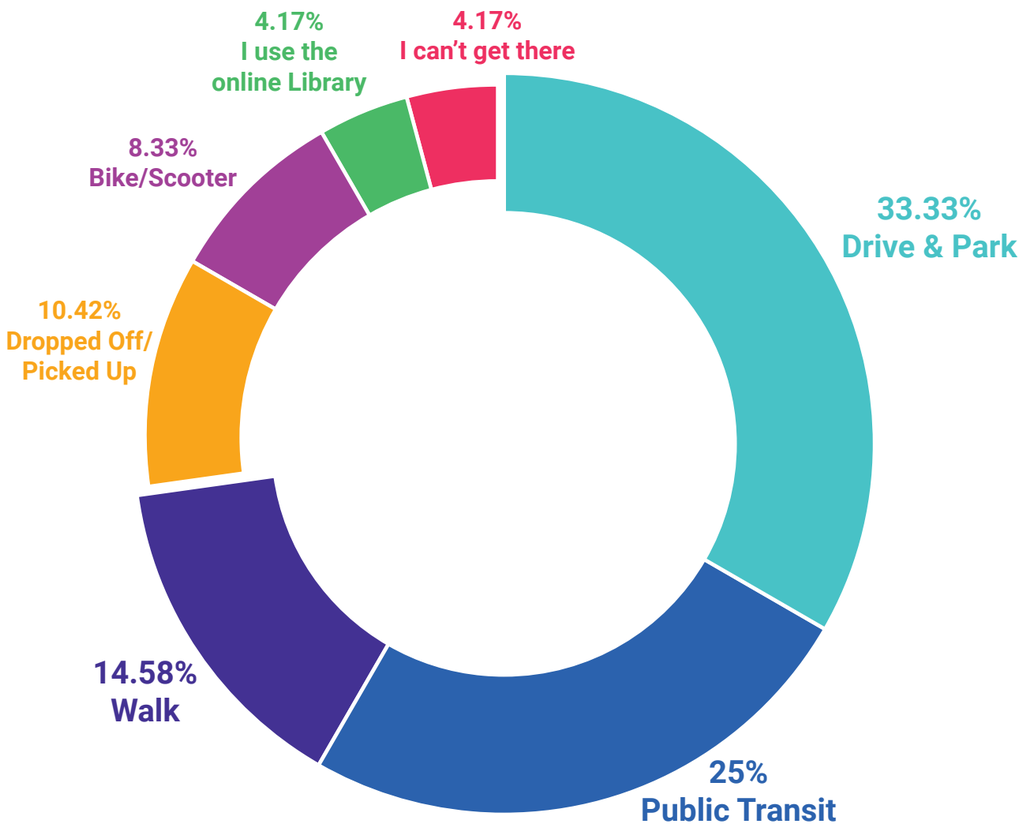


How do you currently get to the library or how would you prefer to get there in the future?

Drive & Park

Public Transit

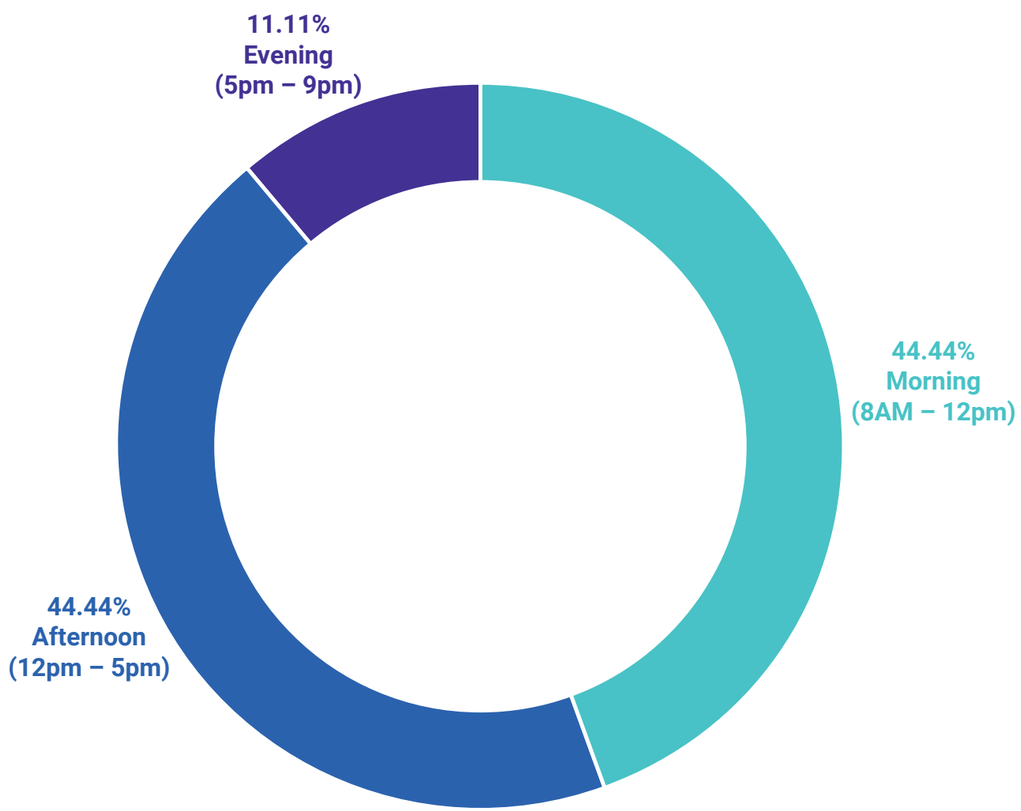
Walk



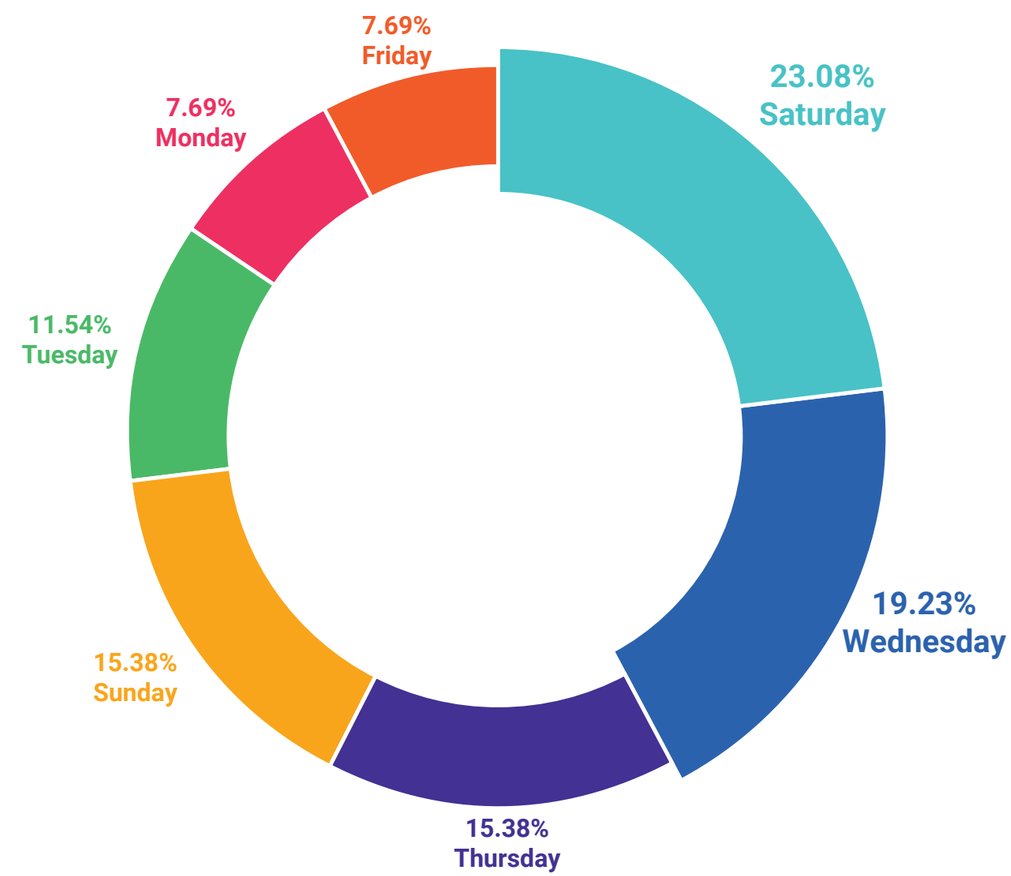
Senior Workshops Responses

When do you prefer to visit the library?

Time of Day



Day of the Week



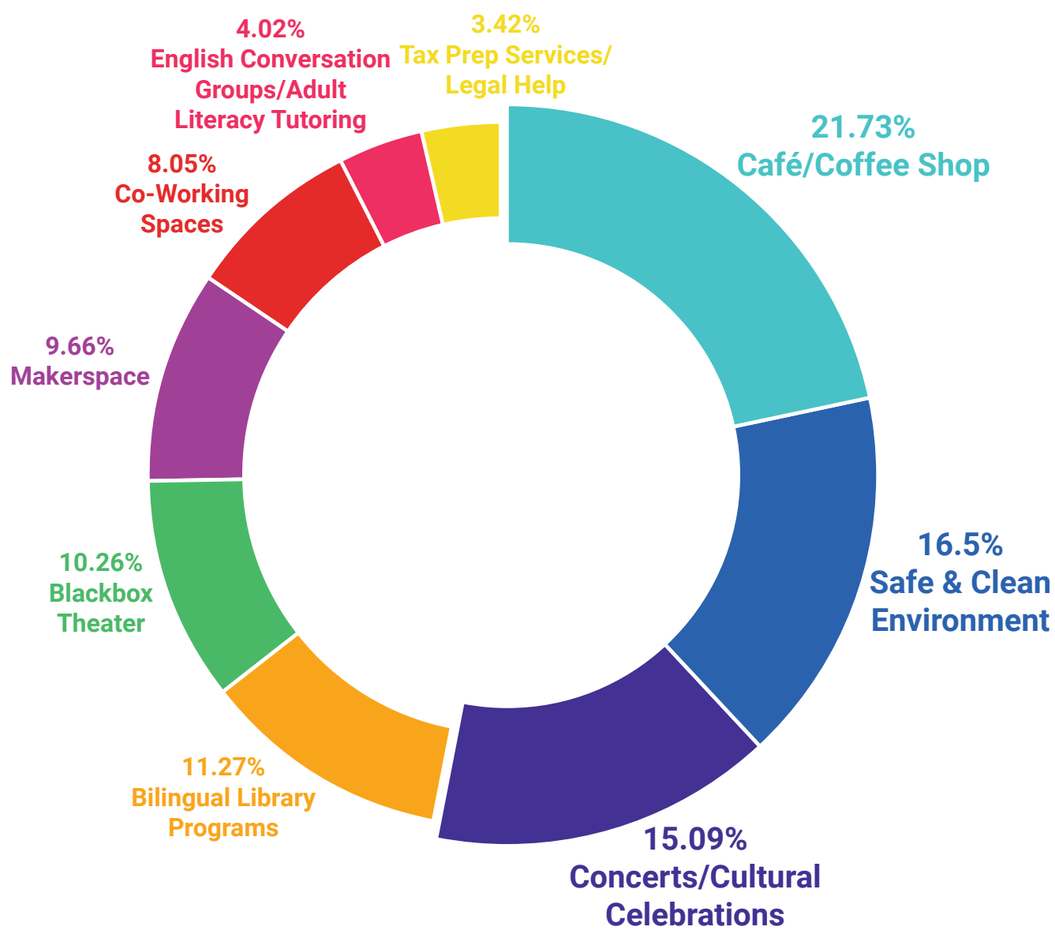
Working Adults Community Survey

What would make you more likely to come to the Library?

Café/Coffee Shop

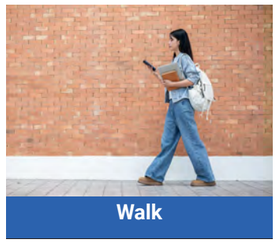
Safe & Clean Environment

Concerts/Cultural Celebrations

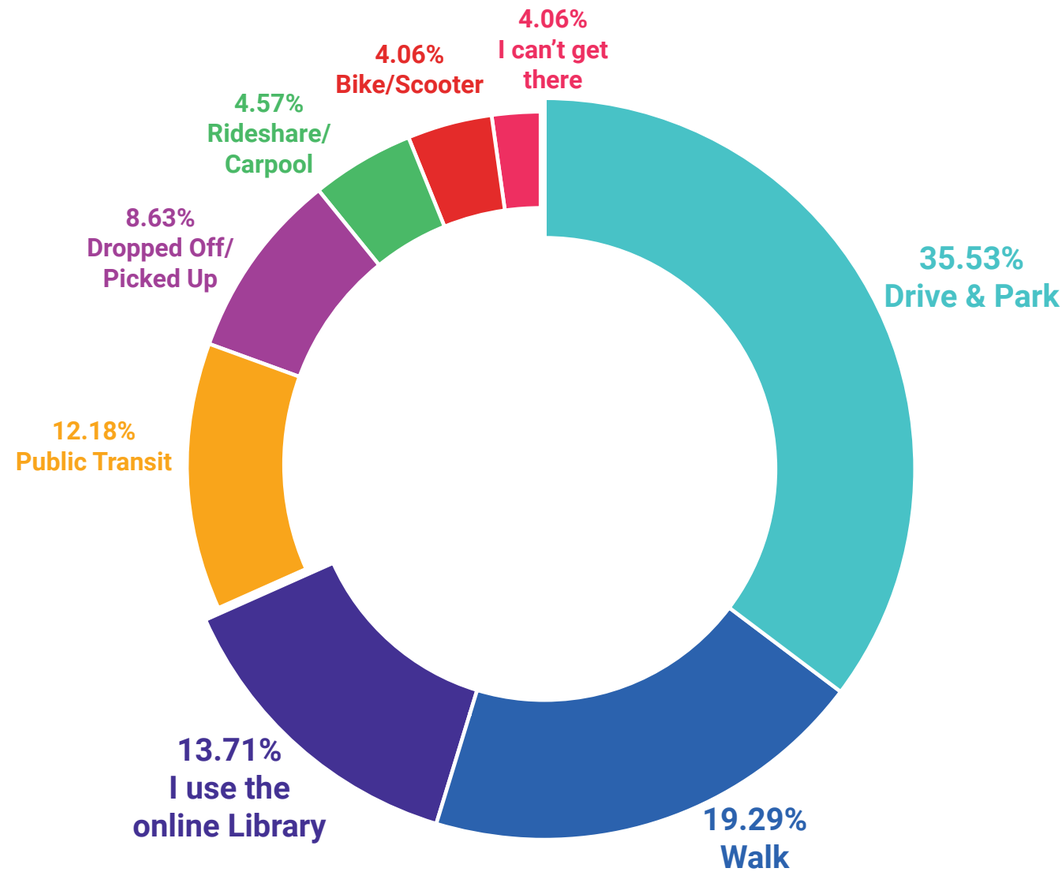


How do you currently get to the library, or how would you prefer to get there in the future?

Drive & Park


Walk

I use the online Library



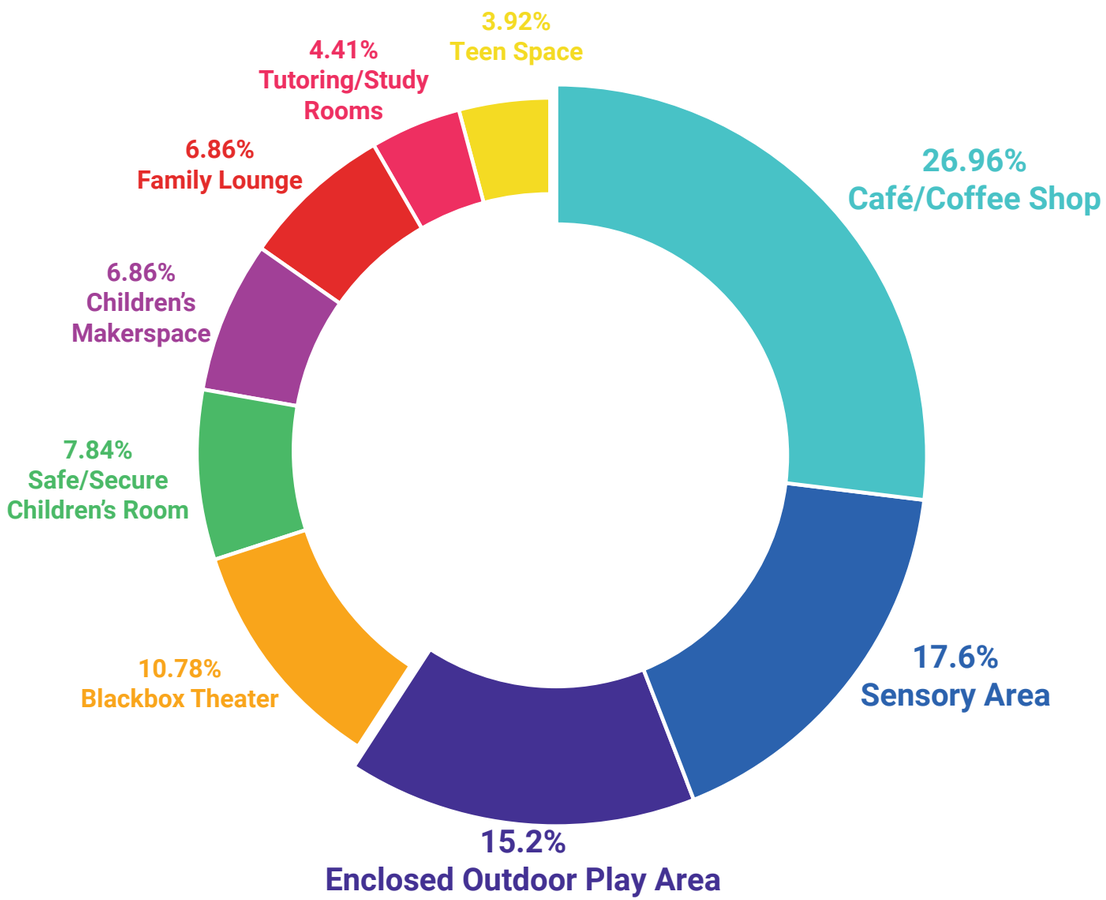
Parents with Young Children Community Survey

What do you want to see in a new Central Library & Public Plaza?

Café/Coffee Shop

Sensory Area

Enclosed Outdoor Play Area

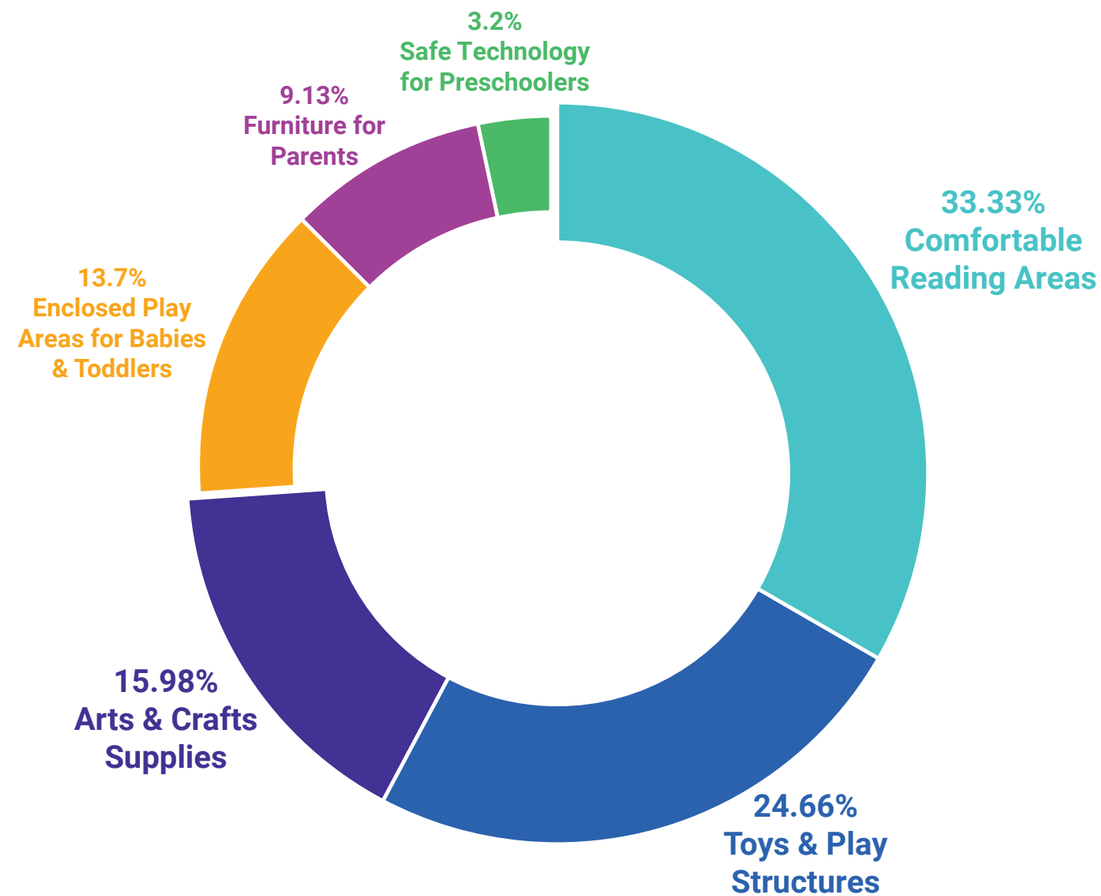


Which services and amenities would you like the library to offer for children?

Comfortable Reading Areas

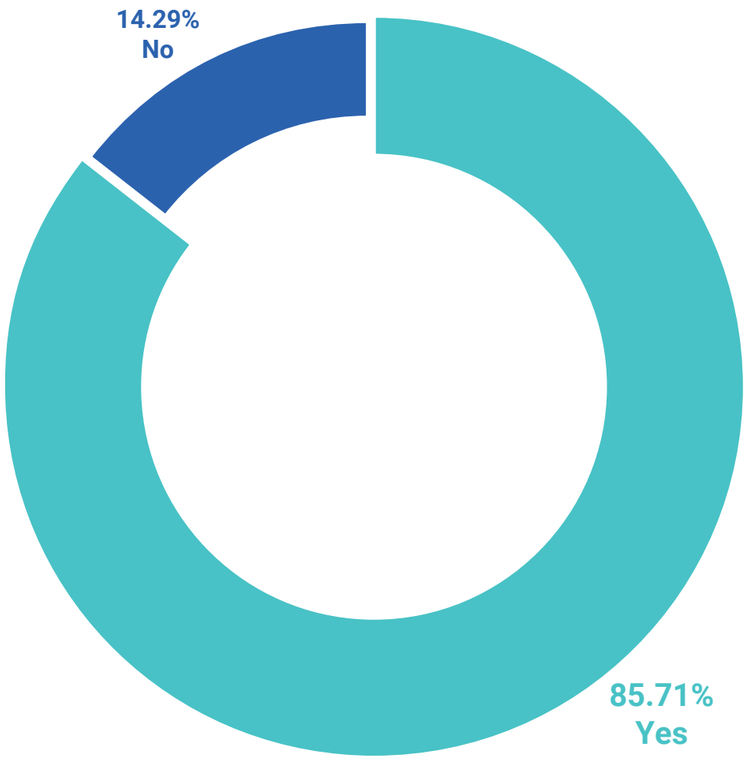
Toys & Play Structures

Arts & Crafts Supplies

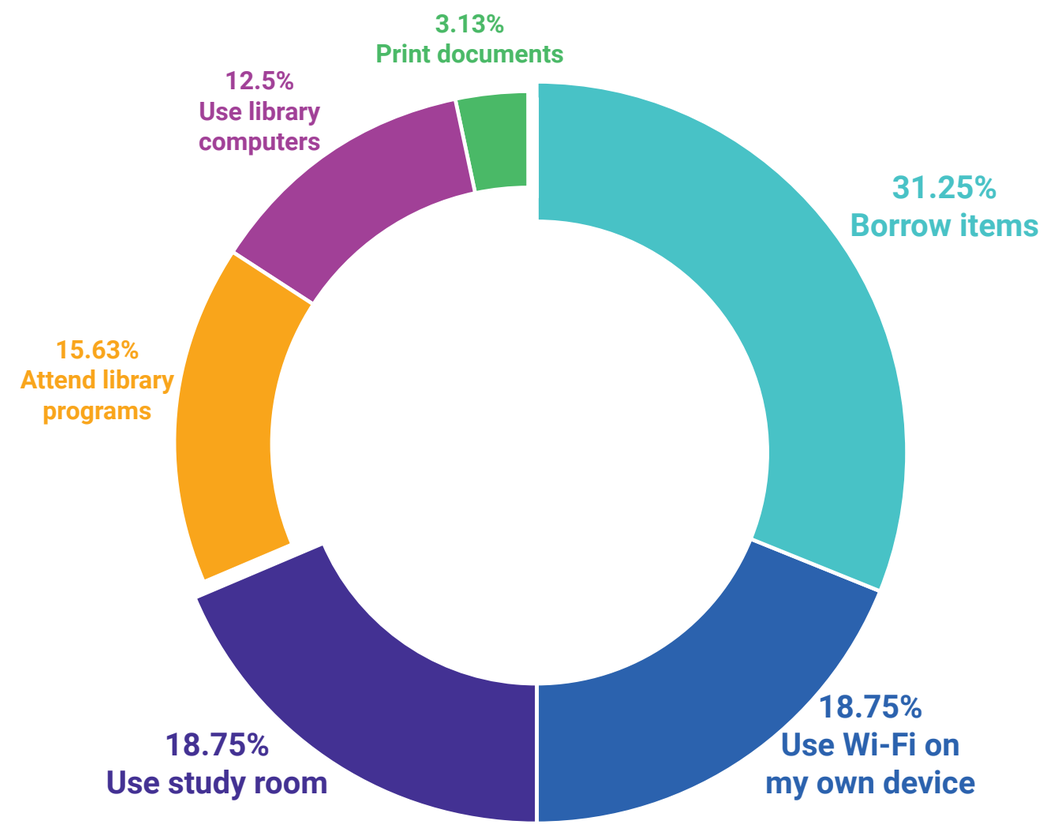


Non-Native English Speakers Survey

Have you heard that we are proposing a new library?



What services do you use in the library now?



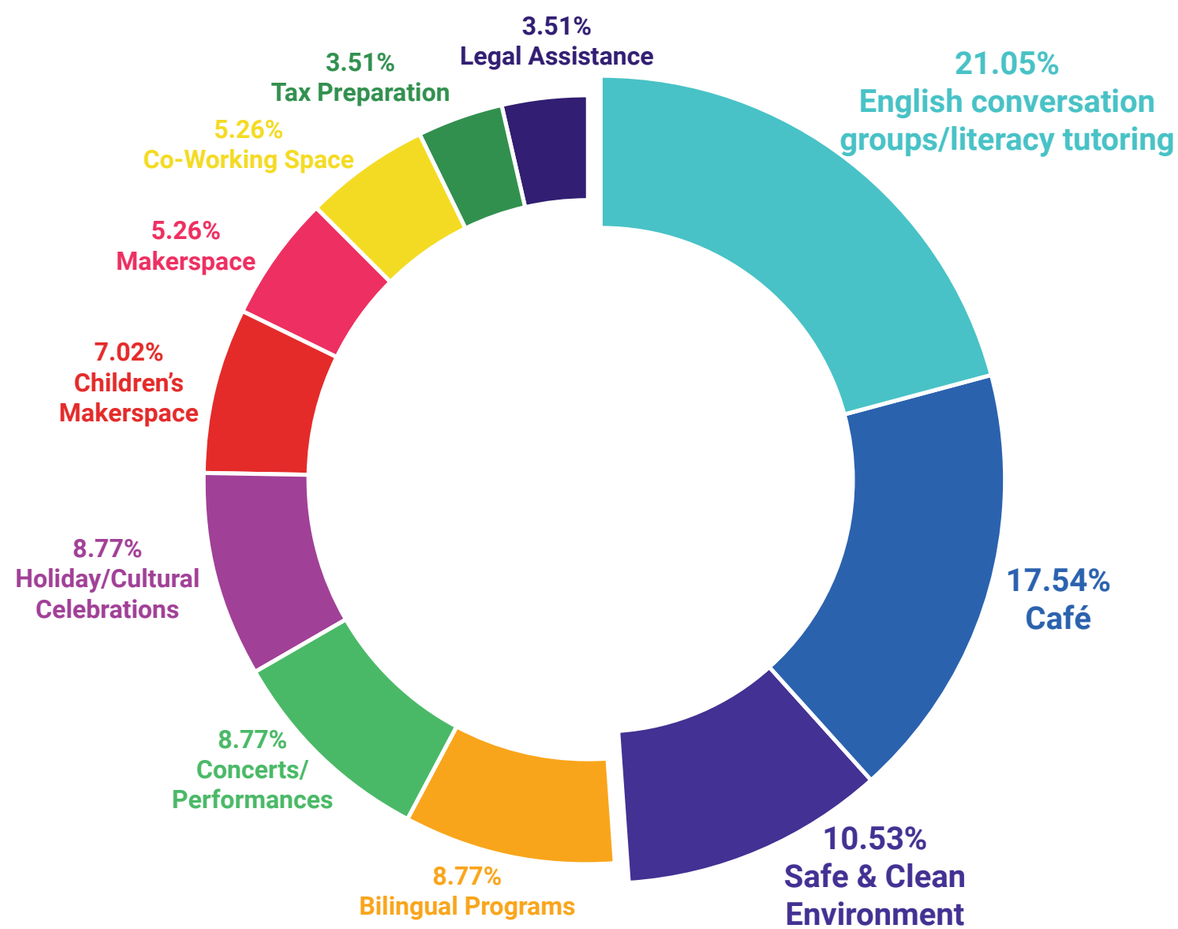
Non-Native English Speakers Survey

What programs and services would you want to see in a new Library?

English conversation groups/literacy tutoring

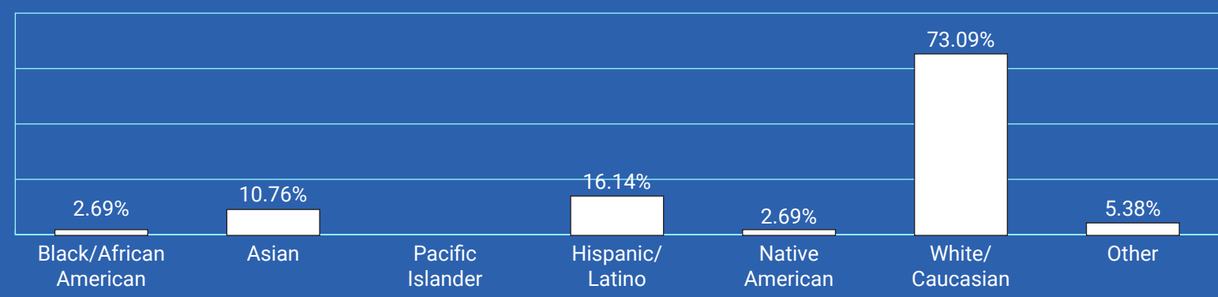
Café

Safe & Clean Environment

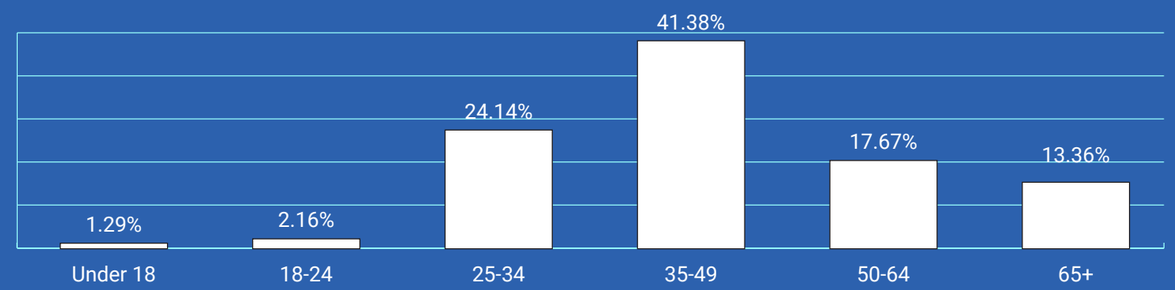


Demographic

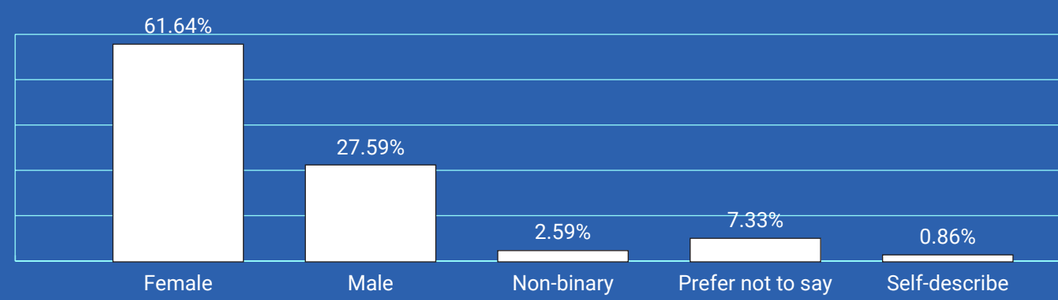
Race and Ethnicity



Age

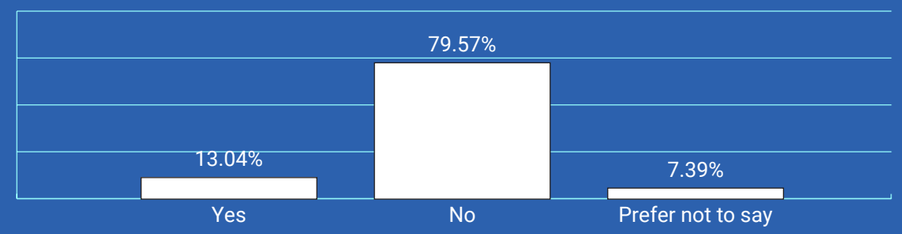


Gender

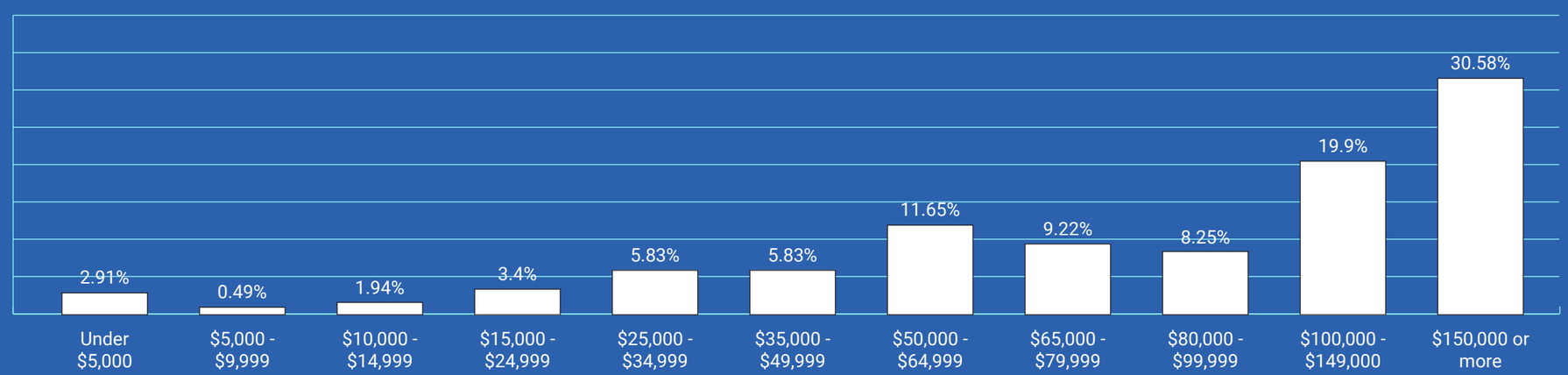


Demographic

Are you a person with a disability?



Annual Earnings



Community Feedback: Recurring Comments

Future Library and Plaza Programming

"Workshops and programming in collaboration with studios or directly with the animation guild"

"Legal library for tenant rights"

"Public health weekly activities/events/ blood donation"

"Business/tech incubator labs"

"Career fairs"

"Publicize your great local archives!"

