

DOCKETED	
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Project Title:	Prairie Song Reliability Project
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Document Title:	Community Benefits Agreement_Los Angeles County Building Trades Council Apprenticeship Readiness Fund
Description:	N/A
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Organization:	Dudek
Submitter Role:	Applicant Consultant
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February 02, 2026

Lisa Worrall, Project Manager
California Energy Commission
715 P Street, MS-40
Sacramento, CA 95814

Subject: Evidence of Community Benefits Agreement for the Prairie Song Reliability Project (25-OPT-02)

Dear Ms. Worrall;

The Prairie Song Reliability Project (the Project) would like to submit the attached Community Benefits Agreement between the Project and the Los Angeles County Building Trades Council Apprenticeship Readiness Fund to the docket. The two parties entered into this agreement to fund workforce development goals that are directly aligned with CEC priorities and to formalize their multiyear commitment to provide workforce development, job quality, and job access opportunities, and concurrently fulfill the statutory community benefit requirements under Public Resources Code § 25545.10(a).

More specifically, this agreement will support Women in the trades. The financial commitment will help 50 women per year, for four (4) years, participate in an apprenticeship readiness program.

This is the first of multiple Community Benefits Agreements that project is planning to execute. If you have any questions or need additional details, please reach out.

A handwritten signature in black ink, appearing to read "Garrett Lehman", with a horizontal line underneath it.

Garrett Lehman
Director of Development

COMMUNITY BENEFITS AGREEMENT

by and between

Los Angeles County Building Trades Council Apprenticeship Readiness Fund

and

Prairie Song Reliability Project LLC

This Community Benefits Agreement (“**Agreement**”) is entered into as of January 14, 2026 (“**Effective Date**”), by and between the Los Angeles / Orange Counties Building and Construction Trades Council Apprenticeship Readiness Fund, a California tax exempt non-profit organization, with offices at 1626 Beverly Blvd., Los Angeles, CA 90026 (the “**Fund**”) and Prairie Song Reliability Project LLC, a Delaware limited liability company, with offices at 165 Broadway, 23rd Floor, New York, NY 10006 (“**Prairie Song**”)(collectively, the “**Parties**”).

RECITALS

WHEREAS, Prairie Song is dedicated to developing and operating renewable energy projects and is seeking California Energy Commission (“**CEC**”) certification for the Prairie Song Reliability Project located in Los Angeles County, California (“**Project**”);

WHEREAS, the Fund desires to support equitable workforce development in connection with application to the CEC for site certification for the Project under the CEC Opt-In program;

WHEREAS, the Fund has standing agreements with Los Angeles County non-profits with demonstrated leadership in workforce development, labor partnerships and equity advocacy to support workforce development and training, labor unions, and other community interests;

WHEREAS, the Fund’s workforce development goals are directly aligned with CEC priorities, and the Fund has agreed to provide public support that will benefit the community and the Project;

WHEREAS, Prairie Song desires to make the contributions to the Fund for the benefit of its charitable work in accordance with this Agreement; and

WHEREAS, the Parties enter this Agreement to formalize their agreement that this multi-year commitment will provide workforce development, job quality, and job access opportunities and, among other benefits, will concurrently fulfill the statutory community benefit requirements under Public Resources Code § 25545.10(a).

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the mutually agreed-upon benefits, commitments, and obligations between Prairie Song and the Fund to ensure the provision of community benefits, including workforce development, job quality, and job access provisions in connection with the Project. Such benefits include inclusive economic development and workforce equity in connection with the Project, including a target of providing supportive services for approximately 50 women participating in apprenticeship readiness programs annually during the term of this Agreement, with such target subject to adjustment by mutual agreement based on program applications, capacity, funding availability and community needs.

2. Donation. Prairie Song agrees to make the following contributions to the Fund in the total amount of \$200,000:
 - a. Non-Revocable Financial Support. Prairie Song will provide \$50,000 to the Fund upon the later to occur of (i) the time that the application for certification of the Project is determined to be complete by such a determination being docketed in the Prairie Song application proceeding at the CEC, or (ii) the execution.