"Please keep coloring night (color me calm)"

"Native plant/ waterwise, demonstration garden"

Potential Library and Plaza Amenities

"Bike path/parking, I would love to see a lot of light, warm wood. Very eco-friendly overall"

"Free community meeting space with tech for Zoom"

"Study rooms"

"New additional languages such as Chinese in the language hub"

"Large areas for local events like craft and art fairs on weekends + farmers markets"

"Meeting space for up to 200 people or make it an adjustable meeting room where overall will hold many but could be made smaller"

"Autism-friendly space and sensory-friendly activities"

Library Feedback

Accessibility and Inclusive Programming

- Community members want more programs and dedicated spaces for people with disabilities, including safe environments for both children and adults.
- Suggestions include autism-friendly spaces and sensory-friendly activities.
- Respondents recommended partnerships with organizations such as the Lanterman Regional Center to support inclusive programming.
- Residents also noted the importance of considering the needs of seniors and ensuring accessible facilities, including family and gender-neutral restrooms and ergonomic computer areas.
- Suggestions include expanded archives for historical materials, better storage and access to historical collections, and displays highlighting local history.

Programs, Workshops, and Educational Opportunities

- Residents expressed strong interest in hands-on enrichment workshops, such as sewing, woodworking, gardening, painting, drama, and cooking classes.
- Suggested programs include career fairs, public health events, blood drives, and collaborations with local creative industries such as animation studios or guilds.
- Community members would like business and technology incubator labs, legal resources such as tenant rights information, and media labs for creative production.
- Additional ideas include podcast studios, sound booths, recording studios, and photo printing facilities.

Community Spaces and Events

- Residents would like flexible community gathering spaces, including meeting rooms of varying sizes and large rooms accommodating up to 200 people.
- Suggestions include event spaces for author talks, performances, film screenings, craft fairs, and community markets.

Library Amenities and Features

- Respondents requested additional amenities such as study rooms, soundproof recording booths, nursing/nap areas for babies, and comfortable lounge areas separated from quiet reading areas.
- A cafe or coffee bar and a visible, expanded Friends of the Library bookstore were frequently requested.
- Residents also suggested tool-lending and craft-lending libraries, allowing users to borrow items such as sewing machines or tools or try them on-site.
- Additional features mentioned include seed libraries, bike parking, and repair workshops, and kitchen spaces for classes.

Arts, Culture, and Creative Spaces

- Residents want the library to support local artists through gallery and exhibit spaces.
- Suggestions include art exhibit areas, community art collaborations, and creative maker spaces for mixed media projects.
- Community members also proposed display areas for Rose Parade floats and memorabilia.
- There was interest in film-related installations for the DVD section and creative programming such as author signings and musical events.

Library Feedback

Building Design, Infrastructure, and Operations

- Respondents emphasized the need for modern, functional facilities and improved staff workspaces.
- Many recommended that the library's exterior design complement nearby civic buildings such as City Hall.
- Some residents raised concerns about limited library hours and suggested expanding access.

Sustainability and Design

- Many respondents emphasized eco-friendly design, including solar panels, natural lighting, warm wood materials, and environmentally sustainable architecture.
- Residents also proposed eco-workspaces for environmental education and after-school programs.

History, Archives, and Cultural Preservation

- Community members emphasized the importance of preserving and promoting Burbank's history.
- Suggestions include expanded archives for historical materials, better storage and access to historical collections, and displays highlighting local history.

Plaza/Open Space Feedback

History and Cultural Preservation

- Community members emphasized the importance of preserving and promoting Burbank's history.

Community Spaces and Events

- Outdoor community activation ideas include gazebos, food trucks, weekend markets, and local art fairs.
- Community members also suggested a performance venue with a stage and good acoustics to support local performing arts groups lacking adequate space in the city.
- Flexible design of the plaza hardscape to allow for various types of programming.

Sustainability and Outdoor Spaces

- Suggestions include community gardens, native plant gardens, demonstration gardens, and seed banks focused on water-wise landscaping.
- Improved bike infrastructure and outdoor gathering spaces were also suggested.

Parking

- There is a need to provide flexible parking options, such as extending time limits for library programs and offering free or validated parking for library and community service users, while also discouraging overflow parking in surrounding areas.
- Some comments emphasize avoiding building a large parking structure and instead encouraging biking and improving access to public transportation. Existing parking capacity should be evaluated before building a new garage to minimize reliance on a large structure.
- A few comments suggest activating sidewalks on all sides and potentially transforming parking structures into community assets with features like rooftop gardens and green walls.

Overall Project Feedback

Partnerships and Community Engagement

- Residents encouraged stronger partnerships with the school district (BUSD), community organizations, and city departments.
- Suggestions included engaging parents through schools and collaborating with police, public works, artists, and nonprofits on programming.

Support for Unhoused Individuals

- Community members support providing services for unhoused individuals but emphasize the need for stronger security and faster response times to maintain safety for families and children.
- Suggestions include on-site showers, restrooms, a sheltered area, and space where unhoused individuals can safely access amenities and resources.
- Community members recommend expanded social services, including access to social workers, case managers, and resource connections at the library.
- Additional ideas include temporary storage for personal belongings and improved technology access and infrastructure for unhoused users.
- Some respondents emphasized that public restrooms should remain accessible even when the library is closed.

ATTACHMENT 5
DEVELOPMENT REVIEW DECISION LETTER

[PAGE LEFT INTENTIONALLY BLANK]

CITY OF BURBANK

COMMUNITY DEVELOPMENT

April 23, 2026

HOUSTON DRUM / MOCA SYSTEMS, INC.
210 PROGRESS, SUITE 240
IRVINE, CA, 92618

Via email: houston.drum@mocasystems.com

RE: Notice of Decision – Approval
PROJECT NO. 26-0000745 – Development Review
301 E. Olive Avenue

Dear Mr. Houston Drum,

This letter is to notify you that the Community Development Director has approved your application for **Development Review** to construct a new combined Central Library and Civic Center building; parking structure; public plaza and open space; and associated improvements on the Project site referenced above in the Planned Development 2002-2 (PD2002-2) zone (Attachment A), pursuant to the ability of staff to affirmatively determine the project satisfies the requisites for approval (Attachment C) upon implementation of the attached Conditions of Approval (Attachment D).

Please be advised that the decision of the Community Development Director will become final fifteen (15) days from the date of this letter unless the decision is appealed to the Planning Commission. Any appeal of the Director's decision must be submitted to the Planning Division with the applicable filing fee prior to the expiration of the fifteen (15) day appeal period, or **by 5:00 p.m. on May 8, 2026**. If no appeal is filed, then you may submit to the Building & Safety Division for Building Plan Check review the first business day following the conclusion of the 15-day appeal period. If appealed, this decision will be set aside, and the Planning Commission will conduct a De Novo review of the application and make a decision. The Planning Commission decision is final and cannot be appealed. If you have any questions concerning this letter, please contact me by phone at (818) 238-5250 or by email at DKim@burbankca.gov.

Sincerely,

David Kim
Senior Planner
Community Development Department

for P. Prescott
Patrick Prescott,
Community Development Director

Enc:

Attachment A	Approved Plans
Attachment B	Project Summary and Background Information
Attachment C	Findings for Granting a Development Review Approval
Attachment D	Conditions of Approval
Attachment E	Addendum to the Mitigated Negative Declaration

Cc: Eric P. Lashley – elashley@burbankca.gov

ATTACHMENT A

Approved Plans

DRAFT

NEW BURBANK LIBRARY AND CIVIC CENTER

DEVELOPMENT REVIEW AMENDMENT DRAFT

APRIL 21, 2026

DRAFT

Text by MOCA Systems, Inc.

All Rights Reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or any other information storage and retrieval system, without prior permission in writing from MOCA Systems, Inc.

Issued in 2026 for printed softcover and digital reading in the United States by:

MOCA Systems, Inc.
210 Progress Suite 240
Irvine, CA 92618
www.mocasystems.com

DRAFT

TABLE OF CONTENTS

PROPOSAL

Project Cover Sheet 05

Site Plans:
- Existing 06
- Demo 07
- Diagram of Limits 08
- Proposed 09
- Circulations 10

Site Plans with Program:
- Level 1 11
- Level 2 12
- Level 3 13
- Level 4 14

Site Elevations with Program:
- East Olive Ave 15
- North 3rd St 16
- East Orange Grove Ave 17
- North Glenoaks Blvd 18

DRAFT

PROPOSAL

DRAFT

PROJECT COVER SHEET

SITE ADDRESS: 301 East Olive Ave

APN: 2453-008-900, 2453-008-903, 2453-008-905, 2453-008-908, 2453-008-910, 2453-008-912

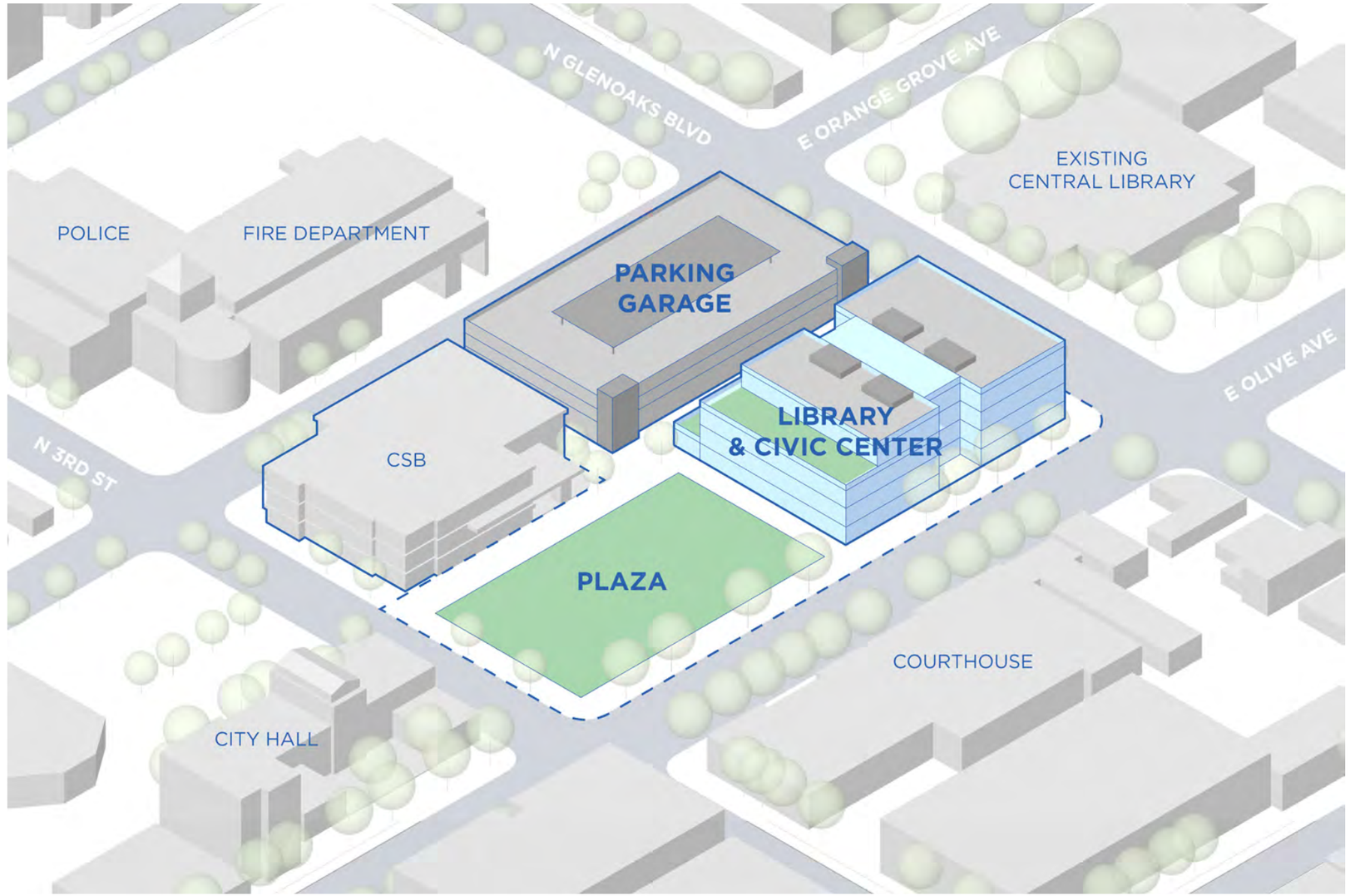
ZONING: PD2002-2

LOT AREA: 3.33 ACRES*

PROJECT AREA:

Total Project Site Area	157,000 GSF**
Library and Civic Center Building (Max)	119,000 GSF 4 levels
Program Breakdown (Min)	
• Entry/ Lobby	8,400 SF
• Library	40,850 SF
• Shared Programs	25,980 SF
• City Offices	22,080 SF
Structured Parking Facility	310 Stalls 4 levels
Public Plaza and Open Space (Min)	38,280 GSF***
Other Site, Circulation, Street-scape	32,440 GSF

* refer to Boundary of Work on Site Plan - Existing
** refer to Property Line on Site Plan - Existing
*** refer to Plaza boundary on Site Plan - Diagram of Limits



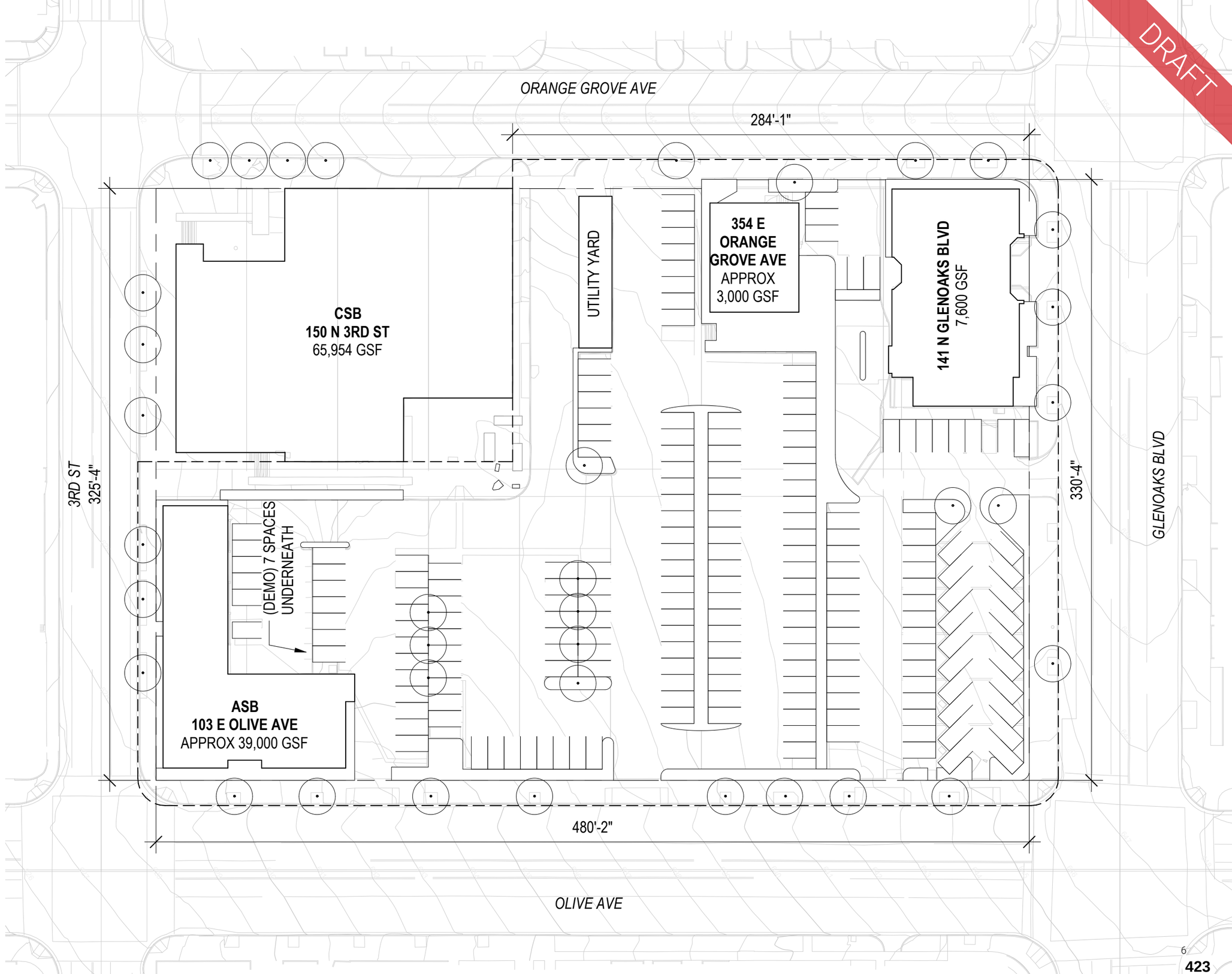
Isometric Aerial of Site Boundary of Work - Proposed

EXISTING SITE PLAN

NEW BURBANK LIBRARY AND CIVIC CENTER

Property Line

Boundary of Work



N

SCALE: 1" = 50'

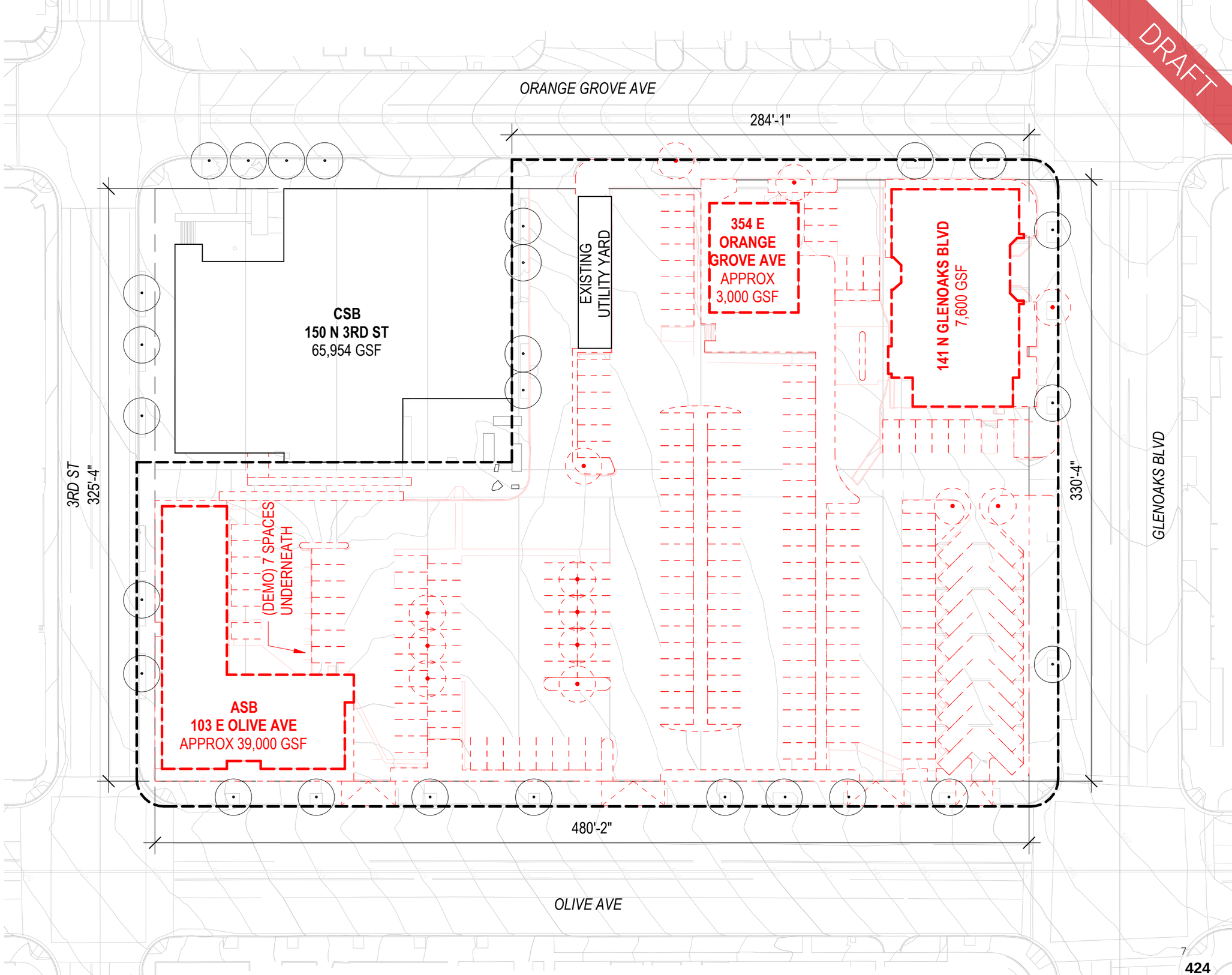
DEMO SITE PLAN

NEW BURBANK LIBRARY AND CIVIC CENTER

Property Line

Boundary of Work

Demolition



N

SCALE: 1" = 50'

MOCA SYSTEMS, INC. | APRIL 2026

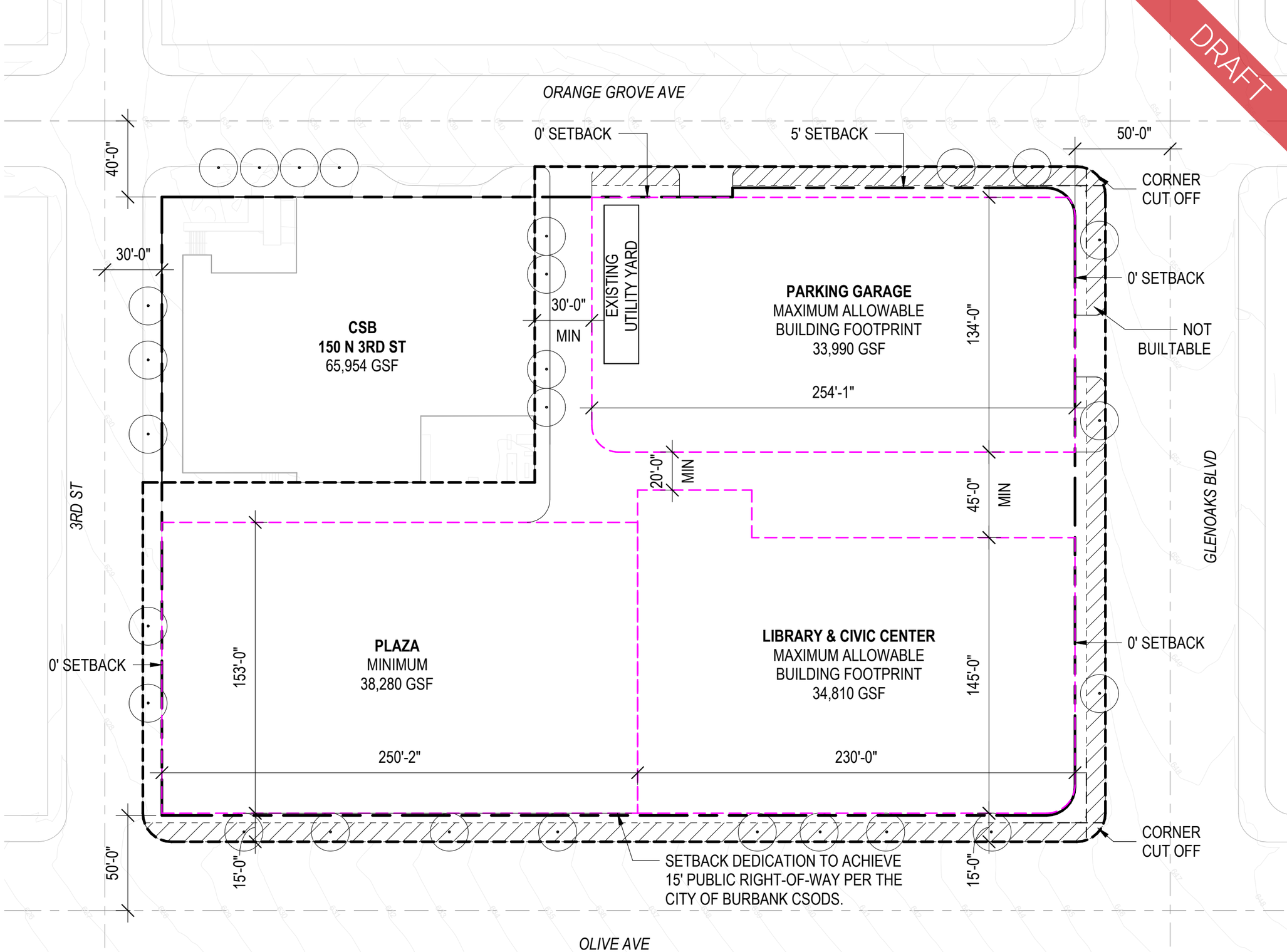
SITE PLAN - DIAGRAM OF LIMITS

NEW BURBANK LIBRARY AND CIVIC CENTER

Property Line

Boundary of Work

Maximum Boundary



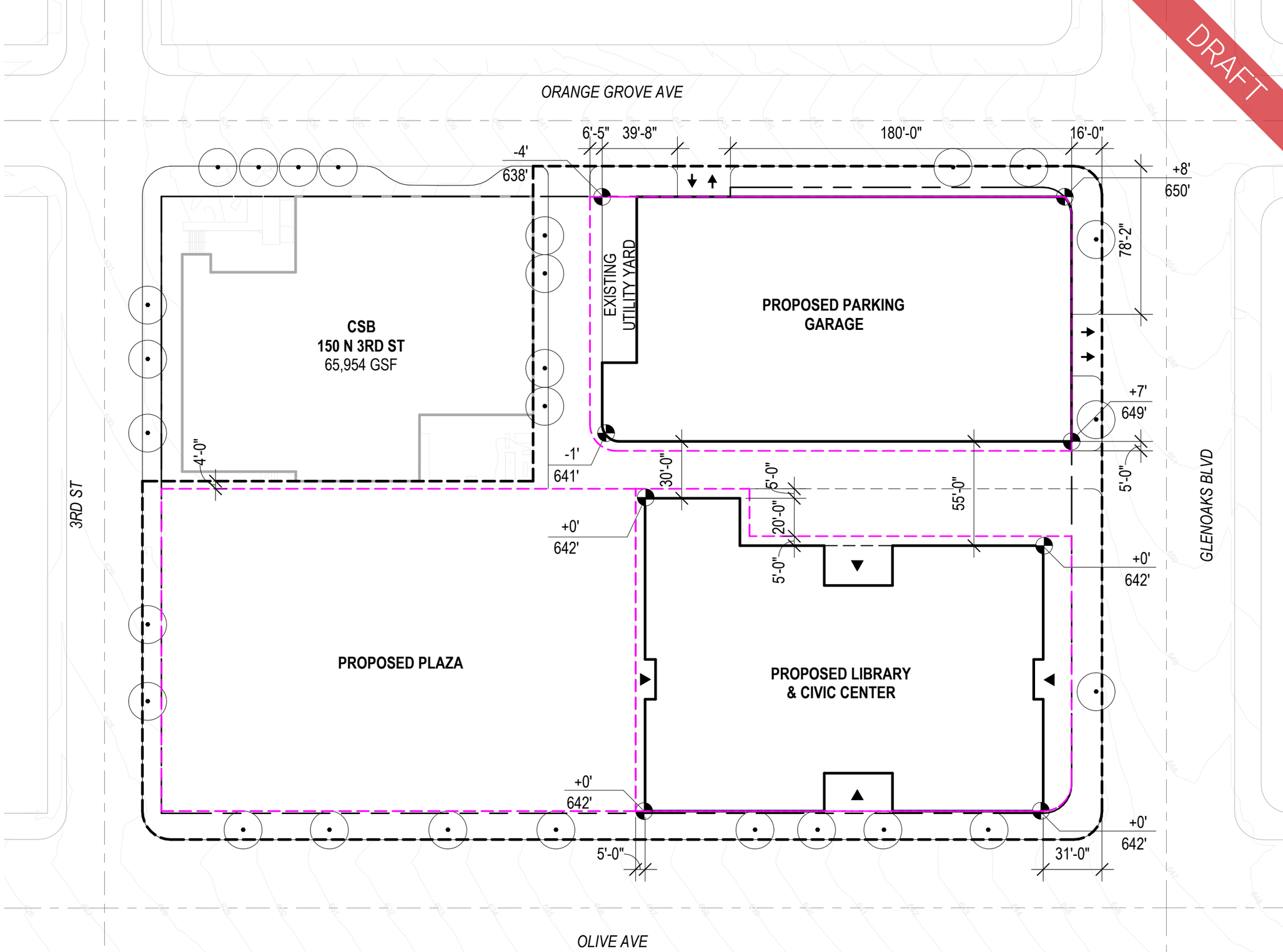
N

SCALE: 1" = 50'

SITE PLAN - PROPOSED

NEW BURBANK LIBRARY AND CIVIC CENTER

- Property Line
- Boundary of Work
- Maximum Boundary
- Building Outline
- Building Entry/Exit
- Parking Entry/Exit



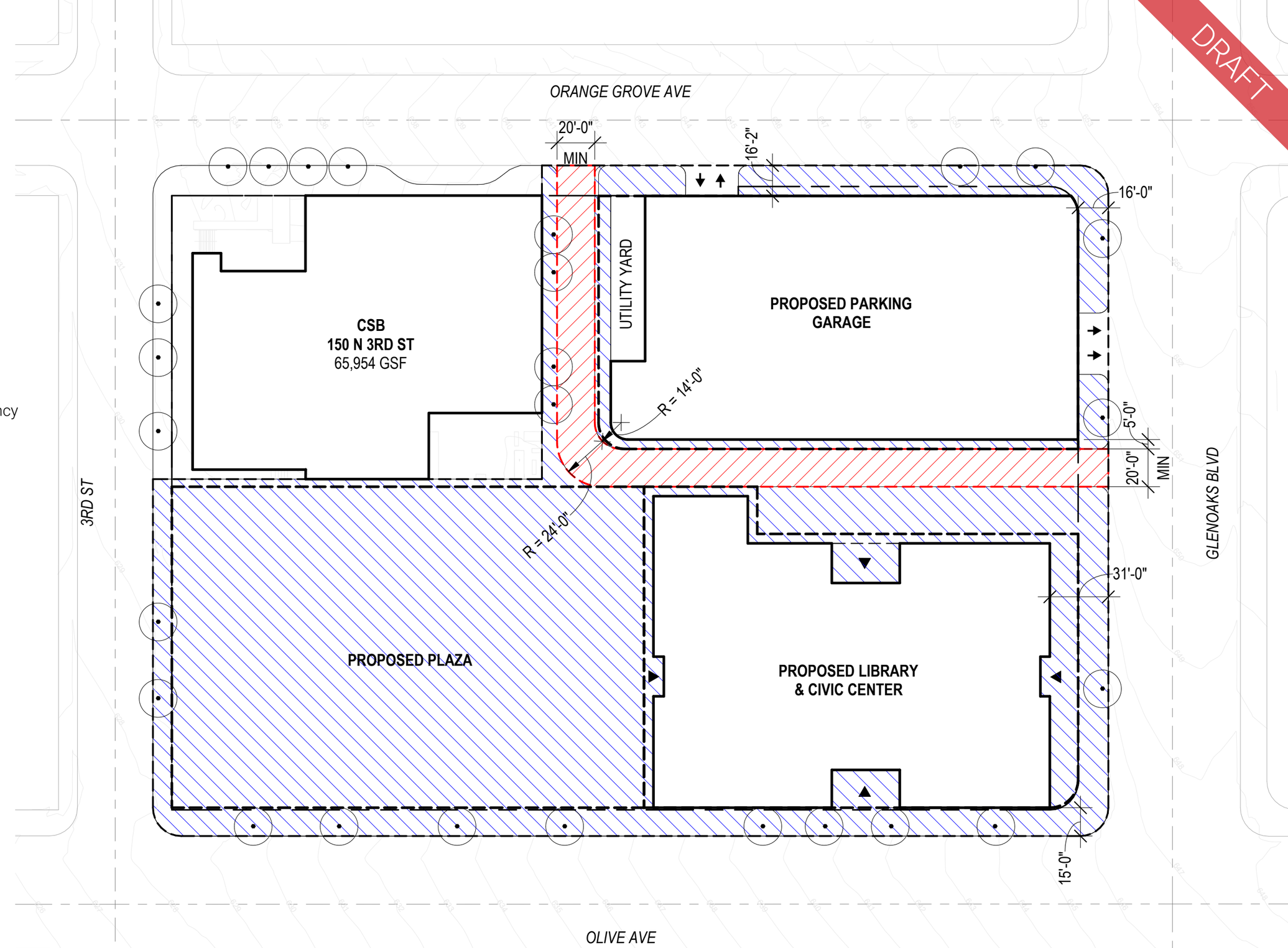
N

SCALE: 1" = 50'

SITE PLAN - CIRCULATIONS

NEW BURBANK LIBRARY AND CIVIC CENTER

- Property Line
- Boundary of Work
- Maximum Boundary
- Building Outline
- Building Entry/Exit
- Parking Entry/Exit
- Service and Emergency Vehicle Path
- Pedestrian Zone



N

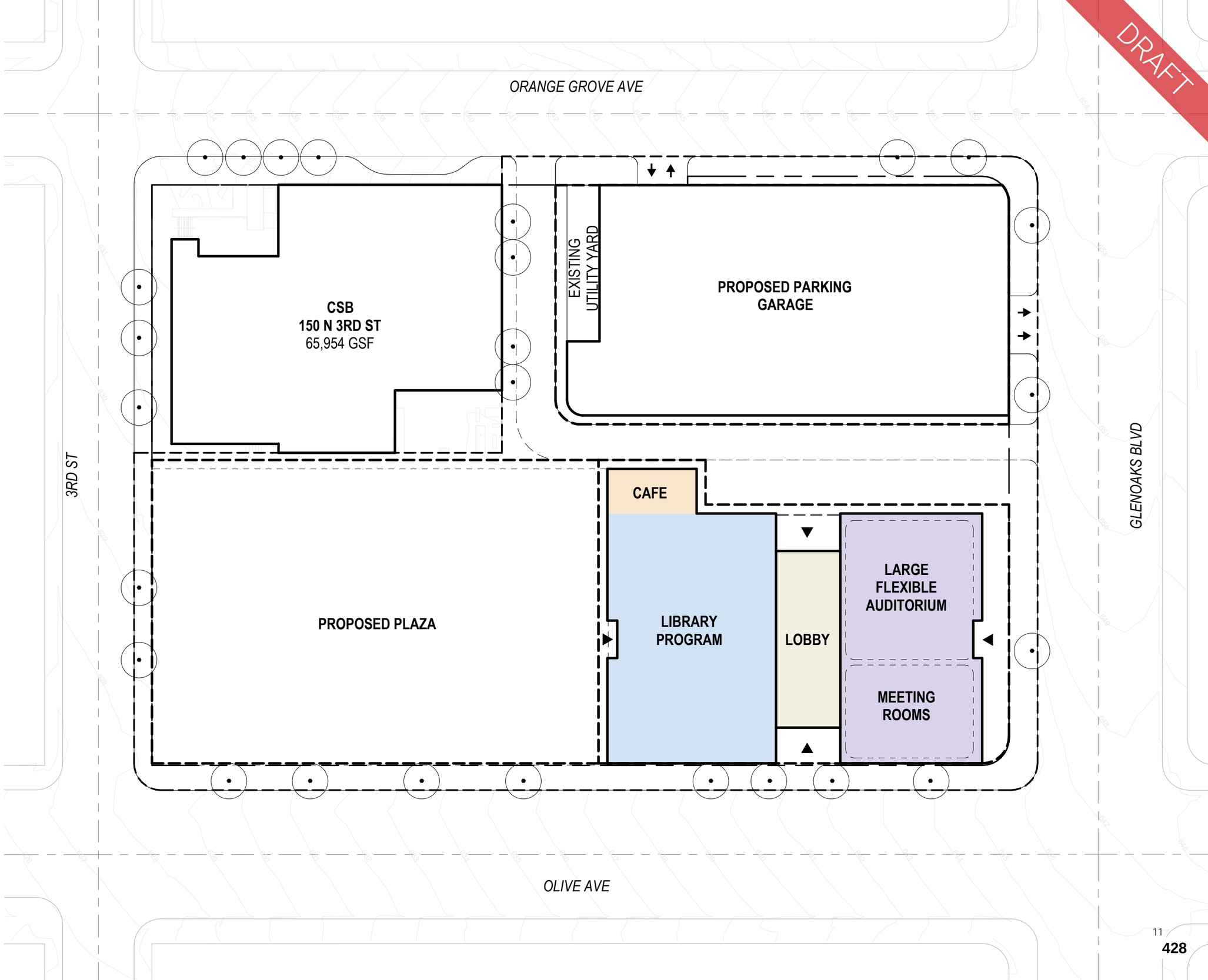
SCALE: 1" = 50'

MOCA SYSTEMS, INC. | APRIL 2026

SITE PLAN - LEVEL 1

NEW BURBANK LIBRARY AND CIVIC CENTER

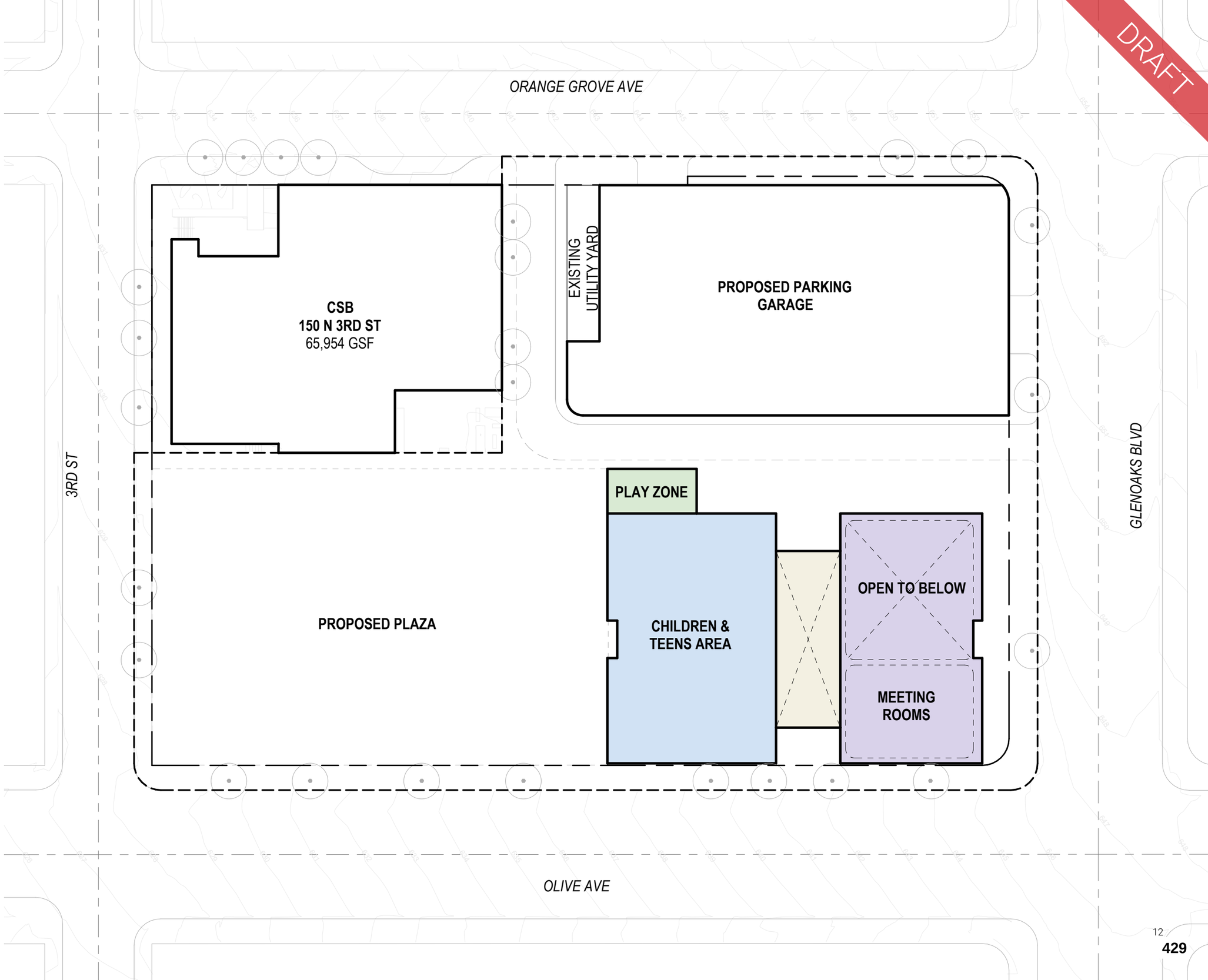
- LOBBY & ATRIUM
- SHARED
- LIBRARY
- OFFICE
- OPEN SPACE
- CAFE



SITE PLAN - LEVEL 2

NEW BURBANK LIBRARY AND CIVIC CENTER

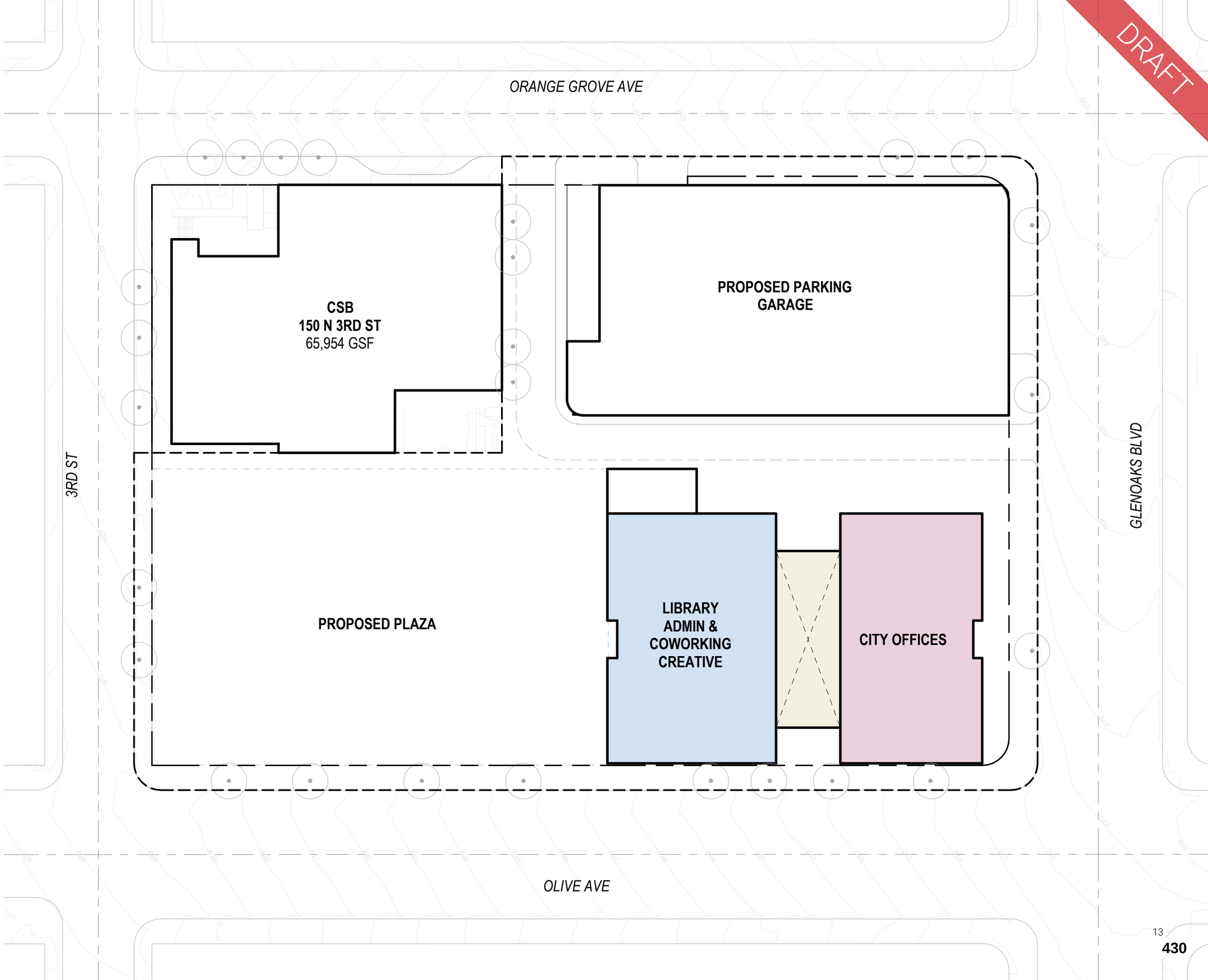
- LOBBY & ATRIUM
- SHARED
- LIBRARY
- OFFICE
- OPEN SPACE



SITE PLAN - LEVEL 3

NEW BURBANK LIBRARY AND CIVIC CENTER

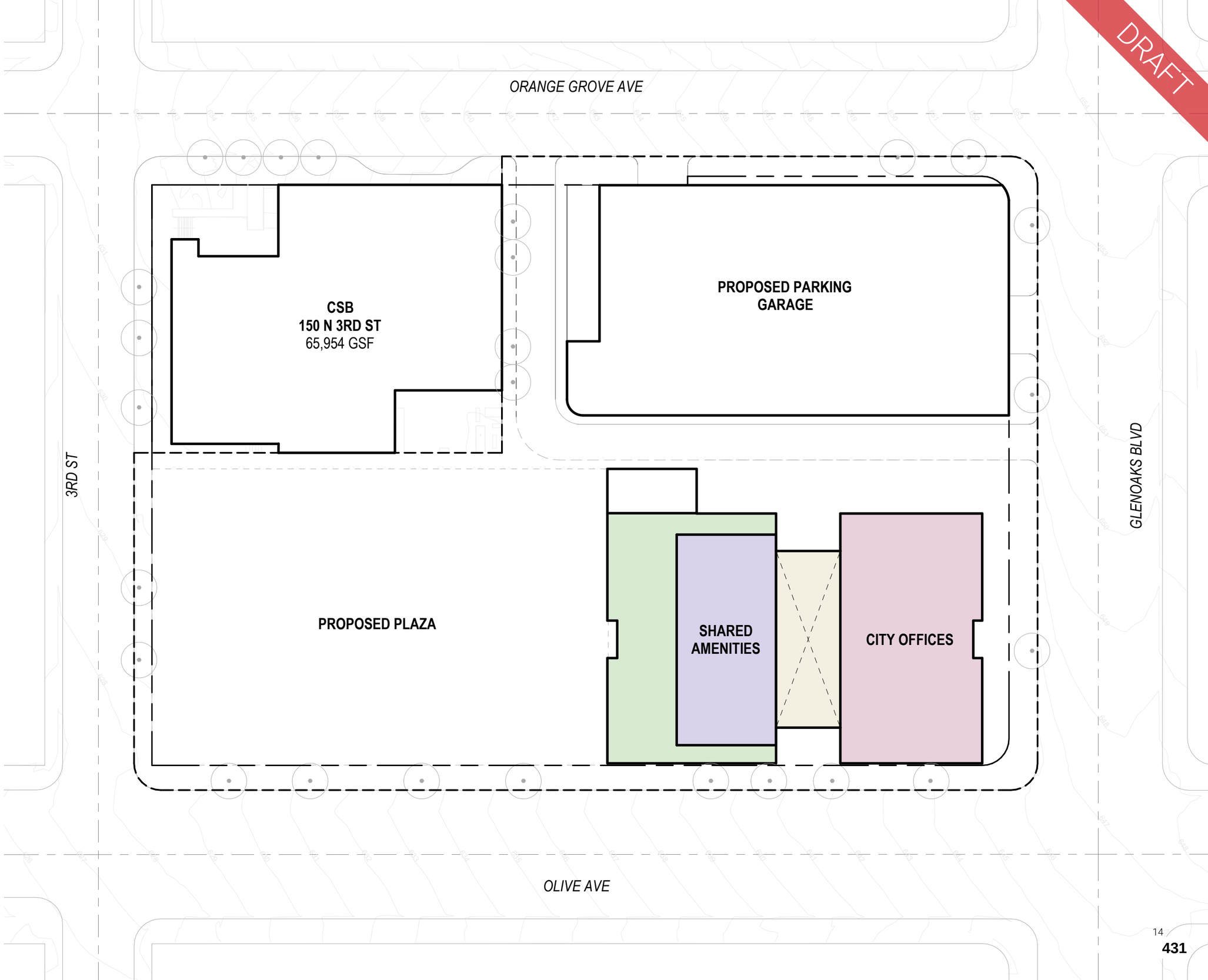
- LOBBY & ATRIUM
- SHARED
- LIBRARY
- OFFICE
- OPEN SPACE



SITE PLAN - LEVEL 4

NEW BURBANK LIBRARY AND CIVIC CENTER

- LOBBY & ATRIUM
- SHARED
- LIBRARY
- OFFICE
- OPEN SPACE



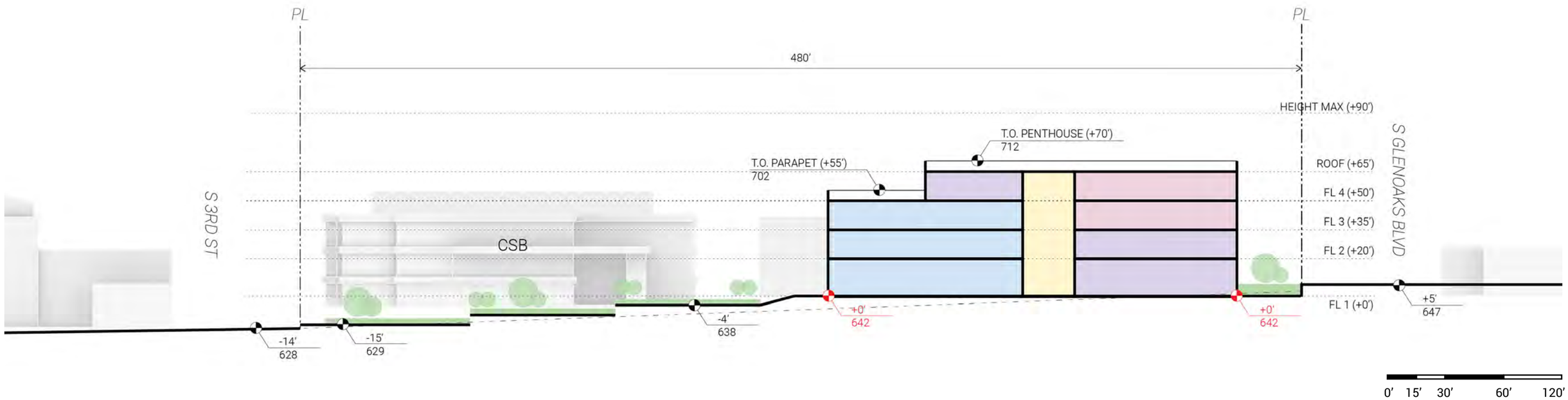
DRAFT

ELEVATION - EAST OLIVE AVE

NEW BURBANK LIBRARY AND CIVIC CENTER

- LOBBY & ENTRIES
- SHARED
- LIBRARY
- OFFICE
- OPEN SPACE

PROJECT HEIGHT
SEA LEVEL HEIGHT

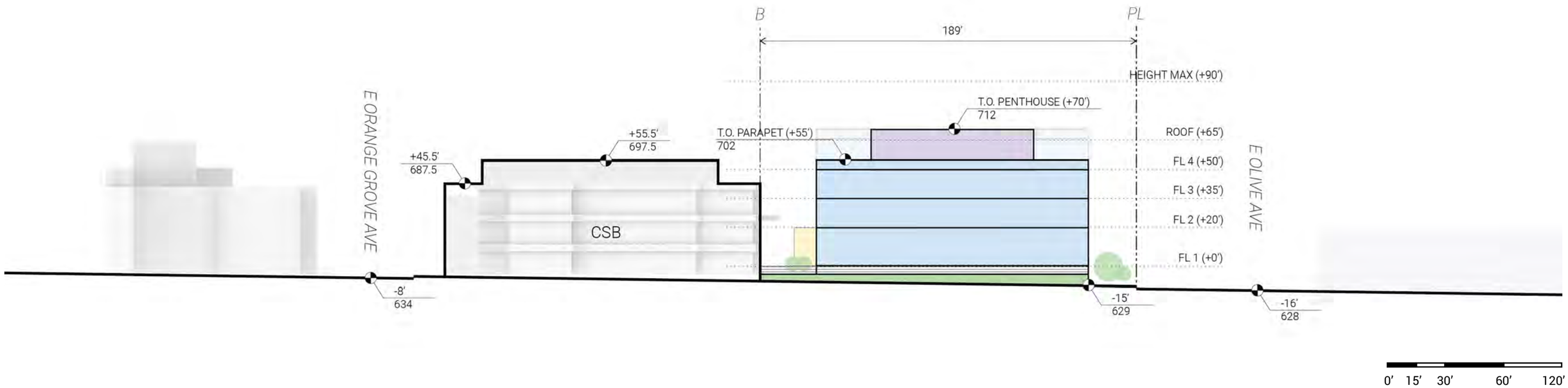


ELEVATION - NORTH 3RD ST

NEW BURBANK LIBRARY AND CIVIC CENTER

- LOBBY & ENTRIES
- SHARED
- LIBRARY
- OFFICE
- OPEN SPACE

PROJECT HEIGHT
SEA LEVEL HEIGHT



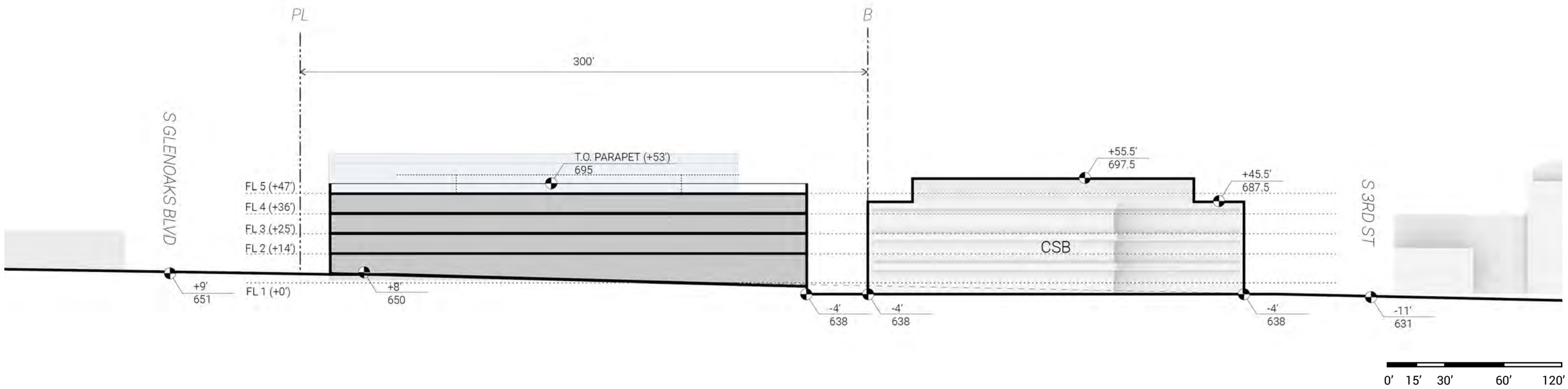
DRAFT

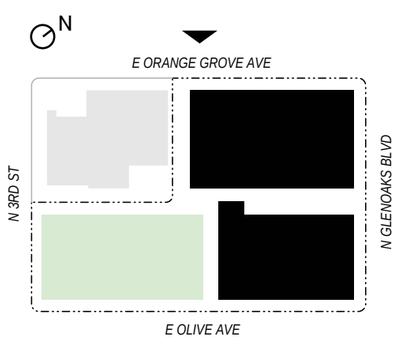
ELEVATION - EAST ORANGE GROVE AVE

NEW BURBANK LIBRARY AND CIVIC CENTER

- LOBBY & ENTRIES
- SHARED
- LIBRARY
- OFFICE
- OPEN SPACE

PROJECT HEIGHT
SEA LEVEL HEIGHT





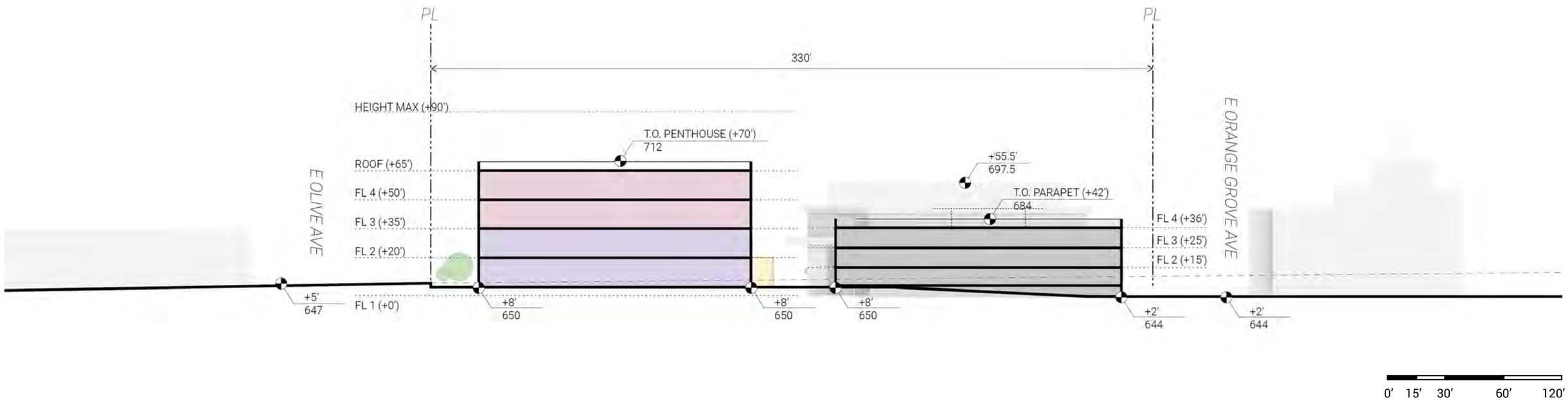
DRAFT

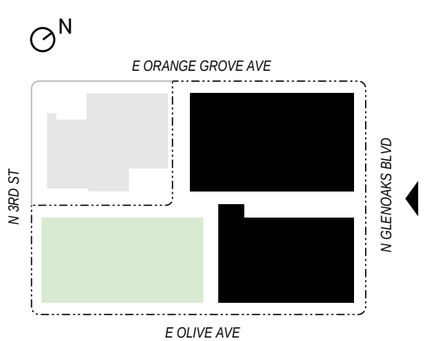
ELEVATION - NORTH GLENOAKS BLVD

NEW BURBANK LIBRARY AND CIVIC CENTER

- LOBBY & ENTRIES
- SHARED
- LIBRARY
- OFFICE
- OPEN SPACE

PROJECT HEIGHT
SEA LEVEL HEIGHT





DRAFT

DRAFT

END OF DOCUMENT

ATTACHMENT B

Project Summary and Background Information

APPLICANT: Houston Drum / MOCA Systems Inc.

PROJECT TITLE: 26-0000745 – Development Review

PROJECT ADDRESS: 301 E. Olive Avenue

Zoning: Planned Development 2002-2 **GENERAL PLAN**: Institutional

SITE AND NEIGHORHOOD CONTEXT:
The 157,000-square-foot (3.6 acre) Project site is currently developed with an existing 65,954 square foot Community Services Building, 39,000 square foot Administrative Services Building; 3,000 square foot Bike Angel portable structure; 7,600 square foot vacant commercial building (previously occupied by Wells Fargo Bank); and surface parking lots. The Project site is located within the existing Burbank Center Plan area and is bounded by North Glenoaks Boulevard, East Olive Avenue, North Third Street, and East Orange Grove Avenue. The surrounding neighborhood context consists of commercial businesses, Burbank Police and Fire Department facility, Burbank City Hall, and the existing Burbank Central Library.

PROJECT DESCRIPTION:
The Project proposes to construct a new Burbank Central Library and Civic Center development: (1) new combined Central Library and Civic Center building – four (4)-stories with up to 119,000 square feet of floor area; (2) new above-grade parking garage structure – 4-stories with 310 parking stalls; (3) new public plaza and open space area – 42,430 square feet of area; and new site, circulation, streetscape improvements – 32,440 square feet of area. The Project involves the demolition/removal of the existing Administrative Services Building, Bike Angel portable structure, vacant commercial building, and the existing surface parking lots. The existing Community Services Building will remain.

MUNICIPAL CODE CONFORMANCE: The Project has been evaluated for consistency with the PD2002-2 zone and the Burbank Municipal Code (BMC) and, as conditioned, the Project will be consistent with the approved PD2002-2 (Civic Center Master Plan Project) and the BMC. See Attachment C for the Project's consistency with the DR required finding, and Attachment D for the complete list of Conditions of approval

ENVIRONMENTAL REVIEW: Staff determined that the proposed Project is in compliance with the previously prepared environmental assessment and therefore has prepared an Addendum to the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) Guidelines 15164 (Attachment E).

DATE SIGN POSTED ON-SITE: March 18, 2026

DATE PUBLIC NOTICE MAILED: March 18, 2026

DATE COMMUNITY MEETING HELD: April 2, 2026

ATTACHMENT C

Analysis of Requisite Findings for Granting a Development Review Approval

The Community Development Director must find that the proposed Project satisfies the requisite findings contained in the Burbank Municipal Code (BMC) Section 10-1-1912(A) necessary for approval of a Development Review Application, subject to the Conditions of Approval in Attachment D.

10-1-1912.A *A Development Review application shall be approved if the Director, or if appealed, the Planning Commission, finds that the application/project is consistent with all provisions of this Code. Any application not meeting code may be approved with conditions that assure code compliance.*

The Project (DR No. 26-0000745) was evaluated for compliance with the BMC. The Project was determined to be consistent with the development that was approved under PD2002-2 (Civic Center Master Plan Project). With the recommended conditions of approval, as provided in Attachment D of this decision letter, the Project would comply with the requirements of the PD2002-2 zone and the BMC. Therefore, this finding can be made.

ATTACHMENT D

Conditions of Approval

CDD – Planning Division

1. Project No. 26-0000745 approves a Development Review to construct a new Burbank Central Library and Civic Center at property address 301 E. Olive Avenue, in the PD2002-2 (Planned Development) Zone. The Project consist of the following work: (1) new combined Central Library and Civic Center building – four (4)-stories with up to 119,000 square feet of floor area; (2) new above-grade parking garage structure – 4-stories with 310 parking stalls; (3) new public plaza and open space area – 42,430 square feet of area; and new site, circulation, streetscape improvements – 32,440 square feet of area. The Project involves the demolition/removal of the existing Administrative Services Building, Bike Angel portable structure, the vacant commercial building on the corner of North Glenoaks Blvd. and East Orange Grove Ave., and the existing surface parking lots. The existing Community Services Building will remain. The Project site is bounded by North Third Street, East Olive Avenue, North Glenoaks Boulevard, and East Orange Grove Avenue. Unless otherwise approved by the Community Development Director or his/her designee, the Project plans shall be substantial conformance with the conceptual plans approved on April 23, 2026 (Attachment A). The Community Development Director or their designee may determine what minor modifications to the approved plans may be considered to be in substantial conformance.

2. Unless otherwise modified by this entitlement or preempted by state or federal law, the Project shall comply with the approved PD2002-2 Zone and the applicable development standards of BMC Title 10 (Zoning Regulations), Chapter 1 (Zoning). Compliance with these standards will be verified at the time of building permit submittal.

3. This permit shall expire if the scope of work is not initiated within three (3) years of the date of this approval (expires on April 23, 2029), or the final decision following an appeal, unless the Property Owner or Permittee has diligently developed the proposed project as shown by the issuance of a demolition, grading, foundation, or building permit and the construction of substantial improvements. Any period of time during which the project is subject to a legal challenge shall not count towards the expiration date. Prior to the noted expiration date, the Property Owner or Permittee can request the Community Development Director's approval of a one-time extension of the permit for a period not to exceed one-year from the date of expiration.

4. Pursuant to BMC Section 10-1-19401, the Permittee, including their successors and assignees, shall defend, indemnify, and hold harmless the City of Burbank (the City) and its agents, officers, employees, agencies, boards, commissions, or City Council from any claim, action or proceeding brought against the City, its agents, officers, employees agencies, boards, commissions, or City Council to attack, set aside, void or annul the subject approval and environmental determination under the California Environmental Quality Act or National Environmental Policy Act by the City, its agents, officers, employees, agencies, commissions, or City Council. The indemnification shall include damages awarded against the City, if any, cost of suit, attorney's fees, administrative expenses, and other costs and expenses incurred in connection with such action, including, but not limited to, all such City costs and expenses incurred by enforcing this

indemnification provision. This duty to defend, indemnify, and hold harmless the City and its agents, officials, employees, agencies, boards, commissions, or City Council shall apply even if the Permittee fails or refuses to enter into the indemnification agreement. In the event of a legal challenge, the provisions under BMC Section 10-1-19402 shall be followed.

5. This permit or approval may be modified or revoked by the City should it be determined that the proposed use as permitted by this approval or conditions under which they were permitted are detrimental to the public health, welfare, or materially injurious to property or improvements in the vicinity or if the use is maintained so as to constitute a public nuisance.

6. The Permittee shall comply with all federal, state, and local laws. Violations or convictions of any of those laws in connection with the use will be cause for revocation of this permit.

7. The Permittee shall incorporate a copy of these Conditions of Approval in all construction plans submitted to the Building and Safety Division for a building permit. The Permittee shall also provide a separate written document outlining how, or where, each of the Conditions have been addressed in the building permit plan set for all City Division/Department Conditions enclosed.

8. The plans submitted for building plan check shall clearly call out all exterior building materials and colors on the elevations, including product and finish manufacturer name, color name and number, and surface finish to be used in construction.

9. The plans submitted for building plan check shall include at a minimum the on-site amenities shown on the approved plans. The amenity items may be substituted with a comparable amenity subject to approval by the Director. All amenities shall be constructed of high-quality materials and permanently installed as part of the project. All outdoor amenities must be located in the required common open space area(s) and cannot be within any easement area.

10. Permittee shall provide a photometric plan during plan check showing compliance with the following requirements: Lighting shall be provided in all common areas including but not limited to parking garages, outdoor parking areas, common open space areas, pedestrian paths, stairways, and hallways, and shall be identified on the site plan and elevations submitted with the building permit application. The product specifications for all lighting fixtures shall be included in the plans submitted for building plan check. Outdoor lighting fixtures must be positioned and directed so as not to shine or cause glare onto adjacent properties of public rights-of-way, and a note shall be included on the plan set confirming such.

11. All required fees shall be paid as required by the BMC prior to the issuance of any building permits for the Project.

12. The Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Street & Solid Waste Division (Public Works Department), or Developer shall arrange for self-hauling to an authorized facility.

13. The Permittee shall comply with all Department/Division comments and Code requirements and shall be verified by the responsible Department and/or the Building Official or their designee, prior to the issuance of any Certificate of Occupancy.

14. The Developer shall list these conditions of approval in all construction plans submitted to the Building Division for a building permit. The Developer shall also provide a separate written document outlining how, or where, each of the conditions have been addressed in the building permit plan set for all City Division/Department conditions enclosed and provide the same number of copies as building plan sets submitted for Building Plan Check.

Project Specific Requirements:
The conditions of approval specified herein are consistent with the PD2002-2 Zone conditions of approval.

15. In accordance with PD2002-2 Zone, the Project conceptual plans will be presented to the City Planning Commission as an informational item by Planning staff and the Applicant. The Planning Commission will provide any comments on the Project conceptual designs as it relates to the architecture, colors, material, signage, landscaping, open space, and public plazas. The comments received from the Planning Commission will be considered by the project management team as they continue to develop the specific details of the plans. At a future date, the Planning Commission will be provided an update on the Project design.

16. In accordance with BMC Title 11 (Subdivisions), the Applicant shall submit a Parcel Map planning application to the City twelve (12) months prior to certificate of occupancy for the proposed new Central Library and Civic Center building, unless otherwise approved by the Community Development Director.

17. In accordance with BMC Section 9-1-2-705.3.1 (Buildings on Contiguous Lots), contiguous lots of the Project site can be considered one lot for the purpose for building out the Project site while the Parcel Map is in process with the City.

18. Project shall provide at a minimum 310 parking spaces in conformance with the BMC required parking dimensions. The parking plan shall show these parking spaces with the required dimensions. These parking spaces will be shared between Community Services and the new combined Central Library/Civic Center buildings. Additional City parking garages nearby the Project site are available to accommodate Project related parking demands.

19. In accordance with the approved Mitigated Negative Declaration of Planned Development 2002-2, the following mitigation measures shall be complied with during the Project construction. These conditions would apply until all construction-related activities have been completed:

    a. The City's contractors shall use energy efficient equipment that produces low particulate and nitrogen oxide emissions, when available.

    b. The City's contractors shall cease use of equipment during second and third stage

smog alerts as issued by the South Coast Air Quality Management District.

c. The City's contractors shall cease grading and water truck during periods of high winds (greater than 25 mph).

d. The developer shall use a water truck during grading phase to control fugitive dust (twice per day at minimum).

e. During construction, ingress and egress of trucks and equipment form the site shall be noticed by appropriate warning signs and controlled by flagmen on duty throughout each workday as determined necessary by the Public Works Director.

f. During construction, all workers shall park on-site or within the designated area as approved under an encroachment permit. For those unable to park in these areas, an off-site parking location shall be provided, and workers shall be shuttled to and from that site.

20. The Applicant shall provide a minimum 5'-0" setback area that is reserved only for landscaping, that includes a combination of groundcovers, shrubs, and trees, and pedestrian pathways along all of Project's street fronting property lines.

21. Project shall provide the required landscaping in accordance with BMC Sections 10-1-712(C)(3) and 10-1-718(C)(3). The landscape plan shall show the required landscaped areas with the proposed materials and dimensions. Landscape and irrigation plans prepared by a licensed landscape architect shall be provided.

22. Project shall comply with the nonresidential design standards as provided in BMC Section 10-1-1113.1. These standards include requirements for building design, trash enclosure, and wall/fence improvements. For proposed trash enclosure area, the Applicant shall comply with any additional trash/recycle bin requirements of the Public Works Department – Field Services. Project plans shall appropriately call out and identify all applicable design requirements under this section.

23. Project shall comply with the Art in Public Places Ordinance as specified in BMC Section 10-1-1114.

24. Project shall comply with the nonresidential structure encroachment standards as specified in BMC Section 10-1-1211. Project plans shall appropriately call out and identify all applicable design requirements under this section.

25. Project shall comply with the required corner cut-off areas for street-street intersection and driveway-street intersection as specified in BMC Section 10-1-1303. Project plans shall appropriately call out and identify all applicable design requirements under this section.

26. Project shall comply with the FAA Filing Requirement Map as specified in BMC Sections 10-1-1307 and 10-1-1308.

27. Project shall comply with the required parking design standards as specified in BMC Sections 10-1-1401, 10-1-1405.5, 10-1-1419, and 10-1-1-1420. These sections provide

regulations on required parking stall widths, parking bay widths, bicycle parking design, parking structures, and lighting requirements. Project plans shall call any location and required dimensions to show compliance with these sections.

28. Project shall provide loading areas in accordance with the required number, location, and design standards of BMC Section 10-1501, 10-1-1502, and 10-1-1503. Project plans shall clearly identify the loading areas and required dimensions.

29. Project shall comply with the required number and location of curb cuts in accordance with BMC Section 10-1-1602. Project plans shall show the curb cut locations, dimensions, and distances.

30. Project shall provide the required driveway widths and slopes in accordance with BMC Sections 10-1-1603 and 10-1-1604. Project plans shall provide the required dimensions and slope information.

31. Project shall comply with the required turning radius for driveways and any right-angle parking in accordance with BMC Section 10-1-1606. Project plans shall provide the required dimensions to show compliance.

32. Project shall comply with the vehicular access requirement of BMC Section 10-1-1607.

CDD – Building and Safety Division

33. All projects shall comply with Title 9, Chapter 1, of the Burbank Municipal Code, and the **2025 edition** of the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and Building Energy Efficiency Standards, including all intervening Code cycles.

34. Plans and reports submitted for Plan Check Review are to be submitted electronically. For more information about the online submittal process, please contact the Building Division at 818-238-5220 or via email at eplancheck@burbankca.gov.

35. All conditions of approval are to be reproduced on the construction document drawings as part of the Approved Construction Set.

36. All Departments that have provided Conditions of Approval are to review drawings and provide final approval via online electronic review, prior to issuance of any Building Permit.

37. Development Impact Fees are assessed by the City for construction of new nonresidential square footage as listed in the **Burbank Fee Schedule and Title 10, Article 22, of the Burbank Municipal Code**.

38. Low Impact Development: A LID Plan is required for City review that provides a comprehensive, technical discussion of how the project will provide on-site retention in compliance with the requirements of the LID Ordinance and LID Standards Manual (**BMC Section 9-3-414**).
    a. Best Management Practices and control measures shall be prioritized in the

following order:

i. On-site infiltration, bioretention, and/or rainfall harvest.
ii. On-site biofiltration, off-site ground water replenishment, and/or off-site retrofit.

39. New or Addition/Alteration construction projects within the City of Burbank are subject to MWELO review (**BMC Section 9-3-500**).
    a. Full structure demolition and new construction are required to provide a full MWELO plan check set for review.
    b. New or replacement landscape areas for residential and non-residential projects between 500 (new) and 2,500 (replacement) square feet requiring a building or landscape permit, plan check, or design review will be required to complete, either a Performance or Prescriptive Compliance Method.

40. The property shall comply with accessibility requirements for the various occupancies as stated in California Building Code Chapter 11. Accessibility regulations apply to all common areas and pools and spas (**BMC Section 9-1-2 & CBC CH 11**).

41. The parking layout will have to comply with City standards, including minimum turning radii for accessing parking stalls (**BMC Section 10-1-1401**).