 - b. Revocable Financial Support. Additionally, Prairie Song will provide subsequent payments of \$50,000 for each of three (3) additional years on the anniversary date of the application for certification of the Project being determined to be complete; provided that, the payment described herein shall only be required if the Project's status is either pending or approved as of each such anniversary date.

<u>Year of Donation</u>	<u>Amount</u>
Later to occur of: application completeness determination or execution	\$50,000
First Anniversary	\$50,000
Second Anniversary	\$50,000
Third Anniversary	\$50,000

Prairie Song grants the Fund irrevocable ownership, rights, title, and interest in the donations described above upon the terms and conditions set forth in this Agreement and without monetary payment to Prairie Song. Donations will be transferred to the Fund free and clear of any liens, claims, or encumbrances. The Fund will have sole discretion to determine the disposition of the donations. However, the Fund shall not use the donations for the benefit of any officer, director, or employee of the the Fund.

3. Statement of Support. The Fund agrees to provide a statement or letter of support for the Project at the request of Prairie Song.
4. Confidentiality. The Parties agree to take all reasonable measures to keep in confidence any confidential data and information of any Party that the other Party may know or gain access to in relation to this Agreement (hereinafter referred to as “**Confidential Information**”), and shall not disclose such Confidential Information to any third party without the prior written consent of the disclosing party. Notwithstanding the foregoing, either Party may disclose Confidential Information to any relevant local, state, and/or federal government entity for purposes of obtaining a permit, if required, or as otherwise required by law.
5. Public Announcements. Prairie Song reserves the right to make public announcements and communicate with any news or other media organizations regarding this Agreement without prior consent of the Fund, but shall provide notice to the Fund of any such announcements or communications. The Fund shall not make any public announcements concerning this Agreement, or the transactions contemplated hereby or otherwise communicate with any news or other media organizations concerning this Agreement without the prior written consent of Prairie Song.
6. Limitation of Liability. IN NO EVENT SHALL PRAIRIE SONG BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE DONATION, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PRAIRIE SONG WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. PRAIRIE SONG’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FROM ANY AND ALL CAUSES, SHALL IN NO EVENT EXCEED THE AMOUNT OF ALL PAYMENTS MADE AND/OR PAYABLE BY PRAIRIE SONG HEREUNDER.

7. Term and Termination. This Agreement shall terminate as of the last date a donation is required to be made pursuant to Section 2 above. However, Sections 3, 4 5 and 6 shall survive the termination of the Agreement. The Agreement may be terminated earlier by written mutual agreement of the Parties.

8. Notices. Any notice, demand or request (each, a “**Notice**”) required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally, by overnight courier, sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the Party to be notified at such Party’s address as set forth below, as may be subsequently modified by written notice:

If to Prairie Song:

Prairie Song Reliability Project LLC
165 Broadway, 23rd Floor
New York, NY 10006
Attn: General Counsel
Email: [REDACTED]

If to the Fund:

Ben Garcia, Executive Director
Los Angeles / Orange Counties Building and
Construction Trades Council Apprenticeship
Readiness Fund
1616 Beverly Blvd.
Los Angeles, CA 90026
Email: [REDACTED]

9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto; provided, however, that the Parties agree that they each shall have an affirmative obligation to amend, modify or supplement this Agreement upon any finding by the CEC in an Order docketed in the Prairie Song proceeding that the Agreement requires amendment, modification or supplementation to satisfy the requirements of Public Resources Code 25545.10; provided further that such amendment, modification or supplementation shall be limited to any amendment, modification, or supplementation required by the CEC Order to satisfy the requirements of Public Resources Code 25545.10.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
13. Assignment: Neither party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Consent to assignment shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety without the other party's consent to its Affiliates or successors in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
14. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give Notice within seven (7) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of

its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following Notice given by it under this Section 14, the other Party may thereafter terminate this Agreement upon seven (7) days' Notice.

15. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LOS ANGELES / ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPRENTICESHIP READINESS FUND

By: 

Name: Ben Garcia

Title: Executive Director

PRAIRIE SONG RELIABILITY PROJECT LLC

By: 

Name: Swaraj Jammalamadaka

Title: CTO