42. Separate Permits will be required for the following: (**BMC Section 9-1-1-105**).
    a. Demolition
    b. Grading & Shoring
    c. Architectural & Structural
    d. Mechanical
    e. Plumbing
    f. Electrical

43. Deferral of any submittal items shall have prior approval of the City Building Official. The registered design professional in responsible charge shall list the deferred submittals on construction documents for review (**BMC Section 9-1-2 & CBC Section 107.3.4.1**).

44. Screening will be required in accordance with **BMC Section 10-1-1113.1**.

45. Grading and drainage plans will be required, and a separate Grading & Shoring Permit will be required. Geotechnical report to be submitted along with Grading & Shoring Permit Application (**BMC Section 9-3-403**).

46. The City's mandatory Construction & Demolition Debris Diversion Ordinance requires the recycling and diversion of at least 65% of construction and demolition debris. A refundable deposit and non-refundable administrative fee will be collected prior to permit issuance. The Ordinance applies to all demolitions and to new construction, additions, remodels, renovation, tenant improvement and alteration projects over 500 square feet in scope of work (**BMC Section 9-1-11-1012**).

47. A stamped setback certification by a Licensed Surveyor will be required to certify the location of the new construction in relation to the setbacks prior to the first foundation inspection (**BMC Section 9-1-1-107**).

48. Plans submitted for plan check must be stamped by State-licensed architect or engineer unless the project is one of the following listed below and complies with conventional light wood frame construction requirements in the CBC: (**BMC Section 9-1-2R-R301.1.3.2**).
    a. Non-structural or non-seismic storefronts, interior alterations, or additions.

49. Approved hours of construction are: (**BMC Section 9-1-1-105.10**).

Monday – Friday	7:00 am to 7:00 pm
Saturday	8:00 am to 5:00 pm

No construction is permitted by contractors or subcontractors after hours, on Sunday or on City holidays without prior written request and approval from the Community Development Department.

CDD – Transportation Planning Division

The City of Burbank Complete Streets Objective Development Standards (CSODS), adopted on July 27, 2023, establish objective standards to achieve and implement the goals of the Burbank2035 General Plan Mobility Element and Complete Streets Plan.

The Project occupies an entire block abutting the intersections of four Affected Streets: Orange Grove Ave., Glenoaks Blvd., Olive Ave., and Third St. Glenoaks Blvd. and Olive Ave. are Major Arterials, and Orange Grove Ave. and Third St. are Downtown Collectors. All four streets are Pedestrian Priority streets. Third St. and Orange Grove Ave. are Bicyclist Priority Streets. Given these factors, the following standards shall apply:

Sidewalk Width Standards (Section 2.2)

50. Pursuant to Table 2-2, the Project shall provide a 15-foot public right-of-way from property line to edge of curb, with a 10-foot pedestrian zone and a 4.5-foot furnishing zone improved with tree wells or a 9.5-foot pedestrian zone and a 5-foot furnishing zone improved with tree grates, and a 0.5-foot curb zone for the length of the property on all four Affected Streets (Orange Grove Ave., Glenoaks Blvd., Olive Ave., and Third St.). The Project shall provide any dedication necessary to achieve these dimensions. Existing trees shall remain in place. Project site plans shall be updated to show these right-of-way improvements.

Pedestrian Improvements (Section 3)

51. The Project shall reconstruct the curb at the northeast corner of Olive Ave. and Third St. per the criteria in Section 3.1. The Developer shall provide vehicle turning templates using AutoTURN Software or any software that complies with AASHTO Greenbook's vehicle movement design guidelines. (3.1)

52. The Project shall reconstruct the curb at the southwest corner of Glenoaks Blvd. and Orange Grove Ave. per the criteria in Section 3.1. The Developer shall provide vehicle

turning templates using AutoTURN Software or any software that complies with AASHTO Greenbook's vehicle movement design guidelines in future site plans (3.1).

53. The Project shall reconstruct the curb at the northwest corner of Glenoaks Blvd. and Olive Ave. per the criteria in Section 3.1. The Developer shall provide vehicle turning templates using AutoTURN Software or any software that complies with AASHTO Greenbook's vehicle movement design guidelines in future site plans (3.1).

54. Re-constructed corners shall provide a curb ramp at each pedestrian crossing at the intersection corner, in this instance a dual pedestrian ramp. Any construction or reconstruction of curb ramps must meet the requirements of the Americans with Disabilities Act (ADA) of 1990 and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAA). Curb ramps shall be designed in conformance with the 2022 Caltrans Standard Plan A88A (3.2)

55. Reconstructed corners shall include curb extensions in conformance with Figures 5-12 through 5-19 in the Complete Streets Plan except where prohibited pursuant to Section 3.3. Required curb extensions shall be designed in accordance with the Highway Design Manual Chapter 300, Topic 303 – Curbs, Dikes, and Side Gutters (3.3).

56. Project site and associated street and sidewalk plans shall be updated to show these improvements as described in the conditions above.

Bicyclist Improvements (Section 4)

57. The Project is proposing 119,000 square feet of new mixed-use space combining office, institutional, and potentially other uses. Therefore, the Project shall provide a minimum of 119 bicycle parking spaces, with the ratio of long-term and short-term bicycle parking to be determined based on final project characteristics and subject to the determination of the Community Development Director (4.1.1).

58. The Project is removing all existing bicycle parking from the Community Services Building (CSB) site, equivalent to 24 long-term bicycle parking spaces, and undertaking new construction. Therefore, the CSODS bicycle parking standard shall apply to the square footage of the CSB, equivalent to 66,000 square feet. The Project shall provide a minimum of 66 bicycle parking spaces for the existing office space. Of these, 85% shall be long-term bicycle parking and 15% shall be short-term bicycle parking, with normal rounding to apply (4.1.1).

59. Use inverted U-shaped rack visible from the project site for short-term bicycle parking. Long-term bicycle parking must be indoors or in a weather-protected outdoor location not visible to passersby and only accessible to residents. Use one of the long-term bike parking types noted in the standards (4.1.2).

60. Third St. is a Bicyclist Priority Street with existing Class II bike lanes. The Project occupies 100% of the block face between Olive Ave. and Orange Grove Avenue. Therefore, the Project shall construct Improvement 1 (Class IV raised protected bikeway) along the length of the block face (4.2.3).

61. Orange Grove Ave. is a Bicyclist Priority Street with planned Class II bike lanes. The Project occupies 100% of the block face between Olive Ave. and Orange Grove Avenue. Therefore, the Project shall, subject to technical feasibility, construct Improvement 1 (Class IV raised protected bikeway) or Improvement 2 (striped Class II bikeway) along the length of the block face (4.2.3).

Transportation Demand Management

62. As a nonresidential development of 100,000 square feet or more, the Project shall comply with all subsections of BMC Section 10-1-2304(B) relating to Transportation Demand Management. Specifically, the project shall provide:

a. A bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information in the area shall include, but is not limited to, the following:
   1. Current maps, routes and schedules for public transit routes serving the site.
   2. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators.
   3. Ridesharing promotional material supplied by commuter-oriented organizations.
   4. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.
   5. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.
b. Preferential parking spaces reserved for vanpools must be accessible to vanpool vehicles. When located within a parking structure, a minimum vertical interior clearance of seven (7) feet two (2) inches shall be provided for those spaces and accessways to be used by such vehicles. Adequate turning radii and parking space dimensions shall also be included in vanpool parking areas.
c. A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passengers.
d. Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development.
e. If determined necessary by the City to mitigate the project impact, bus stop improvements must be provided. The City will consult with the local bus service providers in determining appropriate improvements. When locating bus stops and/or planning building entrances, entrances must be designed to provide safe and efficient access to nearby transit station/stops.
f. Safe and convenient access from the external circulation system to bicycle parking facilities onsite.

Pursuant to Article 25 of the Burbank Municipal Code Title 10, relating to the Burbank Center Overlay Zone, the project shall specifically consider Transportation Demand Management strategies detailed in BMC Section 10-1-2536, "Transportation Demand Management." These include, but are not limited to: flex time and modified work schedules, vanpool programs, carpools, transit ridership and bus operations, satellite parking, non-vehicular commuting, parking management, merchant transit incentives, and telecommuting.

Pedestrian-oriented Design

63. Applicant shall work with Burbank Fire, Public Works, and Community Development Departments regarding potential pedestrian-oriented designs including vehicle ingress/egress to the Project site and street fronting design that enhances the pedestrian experience along the Project site.

Public Works Department – Engineering Division

64. Show width and location of all existing and proposed easements [BMC Section 9-1-2-3203].

65. Applicant shall protect in place all survey monuments (City, County, State, Federal, and private). Pursuant to California Business and Professions Code Section 8771, when monuments exist that may be affected by the work, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying, prior to construction, and a corner record or record of survey of the references shall be filed with the county surveyor. A permanent monument shall be reset, or a witness monument or monuments set to perpetuate the location if any monument that could be affected, and a corner record or record of survey shall be filed with the county surveyor prior to the recording of a certificate of completion for the project.

66. No building appurtenance for utility or fire service connections shall encroach or project into public right-of-way (i.e., streets and alleys). Locations of these appurtenances shall be shown on the building site plan and the off-site improvement plans [BMC Section 7-3-701.1].

67. No structure is permitted in any public right-of-way or any public utility easements/pole line easements [BMC Section 7-3-701.1, BMC Section 9-1-2-3203].

68. All unused driveways shall be removed and reconstructed with curb, gutter and sidewalk [BMC Section 7-3-504].

69. Any work within the public right-of-way must be permitted and approved by the Public Works Department before construction can commence. All construction work in the public right-of-way must comply with Burbank Standard Plans and must be constructed to the satisfaction of the City Engineer. A Public Works EXCAVATION PERMIT is required. The excavation permit requires a deposit acceptable to the Public Works Director to guarantee timely construction of all off-site improvements. Burbank Standard Plans can be accessed at:

http://file.burbankca.gov/publicworks/OnlineCounter/main/index.htm

Prior to Building Permit Issuance:

70. Off-site improvement plans within the public right-of-way must be submitted to Public Works separately for review and approval by the Public Works Director. All plans must follow the City of Burbank standard format, and as-built plans must be submitted on mylar paper.

71. Submit site drainage plans to Public Works Department for review. On-site drainage shall not flow across the public parkway (sidewalk) or onto adjacent private property. It should be conveyed by underwalk drains to the gutter through the curb face [BMC Section 7-1-117, BMC Section 7-3-102].

72. An address form must be processed [BMC Section 7-3-907].

73. Plans should include easements, elevations, right-of-way/property lines, dedication, location of existing/proposed utilities and any encroachments.

74. Submit hydrology/hydraulic calculations and site drainage plans to Public Works Department for review. On-site drainage shall not flow across the public parkway (sidewalk) or onto adjacent private property. It should be conveyed by underwalk drains to the gutter through the curb face [BMC Section 7-1-117, BMC Section 7-3-102].

Prior to Parcel Map Approval:

75. All off-site improvements must be completed prior to final Parcel Map approval.

76. Establish new centerline ties at all intersections affected or newly constructed as a result of this project, including N. 3rd Street & E. Orange Grove Avenue, E. Orange Grove Avenue & N. Glenoaks Boulevard, N. Glenoaks Boulevard & E. Olive Avenue, and E. Olive Avenue & N. 3rd Street, in accordance with City of Burbank standards and Los Angeles County guidelines.

77. All monuments must be set prior to finalizing and approving Parcel Map.

78. Applicant must submit a current title report for Public Works review.

79. Applicant must submit corner record sheets to the City of Burbank for review prior to final recording with LA County.

80. A tentative Parcel Map shall be submitted by the applicant for Public Works' review prior to processing the Parcel Map with the County of Los Angeles.

Prior to Certificate of Occupancy Issuance:

81. Provide verification from the City of Burbank, Building and Safety Division showing easements are cleared of all permanent structures after construction is completed.

82. Street pavement restoration limits shall be determined during the review and approval of the offsite improvement plans and public right-of-way excavation permits, in accordance with City of Burbank standards and the pavement restoration moratorium.

83. Applicant must re-stripe the resurface adjacent street areas and re-establish all traffic loops.

84. Remove and reconstruct any portion of sidewalk that is uneven or up-heaving fronting the property along N. 3rd Street, E. Orange Grove Avenue, N. Glenoaks Boulevard, and E. Olive Avenue per City of Burbank Standards. Contact the Public Works Inspection Office at (818) 238-3955 to have these areas identified after obtaining a Public Works Excavation permit [BMC Section 7-3-501].

85. Remove and reconstruct gutter fronting the property along N. 3rd Street, E. Orange Grove Avenue, N. Glenoaks Boulevard, and E. Olive Avenue per City of Burbank Standards.

86. Proposed new driveway approach along E. Orange Grove Avenue and N. Glenoaks Boulevard must be constructed per City of Burbank Standards.

87. Remove and reconstruct sidewalk fronting the property along N. 3rd Street, E. Orange Grove Avenue, N. Glenoaks Boulevard, and E. Olive Avenue per City of Burbank Standards.

88. All proposed driveways shall be constructed per City of Burbank Standards.

89. All proposed pedestrian ramps fronting the property shall be constructed in accordance with Caltrans Standard A88A and ADA requirements.

Public Works Department – Water Reclamation and Sewer

90. The location, depth, and dimensions of all sanitary sewer lines and easements must be shown on the plans.

91. Any outdoor plumbing fixtures open to the atmosphere that connects to the sanitary sewer system must have a permanent overhead enclosure to prevent storm water flows from entering the sanitary sewer system [BMC Section 8-1-501.1].

Public Works Department – Wastewater Requirements

92. An Industrial Waste Discharge Permit will be required [BMC Section 8-1-502 and BMC Section 8-1-503].

93. Under the current rate structure, pulling the Building Permit for the proposed development is subject to a Sewer Facilities Charge (SFC) estimated at $94,771. The charge is due prior to issuance of a Building Permit [BMC Section 8-1-802 and BMC Section 8-1-806]. Please note that the occupancy square footage for certain portions of the proposed development were estimated due to a lack of certain details provided by the applicant. The SFC is subject to change depending on additional information that must be added to the plans, and/or any changes made to the proposed plans in the future.

    SFC = Proposed Developments
    = Library [$0.826/SF * 45,000 SF] + Office [$1.046/SF * 21,000 SF] + Community/Shared Space [$0.826/SF * 17,000 SF] + Café/Restaurant [$21.593/SF * 1,000 SF]
    = $37,170 + $21,966 + $14,042 + $21,593
    = $94,771

    It is the responsibility of the developer to show proof of the existing sewer usage or existing developments so that the proper credit can be given.

94. Every building or structure in which plumbing fixtures are installed, which conveys sewage must be connected to the municipal wastewater system [BMC Section 8-1-104].

95. No person shall connect to or tap an existing public sewer without obtaining a permit [BMC Section 8-1-301].

96. A maintenance hole must be installed at the connection point to the City sewer main for any newly proposed private sewer lateral connection(s) that are greater than or equal to 8-inches in diameter [BMC Section 8-1-308] per Standard Drawing BSS-201-2 located in the 2012 edition of Standard Plans for Public Works Construction.

97. Pollutants, including construction debris, soil, and other discharges, are prohibited from entering the City's sewer collection system [BMC Section 8-1-501.1]. Discharges that exceed the local limits per BMC Section 8-1-501.4 are prohibited. In addition, the applicant shall not obstruct or damage any part of the City sewer system, and shall reimburse the City for sanitary sewer overflows and the reasonable costs of necessary maintenance and/or repair of the sewer system [BMC Section 8-1-311]. As such, it is required that all existing private sewer laterals are capped prior to any demolition activities.

98. Food Service Establishments (as defined in BMC Section 8-1-102) are required to install, operate, and maintain an approved type and adequately sized, remotely located and readily accessible grease interceptor, unless a conditional waiver is granted by the Director [BMC Section 8-1-502.2.E]. This project, due to the inclusion of a Food Service Establishment, will require a grease interceptor to trap, separate and hold grease from wastewater and prevent it from being discharged into the public sewer per the requirements above.

99. A backwater valve is required on every private sewer lateral(s) connected to a private building(s), unless it can be shown that all fixtures contained therein have flood level rim elevations above the elevation of the next upstream maintenance hole cover of the public sewer serving the property, or a conditional waiver is granted by the Director [BMC Section

8-1-313]. Please note that Public Works' Wastewater Division will not sign off on the Certificate of Occupancy until the owner/developer provides proof that the backwater valve(s) has been installed.

100. Landscape improvements need to take into consideration the location of sewer facilities to prevent tree/plant roots from entering/obstructing or damaging the sewer facilities. An obstructed or damaged sewer facility can result in a sanitary sewer overflow, costly repairs, costly fines, and costly claims. Therefore, it is required that either a minimum of 15 foot clearance (7.5 feet minimum on either side of the sewer pipe) for trees and large shrubs is maintained from the location of the City sewer main or private sewer lateral located in the public right of way. A 20-foot minimum clearance (10-feet minimum on either side of the sewer pipe) is preferred.

101. A Sewer Capacity Analysis (SCA) is required. The SCA shall analyze how the proposed project will impact wastewater flows and assess the ability of existing sewer lines to accommodate the proposed project in a peak wet weather scenario for all sewer reaches downstream/tributary to the property. The sewer study can be conducted by the applicant and submitted for review and approval by Public Works, or prepared by Public Works subject to a fee per the currently adopted Citywide Fee Schedule. Please note that if sufficient capacity does not exist, the Director will require the applicant to restrict discharge until sufficient capacity is available, or to construct a public sewer to provide sufficient capacity, or agree to pay a shared portion of the sewer infrastructure improvement costs with the City. The City may refuse service to persons locating facilities in areas where their proposed quantity or quality of sewage in unacceptable [BMC Section 8-1-301A and BMC Section 8-1-304].

102. The Project will be required to relocate the existing 8-inch and 10-inch City sewer main traversing through the project site into N. Glenoaks Blvd. and E. Olive Ave. The efforts involved with this relocation include but are not limited to the design and construction of the new sewer alignment. It will also be the responsibility of the Project developer to complete the sewer relocation before any demolition activities or construction of the proposed developments can begin. The sewer relocation plans must be reviewed and approved by the Public Works Director or his/her designee. The minimum amount of City sewer main that will need to be relocated for the proposed project is approximately 800 linear feet, but please note that the City sewer main may also need to be upsized to increase capacity and/or there may be additional offsite sewer improvements (also requiring design and construction by the Project developer) pending the results of the SCA.

103. For any cooling tower(s) included in this project using recycled water, separate recycled water meter(s) will be required. A recycled water meter must be obtained and coordinated with Burbank Water and Power, located at 164 E Magnolia Blvd., Burbank, CA 91502 or by phone at (818) 238-3500.

Public Works Department – Stormwater Requirements

104. Any construction activity that results in soil disturbances greater than one acre is subject to the General Permit for Storm Water Discharges Associated with Construction Activity Permit Order WQ-2022-0057-DWQ. Please refer to the following link for additional information:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2022/wqo_2022-0057-dwq.pdf

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 Construction General Permit.

105. Best Management Practices shall apply to all construction projects and shall be required from the time of land clearing, demolition or commencement of construction until receipt of a certificate of occupancy [BMC Section 9-3-407].

106. Discharges from essential non-emergency firefighting activities (i.e., fire sprinkler system testing) is a conditionally allowed non-storm water discharge into the storm drain system, provided appropriate Best Management Practices (BMPs) are implemented. Please see the attached Fire Suppression Systems discharge form and follow the requirements to comply when conducting the conditionally allowed non-storm water discharge.

107. Certain construction and re-construction activities on private property will need to comply with post-construction Best Management Practices (BMPs), which include Sections 8-1-1007 and 9-3-414.D of the BMC authorizing the City to require projects to comply with the Standard Urban Stormwater Mitigation Plan provisions and the City's Low Impact Development (LID) ordinance. For questions on these requirements, please contact the City's Building Division at (818) 238-5220.

108. Landscape irrigation discharges using potable or reclaimed/recycled waters are a conditionally allowed discharge per Table 8 of Final LA County MS4 Permit (Order No. R4-2021-0105), which can be found at:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/public_docs/2022/1_Order(ACC-RPSignature).pdf

109. Certain construction and re-construction activities within the City's transportation corridors (i.e., public streets, public alleys, public parkway areas, private streets, and private parking) will be subject to the City's Green Streets Policy requirements should the transportation corridor redevelopment area exceed 5,000 square feet. This policy can be reviewed at the following address:

http://file.burbankca.gov/publicworks/OnlineCounter/permits/app_docs_procedures/greenstreet/gspolicy.pdf

For questions on these requirements, please contact the City's Wastewater Division at (818) 238-3915.

110. Dewatering an area where water accumulates (i.e., crawl space, foundation, or basement) is now considered a prohibited discharge into the storm drain system. As such, private property applicants have the following options for dewatering accumulated volumes of water:

   a. Depending on the volume and having controls in place to keep the discharge on-site, direct the dewatering discharge to a planted/vegetated area located on private property; or

   b. Apply for an individual NPDES permit with the Regional Board to allow the dewatering discharge into the storm drain system through ORDER NO. R4-2018-0125: page 9 of this Dewatering Order state that temporary dewatering including subterranean seepage dewatering, requires individual coverage and is no longer covered/allowed under the MS4 permit. Questions need to be directed to the Regional Board at (213) 576-6600.

Public Works Department – Traffic Engineering Division

111. All vehicular accessways to the street must be approved by the Public Works Director per BMC Section 10-1-1607.

112. Left-turn movements shall be prohibited onto Glenoaks Blvd from the project site. Access from the proposed parking garage onto Glenoaks Blvd shall be "right-turn only".

113. No vehicle accessway (i.e., driveway or curb cut) shall be located nearer than 30 feet to the ultimate curb lines of an intersecting street. [BMC Section 10-1-1602]

114. No driveway shall be provided with a curb cut of more than 30 feet in non-residential zones. The Public Works Director may permit a curb cut of not more than 38 feet in non-residential zones, if the adjacent parking area is provided with an internal circulation pattern requiring two (2)-way vehicular movement in the driveway. [BMC Section 10-1-1602]

115. Curb cuts on the same lot shall be separated by at least 20 feet of uncut curb. [BMC Section 10-1-1602]

116. Minor deviations from the foregoing standards may be authorized by the Public Works Director to accommodate the safe ingress and egress of vehicles. [BMC Section 10-1-1602]

117. All driveways and access road leading to parking areas shall be designed to accommodate turn path of Passenger Car (P) design vehicle per the AASHTO Greenbook with minimum 24' outer turning radius and 15' inner turning radius.

118. The slope of a driveway or driveway ramp shall not exceed a grade of 20% per BMC Section 10-1-1604.

119. Parking spaces shall be constructed per BMC Sections 10-1-1401, 10-1-1403, 10-1-1417, and 10-1-1606.

120. For Offices: Parking spaces shall have a minimum width of 8.5 feet and a minimum length of 18 feet. [BMC Section 10-1-1401]

121. For Commercial: Parking spaces shall have a minimum width of 9 feet and a minimum length of 18 feet. [BMC Section 10-1-1401]

122. ADA parking stalls shall be constructed per Caltrans Standard Plan A90A. Show striping for ADA accessibility aisle.

123. All paved areas used for parking, loading, or vehicle circulation shall be designed with adherence to accepted engineering principles for the largest type of anticipated vehicle loading to minimize future maintenance and safety hazards [BMC Section 10-1-1417(A)].

124. Turn areas and parking spaces adjacent to obstructions must be constructed per Burbank Standard Plan BT-400. Parking stalls adjacent to vertical obstructions shall be a minimum of 10' wide or columns shall have a minimum of 2 feet set back from the edge of access aisle per City Standard Plan BT-400.

125. End stalls shall be a minimum of 11 feet wide or an access aisle shall extend 3 feet beyond the bay per City Standard Plan BT-400.

126. Access aisle width for standard spaces shall be per Burbank Standard Plan BT-401 as follows:

STANDARD SIZE AUTOMOBILE SPACES ADJOINING ACCESS AISLE	
BASIC STALL WIDTH	ACCESS AISLE WIDTH
8'-6"	27'-4"
8'-8"	26'-8"
9'-0"	25'-4"
9'-4"	24'-0"

127. Every commercial and retail parking space shall maintain a vertical height clearance of 8'-2" per Burbank Standard Plan BT-402.

128. Concrete curbs at least 6 inches high shall be installed to serve as wheel-stops for cars next to streets, sidewalks, buildings, and as protective edging for planting areas. [BMC Section 10-1-1417(D)(2)]

129. Loading spaces shall be so located and designed so that it shall not be necessary for vehicles using such space to back into a street. All loading spaces shall have a minimum depth of 30 feet from the property line when adjacent to a street. [BMC Section 10-1-1503]

130. Visibility of pedestrians, bicyclists, and motorists shall be ensured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. [BMC Section 10-1-1417(F)]

131. Provide pedestrian circulation paths, to connect the on-site and off-site locations and features per BMC Section 10-1-627(M). Provide pedestrian paths to access on-site elevators and staircase/emergency exit doors.

132. Where pedestrian paths are adjacent to vehicular paths or roadways, there shall be a vertical separation element or grade separation between the pedestrian path and vehicular travel lane.

133. Pedestrian path across project driveway shall be in the public right of way. Corner cutoff requirements shall apply to any corner of the pedestrian path.

134. No visual obstruction shall be erected or maintained above 3' high or below 10' high in a 10' by 10' visibility cut-off at intersection of streets. [BMC Section 10-1-1303(A)].

135. No visual obstruction shall be erected or maintained above 3' high or below 10' high in a 5' by 5' visibility cut-off at intersection of street and driveway or alley and driveway. [BMC Section 10-1-1303(C)].

Burbank Water and Power – Water Division

136. Applicant shall submit the total domestic potable water demand of the proposed development project, in accordance with **§ 4.10 (a)** of the Burbank Water and Power Rules and Regulations for Utility Service.

137. Applicant shall submit a detailed Utility Plan showing the location, type (domestic, irrigation, and fire protection), and size of all existing and proposed water services, including but not limited to meters, service lines, valves, and any related appurtenances.

This information shall be provided in accordance with **§ 4.30(a)** of the Burbank Water and Power Rules and Regulations for Utility Service. The intent is to ensure all existing infrastructure is accurately documented and that proposed improvements are properly coordinated with existing conditions for review, permitting, and future maintenance purposes.

138. Applicant shall submit the Landscape and Irrigation Plans, including the total calculated water demand for irrigation, in accordance with **§ 4.30(a)** of the Burbank Water and Power Rules and Regulations for Utility Service. The plans shall clearly identify all proposed irrigation system components and associated water supply requirements to ensure proper sizing and coordination with existing utilities.

Please also note that several recycled water manholes are already in place within the project area, and the irrigation meter shall be located and installed accordingly withinan appropriate accessible location.

In addition, the plans shall clearly show the new recycled water mains installed in 2023, including their alignment and connection points, to ensure proper coordination with the proposed irrigation system and avoid any conflicts with existing infrastructure.

139. Applicant shall request an estimate from the BWP Water Division for the installation of a new fire hydrant if required by the Fire Department. All applicable fees shall be paid by the Applicant prior to installation, in accordance with **§ 4.14(a), § 4.14(g)**, and § **4.31(e)** of the Burbank Water and Power Rules and Regulations for Utility Service.

140. Applicant shall request an estimate from BWP Water Division for the relocation of the existing fire hydrant(s), if required by the Fire Department. Applicant shall pay all fees prior to relocation hydrant, in accordance with **§ 4.14 (b), § 4.31** of the Burbank Water and Power Rules and Regulations for Utility Service.

141. Applicant shall obtain approval from the Burbank Fire Department regarding the appropriate fire service size and appurtenance selection prior to requesting an estimate from the BWP Water Division for installation of a new fire service line, if required by the Fire Department.

All applicable fees shall be paid by the Applicant prior to installation, in accordance with **§ 4.15 and § 4.31(e)** of the Burbank Water and Power Rules and Regulations for Utility Service.

142. Applicant shall install a pressure regulator to comply with the Building and Safety Division and the California Plumbing Code (CPC), since the static pressure in the potable distribution system exceeds 80 pounds per square inch (psi), in accordance with **§ 4.30 (k)** of the Burbank Water and Power Rules and Regulations for Utility Service.

143. Applicant shall request an estimate from BWP Water Division for the installation of proposed water service connections. Applicant shall pay all fees prior to installation of water services, in accordance with **§ 4.30 (a) and § 4.31 (e)** of the Burbank Water and Power Rules and Regulations for Utility Service.

144. Applicant shall request an estimate from BWP Water Division for the abandonment of existing water service connections, if any. Applicant shall pay all fees prior to abandonment, in accordance with **§ 4.31 (d)** of the Burbank Water and Power Rules and Regulations for Utility Service.

145. Applicant shall install appropriate backflow prevention assemblies (BPA) for the domestic, and fire services to prevent objectionable substances from contaminating the public water supply system, mandated by the State Water Board's Cross-Connection Control Plan Handbook (CCCPH) under the Safe Drinking Water Act (SDWA). Applicant shall install the BPA's to comply with BWP standard drawing no. BWP-615, on Applicant's property, and as close as possible to the property line. Applicant shall pay a minimum $50 plan check fee, in accordance with **§ 4.35** of the Burbank Water and Power Rules and Regulations for Utility Service. Reduced pressure principle (RP) are required for all potable domestic service connections, and double check detector assemblies (DCDA) are required for fire service connections.

146. Applicant shall use recycled water for irrigation/evaporative cooling and HVAC/industrial process water/dust control and compaction during construction/for the proposed development project. Applicant shall adhere to the application, installation and maintenance of recycled water facilities, in accordance with **§ 5.01** of the Burbank Water and Power Rules and Regulations for Utility Service.

147. Applicant shall request an estimate from the BWP Water Division for the installation of recycled water services if additional services are required. All applicable fees shall be paid by the Applicant prior to installation, in accordance with **§ 5.04(b)** of the Burbank Water and Power Rules and Regulations for Utility Service.

Please note that several existing recycled water manholes do not currently have water meters installed and shall be evaluated as part of this request to determine appropriate metering requirements and service connections.

Burbank Water and Power – Electric Division

Plan Information

148. Comply with the latest Burbank Water and Power Rules & Regulations for Utility Service. The Rules are authorized by Burbank Municipal Code; Title 8, Chapter 2, Section 8.2 and are approved by the Council of the City of Burbank on an annual basis.

The Rules and Regulations can be viewed here:
https://www.burbankwaterandpower.com/rules-and-regulations.

149. Comply with the latest Burbank Water and Power Electric Specifications as authorized by the Burbank Water and Power Rules & Regulations for Utility Service. The latest Electric Specifications can be viewed at:

https://burbankwaterandpower.com/electric/specifications.

150. Developer shall be required to execute an Electrical Services Agreement with Burbank Water and Power prior to start of construction.

151. Plans must show proposed electric load for full build out and include space for padmount switch, transformer(s), and location of new meters/meter room.

152. The following information shall be included on the construction plans:

a. Location of the existing electric service panel
b. Dimensions/location of existing/proposed public improvements adjacent to project.
c. The width and the location of all the existing and proposed easements.
d. Fully dimensioned building elevations showing height of structure from natural grade.
e. Proposed location of the new electric service panel/meters.
f. Proposed location of any new pad-mounted electrical equipment.

153. Plan approval will not be given until an electric service confirmation is obtained. Contact BWP Engineering at (818) 238-3575. The plans must show pertinent information related to the method of service as specified on the confirmation.

Load Requirements (BWP Rules and Regulations 2.01(d), 2.01(j), 3.26 per BMC Section 8-2-203)

154. A load schedule and secondary service schematic will be required to determine the extent of the electrical load requirements. An electronic copy of a plot plan of the site, showing all the existing and proposed substructures, complying with BWP AutoCAD standards should also be provided to BWP Electrical Engineering to aid the electrical design. BWP will provide full comments after the electrical sheets are provided. A meeting should be scheduled between the developer, project architect, electrical engineer, and BWP Electrical Engineering early in the design stage of each phase of the project to discuss all the issues and to finalize the location of the facilities.

155. Loads below 5MVA will be fed from the existing system but will require upgrades to accommodate the new development, at the developer's cost.

156. Loads 5MVA or greater will require a new substation. The developer must provide the necessary space (a minimum of 125' x 80', with two 20' access roads on two sides), if a substation is required. Please contact BWP Engineering at (818) 238-3575 for details if the projected load will exceed 5MVA.

Substructure (BWP Rules and Regulations 2.50-2.53, 2.55, 2.80, 2.81 per BMC Section 8-2-203, General Plan Land Use Element Policy 4.11, 4.12)

157. Overhead BWP electrical facilities traversing or adjacent to the development are to be converted to underground at the developer's cost. The developer will be responsible for costs involved in converting existing overhead electric services to underground for any customers impacted by this underground conversion.

158. The proposed development will require the installation of pad-mounted switches and transformers. The pad-mounted switches will be looped on the line side.

159. The proposed development will require transformer and switch pads, which have a vault underneath them. No structures are allowed to be constructed underneath these vaults.

160. The installation of pad-mounted transformers and switches will require the use of a crane or boom truck. To facilitate this installation, a vertical clearance of 40' from the transformer or switch pad level should be maintained. Any design that would restrict vertical access clearance to a level below 40' shall be subject to BWP approval.

161. Provide a minimum 14' x 18' clear accessible area at grade level on undisturbed soil with easy crane access 20-foot wide for each three phase pad-mount transformer facility.

162. Provide a minimum 10' x 17' clear accessible area at grade level on undisturbed soil with easy crane access 20-foot wide for each single-phase pad-mount transformer facility.

163. The proposed development will require the installation of 4' x 6' primary pull-boxes.

164. The proposed development will require the installation of 8' x 14' primary manholes.

165. Additional conduits may be required to provide for future needs.

166. The developer will provide 10' wide recorded easement for the new underground system from the property line to the switch and a minimum 27' x 15' clear accessible easement for a pad-mount switch. The developer's surveyor will provide a legal description of the easements, which will be reviewed by Burbank Water and Power and then processed at the Applicant's expense by the Community Development Department (contact 818-238-5250 for recording).

167. No permanent structures are allowed within any easement.

168. The developer's contractor will provide as-built drawings showing the exact location of underground substructure installed to serve the property.

169. All substructure work including transformer pads, switch pads, pull boxes, grounding systems, primary conduits and secondary conduits are the responsibility of the developer and shall be done in accordance with Burbank Water and Power drawings and specifications.

170. Any existing and proposed substructure on-site and off-site, which may affect the location of the new underground electrical system and any other improvements shall be identified and shown on the final plans in order to avoid a potential conflict with other substructure.

171. BWP will provide the following items at the developer's cost.

    a. Construction drawings for all substructure work

    b. Engineering support during construction

    c. Inspection of the work performed by the developer's contractor to ensure the work is done per the plans provided by BWP and per BWP specifications

    d. Installation of all transformers, switches, primary cables, and metering devices

    e. Termination of the secondary cables at the transformer

172. The developer's contractor shall install secondary conduits, pull cable from the transformer to the switchboard, and terminate the secondary cables on the switchgear.

173. Depending on the location of the switchgear (whether it is outside or inside the building), secondary conduits and cables will be inspected and approved by both the BWP inspector and the Building Inspector (switchgear inside the building) or by the BWP inspector (switchgear outside the building). The Building Inspector will provide structural inspection of secondary conduits for compliance with the Building Code related to concrete encasements, fire walls, support of the conduit package, et cetera. The BWP inspector will inspect the amount and size of secondary conduits and cables.

Safety/Clearances

174. The developer's contractor is responsible for protecting any existing Burbank Water and Power facilities in place. Power poles must be protected in place to prevent any movement of the pole butt during excavation. Anchors must also be protected to prevent slippage or exposure that could result in the reduction or loss of holding power. If these requirements cannot be met, then no excavation will be allowed within three feet from the face of poles and five feet from anchors. *(BWP Rules and Regulations 1.14, 2.01(e), 2.54 per BMC Section 8-2-203)*

175. The developer's contractor is responsible for protecting any existing Burbank Water and Power underground facilities from damage during construction. No crane-imposed loads will be allowed on any existing manhole or pullbox structures. *(California Government Code 4216, BWP Rules and Regulations 1.14, 2.01(e), 2.54 per BMC Section 8-2-203)*

176. Any excavation that restricts vehicular access to existing BWP facilities may require the relocation of such facilities prior to excavation at the developer's cost. *(BWP Rules and Regulations 1.12, 1.14, 2.01(e), 2.52(f), 2.54 per BMC Section 8-2-203)*

Aid-in-Construction

177. The Burbank Water and Power fees for providing electric service are Aid-in-Construction (AIC) charges set forth in Section 3.26 of the latest version of BWP's Rules and Regulations for Electric Service. AIC charges are to recover the actual cost of:

    a) Providing and installing new facilities to serve the customer;

    b) Conducting feasibility studies and engineering;

    c) Relocating existing overhead or underground facilities.

178. A Customer or Developer requesting a new, upgraded or replacement metered electric panel will be charged a Capacity Charge based on the kVA demand of such new, upgraded, or replaced metered electric panels, which will be applied according to the current City of Burbank Fee Resolution. The kVA demand is calculated using the formulas per BWP Rules and Regulations 3.26(g).

179. Depending on local site conditions and the location of the project, AIC costs can vary widely from project to project. For reference, historical AIC costs, including Capacity Charge, for developments between 1 MVA and 5 MVA have ranged from $1,100,000 - $2,200,000 (2025 dollars) per MVA. For projects in this size range, BWP recommends performing a feasibility study early in the project to determine a proposed electrical route and a rough cost estimate.

180. If any portion of the existing BWP facilities needs to be upgraded or relocated due to the subject project, it will be done at the developer's expense.

Metering/Services (BWP Rules and Regulations 2.61-2.75 per BMC Section 8-2-203)

181. All electrical installations must conform to the Burbank Water and Power Rules and Regulations for Electric Service (latest revision).

182. Contact BWP Engineering at (818) 238-3647 (residential) or at (818) 238-3565 (commercial) if the existing service panel requires upgrading.

183. Service to the addition will be from the existing customer-owned facilities.

184. Relocate the existing service; to be determined once plans are submitted.

185. For multi-metered services all numbering must be completed in a permanent manner at all individual units and meter sockets before service can be energized. See BWP Rules and Regulations, Section 2.68 (c) for acceptable labeling (stenciling or riveted tags required, permanent marker is unacceptable). Contact Public Works Engineering for unit designations.

186. The service switchboard rating shall be limited to 3000 Amps. Five copies of EUSERC drawings of the switchboard shall be provided to BWP for approval prior to submittal to the manufacturer. Service shall not be energized unless these drawings are provided.

187. Outdoor meter locations are preferred. When adequate exterior wall space is not available, a separately locked, clearly labeled meter room is acceptable. All meter rooms must be located on the ground floor and have two exit doors equipped with panic hardware. At least one door must lead directly outside. BWP must be supplied with an access key to the room, which will be installed in a lock box adjacent to the door. The developer shall consult BWP for approved location and obtain a service confirmation prior to any installations.

188. All new metered services require a path for meter communications to BWP communication networks. Installation of meters that fail to continuously communicate with BWP communication networks will require additional BWP approved equipment to be installed at the developer's expense to create the appropriate communications path.

Street Lighting (BWP Rules and Regulations 3.19(c)4 per BMC 8-2-203)

189. The developer is responsible for the street lighting system traversing or adjacent to the project. The street light system is required to be underground fed with LED luminaires. If existing lighting conditions do not satisfy this requirement, modification will have to be made at the developer's expense. Standards and luminaries will be supplied by BWP at the developer's expense. A plot plan of the site must be submitted to BWP during the initial planning stage of the project for street light design.

190. Any construction that impacts existing streetlight standards or infrastructure will require relocation at the developer's cost.

Fiber/Communication

191. Burbank Water and Power offers high-speed, high-quality fiber optics-based services through its ONE Burbank program. Fiber service is available to the project if desired. To facilitate connection, a conduit should be installed between the electric meter room and the telecom/data MPOE. For further information, email support@oneburbank.com or call 818-238-3113.

192. Contact AT&T at (866) 577-7726 for any phone company facility conflicts. Contact Charter Communications at (818) 847-5013 for any cable T.V. facility conflicts.

Landscaping (BWP Rules and Regulations 2.52(i) per BMC 8-2-203)

193. Any trees planted in the area adjacent to the street/alley will be of a type that will not grow into the existing power lines and will also have sufficient clearance from the streetlight facilities.

194. All equipment locations and screening structures will be indicated on the plans and must meet the Community Development Department Equipment Screening Guidelines. The plans will include the proposed screening method, height of screening, material finish, and color or species of vegetation. All screen walls, which are a part of, or adjacent to, the proposed building will be shown on the building elevations. All screen walls detached from the building will be included as a separate elevation. Verification of submittal requirements and recommendations for screening requirements shall be by the CDD Director or their designee.

195. BWP landscaping requirements for transformer pads and switch pads:

Due to the natural maturation of trees and other landscaping elements, the following requirements are to be adhered to:

a) New plantings within three feet of the back or sides of the pad and within eight feet of the front shall be of a groundcover type. This is considered the working zone.

b) Outside of the working zone, shrubbery is acceptable within eight feet of the pads, but trees must be beyond an eight-foot radius to lessen future root conflicts.

c) Landscaping grade shall be a minimum of five inches below the grade level of the top of transformer pads.

d) All irrigation and sprinkler systems shall be constructed so that water shall not be directed onto the switch, the transformers, or the concrete pads. Additionally, surface water shall drain away from the concrete pads.

Landscape plans shall adhere to the above requirements, showing proper working clearances for electrical facilities on L-sheets.

Energy Efficiency

196. The electrical design shall comply with California Building Code Title 24 energy efficiency requirements and shall use, wherever practical, surge suppressors, filters, isolation transformers, or other available means to preserve a quality of power of its electrical service and to protect sensitive electronic and computer-controlled equipment from voltage surges, sags, and fluctuations. BWP also recommends the use of an uninterruptible power supply (UPS) and a standby generator for critical loads.

197. Power factor correction to a minimum of 90% will be requested to minimize kVA demand as well as energy use. The developer must use California Nonresident Building Standard to consider and implement energy efficient electrical equipment and devices for minimizing peak demand and wasteful energy consumption ***(BWP Rules and Regulations 2.21 per BMC Section 8-2-203)***.

Electric Vehicle Charging

198. Electric Vehicle (EV) parking capacity shall be in accordance with Title 24 building code requirements. Plans shall detail all planned EV charger installations as well as all EV capable parking spaces. The electrical service panel shall include capacity to simultaneously charge all EV capable parking spots at their full-rated amperage whether installed or not.

199. As part of our efforts to reduce greenhouse gas emissions, improve air quality, and enhance customer service, Burbank Water and Power's Electric Vehicle Charging program promotes the use of electric vehicles by providing rebates for the installation of Level 2 (240V) or DC (480V) charging stations. BWP also installs and maintains a public electric vehicle charging network, consisting of over 100 charging ports. New stations are added each year depending on budget and availability. For more information on the rebates and BWP's charging network, please contact Andres Azarian at 818-238-3868 or AAzarian@burbankca.gov. Additionally, information can be found at https://www.burbankwaterandpower.com/electric-vehicles.

Burbank Fire Department

200. The owner and the owner's architect and/or contractor are responsible for ensuring compliance with all applicable provisions of fire/life safety codes. Such compliances may include but are not limited to fire department access for firefighting, including fire department vehicle access, fire water supplies and appurtenances. Further reviews may require additional requirements or limitations as the project develops - FIRE SPRINKLER, FIRE ALARM, EMERGENCY VEHICLE ACCESS, YARD HYDRANT, UNDERGROUND FIRE WATER AND EMERGENCY RADIO COMMUNICATION SYSTEM PLANS SHALL BE HARD COPY DELIVERED TO THE BURBANK FIRE DEPARTMENT 311 E. ORANGE GROVE AVE. BURBANK CALIFORNIA 91502.

201. All noted information pertaining to the proposed Project shall be shown on plans submitted as part of the Fire Department review for approval.

202. All references are in accordance with the 2025 Edition of the California Fire Code (CFC) and the California Building Code (CBC) as amended by the Burbank Municipal Code.

Parks and Recreation Department

203. Submit landscape and irrigation plans prepared by a licensed landscape architect. Must comply with Municipal Water Efficient Landscape Ordinance (MWELO) requirements if over 500 square feet of landscape.

204. Street trees are required – tree protection zones are required and to be shown on plans. Tree protection zones required before and during all construction.

205. Contact Forestry for list of approved street trees if any need to be planted.

206. All street trees shall be a minimum of 24" box size in trees wells with a minimum dimensions of 5'-0" wide by 8'-0" long, if feasible, but no less than 4'-0 by 6'-0", depending on the tree species.

207. Trees in grass shall be installed with Arbor Guards.

208. Applicant to add the following note on the planting plan: Owner to install the street trees, they must contact the Forestry Supervisor, at (818) 238-5343, at least forty-eight (48) hours prior to installation. Failure to contact the City for inspection and installation may cause the removal and replacement at the owner's expense.

209. Tree wells are required for all proposed trees.

210. Irrigation bubblers are to be provided for the street trees.

211. Automatic controlled irrigation system to be provided to the parkway.

212. Project is subject to the Art in Public Places requirement (BMC 10-1-1114). The Developer/City shall comply with the City's Art in Public Places (APP) Program in accordance with Burbank Municipal Code Section 10-1-1114. This requirement means the Developer/City will be responsible for an APP Program obligation, which is a fee or an artwork installation equal to a percentage of the project's building permit valuation. The exact obligation amount will be calculated, broken down, and verified by City staff as part of the permitting process. You may contact Emin Yusufov (eyusufov@burbankca.gov), Megan Wilke (MWilke@burbankca.gov), and Grace Coronado (GCoronado@burbankca.gov) with any questions or to discuss next steps regarding this requirement.

Addendum to the Mitigated Negative Declaration for Planned Development No. 2002-2 with Development Review No. 2002-42

LEAD AGENCY:

City of Burbank
Community Development Department
Planning Division
150 North Third Street
Burbank, CA 91502
Contact: Federico "Fred" Ramirez, Assistant Community Development Director
(818) 238-5250

PREPARED BY:

Michael Baker International
3760 Kilroy Airport Way, Suite 270
Long Beach, California 90806
Contact: Madonna Marcelo
(213) 627-1036

April 2026

1.0 INTRODUCTION

On March 18, 2003, the City Council of the City of Burbank (City Council) adopted the Mitigated Negative Declaration for Planned Development No. 2002-2 with Development Review No. 2002-42 (2003 MND) pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines for the establishment of a Planned Development for the Civic Center Master Plan. The project evaluated in the 2003 MND consisted of the redevelopment of the Civic Center block bounded by North Glenoaks Boulevard on the northeast, East Olive Avenue on the southeast, North Third Street on the southwest, and East Orange Grove Avenue on the northwest (encompassing 3.60 acres), as well as the southern corner of East Orange Grove Avenue and North Third Street (approximately 0.72 acre). This project proposed the demolition of institutional buildings and surface parking lots and the construction of a new Development and Community Services Building (DCSB), New Central Library, a new Administrative Services Building (ASB), a parking structure, and a public plaza (i.e., Approved Project). The 2003 MND analyzed the environmental impacts associated with the implementation of the Approved Project and determined that impacts would be less than significant with mitigation incorporated for the following issue areas: (1) construction air emissions; (2) indirect impacts to Burbank City Hall, a nationally-registered historical landmark located adjacent to the Approved Project Site; and (3) hazards to vehicular traffic during construction.; and (3) hazards to vehicular traffic during construction.

The City is now proposing modifications to the Approved Project by eliminating the ASB and expanding the New Central Library to accommodate the administrative office functions originally planned for the ASB. More specifically, the modifications would consist of development of a single building that would combine library and civic uses, while retaining the previously approved parking structure and open space (i.e., Revised Project).

In considering the approval for the Revised Project, the City of Burbank (City), as the Lead Agency pursuant to CEQA, is required to consider the environmental consequences of the Revised Project. This addendum addresses the environmental impacts of the Revised Project when compared to those of the Approved Project in accordance with the requirements of CEQA and the CEQA Guidelines.

2.0 STATUTORY BACKGROUND

In accordance with CEQA, when a Lead Agency considers further discretionary approval on a previously approved project, the Lead Agency is required to consider if the previously certified/adopted CEQA document provides adequate basis for rendering a decision on the proposed discretionary action. When making such a decision, the Lead Agency must consider any changes to the project or its circumstances that have occurred and any new information that has become available since the project's CEQA document was certified/adopted.

In accordance with CEQA Guidelines Section 15164(b), an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in CEQA Guidelines Section 15162 calling for a subsequent negative declaration have occurred. Per CEQA Guidelines Section 15162, if substantial changes to a project or its circumstances occur or new information of substantial importance becomes available after adoption of a negative declaration, the Lead Agency shall prepare a subsequent negative declaration or subsequent environmental impact report (EIR). More specifically, CEQA Guidelines Section 15162(a) states:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

As stated above, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions to the adopted negative declaration are necessary or none of the conditions described in CEQA Guidelines Section 15162 calling for a subsequent negative declaration have occurred. The addendum need not be circulated for public review but can be attached to the adopted negative declaration (CEQA Guidelines Section 15164(c)).

This addendum evaluates the Revised Project to determine whether any of the conditions described in CEQA Guidelines Section 15162 calling for a subsequent negative declaration have occurred.

3.0 DESCRIPTION OF THE APPROVED PROJECT

Project Background

In June 1997, the City approved the Burbank Center Plan (BCP) and certified the EIR for the project. The 2003 MND, which was prepared for the Approved Project, tiered off the BCP EIR. This EIR looked at the development permitted in the BCP Area, including 10 opportunity sites, such as the Project Site (Opportunity Area 3). The BCP concentrated new development on these opportunity sites to present both flexibility and opportunity for several development options on

each site, depending on future needs and conditions. CEQA allows lead agencies to "tier" a negative declaration off a broader specific plan EIR, in which the EIR considered development allowed but did not focus on details of a specific project. Therefore, the 2003 MND considered specific details of the Approved Project that the BCP EIR considered only generally. Nonetheless, the BCP envisioned a much larger development than was proposed under the Approved Project (i.e., 350,000 square feet of mid-rise office versus 185,000 square feet of office/library), as described below.

Approved Project

As shown in Figure 1, the Approved Project proposed the construction of the following: a three-story, 66,000-square-foot DCSB; a two-story, 80,000-square-foot New Central Library; a five-level (including two underground levels), 500-space new parking structure; and 20,500 square feet of public plaza on the City block bounded by North Glenoaks Boulevard, East Olive Avenue, North Third Street, and East Orange Grove Avenue. The Approved Project also proposed the construction of a new two-story, 39,000-square-foot ASB with subterranean parking containing a minimum of 89 parking spaces on the City parcel located at the southern corner of East Orange Grove Avenue and North Third Street, which was occupied by the former Municipal Services Building and adjacent to Burbank City Hall.

In addition, the Approved Project proposed the narrowing of North Third Street adjacent to the Approved Project Site from 46 feet to 35 feet by eliminating one lane of motor vehicle traffic and widening the sidewalk by 5.5 feet on both sides of the street.

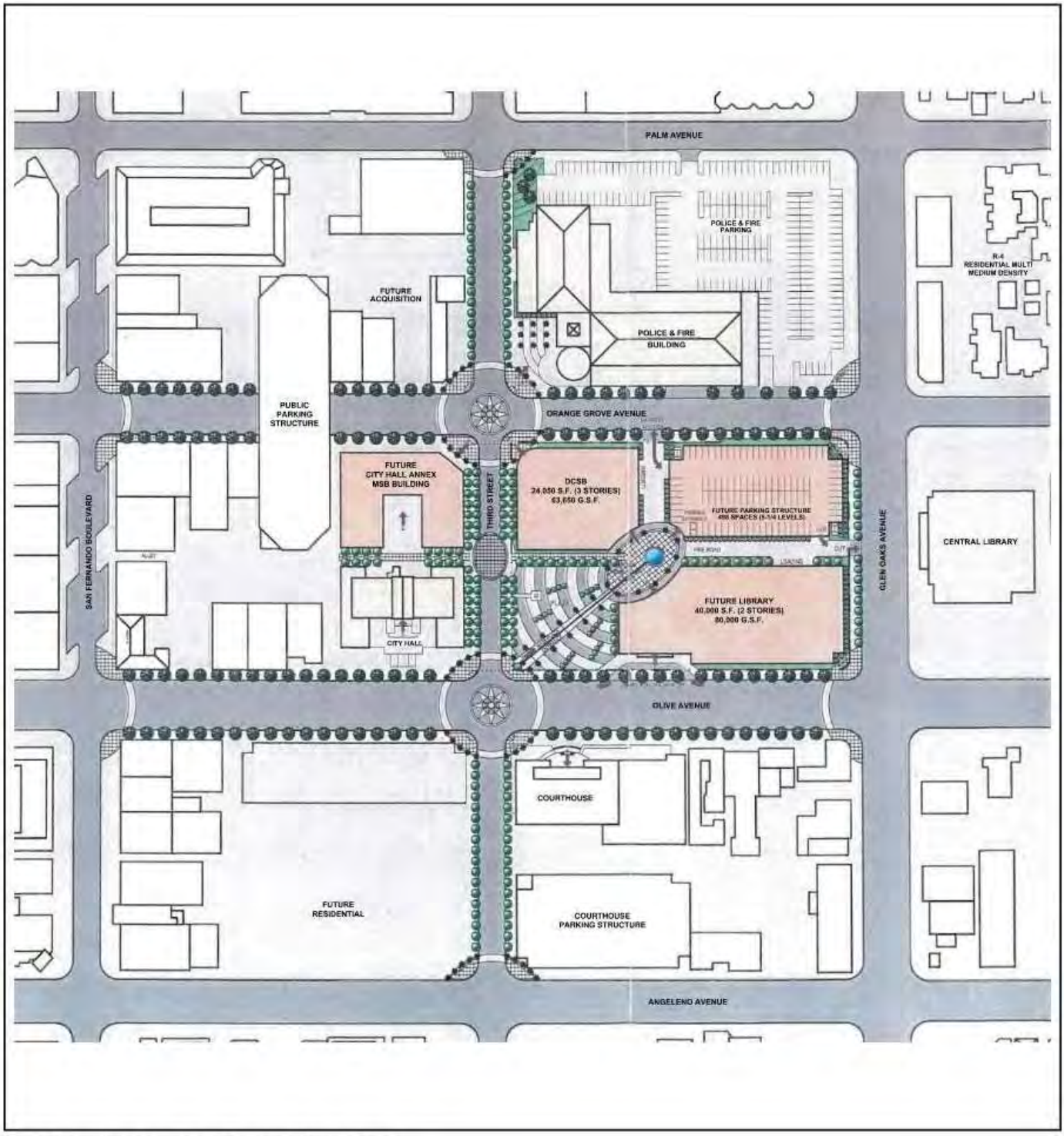
4.0 PROJECT DESCRIPTION

Existing Conditions

As shown in Figure 2, the Civic Center block is currently developed with the Community Services Building (CSB), which was proposed as part of the Approved Project (previously referred to as the DCSB) at the western corner of the block; the old ASB at the southern corner of the block; an existing vacant structure that was formerly occupied by a Wells Fargo Bank branch at the northern corner of the block; a small temporary trailer structure that is currently used by the Burbank Bike Angels along East Orange Grove Avenue between the CSB and the vacant structure; and surface parking areas for use by City offices and visitors in the remaining portions of the block.

Revised Project

As shown in Figure 3, the Revised Project involves eliminating the new ASB that was proposed to be constructed immediately adjacent to City Hall at the southern corner of the intersection of East Orange Grove Avenue and North Third Street under the Approved Project and expanding the New Central Library proposed under the Approved Project to accommodate the administrative office functions originally planned for the proposed ASB. This proposed structure, now referred to as the Revised Project's New Library and Civic Center Building, would involve constructing a four-story, 119,000-square-foot building as compared to the two-story, 80,000-square-foot New Central Library and the two-story, 39,000-square-foot ASB under the Approved Project. As such, while the Revised Project proposes a taller single building, it would merely consolidate the two buildings under the Approved Project to combine the library and civic functions without increasing the square footage. In addition, the Revised Project would retain the parking structure proposed under the Approved Project at the northern corner of the Project Site; however, only four levels with 310 parking spaces are currently proposed as compared to the 5.25 levels with 500 parking



Source: Widom Wein Cohen O'Leary Terasawa, March 11, 2002

ADDENDUM TO THE MND FOR PLANNED DEVELOPMENT NO. 2002-2
WITH DEVELOPMENT REVIEW NO. 2002-42

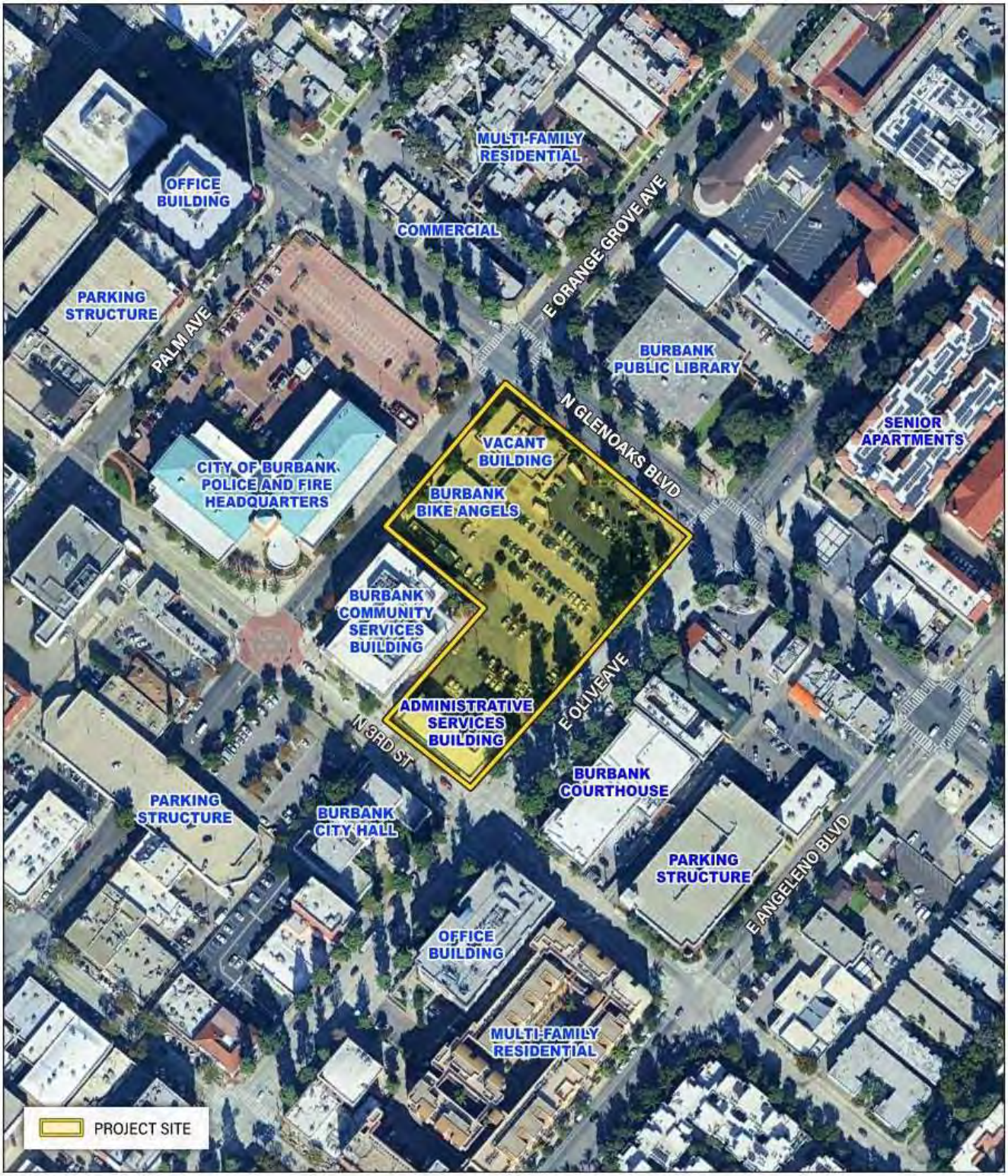
Michael Baker INTERNATIONAL

NOT TO SCALE

02/2026 • JN 212119

Approved Project Site Plan

Figure 1



Source: Google Earth Pro, February 2026

ADDENDUM TO THE MND FOR PLANNED DEVELOPMENT NO. 2002-2
WITH DEVELOPMENT REVIEW NO. 2002-42

Michael Baker INTERNATIONAL

NOT TO SCALE

02/2026 • JN 212119

Existing Uses on the Project Site and in the Surrounding Area

Figure 2

Source: MOCA Systems, Inc., December 2025

Michael Baker INTERNATIONAL

NOT TO SCALE

02/2026 • JN 212119

ADDENDUM TO THE MND FOR THE PLANNED DEVELOPMENT NO. 2002-2
WITH DEVELOPMENT REVIEW NO. 2002-42

Revised Project Site Plan

Figure 3

spaces proposed under the Approved Project. Similarly, the Revised Project would retain the public plaza proposed under the Approved Project at the southern corner of the Project Site; however, it would occupy a larger area as a 42,430-square-foot public plaza/open space is proposed as compared to the 20,500-square-foot public plaza proposed under the Approved Project. As with the Approved Project, the building heights proposed for the Revised Project's New Library and Civic Center Building and parking structure would be well under the 90-foot limit allowed by-right in the Civic Center area of the City Center Subarea of the BCP area. The Project would also require a parcel map to be processed in accordance with Burbank Municipal Code (BMC) Title 11 (Subdivisions) to build out the Project on new parcels within the Project Site that align with each component of the Civic Center Master Plan—the existing CSB building, new open space/plaza area, new library and civic center building, and new parking structure.

The Revised Project's New Library and Civic Center Building and parking structure would incorporate energy and water conservation features in compliance with the requirements of the California Green Building Standards (CALGreen) Code.

As with the Approved Project, Development Review will be processed for the proposed improvements on-site under the Revised Project to verify that the Revised Project would comply with all BMC requirements, Planned Development standards, and the associated conditions of approval.

5.0 ENVIRONMENTAL ANALYSIS

This section discusses the environmental factors potentially affected based on current information and the description of the Revised Project. The analysis presented herein compares the impacts in the adopted 2003 MND to those of the Revised Project, described above. Specifically, the following subsections address environmental topics that were evaluated in the 2003 MND to determine if the impacts of the Revised Project are similar to the impacts discussed in the 2003 MND or whether the Revised Project would result in new significant environmental effects, a substantial increase in the severity of previously identified significant effects, or new information of substantial importance. This section also presents the mitigation measures and/or conditions of approval from the 2003 MND that are applicable to the Revised Project.

5.1 AESTHETICS

According to the 2003 MND, the height of the approved DCSB was proposed to be approximately 61 feet above average grade, while the New Central Library, Parking Structure, and ASB were proposed to be approximately 30 feet, 35 feet, and 35 feet, respectively. The 2003 MND determined that these building heights would not have a substantial adverse effect on any scenic vistas or damage scenic resources. In addition, the 2003 MND concluded that the Approved Project would not significantly impact the aesthetics of the neighborhood or generate significant levels of light or glare. Compliance with the BMC required lighting for the Approved Project to be focused on the site and shielded away from surrounding properties, and the use of glare-producing building materials would be limited. Therefore, the 2003 MND concluded that the Approved Project would result in no impact on aesthetics.

Under the Revised Project, the previously proposed two-story, 35-foot-tall ASB would no longer be constructed adjacent to City Hall, whose architecture as a historic structure is considered a scenic resource by the City. The ASB's administrative service uses would instead be incorporated into the proposed structure located farther away near the North Glenoaks Boulevard/East Olive Avenue

intersection. The Revised Project's New Central Library and Civic Center Building would increase the height of the previously proposed New Central Library from two stories (30 feet) to four stories with heights ranging from 65 feet to 70 feet. As such, the height of the New Library and Civic Center Building would be comparable to the 61-foot tall CSB, which has already been constructed under the Approved Project. The New Library and Civic Center Building would continue to be located in an urbanized area, where scenic views of the Verdugo Mountains are not readily available from the Project Site. In addition, while the Revised Project would increase the height of the proposed parking structure near the North Glenoaks Boulevard/East Orange Grove Avenue intersection from 35 feet to 42 feet, the structure would remain reduced in scale when compared to the adjacent CSB. As described above and as with the Approved Project, the building heights proposed for the Revised Project's New Library and Civic Center Building and parking structure would be well under the 90-foot limit allowed by-right in the Civic Center area of the City Center Subarea of the BCP area. Furthermore, the Revised Project would expand the proposed plaza and open space from 20,500 square feet to 42,430 square feet, providing more open space and a greater setback of the proposed New Library and Civic Center Building from the historic City Hall building and enhance the visual character and quality to the Project Site. As with the Approved Project, the Revised Project would comply with BMC requirements related to light and glare, and the use of glare-producing building materials would be limited. Therefore, consistent with the determination in the 2003 MND, the Revised Project would not result in aesthetics impacts. As such, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts that would affect the no impact determination in the 2003 MND.

5.2 AGRICULTURE RESOURCES

According to the 2003 MND, there are no agricultural resources in the vicinity of the Approved Project Site. The City of Burbank does not contain farmland resources or any land zoned for agricultural use. As such, the 2003 MND concluded that no impacts related to agricultural resources would occur under the Approved Project.

The Revised Project would eliminate the previously proposed ASB and incorporate its administrative service uses into the proposed New Library and Civic Center Building. The Revised Project would also retain the previously approved parking structure and public plaza with only modifications to their size. As with the Approved Project, the Revised Project Site does not contain any agricultural or farmland resources or any land zoned for agricultural use. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to agriculture resources that would affect the no impact determination in the 2003 MND.

5.3 AIR QUALITY

According to the 2003 MND, the City of Burbank, which is located within the South Coast Air Basin, consistently generated the highest levels of smog in the United States (U.S.). The 2003 MND determined that the Approved Project would not conflict with or obstruct implementation of the South Coast Air Quality Management District's (SCAQMD) Air Quality Management Plan and would comply with BMC trip reduction requirements, where applicable. Therefore, the 2003 MND concluded that the Approved Project would not conflict with applicable air quality plans.

However, the 2003 MND determined that construction of the Approved Project could result in short-term deterioration in air quality in the immediate vicinity of the Approved Project Site due to emissions from construction equipment and possible fugitive dust during grading and excavation. To reduce these impacts to a less-than-significant level, the 2003 MND identified mitigation measures consistent with the SCAQMD guidelines. With implementation of the following mitigation measures, the 2003 MND concluded that air quality impacts would be less than significant.

Mitigation Measures from the 2003 MND

1. The developer shall use energy efficient equipment that produces low particulate and nitrogen oxide emissions, when available.
2. The developer shall cease use of equipment during second and third stage smog alerts as issued by the South Coast Air Quality Management District.
3. The developer shall cease grading and water truck use during periods of high winds (greater than 25 mph).
4. The developer shall use a water truck during grading and excavation phases to control fugitive dust (twice per day at minimum).

In addition, the 2003 MND determined that operation of the Approved Project would not result in a net increase of criteria pollutants, contribute to a non-stationary source “hot spot,” expose sensitive receptors to substantial pollutant concentrations, or create objectionable odors. Thus, no operational-related impacts were anticipated.

Under the Revised Project, the previously proposed ASB, including its subterranean and aboveground structure, would no longer be developed, while the scale of other proposed uses would slightly increase. As discussed in Section 4.0, the CSB has already been constructed under the initial phase of development of the Approved Project. As such, the overall duration and intensity of construction activities under the next phase of development as proposed under the Revised Project are not anticipated to exceed those of the Approved Project. Moreover, daily construction activities of the Revised Project would not be more intense than daily construction activities of the Approved Project. In addition, due to increasing construction equipment emission regulations, construction fleets in 2026 (consisting primarily of Tier III and Tier IV equipment) generate less emissions than those in 2003, as considered in the adopted 2003 MND. With implementation of applicable SCAQMD air quality requirements and the same mitigation measures proposed by the Approved Project, the Revised Project would result in similar or less daily maximum emissions during construction.

Regarding operation, the combined square footage of the previously proposed New Central Library (80,000 square feet) and ASB (39,000 square feet) would be the same as that proposed for the New Central Library Building (119,000 square feet) under the Revised Project. Accordingly, the Revised Project would not exceed the staff/occupant capacity of the Approved Project and associated vehicle trip generation as the Revised Project would simply consolidate the uses associated with the New Central Library and the new ASB under the Approved Project. In addition, as described above, the Revised Project’s New Library and Civic Center Building and parking structure would incorporate energy and water conservation features in compliance with the requirements of the CALGreen Code, which would be an improvement over the Approved Project as green building standards (developed in 2007) have greatly improved and become more stringent when compared to the building standards that were in effect in 2003 for the Approved

Project. As with the Approved Project, the Revised Project would comply with BMC trip reduction requirements. As such, the Revised Project's long-term operational emissions would not exceed those of the Approved Project, including those generated by energy usage and on-site area sources. Therefore, because (1) the Revised Project would be required to comply with air quality regulations and mitigation measures identified in the 2003 MND during construction, (2) there are no new sensitive receptors located adjacent to the Project Site, and (3) given the scale and duration of construction activities, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to air quality that would affect the determinations of no impact and less-than-significant impact with mitigation in the 2003 MND.

5.4 BIOLOGICAL RESOURCES

According to the 2003 MND, the Approved Project Site did not contain any apparent rare, threatened, endangered, special-status, or sensitive animal or plant species identified by the California Department of Fish and Game[1] or the U.S. Department of Fish and Wildlife,[2] as the site was located in a commercial area within an urbanized region. Additionally, the 2003 MND determined that no riparian or wetland habitats existed or could be impacted in the Approved Project area, and the Approved Project would not conflict with any adopted local, regional, or State policies, ordinances, or conservation plans. Therefore, the 2003 MND concluded that the Approved Project would result in no impact to biological resources.

The Revised Project would eliminate the previously proposed ASB and incorporate its administrative service uses into the proposed New Library and Civic Center Building. The Revised Project would also retain the previously approved parking structure and public plaza with only modifications to their size. These design changes would not alter the biological setting of the Project Site. As with the Approved Project, the Revised Project Site is located within a fully developed, urban commercial area that does not support any rare, threatened, endangered, special-status, or sensitive animal or plant species identified by CDFW or USFWS.[3] The Project Site continues to lack riparian, wetland, or other sensitive habitat types, and the Revised Project would remain consistent with all applicable local, regional, and State biological resource policies and conservation plans. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to biological resources that would affect the no impact determination in the 2003 MND.

5.5 CULTURAL RESOURCES

According to the 2003 MND, the Approved Project was located on a developed site in an urbanized area that was not listed in the City's Historic Preservation Plan as a potentially

[1] California Department of Fish and Game is currently known as the California Department of Fish and Wildlife (CDFW).

[2] U.S. Department of Fish and Wildlife is currently known as the U.S. Fish and Wildlife Service (USFWS).

[3] For the Revised Project, a desktop literature (i.e., California Natural Diversity Database and iNaturalist) and photographs review was conducted to verify that the Project Site and the surrounding areas do not support any sensitive species. Since there are no riparian areas on the Project Site and in the immediate vicinity, no suitable habitat to support the least Bell's vireo is present to result in any impact to this species. With regard to bats, the street trees along the perimeter of the Project Site and immediate vicinity do not have overgrown, thick canopies in which bats could roost; as such, the potential for bats to occur on-site or utilize the street trees is not anticipated. With regard to the monarch butterflies, photographs associated with the iNaturalist records were reviewed, but none showed any roost locations on the Project Site and in the immediate vicinity. In addition, the Project Site and the immediate vicinity are far inland to provide suitable roost for the winter.

significant site. The 2003 MND determined that there were no known sites or areas in the vicinity associated with archaeological or paleontological resources, ethnic cultural heritage, human remains, or religious or sacred uses. As such, the 2003 MND concluded that no related impacts would occur under the Approved Project.

With regard to historic resources, since the ASB was proposed for development immediately adjacent to Burbank City Hall, which is a nationally registered historic landmark, the City of Burbank Historic Preservation Commission would have been required to review and make recommendations to the City Council regarding the ASB design. The 2003 MND stated that the environmental review was based on the information available at that time and that subsequent review could be necessary upon the selection of the ASB's design. With implementation of such mitigation as related to the ASB design review process, the 2003 MND concluded that impacts to historic resources would be less than significant with mitigation.

Under the Revised Project, the previously proposed ASB would no longer be developed immediately adjacent to City Hall, and no other development is proposed at that location. As such, the mitigation measure under the Approved Project would no longer be required under the Revised Project, and impacts related to historic resources would not occur. In addition, with the elimination of the ASB and its subterranean parking, the overall ground disturbance required by the Revised Project would be reduced when compared to the Approved Project. The Revised Project would not require any additional ground disturbance than that proposed under the Approved Project. Accordingly, under the Revised Project, the impact determinations related to archeological resources, paleontological resources, ethnic cultural heritage, human remains, or religious or sacred uses would be consistent with those of the Approved Project. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to cultural resources that would affect the determinations of no impact and less-than-significant impact with mitigation in the 2003 MND.

5.6 GEOLOGY AND SOILS

According to the 2003 MND, the Approved Project Site is located within two miles of the Verdugo Fault and is on alluvial and alluvial fan deposits identified as Qyf2. The 2003 MND determined that the site is also located on a stable geologic unit with no known history of landslide, spreading, subsidence, liquefaction, or collapse. The 2003 MND noted that compliance with the Uniform Building Code would be required during project review and determined that the Approved Project would not expose people or property to geologic hazards, such as earthquakes, landslides, or similar hazards (e.g., seismic ground shaking; inundation; expansive soils) to any extent greater than what already existed on the site and in the surrounding area. Additionally, the 2003 MND stated that the Approved Project was located in Zone X of the Federal Emergency Management Agency (FEMA) Flood Map, an area determined to be outside of the 500-year floodplain. As such, the 2003 MND concluded that no impacts from these issues would be anticipated. Furthermore, the 2003 MND determined that the Approved Project would not result in soil erosion but could result in the loss of some soil during excavation. Nonetheless, the 2003 MND concluded that such impacts would be less than significant.

As with the Approved Project, the Revised Project would be located in an urbanized area that has been built out with civic uses, including the CSB, which has already been constructed under the Approved Project. The Revised Project would eliminate the previously proposed ASB, including

its subterranean structure, and would expand the New Central Library to accommodate those administrative functions and consolidate the uses originally proposed in the ASB and the New Central Library under the Approved Project into one building. The Revised Project would also retain the previously approved parking structure and public plaza with only modifications to their size. Similar to the Approved Project, as seismic issues are predominantly site-specific, these changes would not alter the Project Site's geologic context, result in the loss of a unique geologic feature, or exacerbate any existing geologic conditions on the Project Site. As with the Approved Project, the Project Site is not located within an Alquist-Priolo Earthquake Fault zone, remains in Zone X of the FEMA Flood Map, and is underlain by stable alluvial deposits with no documented landslide, liquefaction, subsidence, spreading, or collapse risks.[4,5] Consistent with the Approved Project, the Revised Project would be required to comply with applicable seismic building standards under the California Building Code,[6] as adopted by the City, including, but not limited to, those related to soil conditions, foundations, and building design. Furthermore, the Revised Project would comply with all applicable regulations and best management practices related to soil and erosion control during construction activities and would not be expected to result in soil erosion.

Because the Revised Project does not introduce new geologic constraints or increase the severity of geologic hazards, there are no material changes in circumstances. Implementation of the Revised Project would not result in any new significant or substantially more severe geology and soils impacts that would affect the determinations of no impact and less-than-significant impact in the 2003 MND.

5.7 HAZARDS AND HAZARDOUS MATERIALS

According to the 2003 MND, development of the Approved Project would not result in the release of hazardous materials or other hazardous conditions. The 2003 MND noted that an explosion or other hazardous conditions could occur during construction if natural gas or other pipelines were damaged or punctured; however, the 2003 MND concluded that, because the developer would be required to comply with all applicable City codes, the likelihood of such an incident would be eliminated. The 2003 MND stated that most construction work would occur outside of the public rights-of-way; therefore, significant impacts related to interference with an emergency response or evacuation plan were not anticipated. Any street excavation or other use or blockage of the public right-of-way would be required to conform to the Standard Specifications for Public Works Construction and the State of California Traffic Manual or other regulations as required by the City's Public Works Department at the time of permit approval. Additionally, the 2003 MND determined that the Approved Project would not result in the exposure to wildfire risk as the Civic Center area is not located in any fire hazard severity zones[7] or potential hazards to airport/airstrip uses as there are none located within two miles of the Civic Center area. The Approved Project Site was not listed on the State of California Hazardous Waste and Substances Site list, and a

4 California Department of Conservation, California Geological Survey, Earthquake Zones of Required Investigation, https://maps.conservation.ca.gov/cgs/informationwarehouse/eqzapp/, accessed on February 6, 2026.

5 FEMA, National Flood Hazard Layer (NFHL) Viewer, FIRM Panel 06037C1345F, https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd, accessed on February 6, 2026.

6 The Uniform Building Code was last published in 1997 and has been superseded by the International Building Code. The California Building Code (California Code of Regulations, Part 2 of Title 24) now includes the International Building Code, as well as California amendments.

7 California Department of Forestry and Fire Protection, Fire Hazard Severity Zones, https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones, accessed February 12, 2026.

"Phase 1 analysis" performed for a portion of the site (former Fire Department Headquarters at 353 East Olive Avenue) indicated that previous uses may have had only minimal impact on the environment and that any hazardous materials stored on-site appeared to have been stored properly. Therefore, the 2003 MND concluded that no impacts related to such hazards and hazardous materials concerns would occur.

The 2003 MND identified Bellarmine-Jefferson High School as the nearest school, located approximately 330 feet from the Approved Project Site. However, based on the details provided above and in the 2003 MND, the Approved Project would not be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. As such, impacts on schools related to hazardous materials were determined to be less than significant under the Approved Project.

The Revised Project would eliminate the previously proposed ASB and would expand the New Central Library to incorporate and consolidate those administrative functions and the library into one building. The Revised Project would retain the previously approved parking structure and public plaza with only modifications to their size. As with the Approved Project, the Revised Project would include limited use of hazardous materials that are typical of office and civic uses; these hazardous materials generally include, but are not limited to, cleaning solvents, painting supplies, pesticides for landscaping, and chemicals used for building maintenance, which are not considered significant hazards to the public or the environment. Project construction would likewise include limited hazardous substances, but use of those substances is also closely regulated and would be controlled. As with the Approved Project, the Revised Project would be required to comply with all applicable City building codes and safety standards, including requirements intended to reduce the likelihood of utility damage, accidental releases of hazardous materials, or other hazardous conditions. With regard to the previous use identified in the "Phase 1 analysis" referenced in the 2003 MND for the Approved Project, for further clarification, the case associated with the underground storage tanks (USTs) formerly located in the eastern portion of the Civic Center block was closed as of March 10, 2000; according to the closure report, a site investigation and remedial action for the USTs formerly located at 353 East Olive Avenue were completed.[8] Any necessary work in the public right-of-way would continue to conform to the Standard Specifications for Public Works Construction and the State of California Traffic Manual, ensuring that emergency access and evacuation routes are maintained. The Project Site remains in a fully urbanized area that is not subject to wildfire hazards, and there are still no airports within two miles of the site. Therefore, no impacts related to the hazards concerns above would occur under the Revised Project.

While the 2003 MND identified Bellarmine-Jefferson High School as the nearest school, the school subsequently closed in 2019.[9] Accordingly, under existing conditions, the nearest school to the Project Site is Saint Robert Bellarmine Elementary School, which is located approximately 630 feet to the northeast. As with the Approved Project, because the Revised Project would not introduce new hazardous materials uses, it would not pose a risk to nearby students, staff, or school operations. Any surrounding hazardous materials storage would continue to be properly regulated and contained in accordance with existing applicable regulations related to the

[8] California State Water Resources Control Board, GeoTracker, Burbank Fire Station #11 (T0603702510), https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0603702510, accessed February 11, 2026.

[9] California Department of Education, California School Directory, Bellarmine-Jefferson High School, https://www.cde.ca.gov/schooldirectory/details?cdscode=19643376934236, accessed February 10, 2026.

transport, use, and disposal of hazardous materials, and impacts to schools would remain less than significant under the Revised Project.

Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts related to hazards or hazardous materials that would affect the determinations of no impact and less-than-significant impact in the 2003 MND.

5.8 HYDROLOGY AND WATER QUALITY

According to the 2003 MND, surface runoff and drainage impacts under the Approved Project would be reduced to a less-than-significant level through compliance with City-mandated codes and Regional Water Quality Control Board (RWQCB) regulations. The 2003 MND also stated that the Approved Project Site was not located within a 100-year flood hazard area or in an area prone to seiche, tsunami, or mudflow. The Approved Project was determined to be located in Zone X of the FEMA Flood Map, which is an area determined to be outside of the 500-year floodplain. Therefore, the 2003 MND concluded that the Approved Project would result in no impacts related to floodplains or flood flows.

The Revised Project would eliminate the previously proposed ASB and would expand the New Central Library to incorporate and consolidate those administrative functions and the library into one building. The Revised Project would retain the previously approved parking structure and public plaza with only modifications to their size. These design changes would not alter the site's hydrologic setting. The Project Site has been developed and is predominantly impervious prior to and since the publication of the 2003 MND, and, as such, similar to the Approved Project, the Revised Project would not deplete or interfere with groundwater supply or recharge. Buildout of the Revised Project would result in a similar amount of impervious surface area compared to that of the Approved Project. Accordingly, the flow rate and volume of stormwater runoff and discharges from the Revised Project would not exceed those considered for the development of the Approved Project. In addition, as with the Approved Project, the Revised Project would be required to comply with all applicable City requirements and RWQCB regulations regarding stormwater discharge, including, but not limited to, low impact development and control of stormwater flow and runoff. Accordingly, such impacts would remain less than significant under the Revised Project. In addition, the Project Site remains in an area mapped as FEMA Zone X, outside of areas prone to 100-year flood hazards, seiche, tsunami, and mudflow. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to hydrology and water quality that would affect the determinations of no impact and less-than-significant impact in the 2003 MND.

5.9 LAND USE AND PLANNING

According to the 2003 MND, the Approved Project would not physically divide an established community and was intended to complement the surrounding area, including Burbank's Downtown. The 2003 MND determined that the Approved Project would be consistent with the City's General Plan land use designation of City Center Commercial, which allows development of City offices and a public library. The property was zoned BCC-2 (Burbank Center Commercial Limited Business) and BCC-3 (Burbank Center Commercial General Business); however, the 2003 MND noted that a Planned Development process would be required to allow reduced

setbacks, landscaping, and other specific development standards proposed. Nonetheless, the 2003 MND concluded that the Approved Project would result in no impact related to land use and planning.

The Revised Project would eliminate the previously proposed ASB and would expand the New Central Library to incorporate and consolidate those administrative functions and the library into one building. The Revised Project would also retain the proposed parking structure and public plaza with changes only to their size. While the building configuration, height, and square footage allocations would differ from the Approved Project, the Revised Project would continue to provide the same civic uses previously approved and would remain consistent with the City's General Plan and zoning designation. In addition, as with the Approved Project, the building heights proposed for the Revised Project's New Library and Civic Center Building and parking structure would be well under the 90-foot limit allowed by-right in the Civic Center area of the City Center Subarea of the BCP area. As with the Approved Project, Development Review will be processed for the proposed improvements on-site under the Revised Project to verify that the Revised Project would comply with all BMC requirements, Planned Development standards, and the associated conditions of approval. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to land use and planning that would affect the no impact determination in the 2003 MND.

5.10 MINERAL RESOURCES

According to the 2003 MND, the Approved Project was not expected to cause a loss in the availability of known mineral resources. No actual mineral resources were known to exist on the Approved Project Site, which is located in an urbanized area designated for non-mining compatible land uses. The 2003 MND identified that Approved Project Site as being located in an MRZ-3 zone (areas containing mineral deposits of which the significance cannot be evaluated) on the State of California Mineral Land Classification map. Therefore, the 2003 MND concluded that the Approved Project would result in no impact on mineral resources.

The Revised Project would eliminate the previously proposed ASB and would expand the New Central Library to incorporate and consolidate those administrative functions and the library into one building. The Revised Project would retain the previously approved parking structure and public plaza with only modifications to their size. These changes do not alter the mineral resource context of the Project Site. As with the Approved Project, the Revised Project Site remains within an MRZ-3 zone in an urbanized portion of the City that contains no known mineral resources and is not designated for mineral extraction. In addition, although Burbank2035 acknowledges that the City could be underlain by significant mineral resources, mining would not be feasible and that the City is not considered to be a potential future source for mineral resources.[10] As such, the Revised Project would not result in the loss of availability of a known mineral resource or locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to mineral resources that would affect the no impact determination in the 2003 MND.

[10] City of Burbank, Burbank2035: General Plan Open Space and Conservation Element, adopted February 19, 2013.

5.11 NOISE

According to the 2003 MND, the Approved Project would not result in the exposure of people to severe noise levels, other than minor and short-term occurrences during construction. The 2003 MND determined that short-term noise and vibration impacts from demolition, excavation, and construction activities could affect the surrounding residential and commercial properties; however, the 2003 MND determined that compliance with the City's adopted construction hours and the Building and Safety Division's imposed requirement to provide a barrier surrounding the construction site would reduce these construction impacts to less-than-significant levels.

Under the Revised Project, the previously proposed ASB, including its subterranean and aboveground structure, would no longer be developed, while the scale of other proposed uses would slightly increase. As discussed in Section 4.0, the CSB has also already been constructed under the initial phase of development of the Approved Project. As such, the overall duration and intensity of construction activities under the Revised Project are not anticipated to exceed those of the Approved Project. Moreover, daily construction activities of the Revised Project would not be more intense than daily construction activities of the Approved Project. In addition, as with the Approved Project, the Revised Project would adhere to City-permitted hours for construction activities and comply with the imposed requirement to provide a noise barrier surrounding the construction site. Therefore, construction noise and vibration impacts resulting from the Revised Project would not exceed the impact identified in the 2003 MND for the Approved Project.

During operation, when compared to the Approved Project, the Revised Project would provide a total of 310 parking spaces (190 fewer parking spaces in the proposed parking structure and elimination of 89 parking spaces in the ASB). The Revised Project would comply with BMC trip reduction requirements and would not exceed the staff/occupant capacity of the Approved Project and associated vehicle trip generation. Furthermore, the Revised Project would locate stationary noise sources, such as heating, ventilation, and air conditioning (HVAC) units on rooftops or within the proposed structure(s), in order to minimize on-site noise. Also, while the Revised Project would increase the proposed plaza/open space from 20,500 square feet to 42,430 square feet, the resulting noise from persons using the space would result in a negligible increase because the area would continue to consist of a civic plaza and passive, pedestrian-oriented open space. Therefore, operational noise impacts of the Revised Project would not exceed the impact identified in the 2003 MND for the Approved Project.

Additionally, as with the Approved Project, the Revised Project would not result in excessive noise levels within the vicinity of airport/airstrip uses as there are none located within two miles of the Project Site.

Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts related to noise that would affect the determinations of no impact and less-than-significant impact in the 2003 MND.

5.12 POPULATION AND HOUSING

According to the 2003 MND, the Approved Project involved demolition of institutional buildings and surface parking lots and construction of new City facilities. The Approved Project did not include development of residential units or the demolition of existing housing as no residential

units existed on the Approved Project Site. As such, the 2003 MND determined that the Approved Project would have no impact to population and housing.

The Revised Project would eliminate the previously proposed ASB and would expand the New Central Library to incorporate and consolidate those administrative functions and the library into one building. The Revised Project would retain the previously approved parking structure and public plaza with only modifications to their size. Although the Revised Project would modify the configuration and height of the proposed civic facilities, the proposed development would continue to consist solely of municipal and civic uses and would not result in the construction of dwelling units or result in a measurable increase in population from possible relocation of future employees of the Revised Project. Additionally, as with the Approved Project, since there are no housing units located on-site, the Revised Project would not remove or displace any existing housing units. Accordingly, the Revised Project would not directly or indirectly induce population growth that would exceed regional or local population estimates. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to population and housing that would affect the no impact determination in the 2003 MND.

5.13 PUBLIC SERVICES

According to the 2003 MND, the Approved Project would increase the availability of library resources within the City, and the proposed buildings would accommodate City offices located in on-site buildings proposed for demolition. The 2003 MND concluded that the Approved Project would have no impact on public services in the City.

The Revised Project would eliminate the previously proposed ASB and would expand the New Central Library to incorporate and consolidate those administrative functions and the library into one building. The Revised Project would retain the previously approved parking structure and public plaza with only modifications to their size. As with the Approved Project, the Revised Project would increase the availability of library resources within the City, and the proposed new building would accommodate the functions of the ASB that would be demolished as part of the Revised Project. The Revised Project would be served by existing public services and would not result in impacts to publicly-managed facilities, including those supporting fire and police protection services, schools, parks, libraries, and other public facilities. Accordingly, the Revised Project would not present unique or more difficult circumstances that would warrant any new or expanded public services or facilities. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to public services that would affect the no impact determination in the 2003 MND.

5.14 RECREATION

According to the 2003 MND, the Approved Project was expected to increase recreational facilities within the City through the development of the New Central Library and passive plaza at the northeastern corner of East Olive Avenue and North Third Street. These components of the Approved Project were anticipated to serve as amenities for users of nearby City facilities and surrounding properties. The 2003 MND concluded that the Approved Project would improve the overall environment of the Civic Center area and its vicinity and would have no adverse environmental impacts related to recreation.

The Revised Project would eliminate the previously proposed ASB and would expand the New Central Library to incorporate and consolidate those administrative functions and the library into one building. The Revised Project would retain the previously approved parking structure and public plaza with only modifications to their size. As with the Approved Project, the Revised Project would increase the availability of recreational facilities within the City through the construction of the passive plaza. As stated in Section 5.12. Population and Housing, the Revised Project would not directly or indirectly induce substantial population growth that would, in turn, increase in the use of neighborhood parks and recreation facilities. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to recreation that would affect the no impact determination in the 2003 MND.

5.15 STORMWATER

According to the 2003 MND, the Approved Project would be required to comply with all applicable regulations governing stormwater discharge. The 2003 MND determined that the Approved Project would not involve the use of any environmentally harmful or hazardous materials that could adversely affect biological systems or overall water quality. Therefore, the 2003 MND concluded that implementation of the Approved Project would have no impacts related to stormwater.

Under the Revised Project, the previously proposed ASB would no longer be developed directly adjacent to City Hall, and no other development would occur at that location. As discussed in Section 4.0, the CSB has already been constructed under the initial phase of development of the Approved Project. Compared to buildout of the remaining development proposed under the Approved Project, the Revised Project would result in a similar amount of impervious surface area. Accordingly, the flow rate and volume of stormwater runoff and discharges from the Revised Project would not exceed those anticipated from the development of the Approved Project. In addition, as with the Approved Project, the Revised Project would comply with all applicable regulations regarding stormwater discharge, including, but not limited to, soil and erosion control during construction, low impact development, control of stormwater flow and runoff, and hazardous materials use and disposal. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to stormwater that would affect the no impact determination in the 2003 MND.

5.16 TRANSPORTATION/TRAFFIC

The 2003 MND determined that construction of the Approved Project would result in substantial, but temporary, increases in truck and equipment traffic and short-term modifications to local vehicular circulation patterns. As such, the 2003 MND included mitigation measures requiring (1) signage and traffic personnel to control ingress/egress for construction vehicles and (2) construction worker parking management. With incorporation of these mitigation measures, traffic impacts on the street system were determined to be less than significant.

The 2003 MND identified that the BCP EIR had anticipated a substantially higher development intensity (i.e., 380,000 square feet of general office use and 50,000 square feet of library use) for the Approved Project Site and, thus, a higher trip generation. However, the BCP EIR had not required traffic-related capital improvements to maintain adequate levels of service (LOS) for

nearby intersections. As such, the 2003 MND concluded that no impacts related to LOS would occur under the Approved Project.

According to the 2003 MND, the Approved Project would not be expected to result in inadequate emergency access or create hazardous design features, and the City would implement corner-radius improvements at several intersections as required by the City's Public Works Department. The 2003 MND also analyzed the narrowing of North Third Street from 46 to 35 feet and found the change would not significantly affect traffic circulation, and the streetscape modifications (wider sidewalk, mid-block crossing, and narrowed roadway) were determined to improve pedestrian circulation. Furthermore, the Approved Project would be located within a transit-rich area with commercial uses within walking distance and would comply with transportation demand management and trip reduction requirements, such as rideshare/transit incentive programs. As such, the Approved Project would not conflict with policies supporting alternative transportation.

With regard to vehicle parking, parking requirements were evaluated for the phased development of the DCSB, ASB, and New Central Library under the Approved Project. The 2003 MND concluded that, although on-site parking could be reduced during early phases, adequate parking would remain available within the Downtown Parking District and on nearby City properties. At full buildout, the 2003 MND determined that the Approved Project would be expected to meet its parking demand, and parking impacts would be less than significant.

Finally, the 2003 MND concluded that the Approved Project would not affect air traffic patterns.

<u>Mitigation Measures from the 2003 MND</u>

1. During construction, ingress and egress of trucks and equipment from the site shall be noticed by appropriate warning signs and controlled by flagmen on duty throughout each work day as determined necessary by the Public Works Department.

2. During construction, all workers shall park on-site or within the designated area as approved under an encroachment permit. For those unable to park in these areas, an off-site parking location shall be provided and workers shall be shuttled to and from that site.

Under the Revised Project, the previously proposed ASB, including its subterranean and aboveground structure, would no longer be developed, while the scale of other proposed uses would slightly increase. As discussed in Section 4.0, the CSB has already been constructed under the initial phase of development of the Approved Project. As such, the overall duration and intensity of construction activities and resulting traffic under the Revised Project are not anticipated to exceed those of the Approved Project. The Revised Project would implement the same mitigation measures as the Approved Project to manage construction traffic, access, and parking to ensure that traffic impacts on the street system remain less than significant.

During operation, the Revised Project would generate trips based on 119,000 square feet of library and civic office uses. However, when compared to the Approved Project, the combined square footage of the previously proposed New Central Library (80,000 square feet) and ASB (39,000 square feet) would be the same as that proposed for the New Central Library Building (119,000 square feet) under the Revised Project. As described above, the 2003 MND identified that the BCP EIR had anticipated a substantially higher development intensity (i.e., 380,000 square feet of general office use and 50,000 square feet of library use) for the Approved Project

Site and, thus, a higher trip generation. Therefore, the Revised Project would not exceed the trip generation assessed for either the Approved Project or BCP EIR. Further, as neither the BCP EIR nor the Approved Project required traffic-related capital improvements to maintain adequate LOS at nearby intersections, the LOS-related impacts of the Revised Project would not exceed the no impact determination in the 2003 MND.

The Revised Project would also be designed to ensure that adequate emergency access and visibility of transit, bicycle, and pedestrian facilities are maintained. During construction of the CSB, North Third Street was narrowed to one lane in each direction, and the sidewalk on the east side of North Third Street between East Orange Grove Avenue and East Olive Avenue was widened by narrowing the street.[11] A Class II bike lane that was constructed as part of a separate project was also maintained with the CSB street improvements. The Revised Project would extend the widened sidewalk on the east side of North Third Street to East Olive Avenue consistent with the 2003 MND and the improvements constructed with the CSB, while maintaining the bike lane and travel lanes on North Third Street. As with the Approved Project, the Revised Project would provide a new corner radius[12] at the northeastern corner of East Olive Avenue and North Third Street and the southeastern corner of East Orange Grove Avenue and North Third Street. The Revised Project would not include any substandard circulation improvements or incompatible vehicle usage and, thus, would not increase traffic-related hazards. Furthermore, as with the Approved Project, the Revised Project would be sited within a transit-rich area, with commercial uses within walking distance, and would comply with transportation demand management and trip reduction requirements, such as rideshare/transit incentive programs. As such, the Revised Project would not conflict with policies supporting alternative transportation.

The Revised Project would provide 310 spaces in the proposed parking structure, which would result in 190 fewer parking spaces than what were proposed in the Approved Project. However, the City prepared a shared parking analysis of the Revised Project that considered how parking demand generated from the specific uses within the Library, as well as the existing parking demand of the CSB and existing ASB, fluctuate throughout the day. Using parking rates and time-of-day occupancies from the Urban Land Institute and other parking sources, this shared parking analysis determined that the Revised Project would require a 358-space parking structure to meet the expected peak parking demand. Operation of the Revised Project would also shift all CSB and ASB employee parking to nearby City garages by restricting where City employees can park. Accordingly, although the Revised Project would only provide a 310-space parking structure on-site, these nearby City parking garages have sufficient parking capacity to accommodate the shift in employee parking and meet the overall expected parking demand in the Civic Center area. .As with the Approved Project, the Revised Project would not affect air traffic patterns as no air space-related uses or tall structures are proposed, and no airport/airstrip uses are located within the vicinity of the Project Site.

---

[11] The 2003 MND studied narrowing North Third Steet from 46 feet to 35 feet to provide one lane in each direction and widen the sidewalk by 5.5 feet. Construction of the CSB narrowed North Third Street and widened the sidewalk on the east side of Third by 2 feet instead of 5.5 feet. This change was to accommodate a striped Class II bike lane along North Third Street that was constructed subsequent to the 2003 MND. The remaining 3.5 feet of widened sidewalk was achieved by constructing the sidewalk within the CSB's setback.

[12] A corner radius or corner cutoff is a small radius or 45-degree cutoff of the intersection of two property lines at intersecting streets, usually required to ensure visibility at the intersection of two streets. BMC Section 7-3-106 requires developments located on corner lots to dedicate a 15-foot radius to "round off" the 90-degree intersection of two property lines.

Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts related to transportation or traffic that would affect the impact determinations of no impact, less-than-significant impact, and less-than-significant impact with mitigation in the 2003 MND.

5.17 UTILITIES AND SERVICE SYSTEMS

According to the 2003 MND, the Approved Project was not expected to substantially increase the demand for sewer or utility services. The Approved Project Site was already developed with City offices that were served by existing utility infrastructure. The 2003 MND noted that the Approved Project would continue to utilize these systems, with only limited upgrades or relocations required to comply with City requirements and policies. Based on these findings, the 2003 MND concluded that implementation of the Approved Project would have no impact on utilities and service systems.

The Revised Project would eliminate the previously proposed ASB and would expand the New Central Library to incorporate and consolidate those administrative functions and the library into one building. The Revised Project would retain the previously approved parking structure and public plaza with only modifications to their size. As the Revised Project would have similar characteristics and not increase the square footage of the development proposed under the Approved Project, the Revised Project would not result in an increase in demand for sewer or utility services and would continue to be served by existing utility infrastructure. Similar to the Approved Project, the Revised Project would be required to comply with City requirements and policies regarding any limited utility upgrades or relocations. Therefore, there are no material changes in circumstances, and implementation of the Revised Project would not result in any new significant or substantially more severe environmental impacts to utilities and service systems that would affect the no impact determination in the 2003 MND.

5.18 MANDATORY FINDINGS OF SIGNIFICANCE

According to the 2003 MND, the Approved Project would not adversely affect animal or plant life, would not eliminate examples of California history, and would not result in short-term environmental goals to the disadvantage of long-term environmental goals. The 2003 MND also noted that the BCP EIR had evaluated cumulative impacts associated with development in the Civic Center area, and the Approved Project would not directly or indirectly cause substantial adverse effects on human beings. Therefore, the 2003 MND determined that mandatory findings of significance would result in no impact.

Based on the analysis above, as with the Approved Project, the Revised Project would not adversely affect animal or plant life, would not eliminate examples of California history, would not result in achieving short-term environmental goals to the disadvantage of long-term environmental goals, would not result in increased cumulatively considerable impacts, and would not directly or indirectly cause substantial adverse effects on human beings. Therefore, the Revised Project would not change the conclusions in the 2003 MND, and there would be no mandatory finding of significance.

6.0 CONCLUSION

CEQA Guidelines Section 15164(b) states that the Lead Agency shall prepare an addendum to a previously adopted negative declaration if only minor technical changes or additions are

necessary or none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent negative declaration have occurred. The revisions to the Approved Project (i.e., Revised Project) described above do not result in significant modifications or have any occurrences within the conditions described in CEQA Guidelines Section 15162. In addition, the impact comparison provided above demonstrates that no new potentially significant impacts would occur and that no substantial increase in the severity of impacts would occur upon implementation of the Revised Project.

On the basis of the evaluation contained in this document, there are no changes in the Approved Project or the circumstances under which the Revised Project is being undertaken or any new information of substantial importance that was not known to the Lead Agency at the time the 2003 MND was adopted that trigger any of the conditions identified in CEQA Guidelines Section 15162, which would require a subsequent CEQA document. Therefore, pursuant to CEQA Guidelines Sections 15162 and 15164, this addendum has been prepared to document the changes to the adopted 2003 MND for the Revised Project to explain the Lead Agency's decision not to prepare a subsequent CEQA document or a new MND.

MITIGATION MEASURES

The mitigation measures from the 2003 MND that are applicable to the Revised Project are presented below. No new mitigation measures are required as a result of implementing the Revised Project. The City of Burbank (inclusive of the Community Development Department and the Public Works Department), as the CEQA lead agency, is responsible for monitoring the implementation of the following adopted mitigation measures:

AIR QUALITY

1. The developer shall use energy efficient equipment that produces low particulate and nitrogen oxide emissions, when available.
2. The developer shall cease use of equipment during second and third stage smog alerts as issued by the South Coast Air Quality Management District.
3. The developer shall cease grading and water truck use during periods of high winds (greater than 25 mph).
4. The developer shall use a water truck during grading and excavation phases to control fugitive dust (twice per day at minimum).

TRANSPORTATION/TRAFFIC

1. During construction, ingress and egress of trucks and equipment from the site shall be noticed by appropriate warning signs and controlled by flagmen on duty throughout each work day as determined necessary by the Public Works Department.
2. During construction, all workers shall park on-site or within the designated area as approved under an encroachment permit. For those unable to park in these areas, an off-site parking location shall be provided and workers shall be shuttled to and from that site.

Memo

Date: March 12, 2026

To: David Kriske, Assistant Community Development Director – Transportation, City of Burbank

From: John Muggridge, Kellie Dugdale, and Marie Bedogne

Subject: New Burbank Library & Civic Center Parking Demand Study

---

Introduction

This Memorandum presents the Parking Demand Study prepared for the New Burbank Library & Civic Center Project ("Project") in Burbank, California. Fehr & Peers prepared a parking demand analysis which estimated future parking demand, as well as the size needed for a new on-site parking facility to be constructed. The analysis methodology utilized data from the Urban Land Institute's (ULI's) *Shared Parking, 3rd Edition*,[1] the Institute of Transportation Engineers' (ITE's) *Parking Generation Manual, 6th Edition*,[2] and the 2024 *Downtown Burbank Parking Study*.[3] Subsequently, Fehr & Peers analyzed how the parking demand generated by the Project (during and after construction) could be accommodated on-site or in other nearby Downtown Burbank public parking facilities to reduce the size of the on-site parking facility needed.

The Memorandum is organized into the following sections:

- Project Background
  - Existing Conditions
  - Project Description
- Parking Demand Analysis
  - Methodology
  - Results
- Conclusion
  - Construction Considerations

---

[1] *Shared Parking, 3rd Edition* (Urban Land Institute, 2020).
[2] P*arking Generation Manual, 6th Edition* (Institute of Transportation Engineers [ITE], 2023)
[3] *Downtown Burbank Parking Study* (Fehr & Peers, 2024).

Project Background

Existing Conditions

Project Site

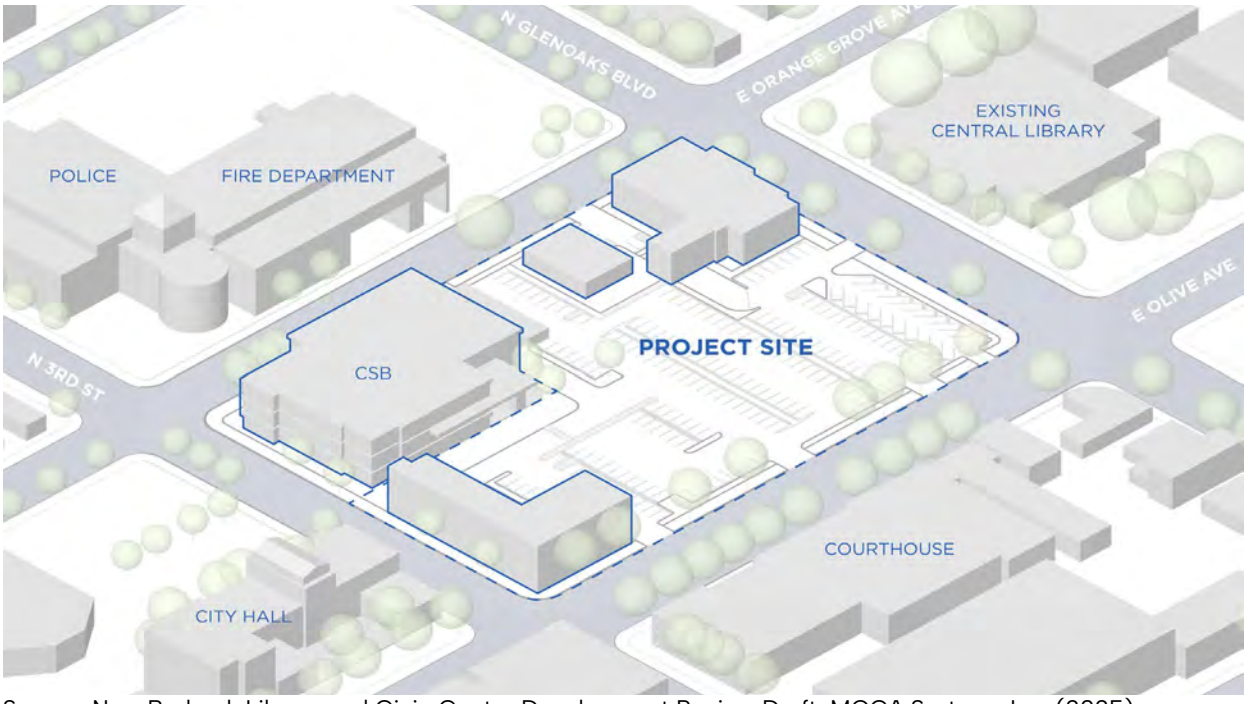
The Project site, commonly referred to as the Civic Center Block, is located in Downtown Burbank. The site is 157,0000 square feet (SF) and bounded by North Glenoaks Boulevard, east Olive Avenue, North Third Street, and East Orange Grove Avenue. Currently, the Project site has a mix of civic buildings, surface parking, and the Community Service Building (CSB) which was built in 2008. **Table 1** provides details on the Project site's current land uses and their respective sizes. **Figure 1** displays the existent Project site and adjacent land uses.

Table 1: Existing Project Site Land Uses and Approximate Size

Land Use	Approximate Size
Community Services Building (CSB)	66,000 SF
Associated Services Building (ASB)	26,000 SF
Parking Lot 13	145 spaces
Parking Lot 14	56 spaces

Source: Fehr & Peers, 2026.

Figure 1: Existing Project Site



Source: New Burbank Library and Civic Center Development Review Draft, MOCA Systems Inc. (2025)

Under the proposed Project, the existing parking lots and city-owned Associated Services Building (ASB) will be demolished and replaced by the New Burbank Library & Civic Center building and parking garage. The two parking lots that will be redeveloped (Parking Lots 13 and 14)[4] provide permitted parking spaces for City employees, City vehicles, and City Directors that work in the CSB and ASB offices, and 2-hour parking spaces for their visitors. The CSB has been previously redeveloped and will remain as is. The Project site is located adjacent to the existing Burbank Library, City Hall, Courthouse, and Fire Department Headquarters.

Existing Library

The existing Burbank Library is adjacent to the Project site, across North Glenoaks Boulevard. **Table 2** provides details on the existing library's characteristics.

Table 2: Existing Library Characteristics

Characteristic	Description
Hours of Operation	10:00 AM – 9:00 PM (Monday – Thursday) 10:00 AM – 6:00 PM (Friday – Saturday)
Visitor Peak Demand	10:00 AM – 12:00 PM (weekdays & weekends)
Monthly Visitors	13,000 visitors
Daily Staff	25 employees
Building Size	44,600 SF
Parking	45 spaces

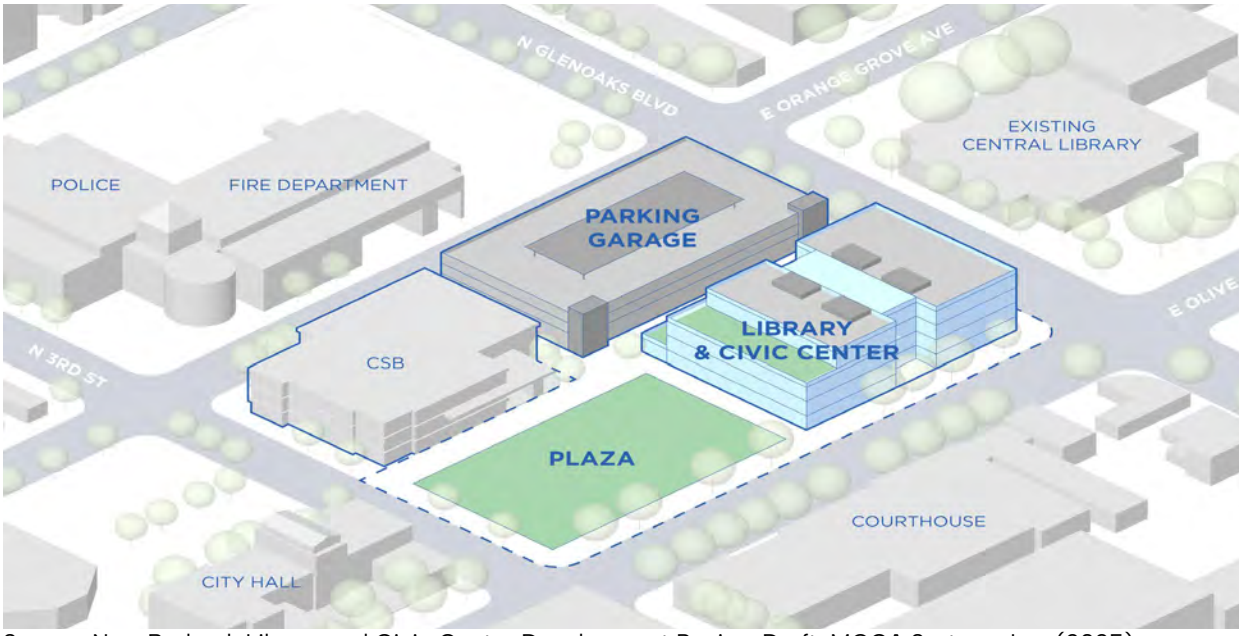
Source: Fehr & Peers, 2026.

The existing Burbank Library building does not include any uses other than the library, unlike what is proposed for the Project. The following section describes the changes proposed by the Project.

[4] The numbering of the Project site parking lots was adapted from the labeling used in the *Downtown Burbank Parking Study* (Fehr & Peers, 2024) for consistency.

Project Description

Figure 2 below displays the proposed Project site plan which includes the New Burbank Library & Civic Center building, plaza, and parking facility in Downtown Burbank.



Source: New Burbank Library and Civic Center Development Review Draft, MOCA Systems Inc. (2025)

Table 3 below provides a detailed description of the land uses proposed for the Project site and states whether the uses proposed are replacing existing facilities or new developments on-site.

Table 3: Project Land Uses

Proposed Land Use	Description	New on-site? (Yes/No)
Library & Civic Center	Public library space with public meeting rooms and workspaces	Yes
ASB	City employee office space	No – replacing existing ASB
Parking Garage	Parking for visitors to the Project	No – replacing Parking Lots 13 & 14
Café	Public café with front and back of house space	Yes
Black Box Theater	Versatile and flexible performance space, used for special events	Yes
Special Event Space	Outdoor and indoor special event space	Yes
Open Space	Public plaza and open park space	Yes

Source: Burbank Library Test Fits, MOCA Systems Inc., shared with Fehr & Peers January 2026.
Note: Apart from the outdoor space and parking garage, all the land uses included will be in the same building.

Parking Demand Analysis

Methodology

Our parking demand analysis considered:

1. Parking demand generated by **the new land uses** added to the Project site, including:
    a. New Burbank Library and Civic Center
    b. Café
    c. Black Box Theater
    d. Special event space
2. Parking demand generated **by existing land uses,** which are currently accommodated by Parking Lots 13 and 14. These existing uses are:
    a. Associated Services Building (ASB)
    b. Community Services Building (CSB)

To determine the parking demand of the uses listed above, Fehr & Peers conducted a shared parking analysis. The shared parking analysis evaluates the extent to which multiple land uses can share the same parking supply at different times of day based on their respective daily parking demand patterns. This maximizes the utilization of the parking supply to most efficiently meet demand.

As such, our analysis estimates accommodate parking demand from the new and existing land uses, and considers how the differences in daily parking demand patterns between each land use can maximize the use of parking spaces provided, to minimize excessive parking.

Table 4 on the following page describes the methodologies and assumptions utilized to estimate future parking demand.

Table 4: Parking Demand Analysis Methodology

Land Use	Demand Patterns	Methodology
New Burbank Library & Civic Center, café, and public plaza	Peak demand in the AM on weekdays and weekends.	Demand estimated based upon the ULI *Shared Parking, 3rd Edition* methodology,[5] and *Parking Generation Manual, 6th Edition*[6]
Black Box Theater and special event space	Peak demand reached when a special event occurs. Black Box Theater assumed to peak during events in the evening on weekdays and weekends.	Demand estimated based upon the ULI *Shared Parking, 3rd Edition* methodology[7], using data from *Parking Generation Manual, 6th Edition.*[8]
ASB & CSB	Peak demand in the AM.	Demand estimated based upon parking data for Lots 13 and 14 from the *Downtown Burbank Parking Study.*[9]

Source: Fehr & Peers, 2026.
Note: Please see **Appendix A** for the land use inputs utilized as part of the ULI *Shared Parking, 3rd Edition* methodology.

Results

The following section presents the parking demand analysis findings. The findings are displayed in the following figures:

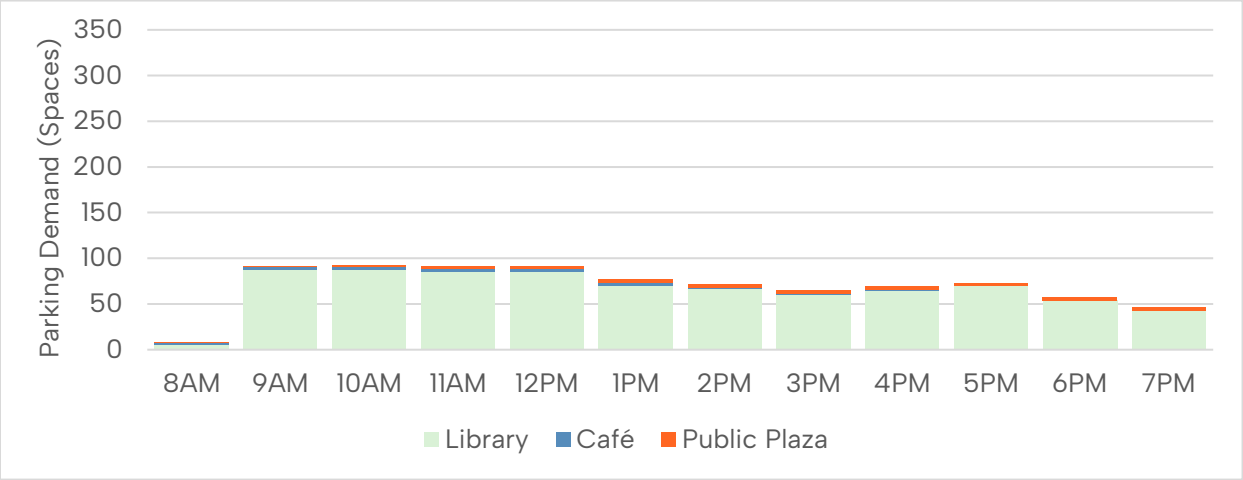
- **Figures 1 & 2:** Demand generated only by the New Burbank Library & Civic Center, café, and plaza.
- **Figures 3 & 4:** Demand generated by all new proposed land uses, including the special event spaces (New Burbank Library & Civic Center, café, plaza, Black Box Theater, and special event space).
- **Figures 5 & 6:** Demand generated by all new proposed land uses (New Burbank Library & Civic Center, café, plaza, Black Box Theater, special event space), and existing parking demand from Parking Lots 13 and 14 (ASB and CSB employees).

Figures 5 and 6 represent all the demand generated by the Project. **Figures 1–4** provide context on the demand generated by specific uses without the need to accommodate the existing ASB and CSB parking demand. As such, **Figures 1–4** build upon each other to display how different land uses impact the daily demand curve and ultimately the final parking demand and inventory of the future parking facility.

[5] *Shared Parking, Third Edition* (Urban Land Institute, 2020).
[6] *Parking Generation Manual, 6th Edition* (Institute of Transportation Engineers [ITE], 2023)
[7] *Shared Parking, Third Edition* (Urban Land Institute, 2020).
[8] *Parking Generation Manual, 6th Edition* (Institute of Transportation Engineers [ITE], 2023)
[9] *Downtown Burbank Parking Study* (Fehr & Peers, 2024).

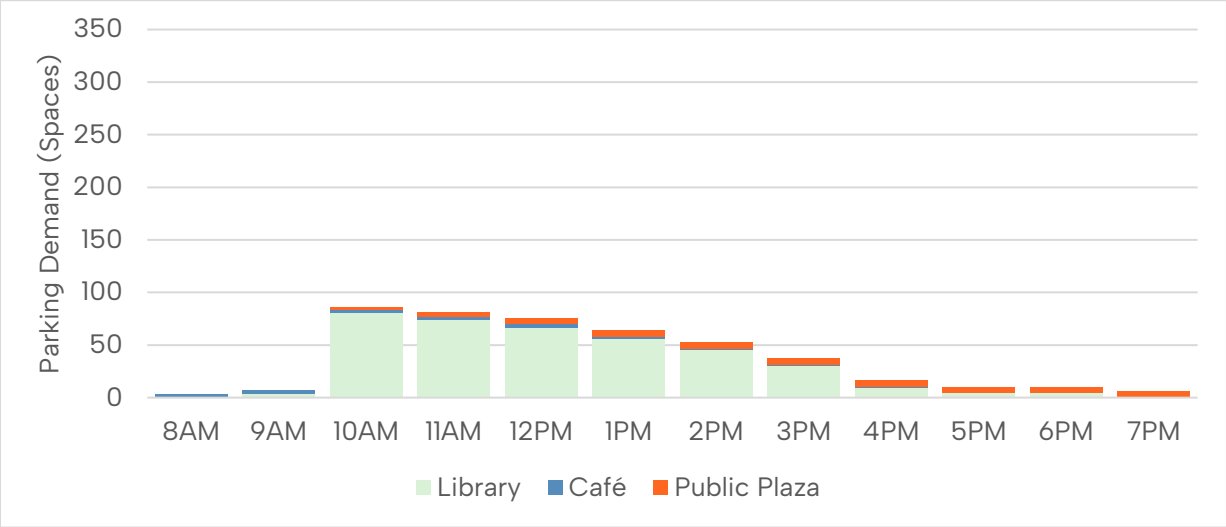
Figures 1 and 2 display the parking demand curves generated by the New Burbank Library & Civic Center, café, and plaza during the weekday and weekend, respectively. These figures reveal how the new land uses, with typical daily operations, would contribute to parking demand when there is not a special event taking place at the Black Box theater, the other special event spaces, or accommodation of existing ASB and CSB parking demand.

Figure 1: Weekday Parking Demand – New Burbank Library & Civic Center, Café, and Plaza



Source: Fehr & Peers, 2026.

Figure 2: Weekend Parking Demand – New Burbank Library & Civic Center, Café, and Plaza



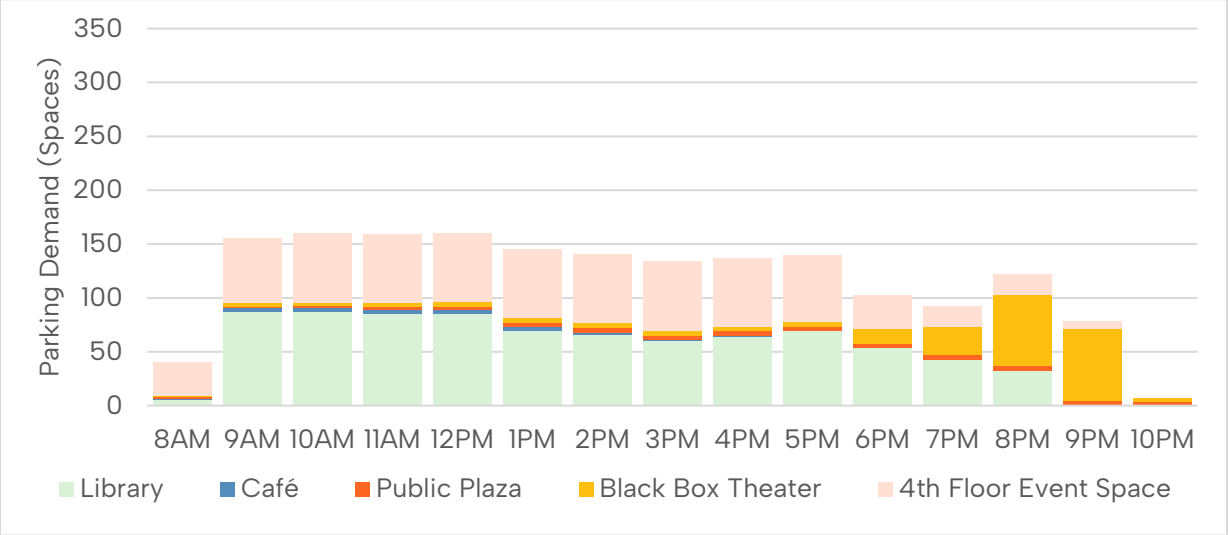
Source: Fehr & Peers, 2026.

Considering exclusively the New Burbank Library & Civic Center, café, and plaza, on a typical day when there is not a special event, the peak parking demand occurs at 10:00 AM on both weekdays and weekends, with a demand for 93 and 86 spaces, respectively.

Figures 3 and 4 display the parking demand curves generated by **all** the new proposed land uses (the New Burbank Library and Civic Center, café, plaza, **Black Box Theater, and special event space**)

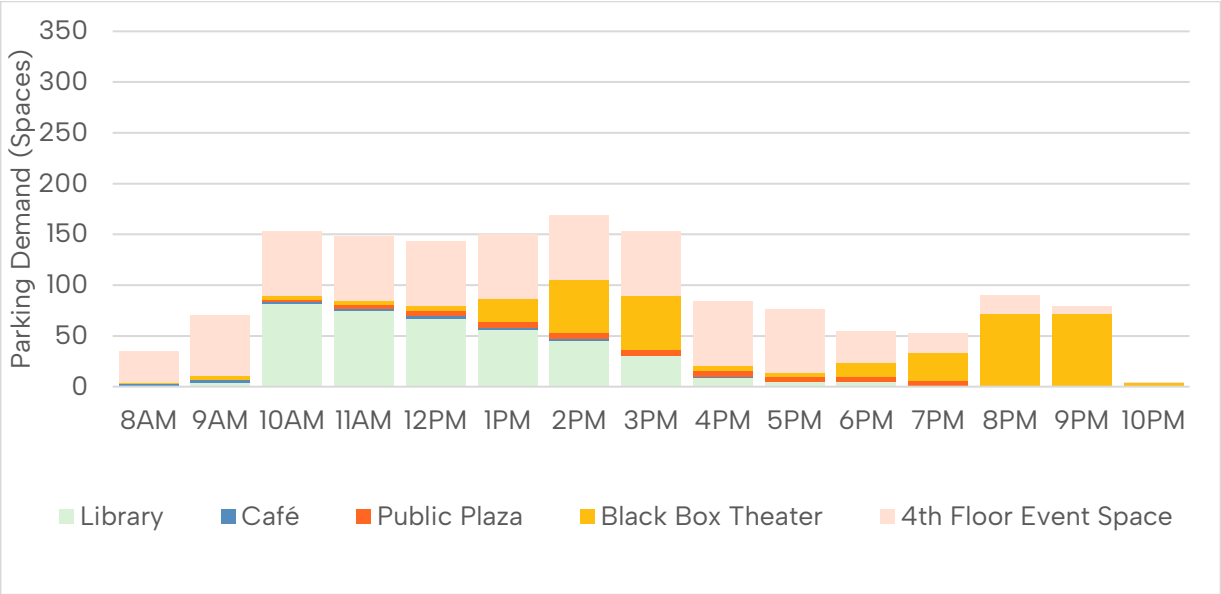
during weekdays and weekends, respectively. These figures present the parking demand that would occur during a special occasion in which the Black Box Theater and special event space are in use. However, this scenario does not consider the existing parking demand from Parking Lots 13 and 14.

Figure 3: Weekday Parking Demand – All New Proposed Land Uses



Source: Fehr & Peers, 2026.

Figure 4: Weekend Parking Demand – All New Proposed Land Uses

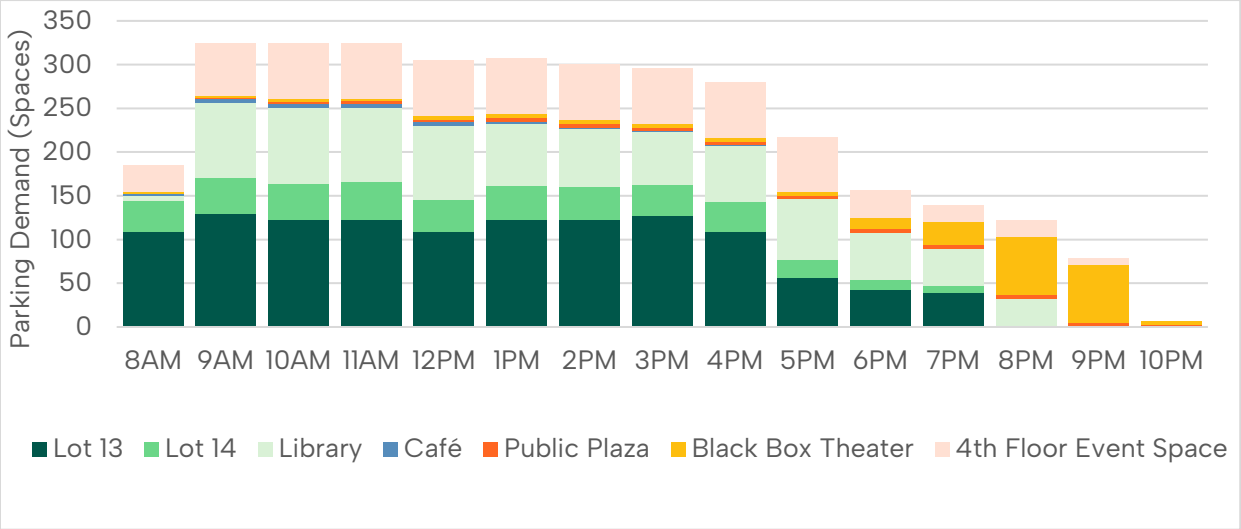


Source: Fehr & Peers, 2026.

The peak hour of demand for the combination of all new proposed land uses, when the special event spaces are being utilized, occurs at 12:00 PM on the weekday and 2:00PM on the weekend, with a demand for 161 and 170 spaces, respectively.

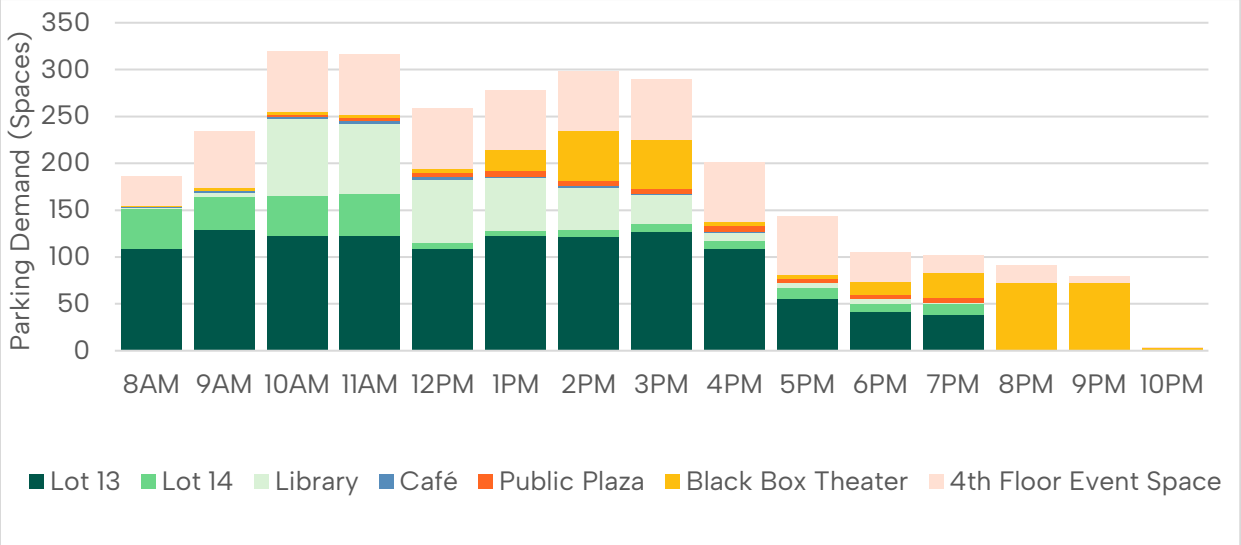
Figures 5 and 6 display the typical demand curves generated by **all** new proposed land uses (the New Burbank Library & Civic Center, café, plaza, Black Box Theater, special event space), **and** the ASB and CSB demand parking in existing Parking Lots 13 and 14, during weekdays and weekends, respectively. The demand for ASB and CSB is 170 parking spaces at the peak hour in these facilities, and was layered on the demand generated by the new proposed land uses.

Figure 5: Weekday Parking Demand – All New Proposed Land Uses and Existing Parking Lots 13 and 14



Source: Fehr & Peers, 2026.

Figure 6: Weekend Parking Demand – All New Proposed Land Uses and Existing Parking Lots 13 and 14



Source: Fehr & Peers, 2026.

The peak hour for all new proposed land uses and the existing parking demand from Parking Lots 13 and 14 occurs at 9:00 AM and 11:00 AM on the weekday and 2:00PM on the weekend, at a demand for 325 and 319 and spaces, respectively.

Conclusion

As demonstrated in **Figures 5 and 6**, the demand for all land uses at the Project site (new and existing demand) during operations with special events is 325 parking spaces.

When building a parking facility, a 10% buffer should be added to the estimated parking demand to provide a margin of available spaces in the recommended parking supply (which accounts for vehicle turnover and other inefficiencies).

Thus, with a 10% buffer, 358 spaces are needed to accommodate peak parking demand from the Project. The following section explores how demand can be accommodated on-site in the new parking facility and potentially off-site in nearby public parking facilities. Multiple scenarios were analyzed in which varying levels of demand were assumed to move to other downtown parking facilities. These scenarios are presented in **Appendix B** for reference.

Although the Project will need 358 parking spaces to accommodate the peak demand for the Project, the future parking facility is anticipated to provide **310 spaces**. This is a difference of **48 spaces**. However, instead of building a larger garage to accommodate all peak demand, these extra 48 spaces could be accommodated off-site in other existing downtown parking facilities.

The 48 parking spaces could be accommodated by moving the ASB and CSB employees, currently parking in Lots 13 & 14, into other downtown parking facilities. Parking Lots 13 and 14 are composed of spaces reserved for:

- 80 employees
- 39 city vehicles
- 4 city directors

Table 5 below provides an inventory of all city-owned off-street parking facilities within a one block radius of the Project site during the peak hour. These are the parking facilities that could accommodate the vehicles currently parked in Lots 13 and 14.

Table 5: Downtown Parking Facilities (within 1 block radius)

Facility	Available Spaces
Lot 9 (Gangi Structure)	**247**
Lot 11 (Village Walk Structure)	**40**
Lot 16 (Orange Grove Lot)	**2**
Lot 15 (Courthouse Structure) ***excludes spaces reserved for courthouse use***	**219**
Lot 17 (City Hall Lot)	Full

Source: Fehr & Peers, 2026.

Thus, to meet the demand and accommodate the 48 parking spaces needed, employee parking can be dispersed to any of the available facilities. As such, 310 spaces provided at the new parking garage on the Project site should be sufficient to accommodate demand for visitors and employees of the New Burbank Library & Civic Center.

Construction Considerations

While under construction, Parking Lots 13 and 14 will be completely removed. However, no demand will be generated from the New Burbank Library & Civic Center until the Project's completion. As such, only the 170 vehicles currently parking in Parking Lots 13 and 14 during the peak hour must be accommodated during construction. Employees and visitors of the ASB and CSB can park temporarily in the nearby facilities presented in Table 5, in any combination, until the completion of the Project.

Appendix A

Proposed Burbank New Library & Civic Center – Shared Parking Analysis Inputs

Proposed Land Use	Size	ULI Land Use		Weekday	Weekend
				Estimated Parking Demand (12 PM)	Estimated Parking Demand (2 PM)
Café	1,250 SF	Fast casual/ Fast Food	Visitors	1	0
			Employees	3	1
Library	42,150 SF	Public Library	Visitors	77	36
			Employees	10	9
Open Space	1 acre	Public Park/ Destination Open Space	Visitors	3	4
			Employees	1	1
Black Box Theater	200 seats	Live Theater	Visitors	1	40
			Employees	4	13
Special Event Space	10,450 SF	Convention Center	Visitors	58	58
			Employees	6	6
			Total	**161**	**167**

Source: ULI Shared Parking, 3rd Edition, 2023.

Appendix B

Scenarios for Accommodating Demand

Scenarios

The Project would replace existing demand and generate new demand.

Instead of building a garage to accommodate all demand – some demand could be accommodated on-street or in other downtown parking facilities.

The City Hall Structure may be removed in the future and therefore excluded from the analysis.

Downtown Facilities	Inventory
Lot 16 (Orange Grove Lot)	22
Lot 17 (City Hall Lot)	56
Lot 15 (Courthouse Structure) ***excludes spaces reserved for courthouse use**	283
Lot 9 (Gangi Structure)	491
Lot 11 (Village Walk Structure)	133
On-Street Parking (within 2 blocks)	147
Lot 10 (City Hall Structure) ***excluded from analysis as it may be demolished in the future**	115

Potential Zone for Demand

Source: Fehr & Peers, 2024 Downtown Burbank Parking Study – Thursday Occupancy

Scenarios for Accommodating Demand

#	Scenario	Demand Accommodated	Supply Considered	Existing Demand	New Demand	Demand that can be accommodated off-site	Size of New Facility *(+10% buffer)*[1]
1	**Max Accommodation (on-street & off-street facilities)**	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities + On-Street facilities	170	+ 155	- 569	**0**
2	**Partial Accommodation (off-street only)**	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities	170	+ 155	- 505	**0**
3	**50% Accommodation (50% of available spaces)**	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities (only utilizing 50% of available spaces)	170	+ 155	- 252	**81**
4	**Smaller Area Accommodation (excluding Lots 9 & 11)**	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities (excluding Lot 9 & 11)	170	+ 155	- 218	**118**
5	**Smaller Area & 50% Accommodation (excluding Lots 9 & 11, 50% of available spaces)**	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities (excluding Lot 9 & 11, and only utilizing 50% of available spaces)	170	+ 155	- 109	**238**
6	**No Accommodation (all demand in new garage)**	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Only New Civic Center Facility	170	+ 155	- 0	**358**

1. 10% buffer added to the demand for recommended supply, so that estimated demand is 90% of the supply

Scenarios for Accommodating Demand

#	Scenario	Description	Demand Accommodated	Supply Considered
1	**Max Accommodation**	On-street & off-street facilities	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities + On-Street facilities
2	**Partial Accommodation**	Off-street only	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities
3	**50% Accommodation**	Only utilizing 50% of available spaces off-site	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities (only utilizing 50% of available spaces)
4	**Smaller Area Accommodation**	Off-street facilities excluding Lots 9 & 11	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities (excluding Lot 9 & 11)
5	**Smaller Area & 50% Accommodation**	Off-street facilities excluding Lots 9 & 11, Only utilizing 50% of available spaces off-site	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Off-Street Facilities (excluding Lot 9 & 11, and only utilizing 50% of available spaces)
6	**No Accommodation**	All demand in new garage	+ New Library & Civic Center + Existing ASB & CSB Parking	+ Only New Civic Center Facility

Scenarios account for **new demand** from the Library & Civic Center, and the **existing demand** from the ASB & CSB buildings.

All scenarios assume:

- On-street parking can accommodate up to 85% occupancy.
- Off-street facilities can accommodate up to 90% occupancy.
- City Hall Structure may not be available in the future, and therefore was excluded from the scenarios.

Results

- If demand is assumed to spread as far as Lots 9 & 11, then a new parking structure is not needed (**Scenarios 1 & 2**).
  - However, the structures are 3+ blocks away and this may not be realistic.
- If only 50% of the available spaces are utilized (**Scenario 3**), then 81 spaces are needed.
- If Lots 9 & 11 are excluded from the analysis (**Scenario 4**), then a new parking structure of 118 spaces is needed.
- If Lots 9 & 11 are excluded *and* 50% of the available spaces are utilized (**Scenario 5**), then 238 spaces are needed.
- If it is assumed the new parking structure will accommodate all of the existing and new demand (**Scenario 5**) then 358 spaces are needed (325 vehicle demand + 10% buffer).

Potential Zone for Demand

Source: Fehr & Peers, 2024 Downtown Burbank Parking Study – Thursday Occupancy

CITY OF BURBANK
COMMUNITY DEVELOPMENT DEPARTMENT
275 East Olive Avenue, P.O. Box 6459, Burbank, California 91510-6459
www.ci.burbank.ca.us

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

TO: County Clerk
County of Los Angeles
12400 East Imperial Highway
Norwalk, CA 90650

Office of Planning and Research
PO Box 3044, 1400 Tenth St., Room 222
Sacramento, CA 95812-3044

Lead Agency: City of Burbank
Community Development Dept.
275 East Olive Avenue
Burbank, CA 91502

THIS NOTICE WAS POSTED
ON FEB 25 2003
UNTIL MAR 25 2003
REGISTRAR-RECORDER/COUNTY CLERK

NOTICE IS HEREBY GIVEN that the City of Burbank has prepared a proposed Mitigated Negative Declaration in conjunction with the following project:

Project Title: Planned Development No. 2002-2 with Development Review No. 2002-42

Project Location: Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St. [Lots 5-20, Block 46 and Lots 2,4,6,8, Block 52, Town of Burbank Tract (M.R. 17-19-22); Lots 1-12, Tract No. 2531 (M.B. 24-42)], City of Burbank, County of Los Angeles

Project Description:
The site is approximately 188,000 square feet (sf) or approximately 4.32 acres. The portion of the site located east of Third St. (Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.) is approximately 157,000 sf or approximately 3.60 acres. The portion of the site located west of Third St. (southwest corner of Orange Grove and Third St.) is approximately 31,000 sf or approximately 0.72 acres. The project consists of demolition of institutional buildings (some were previously demolished) and surface parking lots. The project involves construction of the following buildings on the 3.60 acre eastern portion of the site: a 66,000 sf City office building (Development and Community Services Building), an 80,000 sf full service City Central Library, and a parking structure consisting of approximately 500 spaces. The project also includes construction of a 39,000 sf City office building (Administrative Services Building) with approximately 90 parking spaces on the 0.72 acre western portion of the site. The first phase of the project includes construction of the Development and Community Services Building only. The remaining buildings will be constructed in the future. An alternative first phase includes the construction of the Central Library and the new parking structure, instead of the Development and Community Services Building. A Planned Development process is required to accommodate deviations from code requirements. These deviations include reduced off-street parking and parking lot landscaping during construction and in the first phase of the project; and reduced setbacks and landscaping at proposed project build-out. Development Review is also required for construction of the first phase of the project (Development and Community Services Building). Development Review will be processed in the future for the remaining buildings. Transfer of ownership of portions of the project site from the Burbank Redevelopment Agency to the City of Burbank may be necessary in the future, as the Redevelopment Agency owns a portion of the project site.

FILED
02 0004502
FEB 25 2003
CONNY B. McCORMACK COUNTY CLERK
DEPUTY

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION (CONT.)

Public Hearing:
A public hearing will be held to consider adoption of the proposed Mitigated Negative Declaration in conjunction with the above described proposed project before the City Planning Board on February 10, 2003 at 6:00 pm in the Council Chambers of Burbank City Hall at 275 East Olive Ave., Burbank, California. A hearing before the City Council is proposed for March 11, 2003. Please call the Planning Division at (818) 238-5250 for further information.

Copies of the proposed Mitigated Negative Declaration and additional studies are in the office of the Community Development Department, Planning Division, 333 East Olive Avenue, Burbank, California 91502, and are available for public inspection and review. All comments must be returned in writing to the lead agency.

Due to time limits mandated by State Law, your response must be sent at the earliest possible date but not later than 20 days after receipt of this notice. The public review period will end on February 28, 2003 or the date of the Council public hearing, whichever is later.

Signature: Patricia Bachmann Title: City Planner Date: February 6, 2003

Date received for posting at County Clerk:

02 0004502

CITY OF BURBANK
COMMUNITY DEVELOPMENT DEPARTMENT
275 East Olive Avenue, P.O. Box 6459, Burbank, California 91510-6459
www.ci.burbank.ca.us

PROPOSED MITIGATED NEGATIVE DECLARATION

In accordance with the California Environmental Quality Act of 1970, and the Environmental Guidelines and Procedures of the City of Burbank, the Lead Agency, the Community Development Department, Planning Division, after review of the Initial Study, found that the following project would not have a significant effect on the environment, that possible environmental impacts have been mitigated and has directed that this Mitigated Negative Declaration be prepared.

1. Project Title: Planned Development No. 2002-2 with Development Review No. 2002-42

2. Project Location: Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St. [Lots 5-20, Block 46 and Lots 2,4,6,8, Block 52, Town of Burbank Tract (M.R. 17-19-22); Lots 1-12, Tract No. 2531 (M.B. 24-42)], City of Burbank, County of Los Angeles

3. Project Description: The site is approximately 188,000 square feet (sf) or approximately 4.32 acres. The portion of the site located east of Third St. (Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.) is approximately 157,000 sf or approximately 3.60 acres. The portion of the site located west of Third St. (southwest corner of Orange Grove and Third St.) is approximately 31,000 sf or approximately 0.72 acres. The project consists of demolition of institutional buildings (some were previously demolished) and surface parking lots. The project involves construction of the following buildings on the 3.60 acre eastern portion of the site: a 66,000 sf City office building (Development and Community Services Building), an 80,000 sf full service City Central Library, and a parking structure consisting of approximately 500 spaces. The project also includes construction of a 39,000 sf City office building (Administrative Services Building) with approximately 90 parking spaces on the 0.72 acre western portion of the site. The first phase of the project includes construction of the Development and Community Services Building only. The remaining buildings will be constructed in the future. An alternative first phase includes the construction of the Central Library and the new parking structure, instead of the Development and Community Services Building. A Planned Development process is required to accommodate deviations from code requirements. These deviations include reduced off-street parking and parking lot landscaping during construction and in the first phase of the project; and reduced setbacks and landscaping at proposed project build-out. Development Review is also required for construction of the first phase of the project (Development and Community Services Building). Development Review will be processed in the future for the remaining buildings. Transfer of ownership of portions of the project site from the Burbank Redevelopment Agency to the City of Burbank may be necessary in the future, as the Redevelopment Agency owns a portion of the project site.

4. Support Findings: Based on the Initial Study, which is attached hereto and made a part hereof, it is the finding of the Community Development Department, Planning Division, that the above mentioned project is not an action involving any significant environmental impacts.

PROPOSED MITIGATED NEGATIVE DECLARATION
(CONT.)

The proposed Mitigated Negative Declaration has been prepared in accordance with CEQA and reflects the independent judgement of the City of Burbank. A copy of the Initial Study is attached, and environmental documentation is on file in the Office of the Community Development Department, Planning Division.

Prepared by the Community Development Department, Planning Division, on February 6, 2003.

Artashes Bashmakian
Assistant Community Development Director/City Planner

Attachments

California Environmental Quality Act

Initial Study

(as required by §15063 of the Public Resources Code)

To be completed by the lead agency

1.	Project Title:	Planned Development No. 2002-2 with Development Review No. 2002-42
2.	Lead Agency Name and Address:	City of Burbank 275 East Olive Avenue Burbank, CA 91502-1772
3.	Contact Person and Phone Number:	Carlos Montes de Oca, Assistant Planner Artashes Bashmakian, City Planner (818) 238-5250
4.	Project Location:	Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St. [Lots 5-20, Block 46 and Lots 2,4,6,8, Block 52, Town of Burbank Tract (M.R. 17-19-22); Lots 1-12, Tract No. 2531 (M.B. 24-42)]
5.	Project Sponsor's Name and Address:	City of Burbank 275 East Olive Avenue Burbank, CA 91502-1772
6.	General Plan Designation:	City Center Commercial (within the Burbank Village and Civic Center areas of the City Center Subarea of the Burbank Center Plan)
7.	Zoning:	Currently zoned BCC-2 Burbank Center Commercial Limited Business zone and BCC-3 Burbank Center Commercial General Business zone – proposed change to PD #2002-2

8. Description of Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)

The site is approximately 188,000 square feet (sf) or approximately 4.32 acres. The portion of the site located east of Third St. (Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.) is approximately 157,000 sf or approximately 3.60 acres. The portion of the site located west of Third St. (southwest corner of Orange Grove and Third St.) is approximately 31,000 sf or approximately 0.72 acres. The project consists of demolition of institutional buildings (some were previously demolished) and surface parking lots. The project involves construction of the following buildings on the 3.60 acre eastern portion of the site: a 66,000 sf City office building (Development and Community Services Building), an 80,000 sf full service City Central Library, and a parking structure consisting of approximately 500

spaces. The project also includes construction of a 39,000 sf City office building (Administrative Services Building) with approximately 90 parking spaces on the 0.72 acre western portion of the site. The first phase of the project includes construction of the Development and Community Services Building only. The remaining buildings will be constructed in the future. An alternative first phase includes the construction of the Central Library and the new parking structure, instead of the Development and Community Services Building. A Planned Development process is required to accommodate deviations from code requirements. These deviations include reduced off-street parking and parking lot landscaping during construction and in the first phase of the project; and reduced setbacks and landscaping at proposed project build-out. Development Review is also required for construction of the first phase of the project (Development and Community Services Building). Development Review will be processed in the future for the remaining buildings. Transfer of ownership of portions of the project site from the Burbank Redevelopment Agency to the City of Burbank may be necessary in the future, as the Redevelopment Agency owns a portion of the project site.

9. Surrounding Land Uses and Setting: Briefly describe the project's surroundings:

The project is located in the Burbank Center Plan area of the City of Burbank, which encompasses most of the City's central southeastern area. This area has been identified as an opportunity site for a mixed use project that would include a public library and one of the following components: office, residential/retail, or a theater complex. The City Police and Fire Headquarters facility is located to the north, across Orange Grove Avenue. To the east, across Glenoaks Blvd., the project faces the current City Central Library facility. To the south, across Olive Ave. are the County Courthouse and several commercial buildings. To the west the project faces commercial buildings and Burbank City Hall.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

The City of Burbank Redevelopment Agency must approve some actions of the project, as the Redevelopment Agency owns portions of the project site and Redevelopment Agency staff will occupy portions of the proposed buildings. Transfer of ownership of portions of the project site from the Redevelopment Agency to the City of Burbank may be necessary in the future.

The State of California Public Library Construction and Renovation Board may contribute funds for the proposed New Central Library through the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Proposition 14). This is pending approval by the Public Library Construction and Renovation Board of a grant application to be submitted by the City of Burbank before March 28, 2003.

11. Previous environmental review:

This mitigated negative declaration is tiered off of the Burbank Center Plan (BCP) Environmental Impact Report (EIR). This program EIR considered development of the BCP area of the City of Burbank. Specifically, the program EIR considered development of this opportunity site. Therefore, this mitigated negative declaration focuses on the project specifics and how they can affect the environment with the understanding that the broader program EIR considered the development and its cumulative impacts given all development expected in the BCP area.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology / Soils
☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality	☐ Land Use / Planning
☐ Mineral Resources	☐ Noise	☐ Population / Housing
☐ Public Services	☐ Recreation	☐ Storm Water
☐ Transportation/Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

■ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Artashes Bashmakian — 2.3.03

Signature — Date

Artashes Bashmakian

Printed name — For

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). Earlier analyses are discussed in Section XVII at the end of the checklist.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different ones.

9) The analysis of each issue should identify:
   a) the significance criteria or threshold used to evaluate each question; and
   b) the mitigation measure identified, if any, to reduce the impact to less than significance

QUESTIONS

Issues:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	■
b) Damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	■
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	■
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	■

a-d The height of the proposed Development and Community Services Building (DCSB) will be 61 feet above average grade. The heights of the other proposed buildings are approximately as follows: New Central Library: 30 feet; Parking Structure: 35 feet; and Administrative Services Building: approximately 35 feet. This height will not have a substantial adverse effect on any scenic vistas. The project will not damage scenic resources and is not expected to significantly impact the aesthetics of the neighborhood.

The development is not anticipated to generate significant levels of light or glare and Burbank Municipal Code (BMC) requires lighting for the project to be focused on the site and shielded away from surrounding properties. Additionally, the use of glare-producing building materials will be limited. (1,2,3,4,12)

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) to non-agricultural use?	☐	☐	☐	■
(The Farmland Mapping and Monitoring Program in the California Resources Agency, Department of Conservation, maintains detailed maps of these and other categories of farmland.)				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	■

c) Involve other changes in the existing environment which, due to their location or nature, could individually or cumulatively result in loss of Farmland, to non-agricultural use?	☐	☐	☐	■

a-c The City of Burbank does not contain farmland resources nor any land zoned for agricultural use. There are no agricultural resources in the vicinity of the project. As such, it will have no impact on such lands. (3,4)

III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable Air Quality Attainment Plan or Congestion Management Plan?	☐	☐	☐	■
b) Violate any stationary source air quality standard or contribute to an existing or projected air quality violation?	☐	■	☐	☐
c) Result in a net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	■
d) Create or contribute to a non-stationary source "hot spot" (primarily carbon monoxide)?	☐	☐	☐	■
e) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	■
f) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	■

a The City of Burbank is located within the South Coast Air Basin which is an area that consistently generates the highest levels of smog in the United States. This project will not conflict with or obstruct the implementation of the South Coast Air Quality Management District's (SCAQMD) Plan to manage air quality. The project will comply with BMC trip reduction requirements when applicable (1,4,9)

b During the construction phase of this project, there could be a violation of stationary source air quality standards. This could contribute to an existing or projected air quality violation. Specifically, emissions from equipment and possible fugitive dust during project construction may cause short-term deterioration in air quality in the immediate vicinity of the site. To mitigate the potential air quality impacts to a level of "less than significant impact," the City will observe the following conditions as required by SCAQMD guidelines: (1,9)

- Use energy efficient equipment that produces low particulate and nitrogen oxide emissions.

- Cease use of equipment during second and third stage smog alerts, as issued by the SCAQMD.
- Cease grading and water truck use during periods of high winds (greater than 25 mph).
- Use a water truck during grading and excavation phases to control fugitive dust (twice per day at minimum).

c-f The project will not result in a net increase of criteria pollutant, contribute to a non-stationary source "hot spot," expose sensitive receptors to substantial pollutant concentrations or create objectionable odors. (1,9,18)

IV. BIOLOGICAL RESOURCES -- Would the project:

a) Adversely impact, either directly or through habitat modifications, any endangered, rare, or threatened species, as listed in Title 14 of the California Code of Regulations (sections 670.2 or 670.5) or in Title 50, Code of Federal Regulations (sections 17.11 or 17.12)?	☐	☐	☐	■
b) Have a substantial adverse impact, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	■
c) Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	■
d) Adversely impact federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) either individually or in combination with the known or probable impacts of other activities through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	■
e) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	☐	☐	☐	■
f) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	■
g) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	■

a-g No rare, threatened, endangered, special status, or sensitive animals or plants identified by the California Department of Fish and Game or the U.S. Department of Fish and Wildlife are apparent on the site, which is located in a commercial area of an urbanized region. In addition,

no riparian or wetland habitats exist in the area or will be impacted by the project. This project will not conflict with any adopted local, regional, or state policies, ordinances, or conservation plans. (1,2,10)

V. CULTURAL RESOURCES – Would the project:

a) Cause a substantial adverse change in the significance of a historical resource which is either listed or eligible for listing on the National Register of Historic Places, the California Register of Historic Resources, or a local register of historic resources?	☐	■	☐	☐
b) Cause a substantial adverse change in the significance of a unique archaeological resources (i.e., an artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it contains information needed to answer important scientific research questions, has a special and particular quality such as being the oldest or best available example of its type, or is directly associated with a scientifically recognized important prehistoric or historic event or person)?	☐	☐	☐	■
c) Disturb or destroy a unique paleontological resource or site?	☐	☐	☐	■
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	■

a-d The proposed project is located on a developed site (some demolition has begun) in an urbanized area. The site is not listed in the City's Historic Preservation Plan as a potentially significant site. There are no known sites or areas in the vicinity associated with archeological, or paleontological resources, ethnic cultural heritage, human remains, or religious or sacred uses. Burbank City Hall, which is a nationally registered historical landmark, is located adjacent to the project site. Design of the ASB, which is proposed to be located directly adjacent to City Hall, will require review by the City of Burbank Historic Preservation Commission, which will make recommendations to the City Council on the design of the building. This environmental review is based on the information available for this project at this time and subsequent review may be necessary once a design is selected for the ASB. (1,4,10,17,18)

VI. GEOLOGY AND SOILS – Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☐	■
ii) Strong seismic ground shaking?	☐	☐	☐	■

iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	■
iv) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	■
v) Landslides?	☐	☐	☐	■
vi) Flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	■
vii) Wildland fires, including where wildlands are adjacent to urbanized areas and where residences are intermixed with wildlands?	☐	☐	☐	■
b) Would the project result in substantial soil erosion or the loss of topsoil?	☐	☐	■	☐
c) Would the project result in the loss of a unique geologic feature?	☐	☐	☐	■
d) Is the project located on strata or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	■
e) Is the project located on expansive soil creating substantial risks to life or property?	☐	☐	☐	■
f) Where sewers are not available for the disposal of waste water, is the soil capable of supporting the use of septic tanks or alternative waste water disposal systems?	☐	☐	☐	■

a The California Division of Mines and Geology Quaternary Geology of the San Fernando Valley map shows that this property is located within two miles of the Verdugo Fault and is built on alluvial and alluvial fan deposits identified as Qyf2. Compliance with the Uniform Building Code is required as a portion of project review. The project will not expose people or property to geologic hazards such as earthquakes, landslides, or similar hazards to any extent greater than already exists on the site and in the surrounding area. Therefore, no impacts from these issues are anticipated.

The project is located in Zone X of the Flood Map which is an area determined to be outside of the 500 floodplain. (1,7,11,12,13,14)

b-f The project is not anticipated to result in soil erosion. The project will involve excavation which may result in the loss of some soil. The project is located on a stable geologic unit with no known history of landslide, spreading, subsidence, liquefaction, or collapse, and no impacts are expected. Although grading will occur on the site, this will not create geologic instability. (1,2)

VII. HAZARDS AND HAZARDOUS MATERIALS --
Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	■
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	☐	☐	☐	■
c) Reasonably be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	■	☐
d) Is the project located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	■
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	■
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	■
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■
h) Expose people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	■

a-h The development of the project will not result in a release of hazardous materials or other hazardous conditions. An explosion or other hazardous condition could occur during construction if natural gas or other pipelines are damaged or punctured, but the developer shall comply with all City codes to eliminate the likelihood of such an incident. Most all construction work will take place outside of public rights-of-way, therefore no significant impacts on or interference with an emergency response or evacuation plan is anticipated to result from the proposed project. Any street excavation or other use or blockage of the public right of way shall conform to the requirements of the Standard Specifications for Public Works Construction and the State of California Traffic Manual or other regulations as required by the Public Works Department at the time of permit approval. The project will not result in exposure to wildfire risk, and no associated impacts are anticipated. The project is not within 2 miles of any airport. The nearest school (Bellarmine-Jefferson High School) is located approximately 330 feet from the project site. The site is not listed on the State of California Hazardous Waste and Substances Site list.

A Phase 1 analysis was performed for a portion of the site (former Fire Department Headquarters) and the conclusions indicate that the uses on the site may have had only minimal impact on the environment and in general, any hazardous materials stored on site appear to have been stored properly. (1,2,4,7,12, 15,19)

VIII. HYDROLOGY AND WATER QUALITY -- Would the project:

a) Violate Regional Water Quality Control Board water quality standards or waste discharge requirements?	☐	☐	☐	■
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	■
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	■
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	■
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems to control?	☐	☐	☐	■
f) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	■
g) Place within a 100-year floodplain structures which would impede or redirect flood flows?	☐	☐	☐	■

a-e City mandated codes and Regional Water Quality Control Board regulations will reduce drainage and surface runoff concerns to a less than significant level. (1,2,12,13)

f-g This project site is not located within a 100-year flood hazard area or in an area prone to seiche, tsunami, or mudflow, and as such there are no associated impacts. The project is in Zone X of the Flood Map which is an area determined to be outside of the 500-year floodplain. (1,14)

IX. LAND USE AND PLANNING – Would the project:

a) Physically divide an established community?	☐	☐	☐	■

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	■
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?	☐	☐	☐	■

a-c The project will not physically divide an established community. Rather, it is intended to complement the surrounding area, which is Burbank's downtown. The project is consistent with the City of Burbank's General Plan designation of City Center Commercial which allows development of City offices and a public library. The property is currently zoned BCC-2 Burbank Center Commercial Limited Business and BCC-3 Burbank Center Commercial General Business, however, a Planned Development process is required to allow the reduced setbacks, landscaping and other specific development standards proposed. (1,2,3,4,5,10,12,18)

X. MINERAL RESOURCES – Would the project:

a) Result in the loss of availability of a known mineral resource classified MRZ-2 by the State Geologist that would be of value to the region and the residents of the state?	☐	☐	☐	■
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	■

a-b The project is not expected to cause an availability loss of known mineral resources. No actual mineral resources are known to exist on the site and the project site is located in an urbanized area designated for non-mining-compatible land uses. The project is located in the State of California Mineral Land Classification map as being in zone MRZ-3 which is an area containing mineral deposits of which the significance cannot be evaluated. (1,2,10,11)

XI. NOISE -- Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	■
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	■
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	■
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	■
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of	☐	☐	☐	■

a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	■

a-f Exposure of people to severe noise levels is not expected, other than minor and short-term occurrences during the construction phase of this project. These short-term noise and vibration impacts from the demolition, excavation and construction phases may impact the surrounding residential and commercial properties. However, by following City of Burbank adopted hours for construction, the impacts would be reduced to less than a significant level. In addition, requirements imposed by the Building Division for a barrier surrounding the site will further reduce impacts. (1,2,12,16,18)

XII. POPULATION AND HOUSING – Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	■
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■

a-c The project does not include the construction of residential units. The project does not include demolition of existing housing, as there are no residential units currently existing on the site. (1)

XIII. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	■
Police protection?	☐	☐	☐	■
Schools?	☐	☐	☐	■
Parks?	☐	☐	☐	■

Other public facilities?	☐	☐	☐	■

a The proposed project would increase the availability of library resources within the City. The other proposed buildings will accommodate City offices currently located on the site in buildings that will ultimately be demolished. The project is not a negative impact on the provision of any other public services in the City. (1, 12).

XIV. RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	■
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	■

a-b The New Central Library component of the proposed project will increase the availability of recreational facilities within the City. The proposed passive plaza at the northeast corner of Olive Ave. and Third St. will serve as an amenity to users of City facilities and other surrounding properties. The project is anticipated to improve the overall environment of the site and its vicinity, and is not expected to have any negative environmental impacts.(1,4,12)

XV. STORM WATER -- Would the proposed project result in:

a) Storm water system discharges from areas for materials storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage delivery or loading docks or other work areas?	☐	☐	☐	■
b) A significant environmentally harmful increase in the flow rate or volume of storm water runoff?	☐	☐	☐	■
c) A significant environmentally harmful increase in erosion of the project site or surrounding areas?	☐	☐	☐	■
d) Storm water discharges that would significantly impair the beneficial uses of receiving waters or areas that provide water quality benefits (e.g., riparian corridors, wetlands, etc.)?	☐	☐	☐	■
e) Harm to the biological integrity of drainage systems and water bodies?	☐	☐	☐	■

a-e The project will be required to meet all applicable standards regarding storm water discharge. The project does not involve the use of any environmentally harmful or hazardous substances that might impact biological systems or overall water quality. (1,12)

XVI. TRANSPORTATION/TRAFFIC – Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	☐	■	☐	☐
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	■
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	■
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	■
e) Result in inadequate emergency access?	☐	☐	☐	■
f) Result in inadequate parking capacity?	☐	☐	■	☐
g) Conflict with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☐	■

a-g The project will temporarily cause a substantial increase in additional vehicular movement in the immediate vicinity on streets leading to and from the site during construction. However, construction will be phased. Ingress and egress requirements of the construction equipment will temporarily alter the present vehicular circulation patterns. As a result of the presence of heavy equipment, there will be an increase in hazards to vehicular traffic in the immediate area. The adoption of the following mitigation measure will reduce the risk of accident, injury and congestion in the project vicinity:

- During construction, ingress and egress of trucks and equipment from the site shall be noticed by appropriate warning signs and controlled by flagmen on duty throughout each work day as determined necessary by the Public Works Department.

As the project site is in Burbank's downtown area, sufficient on-street and off-street parking may not exist for the construction workers required for the project. The adoption of the following mitigation measure will reduce this impact to a less than significant level:

- During construction, all workers shall park on-site or within the designated area as approved under an encroachment permit. For those unable to park in these areas, an off-site parking location shall be provided and workers shall be shuttled to and from that site.

City codes will require that the project does not have hazardous design features. The City will create a new corner radius at each of the following intersections, as required by the Public Works Department: northeast corner of Olive Ave. and Third St.; southwest corner of Glenoaks Blvd. and Orange Grove Ave.; the southeast corner of Orange Grove Ave. and Third St.; and the southwest corner of Orange Grove Ave. and Third St.

The area was anticipated for much more intense development in the Burbank Center Plan EIR. The trips generated by options proposed under that specific plan and program EIR are much higher (more than twice as much) than that anticipated by this development (using ITE Trip Generation Manual 6th Edition). Specifically, the development anticipated included 380,000 sf of general office and a new 50,000 square foot central library. The BCP, under those scenarios, did not recommend any capital improvements in order to maintain a level of service of C or higher in any of the immediately surrounding intersections. The BCP EIR did not identify necessary mitigation measures pertaining to streets immediately surrounding the subject site.

The parking requirement for the portion of the project located on the block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave. is based on the following requirements for each use: 3 spaces per 1,000 sf for the office buildings (pursuant to the Burbank Municipal Code), and 4/1,000 sf for the library (based on ITE Trip Generation Manual 6th Edition for a full-service central library). The portion of the project site located at the southwest corner of Orange Grove and Third St., where the ASB is proposed (ASB site), is located within the Burbank Downtown Parking District. Within the District, required parking is calculated as follows: first a tabulation is conducted of all the demolition taking place on site (square footage and parking) and that amount of development is allowed to be replaced; then, any additional square footage constructed has a parking requirement of 3.5/1,000 sf. The amount of parking required for the project is as follows:

First Phase:

DCSB (66,000 sf): 198 spaces
Existing offices to remain in this phase (29,800 sf): 89 spaces
Total Required: 287 spaces
Total Provided: approximately 249 spaces

Alternate First Phase

New Central Library (76,000 sf): 304 spaces
New Parking Structure (consisting of approximately 500 spaces)
Existing offices to be relocated to ASB site in this phase (49,080 sf)
Minus 28,900 sf (previously demolished on the site): 71 spaces
Existing parking at ASB site to be removed (and replaced in new structure): 61 spaces
Total Required: 436 spaces
Total Provided: approximately 500 spaces (within New Parking Structure)
Total Provided During construction: approximately 75 surface spaces provided on the New Central Library/Parking Structure block (see following page for discussion of supplementary off-site parking)

Final Phase

DCSB: 198 spaces
New Central Library (76,000 sf): 304 spaces
Total Required: 502 spaces
Total Provided: approximately 500 spaces in new parking structure

ASB (37,000 sf) minus 28,900 sf (previously demolished on the site): 28 spaces
Previously demolished spaces on site to be replaced: 61 spaces
Total Required on ASB site: 89 spaces

Total Provided: A minimum of 89 spaces will be provided on ASB site
(Note: all building square footages given for the purposes of parking requirement calculations are adjusted gross square footage, as defined in the Burbank Municipal Code)

The reduction in required parking in the first phase and during construction can be allowed through the Planned Development process associated with this project. It should be noted that additional parking will be available for this project on adjacent City properties:

- Upon demolition of the MSB, the Burbank Downtown Parking District became over-parked by approximately 101 spaces. This figure represents the square footage of the demolished MSB (28,900 sf), which was located within the District, parked at the district's 3.5 spaces/1,000 sf ratio.
- The closest District parking facility, aside from the MSB site, is a City parking structure located on the 200 block of Orange Grove Ave., adjacent to the project site. This structure consists of 3 levels, with approximately 273 spaces. A survey by Planning Division staff showed that only 39% of these spaces are currently occupied during a typical weekday. There are several other parking facilities in the Downtown Parking District, such as the one at the northwest corner of Third St. and Palm Ave., which can be used to supplement the City offices' parking demand. The businesses in Downtown Burbank that utilize the parking facilities in the Downtown Parking District have peak demand on evenings and weekends. The City office uses have peak parking demand during the day on weekdays.
- The are 52 spaces at the existing Central Library facility, located directly across Glenoaks Blvd. from the project site. Additionally, if the proposed new Central Library is constructed in the first phase of the project, the existing Central Library facility may be demolished. That site would be able to accommodate a total of approximately 233 spaces (based on a site size of approximately 70,050 sf and an estimated 300 sf per parking space, including access aisles), including the currently existing spaces.
- The City may also pursue the option of leasing parking spaces on nearby private properties or office space in nearby private office developments.

After completion of the final phase, the project will provide the necessary parking to meet the demand of the project. This is considering the high likelihood of shared parking between the City office and library uses. During phasing, although there may be a shortage of required parking on-site, there will be many parking spaces available within walking distance of the project site. An impact on off-street parking is not anticipated with the proposed project during phasing and at final build-out.

The project also includes the narrowing of the Third St. roadway adjacent to the project site from 46 feet to 35 feet. This would eliminate one lane of motor vehicle traffic and widen the sidewalk 5 feet 6 inches on either side of the street. Traffic mitigation measures adopted with the BCP EIR do not pertain to Third St., which is classified as a secondary arterial. First St. (classified as a collector street, with a likely future upgrade to secondary arterial) and Glenoaks Blvd. (classified as a major arterial) are the main routes for north-south vehicle traffic in the area surrounding the project site. Therefore, narrowing of the Third St. roadway will not significantly impact existing traffic patterns surrounding the project site. The widening of the sidewalk and the proposed mid-block crossing, the narrowing of the Third St. roadway will improve pedestrian circulation around and through the project site.

02 0004502

The proposed project is not expected to result in a change in air traffic patterns. The project does not conflict with adopted policies supporting alternative transportation. The project is located within the downtown, walking distance to many shops and restaurants. City office uses will be required to meet the transportation demand management and trip reduction requirements of the Burbank Center Plan area. The City has incentive programs for employees who rideshare or use public transportation. Additionally, the project site is approximately one quarter mile from the Burbank Regional Intermodal Transportation Center (RITC). The RITC is served by two Metrolink commuter rail lines. The City provides a shuttle bus to the RITC for City employees free of charge. (1,2,6,8,12,18)

XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	■
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	■
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	■
d) Are sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	■
e) Has the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	■
f) Is the project served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	■

a-f The project is not anticipated to create a significant increase in demand for sewer or utility services. The project site is currently developed with City offices, and as such is served by existing utility infrastructure. The proposed project will be served by existing utility infrastructure systems with some relocation and upgrades necessary to fulfill City requirements and policies. (1,12)

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less Than Significant With Mitigation	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	■
b) Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?	☐	☐	■
c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	■
d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	■

a-d The project will not have an affect on animal or plant life or eliminate examples of California history. In addition, the proposal does not have the potential to achieve short-term to the disadvantage of long-term environmental goals. The BCP program EIR considered cumulative impacts to developing in this area of Burbank and this project will not cause substantial adverse effects on human beings either directly or indirectly. (1,4,18)

Bibliography

Planned Development No. 2002-2 with
Development Review No. 2002-42 and
City of Burbank
Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.;
And Southwest Corner of Orange Grove Ave. and Third St.

Materials listed in this bibliography are available for review at the City of Burbank Planning Division Public Counter.

1. Proposed Development Plans and Applications

2. City of Burbank, "Burbank Municipal Code," all chapters including Chapter 31 (Zoning) and Chapter 21 (Noise), Burbank, California

3. City of Burbank "Zoning Map," Burbank, California

4. City of Burbank, Community Development Department, "Land Use Element of the City of Burbank General Plan," Burbank, California, adopted by Burbank City Council on May 31, 1988, Resolution No. 22,354 and amendments for the Burbank Center Plan adopted June 1997

5. Envicom Corporation, "Land Use Element EIR," Prepared for the City of Burbank Community Development Department, February 1988.

6. Institute of Traffic Engineers (ITE), Trip Generation, 6th Edition

7. City of Burbank, Community Development Department, "Safety Element of the City of Burbank General Plan," Burbank, California, adopted by Burbank City Council on July 1, 1997, Resolution No. 25,087

8. City of Burbank, Community Development Department, "Transportation Element of the City of Burbank General Plan," Burbank, California, adopted by Burbank City Council in 1964

9. South Coast Air Quality Management District, CEQA Handbook, April 1993

10. City of Burbank, Community Development Department, "Open Space/Conservation Element of the City of Burbank General Plan," Burbank, California, adopted by Burbank City Council on December 19, 1972, Resolution No. 16,280

11. Mineral Land Classification Map - California Division of Mines and Geology, May 25, 1979

12. Department Comments from:
    Police, Public Works, Park, Recreation and Community Services, Fire, Water and Power, Community Development

13. Quaternary Geology of the San Fernando Valley Map, 2000

14. Flood Insurance Rate Map, Community Panel Number 065018 0005 C January 20, 1999

15. State of California Hazardous Waste and Substances Sites list, April 1998

16. City of Burbank, Community Development Department, "Noise Element of the City of Burbank General Plan," Burbank, California, adopted by Burbank City Council on December 8, 1992, Resolution No. 23,777

17. City of Burbank Historic Preservation Plan

18. Burbank Center Plan Environmental Impact Report

19. Soils Assessment report, underground storage tanks and water well reports and closure reports and Phase 1 analysis for a portion of the site.

Summary of Mitigation Measures

Planned Development No. 2002-2 with
Development Review No. 2002-42 and
City of Burbank
Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.;
And Southwest Corner of Orange Grove Ave. and Third St.

III. b,e AIR QUALITY

1. The developer shall use energy efficient equipment that produces low particulate and nitrogen oxide emissions, when available.
2. The developer shall cease use of equipment during second and third stage smog alerts as issued by the South Coast Air Quality Management District.
3. The developer shall cease grading and water truck use during periods of high winds (greater than 25 mph).
4. The developer shall use a water truck during grading and excavation phases to control fugitive dust (twice per day at minimum).

XVI. a,f TRANSPORTATION/TRAFFIC

5. During construction, ingress and egress of trucks and equipment from the site shall be noticed by appropriate warning signs and controlled by flagmen on duty throughout each work day as determined necessary by the Public Works Department.

6. During construction, all workers shall park on-site or within the designated area as approved under an encroachment permit. For those unable to park in these area, an off-site parking location shall be provided and workers shall be shuttled to and from that site.

PROJECT MONITORING CHECKLIST
(CEQA Mitigation Measures)

PROJECT NAME Planned Development No. 2002-2 with... Development Review No. 2002-42 .....

FILE NUMBER Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St.....

APPROVAL DATE proposed March 11, 2003 .....

ENVIRONMENTAL Prepared January 30, 2003.....

All of the mitigation measures required for this project are consolidated on this checklist for the purpose of monitoring them for completion as a part of the project approval process. Each responsible department/division will assign a deadline for completion of the conditions it has required. Numbers of conditions are entered in the appropriate column. A signature at each point in the approval process indicates completion of conditions required by a responsible department/division at that point in time. Final approval for C of O must be obtained from the Planning Division.

RESPONSIBLE DEPARTMENT/ DIVISION	I DEMOLITION	II DURING DEMOLITION	III GRADING	IV BUILDING PERMIT	V DURING CONSTRUCTION	VI CERTIFICATE OF OCCUPANCY	VII OTHER	ONGOING
CDD - Building	1-6	1-6	1-6	1-6	1-6			
CDD - Planning	5, 6	5, 6	5, 6	5, 6	5, 6			
PWD - General	5, 6	5, 6	5, 6	5, 6	5, 6			

City of Burbank Community Development Department

PUBLIC NOTICE OF ENVIRONMENTAL DECISION

DATE POSTED: February 6, 2003
DATE TO BE REMOVED: February 22, 2003

Planned Development 2002-2 with Development Review No. 2002-42
Project Title

Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St. (Lots 5-20, Block 46 and Lots 2,4,6,8, Block 52, Town of Burbank Tract; Lots 1-12, Tract No. 2531)
Project Location (Address)

This is a Planned Development encompassing the following new City buildings: Development and Community Services Building (3 stories; 66,000 square feet); New Central Library (2 stories; 80,000 square feet); New Parking Structure (5 levels, including 2 underground, approximately 500 spaces); Administrative Services Building (2 stories; 39,000 square feet). The Development Review pertains only to the Development and Community Services Building. Development Review will be processed for the other buildings in the future.
Project Description

City of Burbank. (818) 238-5250
Project Applicant **Phone**

Carlos Montes de Oca
Project Planner

Director's Environmental Decision

___ **Exempt**

Reasons why project is exempt (include CEQA Guidelines section for categorical exemption)

_X_ **Not Exempt**
_X_ Mitigated Negative Declaration
___ Environmental Impact Report

Natasha Bachorka Asst. Community Development Director/City Planner
Signature Title

02 0004502

Reports to Council Item No. 4

October 13, 2026 City Council Meeting

Adoption of a Resolution Approving a Progressive Design-Build Contract with Clark Construction Group – California, LP for the Burbank Library and Civic Center Project and Authorizing the Library Services Director, as Designee of the City Manager, to Execute the Agreement and Future Task Orders and/or Amendments Provided that Funds Are Budgeted

Attachment 6:
Draft Progressive-Design Build Contract

Attachment 6 of this City Council item may be viewed via the following link:
https://newburbanklibrary.com/resources

Please contact the City Clerk's Office at 818-238-5851 or email cityclerks@burbankca.gov to review or request a copy of this document.

ATTACHMENT 7

Evaluation Scores for Progressive Design Build Contract

Proposer	Proposals (90)	Collaborative Activity (75)	Q&A (75)	Average w/o Cost	Average W/Cost
Balfour Beatty + Miller Hull	79.25	30.00	48.75	191.75	196.61
Clark Construction + SOM	75.00	72.50	70.00	262.75	272.75
Gilbane Building Company + Perkins Eastman	60.50	53.00	65.00	219.75	227.65
Swinerton Builders + Rios + Noll & Tam	59.50	32.25	38.75	154.25	160.56

Proposer	Points	$/Point	Cost Weight	Cost Points
Balfour Beatty + Miller Hull	191.75	$70,331	10	4.86
Clark Construction + SOM	262.75	$34,199	10	10.00
Gilbane Building Company + Perkins Eastman	219.75	$43,313	10	7.90
Swinerton Builders + Rios + Noll & Tam	154.25	$54,209	10	6.31

STAFF REPORT

MANAGEMENT SERVICES

DATE: October 13, 2026

TO: Justin Hess, City Manager

FROM: Betsy McClinton, Management Services Director
BY: April Rios, Human Resources Manager

SUBJECT: Adoption of a Resolution Approving the Establishment of the Salary for the Classification of Accounting Technician; and Adoption of a Resolution Approving the Citywide Salary Schedule

RECOMMENDATION

1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE ESTABLISHMENT OF THE SALARY FOR THE CLASSIFICATION OF ACCOUNTING TECHNICIAN (Attachment 1).
2. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE CITYWIDE SCHEDULE (Attachment 2).

BACKGROUND

The Management Services Department (MSD) manages the City's Position Classification and Pay Plan, which includes all classifications utilized by the City. MSD periodically requests amendments to the City's Position Classification and Pay Plan to assist the departments in ensuring that titles and job specifications for the City's classifications remain relevant and include the necessary essential functions and employment standards to meet the needs of the departments and the City. Maintaining updated job specifications and having competitive salaries also assists the City with its recruitment and retention efforts.

Pursuant to Civil Service Rule I, § 4, the Civil Service Board (CSB) approved the establishment of the title and specification for Accounting Technician on October 7, 2026. Therefore, MSD is seeking Council approval of the salary for this classification.

Additionally, per California Public Employees' Retirement System (CalPERS) regulations, MSD requests Council adopt a resolution approving the updated Citywide Salary Schedule which includes the proposed salary for Accounting Technician.

DISCUSSION

The Financial Services (FS) Department is proposing to establish a new classification titled Accounting Technician. This newly established position will create an entry level path into the accountant series and offer more technical support for other divisions in the FS Department. The current accountant classification requires two years of government/auditing experience but most candidates in college or graduating from college have not had the opportunity to obtain this type of experience, which has created the need for the newly proposed Accounting Technician position.

The proposed Accounting Technician classification will be responsible for a range of duties performing technical support functions in the preparation, maintenance, and processing of financial transactions and specialized and complex financial data. Furthermore, establishing the Accounting Technician position will promote career advancement for employees and support the FS Department's ability to recruit and retain talented staff in a competitive market.

The proposed salary range for Accounting Technician was determined based on the salaries of comparable classifications identified among the City's survey cities. Therefore, staff is proposing the monthly salary range be set at $5,240.46 - $7,224.04 (bi-weekly $2,418.67 – $3,334.17).

The proposed Accounting Technician will be a Civil Service classification represented by the Burbank City Employees' Association (BCEA). The BCEA has been advised of this proposed establishment, and the Financial Services Director concurs with this recommendation.

Citywide Salary Schedule

In accordance with Government Code § 20636 and California Code of Regulations § 570.5, CalPERS requires public agencies to post a publicly available salary schedule that is approved by Council at a public meeting for CalPERS to determine earnable income. Therefore, staff is requesting Council adopt an updated salary schedule that includes the proposed salary for Accounting Technician.

ENVIRONMENTAL REVIEW

These activities have no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

The proposed position of Accounting Technician was included in the Fiscal Year (FY) 2026-27 Adopted Budget. Therefore, this request is cost neutral and there is no fiscal impact to the General Fund.

CONCLUSION

The proposed establishment of the salary for the classification of Accounting Technician meets the current and ongoing needs of the City.

ATTACHMENTS

Attachment 1 – Resolution for the Classification of Accounting Technician
Attachment 2 – Resolution Approving the Citywide Salary Schedule

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE ESTABLISHMENT OF THE SALARY FOR THE CLASSIFICATION OF ACCOUNTING TECHNICIAN

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Position Classification, adopted by Resolution No. 9240 on the 16th day of June, 1953, as amended, was further amended by the addition thereto of the classification of Accounting Technician. This classification is added with a title and specification as set forth in Exhibit A, and a biweekly salary as follows:

CTC	Barg. Code	Job Series	Grade	Step 1	Step 14
0013	B	Financial	B.1946	$2,418.67	$3,334.17

2. The Financial Services Director is authorized to make such revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the terms and provisions of this resolution.

PASSED and ADOPTED this ___ day of October, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

By: _____
Joseph H. McDougall
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 a vote of the Council of the City of Burbank at its regular meeting held on the ___ day of October, 2026 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

Exhibit A

Resolution for the Classification of Accounting Technician

CITY OF BURBANK

ACCOUNTING TECHNICIAN

DEFINITION

Under general supervision, to perform accounting, accounts payable, and accounts receivable related support duties; and to perform related work as required.

ESSENTIAL FUNCTIONS

Performs technical accounting support functions in the preparation, maintenance, and processing of accounting records and financial transactions; inputs, reviews, and approves financial transactions and data in accordance with Generally Accepted Accounting Principles (GAAP) and City policy for accuracy; identifies, researches and resolves discrepancies; balances accounts and makes adjusting and closing entries; prepares and analyzes schedules, statements and reports, in various formats including spreadsheets; performs computations utilizing specialized and complex financial data; reconciles accounts and financial information; establishes and maintains systems to assure accountability and financial control; processes accounting and financial transactions; provides technical information and instruction regarding applicable procedures and methods to City departments and staff; participates in the training of various departments in the use of computer accounting programs; may supervise the work of assigned staff and provide training.

MINIMUM QUALIFICATIONS

Employment Standards:

- Knowledge of – principles and techniques of governmental and proprietary fund accounting and other financial roles such as accounts payable and accounts receivable.

- Skill in – the use of computerized accounting systems; the use of automated spreadsheet and word processing programs.

- Ability to – maintain and improve advanced automated accounting systems and procedures; effectively supervise, train, and evaluate clerical employees; communicate effectively, both orally and in writing; establish and maintain effective working relationships with supervisors, fellow employees, and the public.

Education/Training: Graduation from high school or equivalent, and two years of progressively responsible experience in one or more of the following areas: general

accounting, payroll, accounts payable, purchasing, treasury operations, or other financial applications; OR graduation from an accredited college or university with a bachelor's degree in public administration, business administration, finance, accounting, or a closely related field.

SUPPLEMENTAL INFORMATION

None.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE CITYWIDE SALARY SCHEDULE

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

In accordance with Government Code Section 20636 and Title 2 of California Code of Regulations Section 570.5 and as required by the California Public Employees' Retirement System ("CalPERS"), the citywide salary schedule, attached as Exhibit A, is hereby approved.

PASSED and ADOPTED this ____ day of October, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Joseph H. McDougall
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 October, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

Reports to Council Item No. 5

October 13, 2026 City Council Meeting

Adoption of a Resolution Approving the Establishment of the Salary for the Classification of Accounting Technician; and Adoption of a Resolution Approving the Citywide Salary Schedule

Attachment 2:
Resolution Approving the Citywide Salary Schedule

Exhibit A for Attachment 2 of this City Council item may be viewed via the following link:
https://cloud.burbankca.gov/s/P9A2zWDKLeegFEi

Please contact the City Clerk's Office at 818-238-5851 or email cityclerks@burbankca.gov to review or request a copy of this document.